



**Town of Surfside
Regular Town Commission
Meeting**

**AGENDA
December 14, 2021
7 p.m.**

1. Opening

A. Call to Order

B. Roll Call of Members

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

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

E. Community Notes – Mayor Charles W. Burkett

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

- **Budget Committee - Mayor Burkett**
- **Personnel Appeals Board – Mayor Burkett**
- **Personnel Appeals Board – Commissioner Kesl**
- **Personnel Appeals Board – Commissioner Salzhauer**
- **Personnel Appeals Board – Commissioner Velasquez**

G. Presentation to Mr. Bob Fisher - Andrew Hyatt, Town Manager (Page 1)

2. Quasi-Judicial Hearings – N/A

3. Consent Agenda (Set for approximately 7:30 p.m.) *All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

- A. Minutes** – Sandra N. McCready, MMC, Town Clerk (Pages 2 – 30)
- November 9, 2021 Regular Town Commission Meeting Minutes
 - November 17, 2021 Town Commission Workshop Minutes
- *B. Town Manager’s Report** – Andrew Hyatt, Town Manager (Pages 31 – 45)
- *C. Town Attorney’s Report** – Weiss Serota, Town Attorney (Pages 46 – 60)
- D. Committee Reports** - Andrew Hyatt, Town Manager (Pages 61 – 86)
- October 4, 2021 Tourist Board Meeting Minutes
 - October 25, 2021 Parks and Recreation Committee Meeting Minutes
 - November 18, 2021 Special Tourist Board Meeting Minutes
- E. Purchase of Police Vehicles** - Andrew Hyatt, Town Manager (Pages 87 – 97)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2022 FORD POLICE INTERCEPTOR UTILITY VEHICLES, TOGETHER WITH EMERGENCY LIGHTING EQUIPMENT, GRAPHICS, AND RADIO EQUIPMENT FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES AND EMERGENCY LIGHTING EQUIPMENT, GRAPHICS, AND RADIO EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OR DISPOSITION OF THE SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Cellular Water Meters Phase I Expenditure** - Andrew Hyatt, Town Manager (Pages 98 – 120)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF NEW CELLULAR ENCODERS TOGETHER WITH CLOUD-BASED HOSTING SERVICES FROM BADGER METER, INC. TO REPLACE EXISTING ENCODERS USED TO TRANSMIT WATER METER INFORMATION TO TOWN HALL; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT 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.

- G. Youth Sports Instructors Soccer – Alves Sports Group, LLC- Andrew Hyatt, Town Manager (Pages 121 – 131)**

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

- H. Youth Sports Instructors Tennis – GM Sports Tennis, LLC – Andrew Hyatt, Town Manager (Pages 132 – 142)**

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

- I. CRS Max Annual Contract Renewal – Andrew Hyatt, Town Manager (Pages 143 – 158)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH CRS MAX CONSULTANTS, INC. FOR COMMUNITY RATING SYSTEM CONSULTANT SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; 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

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

B. First Reading Ordinances

1. **Marine Structure Ordinance addressing docks – Town Attorney (Pages 159 – 164)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-57. - “MARINE STRUCTURES”, TO PROVIDE FOR REGULATIONS FOR CONSTRUCTION OF DOCKS, PIERS AND MOORINGS ON WATERFRONT LOTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

- A. Legislative Priorities – Andrew Hyatt, Town Manager (Pages 165 – 170)**

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING STATE LEGISLATIVE PRIORITIES FOR 2022; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Bond Referendum-General Obligation Bonds-Undergrounding Utilities – Andrew Hyatt, Town Manager. (Pages 171 – 178)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE A BOND REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF SURFSIDE IN AN AMOUNT NOT TO EXCEED FORTY MILLION (\$40,000,000.00) DOLLARS FOR THE PURPOSE OF UNDERGROUNDING OF UTILITIES; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH REFERENDUM; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL

ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**C. Annual Salary for Mayor and Commissioners with Single Health Coverage –
Andrew Hyatt, Town Manager (Pages 179 – 186)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE II, SECTION 7 - “SALARY”, TO PROVIDE FOR PAYMENT OF AN ANNUAL SALARY FOR MAYOR AND COMMISSIONERS AND SINGLE HEALTH INSURANCE BENEFIT; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**D Prohibition on Storage of Privately-Owned Property Overnight on Beach –
Andrew Hyatt, Town Manager (Pages 187 – 194)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE IX. – “MISCELLANEOUS PROVISIONS,” ADDING SECTION 150 - “PROHIBITION ON STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON BEACH” TO PROVIDE FOR A PROHIBITION ON THE STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON THE BEACH; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- E. Lot Area, Building Height for Beachfront Properties and Increasing Minimum Required Electoral Vote to 60% - Andrew Hyatt, Town Manager (Pages 195-202)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE A PROPOSED AMENDMENT TO THE TOWN CHARTER ARTICLE I, SECTION 4 - "GENERAL POWERS OF TOWN; POWERS NOT DEEMED EXCLUSIVE", AS PRESENTED IN A BALLOT QUESTION ON AN AMENDMENT TO THE TOWN CHARTER REGARDING LOT AREA, BUILDING HEIGHT FOR BEACHFRONT PROPERTIES, AND INCREASING MINIMUM REQUIRED ELECTORAL VOTE TO 60% TO REPEAL OR AMEND SECTION 4 OF THE CHARTER; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Hedges in Single-Family Lots – Town Attorney (Pages 203-210)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE IX. – "MISCELLANEOUS PROVISIONS," ADDING SECTION 149 - "HEDGES IN SINGLE-FAMILY RESIDENTIAL LOTS", TO PROVIDE THAT SIX (6) FOOT HEDGES SHALL BE PERMITTED ON SINGLE-FAMILY LOTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; 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 South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe** – Commissioner Eliana Salzhauer (Pages 211 – 240)
- B. Champlain Tower South Memorial** – Vice Mayor Paul [*Linked to Item 9EE*] (Pages 241 – 254)
- C. Amending the Town’s Purchasing Code (Chapter 3)** – Commissioner Nelly Velasquez (Pages 255 – 267)
- D. Ending Option to Contribute to Parking Fund in Lieu of Having Required Parking in Building Plans** – Commissioner Charles Kesl (Pages 268 – 269)
- E. Community Center Pool Deck Lighting - Staff Report** – Andrew Hyatt, Town Manager (Pages 270 – 271)
- F. Art in Public Spaces Committee** – Commissioner Charles Kesl (Pages 272 – 273)
- G. Demolition by Neglect** - Mayor Charles W. Burkett (Pages 274 – 276)
- H. Excessive Homeless Contribution Made by the Former Commission** - Mayor Charles W. Burkett (Pages 277 – 284)
- I. Lowering of Property Taxes and Water Bills – Staff Report** – Andrew Hyatt, Town Manager (Page 285)
- J. Climate Environmental Collective Revised** - Vice Mayor Tina Paul (Pages 286 – 288)
- K. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer (Pages 289 – 294)
- L. Community Center Second Floor Possibility-** Andrew Hyatt, Town Manager (Pages 295 – 296)
- M. Amend Tourist Board Ordinance** – Commissioner Nelly Velasquez (Page 297)
- N. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett (Pages 298 – 325)
- O. Cone of Silence/Secrecy** – Mayor Charles W. Burkett (Page 326)
- P. License Plate Readers** – Mayor Charles W. Burkett (Page 327)
- Q. Cancel Culture in Surfside** - Mayor Charles W. Burkett (Pages 328 – 334)
- R. Permit Process** - Mayor Charles W. Burkett (Pages 335 – 346)
- S. High Water Bill** – Mayor Charles W. Burkett (Pages 347 – 348)
- T. Increased Commercial Airliner Flights over Surfside** - Mayor Charles W. Burkett (Page 349)
- U. Purchase of Electric Vehicles** - Mayor Charles W. Burkett (Page 350)

- V. **One-way Automatic Gate at 96th Street and Bay Drive** - Mayor Charles W. Burkett (Page 351)
- W. **Draconian Fines for Residents** - Mayor Charles W. Burkett (Pages 352 – 358)
- X. **Surfside’s Brand Name, Miami’s Uptown Beach Town** – Mayor Charles W. Burkett (Page 359)
- Y. **Daylight Plane Requirement for New Construction** – Commissioner Charles Kesl (Pages 360 – 362)
- Z. **Abandoned Sports Equipment on Streets, Unmarked Unattended** – Commissioner Charles Kesl (Pages 363 – 364)
- AA. **Epinephrine Auto-Injectors (EpiPen) Policy Discussion** - Commissioner Eliana Salzhauer (Pages 365 – 368)
- BB. **Private Security Service** – Mayor Charles W. Burkett (Page 369)
- CC. **Remote Participation by Commissioners** – Commissioner Charles Kesl (Page 370)
- DD. **Raising Houses in Surfside to Make our Town More Resilient and Sustainable** – Mayor Charles W. Burkett (Pages 371 – 414)
- EE. **Champlain South Memorial Park at 88th Street End** - - Commissioner Eliana Salzhauer [*Linked to Item 9B*] (Pages 415 – 421)
- FF. **Budget Meeting Fiasco** - Commissioner Eliana Salzhauer (Page 422)
- GG. **Citizens Presentation – Concept Project of the Memorial Park by Ivanova Tatiana**– Sponsored by Vice Mayor Paul (Pages 423 – 446)
- HH. **Change Surfside Election Date from March to November** – Mayor Charles W. Burkett (Page 447)
- II. **Ordinance for New Development Requirements** – Vice Mayor Tina Paul (Pages 448 – 459)

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.



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*





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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:04 p.m.

B. Roll Call of Members

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

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

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

Vice Mayor Paul asked for a moment of silence for resident Lou Cohen who was very active in the community. She also reminded everyone about the Veteran's Day Ceremony this week.

Commissioner Salzhauer thanked the Parks and Recreation Department for an incredible Halloween event.

Mayor Burkett also thanked and commended the Parks and Recreation Department for an amazing event.

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

Commissioner Kesl would like to move up the ZIP item to be heard when Town Attorney Recio arrives. He also would like to discuss the dock maximum size at some time tonight after item 9A (Champlain Tower South Memorial). He would like to add item 9II (Art in Public Spaces Committee) to be heard in combination with

item 9A (Champlain Tower South Memorial). He would like to link item 9C (Ending Option to Contribute to Parking Fund in Lieu of Having Required Parking in Building Plans) and 9S (Purchase of Electric Vehicles).

Vice Mayor Paul stated that the docks are in the ZIP.

Vice Mayor Paul stated that both items 9A (Champlain Tower South Memorial) and 9II (Art in Public Spaces Committee) are.

Commissioner Velasquez stated that it could be moved after 9C (Ending Option to Contribute to Parking Fund in Lieu of Having Required Parking in Building Plans).

Commissioner Kesl stated that the item is an art for a memorial.

Commissioner Velasquez had mentioned she would like to have something like an Art Basel but would like to put 9II (Art in Public Spaces Committee) before 9D (Demolition by Neglect).

Commissioner Salzhauer stated that they can wait on that and deal with more important issues.

Commissioner Velasquez would like to move item 9GG (Ocean Front Grant Study Program) to be heard around item 5A (Resolution – Champlain Towers South Collapse Investigation) and the money should be used for the residents. She requested to link item 9GG (Ocean Front Grant Study Program) with item 5A (Resolution – Champlain Towers South Collapse Investigation).

Commissioner Salzhauer stated that they can discuss the money for the money to be used for other things.

Commissioner Salzhauer would like to link 9DD (Champlain South Memorial Park at 88th Street End) with 9A (Champlain Tower South Memorial), item 9AA (Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe) to be heard before item 9A (Champlain Tower South Memorial). She would like to move item 9I (Community Center Pool Deck Lighting) to be heard after item 9D (Demolition by Neglect).

Commissioner Velasquez would like to move up item 9HH (Ballot Question for March 15, 2022 Elections) to be heard after item 9AA (Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe).

Vice Mayor Paul asked to move item 5C (Resolution – Resolution in Support of the Sister Bays Program) to the consent agenda.

E. Community Notes – Mayor Charles W. Burkett

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

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

Commissioner Salzhauer appointed Randi MacBride to the Planning and Zoning Board.

- **Budget Committee** - Mayor Burkett

Mayor Burkett asked for those interested to please send in an application.

- **Parks and Recreation Committee** – Vice Mayor Paul

Vice Mayor Paul appointed Lara Frank to the Parks and Recreation Committee.

- **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.

- **Police Pension Board**

A motion was made by Commissioner Kesl to appoint William Blumenkranz, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

- **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.

G. Undergrounding Update Presentation and Discussion - Andrew Hyatt, Town Manager

Paul Abbott, Consultant, provided a presentation with the update of the undergrounding to the Commission.

Vice Mayor Paul asked if they will be digging up parts that have not been dug up before and how they will handle if they find any relicts of native americans.

Mr. Abbott answered Vice Mayor Paul's question and explained how they handled a similar situation in Key Biscayne.

Commissioner Salzhauer asked who is KCI and what is the estimate on the KCI cost.

Mr. Abbott stated that he has not received an official proposal. He stated that the only cost estimate they have is from FPL and have received information from Atlantic Broadband.

Commissioner Salzhauer asked if the \$37 million is the total cost and they will have to give the residents a firm amount.

Mr. Abbott stated it is the number he is mentioning tonight, and they have considered other unique procedures in other municipalities and they cannot increase the number for profit or margin and they evaluate it every 60 days.

Mr. Abbott stated that you will not have a concrete number until you move forward with the project, but he feels confident with the number.

Commissioner Kesl asked if they are doing the big installation, they might want to raise the boxes on concrete pedestals in the future and how feasible it is to do that.

Mr. Abbott stated that it is difficult but if you move it vertically, it will not be without disruption or loss of power.

Commissioner Kesl asked how long the project would take.

Mr. Abbott stated that it will take about 9 months to start the process of negotiating the contract and as stated in the last meeting, they need to take structured sections of the community.

Commissioner Velasquez stated that if you want to upgrade the Town, you have to invest in the Town as long as it is structured the correct way.

Mayor Burkett agrees with the Vice Mayor and spoke regarding getting workers to do work and this is probably the worse time to be presenting something like this. He agrees to put it out there and have the voters decide. He would recommend waiting a couple more years to see if prices go down.

Assistant Town Manager Greene corrected a statement regarding the ballot question to come back at the December meeting. He stated that they will not be requesting direction from the citizens whether to do the project, what you are asking them is the right to issue debt at a certain amount to be borrowed that will be tied to ad valorem taxes and there are state and charter rules that determines how that is

done. He explained the process on using the unrestricted reserve amounts that can be used.

Commissioner Velasquez asked what interest rate he looked at.

Assistant Town Manager Greene addressed the comment made by Commissioner Velasquez.

Commissioner Salzhauer asked what amount they are looking at putting in and what the estimate would be next year. She agrees with Mayor Burkett and believes this is a lot of money and she does not like to get into debt. She also commented that this would not allow funding for other projects.

Assistant Town Manager Greene addressed the comment made by Commissioner Salzhauer.

Commissioner Salzhauer stated that it should be given to the voters since they already spent \$500,000 to do this study.

Commissioner Kesl asked if they do the ballot question, he would like to hear from the residents.

Vice Mayor Paul agrees that it should be given to the residents to vote on this item. She asked regarding how the water and sewer is related to this and when will it be paid off.

Assistant Town Manager Greene addressed the comment made by Vice Mayor Paul and stated that the water and sewer is a different fund and spoke regarding the amount left to be paid.

Commissioner Velasquez spoke regarding the project and the need for it to be done now because if they continue to wait the cost will continue to rise.

Mayor Burkett spoke regarding the debt and the amount of money being put aside every year. He stated that generally what that would mean is that if they went ahead and funded it, they would end up not putting any money aside to save and still have the same amount of money in the savings account and would not be able to save more unless they raise taxes.

Commissioner Velasquez stated that the property values will continue to rise. She asked if the amount includes the 96th Street Park. She continued discussing the funding and cost of the undergrounding project.

Assistant Town Manager Greene addressed the comment made by Commissioner Velasquez and stated that the budgeted amount would be short because they are adding LEED requirement.

Mayor Burkett stated that it is important to have the information sent out to the voters.

The following individuals from the public spoke:

Jeff Rose is glad that they will be putting it on the ballot and what is the working time and time of finishing the project. He also suggested to put more money towards the walkability project.

Marianne Meischeid asked where the \$375,000 from the Shul development agreement for undergrounding went and she has not received a response.

George Kousoulas explained the issue with the alleys.

Debbie Cimadevilla spoke regarding the undergrounding and besides the Shul the Surf Club also put money aside for beautification. She also asked to reach out to the engineers and synchronize with whatever work is done around Abbott Avenue.

Mr. Abbott stated that it would take about 5 years to finish the project.

Assistant Town Manager Greene addressed the comments made by Ms. Meischeid and stated that in the Shul development agreement it states that the money is put into an escrow account and they are in talks with the Shul.

Vice Mayor Paul stated that there was an issue with the alleyway and if the Town would undertake the undergrounding can the Town take ownership.

Mayor Burkett asked if that area is part of the undergrounding.

Assistant Town Manager Greene addressed the comment made by Mayor Burkett and stated that yes, it is.

Mr. Abbott stated that he did not put the Shul in that allowance because they are responsible for their part of the undergrounding but does have the alleyway.

Commissioner Kesl asked if the Shul does not pay for the undergrounding can they use that money to pay down the parking fund. He commented if they have to use that money for the undergrounding.

Assistant Town Manager Greene addressed the comment made by Commissioner Kesl and stated that Shul cannot underground the alleyway themselves.

Commissioner Salzhauer commented on the undergrounding by the Shul and can they give direction to the Shul to do their own undergrounding.

Assistant Town Manager Greene stated that the \$350,000 is not enough for the underground.

Town Attorney Arango stated that it is platted as a private property and they need to obtain consent of the property owners.

Commissioner Salzhauer asked if they need direction for them to do their part of the undergrounding.

Vice Mayor Paul explained why she stated for the Town to take ownership of the alleys in order to make improvements.

Assistant Town Manager Greene explained the issues with the comment made by Vice Mayor Paul.

Mayor Burkett stated that he likes the idea to explore the possibility of taking ownership of the alley and determine who the owners are as it pertains to the plat.

Town Attorney Arango asked if they are asking to take over the alley.

Mayor Burkett stated that he believes it is a good idea, and for the administration to explore the options and bring to the next meeting.

H. Presentation of the 2021 Public Pension Standards Award - Andrew Hyatt, Town Manager

Town Manager Hyatt made the presentation.

2. Quasi-Judicial Hearings – N/A

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

A motion was made by Commissioner Velasquez to approve the Consent Agenda, seconded by Commissioner Kesl. 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
- October 12, 2021 Regular Town Commission Meeting Minutes

Approved on consent.

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

Approved on consent.

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

Approved on consent.

D. Committee Reports - Andrew Hyatt, Town Manager

- 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

Approved on consent.

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

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.

Approved on consent.

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

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

Approved on consent.

**G. Resolution Authorizing Expenditure of Forfeiture Funds for FY 2021-2022 -
Andrew Hyatt, Town Manager**

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.

Approved on consent.

**H. Approval of 2022 Regular Town Commission Meeting Dates and Agenda
Deadlines – Sandra N. McCready, Town Clerk**

Approved on consent.

**I. Authorization to Expend to Preserve Historical Town Documents – Sandra
N. McCready, Town Clerk**

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.

Approved on consent.

**J. Robert Fisher Historic Designation by the Town of Surfside Proclamation
Approval - Andrew Hyatt, Town Manager**

Approved on consent.

K. Town Hall Fire Alarm System Upgrade - Andrew Hyatt, Town Manager

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.

Approved on consent.

- L. FY 2021 Budget Amendment Resolution No. 11- Andrew Hyatt, Town Manager**

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.

Approved on consent.

- M. Resolution Urging the Florida Service Commission to Reject or Reduce FPL's Proposed Rate Increase – Vice Mayor Tina Paul**

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.

Approved on consent.

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**

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 advised the Commission on the recommendations made by the Planning and Zoning Board.

Vice Mayor Paul explained the changes and the new language proposed and what was recommended by the Planning and Zoning Board.

Commissioner Salzhauer is not fine with 10 feet.

Discussion took place among the Commission regarding the changes proposed.

The following individuals from the public spoke:

George Kousoulas
Bill Thompson
Sebastian Garcia
Gil Garcia
Jeff Rose
Randy Rose

Commissioner Salzhauer wanted to know what the importance of the 10-foot balcony is.

Mr. Kousoulas addressed the comments made by Commissioner Salzhauer.

After a lengthy discussion among the Commission, the following motion was made.

A motion was made by Commissioner Velasquez to approve the Ordinance as written on second reading, seconded by Vice Mayor Paul. The motion carried with a 3-2 vote with Commissioner Salzhauer and Commissioner Kesl voting in opposition.

(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**

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.

This item is linked with item 9GG.

Commissioner Salzhauer left the meeting at 10:43 p.m.
Commissioner Salzhauer arrived back to the meeting at 10:44 p.m.

Allyn Kilsheimer provided an update on the status of the item. He stated that the access to the site was from the 25th to 29th of October with limited access with a drone. During that time frame they had the right to walk around an offsite facility. He described the piles of the building portion that collapsed and the portion that was demolished. He stated that they were told that the very large pieces were somewhere else. He also provided an update on a telephone conference with NIST.

Commissioner Salzhauer asked why they are not allowing him to do his job.

Mr. Kilsheimer addressed the comments made by Commissioner Salzhauer.

A motion was made by Vice Mayor Paul to extend the meeting for 30 minutes (11:00 p.m.), seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Commissioner Salzhauer would like to have answers and when he is allowed in will they get the information they need

Commissioner Velasquez asked if they have the commitment of other people that will be paying for this and who is paying for this.

Mr. Kilsheimer stated that they will run out of the \$750,000 before December

and he stated how much more money he will need to do the testing and offsite material. He explained the worst-case scenario and they are doing the best they can with what they will have.

Commissioner Kesl asked if other levels of government care about this.

Further discussion took place among the Commission and Mr. Kilsheimer regarding the cost expended and the additional cost to be incurred.

Vice Mayor Paul spoke regarding the report that was received today and it is more detailed and essentially it is necessary to find out what happened. She also asked regarding the satellite infrastructure monitoring and if he concluded his findings for Champlain East and Champlain North and if so could they have that report.

Mr. Kilsheimer stated that the satellite data is in the budget and they will start talking to them after they know the kind of foundation system this building had because nobody knows what foundation that building had. He stated that in Champlain North there is nothing that he saw there that is anything of imminent danger of collapse. As it pertains to Champlain East, it is a different design than the other one and when they know more about the material on Champlain South, they will finish the study.

Mayor Burkett stated that Mr. Kilsheimer is correct and Surfside as well as Mr. Kilsheimer have been treated very badly including himself and they have been blocked from getting on the site. He stated that it seems to be a reason why things aren't moving, and it has become convoluted. He stated that he wants Mr. Kilsheimer to be the lead in finding out why the building fell. He stated that they need to find out how this will work, and who will pay for it.

Mr. Kilsheimer stated that they made their own decision with the information they are developing.

Commissioner Salzhauer stated that this is upsetting to witness, and they will not make it easy for Mr. Kilsheimer to get in there and he is the right guy for this.

Commissioner Velasquez stated that within the \$750,000 approved they could do the geotechnical.

Mr. Kilsheimer stated that the geotechnical is \$450,000.

Commissioner Velasquez stated she does not understand how doing testing on concrete will help other buildings. She is proposing giving grants to condominiums, so they can do their own testing.

Mr. Kilsheimer stated that they cannot do the same geotechnical like the one

they can do because they are on an occupied dwelling. He stated that the soil is not the issue itself.

Vice Mayor Paul asked if ~~with~~ the additional \$750,000 will be enough to get the testing done.

Mr. Kilsheimer stated it will get them to do all the work.

A motion was made by Commissioner Velasquez to extend the meeting for another 30 minutes until midnight, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

Vice Mayor Paul would like to request funding to assist with covering the cost for this investigation. She suggested to ask Congresswoman Wasserman-Shultz to request appropriation funding for the Town.

Mayor Burkett stated that he is on board in getting answers and the Town is getting blocked and those individuals at those levels are the ones blocking them.

Mr. Kilsheimer stated that the Receiver will get them to do the sampling and testing on the site shortly.

Commissioner Velasquez stated why they aren't going to Congresswoman Wasserman-Shultz for more money.

Mr. Kilsheimer stated that they have been working and they cannot do the geotechnical study without doing the destructive study on site. He explained the right the Receivership is able to give them at this time.

A motion was made by Vice Mayor Paul to extend the meeting for another 30 minutes (until 12:30 a.m.), seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

The following individuals from the public spoke:

Marianne Meisheid
George Kousoulas
Randy Rose
Yadira Santos

Mayor Burkett asked Mr. Kilsheimer what is the most importance thing he needs to get to the bottom of what happened.

Mr. Kilsheimer addressed the comments made by Mayor Burkett.

After a very lengthy discussion the following motion was made.

A motion was made by Vice Mayor Paul to approve the resolution with an amount of \$750,000 to get him through December and then if he needs more money, he will then come before the Commission, seconded by Commissioner Kesl. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition because she prefers the money to go to the surfside residents to determine the condition of their own property.

B. FY 2022 Budget Amendment Resolution No. 1 - 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.

Assistant Town Manager Greene provided an explanation of the item.

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

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

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.

This item was moved and adopted under the Consent Agenda (Item 3).

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

The following individuals from the public spoke:

Eduardo Yero, spoke regarding the Chief of Police search and the big question asked is what is it they are looking for. Is it someone with a big resume and published on police journals or someone that knows the community. He stated that

Captain Healy is someone that has been here and knows the community. He stated that Captain Healy cared about Surfside before having a job here.

Jeff Rose commended Captain Healy and has seen more patrol officers in the street, he commended Public Works staff and they need to show appreciation to staff and treat staff like they treat others.

David Lombardi spoke regarding the dock issue on Point Lake and they are concerned that there is a loop hole in the zoning code.

Mel Schlezer, spoke regarding the dock and Point Lake.

Randy Rose spoke regarding the dock and seawall.

Marion Ott spoke regarding the dock and Point Lake.

Vice Mayor Paul spoke regarding working on this portion of the dock in the new zoning code with Town Attorney Recio and included it in the ZIP.

Commissioner Salzhauer addressed comments made by the public regarding the stop signs, the dock and Point Lake.

Commissioner Velasquez addressed the comments made by the public regarding the stop signs, dock and Point Lake.

Commissioner Kesl spoke regarding the 2006 zoning code as it pertains to the dock.

Mayor Burkett spoke regarding the old zoning code and the comments made by the public. He would like to direct the Town Attorney to put it into the ZIP.

Commissioner Velasquez stated that they should not allow any more docks in that small area of water and they should have these docks on the wider parts.

A motion was made by Commissioner Salzhauer to amend the code to address docks to limit dock projections to 10% of the width of the waterway, 10% of the width of the property and cannot block navigability and for lots with water on two sides to only allow dock on the wider waterway, seconded by Commissioner Velasquez. The motion carried with a 5-0.

Vice Mayor Paul asked if they pulled the dock from the ZIP.

Town Attorney Arango advised to issue the separate ZIP and advertise it as soon as possible. This would be a separate ordinance for this and a separate ZIP because it expires in the next month.

Mayor Burkett asked if they could add it to the ZIP before it expires.

Further discussion took place among the Commission regarding the ZIP and changes to the language as it pertains to the dock.

Town Attorney Recio explained on the map where Point Lake and North Canal are

located, and the changes proposed to the ZIP.

A motion was made by Vice Mayor Paul to direct the Town Attorney to investigate the ownership of the lake bottom of Point Lake and North and South Canal and to engage Miami Dade County to collect taxes, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

The meeting took a recess at 9:53 p.m.
The meeting resumed at 10:00 p.m. with Commissioner Salzhauer absent.

Commissioner Salzhauer entered the meeting at 10:05 p.m.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

D. Demolition by Neglect - Mayor Charles W. Burkett

Deferred to the next meeting.

E. Excessive Homeless Contribution Made by the Former Commission - Mayor Charles W. Burkett

Deferred to the next meeting.

F. Lowering of Property Taxes and Water Bills – Staff Report – Andrew Hyatt,

Town Manager

Deferred to the next meeting.

G. Climate Environmental Collective Revised - Vice Mayor Tina Paul

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

K. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

N. License Plate Readers – Mayor Charles W. Burkett

Deferred to the next meeting.

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

Deferred to the next meeting.

P. Permit Process - Mayor Charles W. Burkett

Deferred to the next meeting.

Q. High Water Bill – Mayor Charles W. Burkett

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

T. One-way Automatic Gate at 96th Street and Bay Drive - Mayor Charles W. Burkett

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

Z. Private Security Service – Mayor Charles W. Burkett

Deferred to the next meeting.

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

Deferred to the next meeting.

BB. Remote Participation by Commissioners – Commissioner Charles Kesl

Deferred to the next meeting.

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

Deferred to the next meeting.

DD. Champlain South Memorial Park at 88th Street End - - Commissioner Eliana Salzhauer

Deferred to the next meeting.

EE. Budget Meeting Fiasco - Commissioner Eliana Salzhauer

Deferred to the next meeting.

FF. Zoning In Progress Extension – Tony Recio, Town Attorney

A motion was made by Commissioner Kesl, seconded by Vice Mayor Paul with the changes as presented by Town Attorney Recio and it will be advertised December 7, 2021. The motion carried with a 5-0 vote.

Town Attorney Recio stated that the one relating to the dock will be done separately that will go into effect immediately and the other one will go into effect December 7, 2021. He explained the changes to the Commission on their handouts.

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

GG. Ocean Front Grant Study Program – Commissioner Nelly Velasquez

This item is linked with item 5A.

HH. Ballot Question for March 15, 2022 Elections – Commissioner Nelly Velasquez

Commissioner Velasquez presented the item and would like to see at the next ballot for election in March the undergrounding, place hedges in the Charter, make the Police Chief a charter officer and for the Commission to be paid and do a study of all other cities compensation for elected officials.

Mayor Burkett asked for her rationale regarding her statement.

Commissioner Velasquez stated that if the Police Chief is not working out the Commission has a say and could remove the Police Chief.

Vice Mayor Paul stated that she supports the undergrounding. She disagrees with placing the Police Chief as a charter officer and it should be up to the Town Manager. She stated that she added the hedges to the ZIP because of the controversy. She stated that as it pertains to compensation for the Commission, the question should be worded should the Commission be compensated and to put a certain amount.

Commissioner Kesl will support the undergrounding to go to the voters. He stated that many municipalities pay a living wage for their position and let the voters decide.

Commissioner Salzhauer agrees to ask the residents if they want to pay for the undergrounding. She does want the Town Manager to make the decisions but will have to put more thought into that. She does not believe adding hedges to the charter. She does agree for the Commission to have a salary.

Mayor Burkett asked for the Town Clerk to provide dates to have a workshop before the next commission meeting to hold a charter question workshop.

Mayor Burkett stated that they need to have statements in the charter that residents can decide as to height and density.

A motion was made by Commissioner Kesl to extend the meeting for 5 minutes (until 12:36 a.m.), seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

The following individuals from the public spoke:

Randy Rose spoke regarding increasing the height.
Jeff Rose spoke regarding leaving the Police Chief up to the Town Manager
and raising the homes.

Commissioner Salzhauer addressed the comments made by the public
speakers.

II. Art in Public Spaces Committee – Commissioner Charles Kesl

Deferred to the next meeting.

10. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without
objection at 12:33 a.m. (November 10, 2021), seconded by Commissioner Kesl.
The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCreedy, MMC
Town Clerk



**Town of Surfside
Town Commission Workshop
MINUTES**

November 17, 2021

5:30 p.m.

Town Hall

9293 Harding Ave, 2nd Floor Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 5:35 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.

Commissioner Eliana Salzhauer and Commissioner Charles Kesl were absent.

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

C. Pledge of Allegiance

Interim Chief Healy led the Pledge of Allegiance.

D. Mayor and Commission Remarks

There were no remarks.

2. Discussion on Items to be Placed on the March 15, 2022 ballot.

Hedges

Commissioner Velasquez would like to add a ballot to the March election ballot related to the Hedges. She believes it should be up to each resident or 6 feet should be the highest. Mayor Burkett spoke about the proper language to be used in order not to put residents in a bad position.

Public speaker George Kousoulas stated that having such language on the charter may be overreached. He spoke about the possibility of focusing on the height of the homes.

Mayor Burkett further spoke of the possibility of some language stating it shall not be less than 6 feet tall.

Commissioner Velasquez stated that this topic gives many residents anxiety, especially for the corner lot residents.

Vice Mayor Paul agreed with Commissioner Velasquez and that's why she added it to the Zoning in Progress. She doesn't believe it has to go on the Charter, but agrees with letting voters decide.

Further discussion took place among the Commission and language. Consensus was reached for the language to be as follows: "The Town Commission shall never mandate that hedges be less than 6 feet in any areas in the residential district".

Town Commission Salaries and Benefits

Commissioner Velasquez requested to also add Commission compensation on the March 15, 2022 ballot. She believes that it is a lot of work and they should be compensated.

Vice Mayor Paul agrees having the voters decide. She doesn't expect it but she is ok with putting it to the voters.

Randy Rose believe that North Miami and North Miami Beach are two municipalities that pay. He further stated that in some instances they received insurance and other benefits. He appreciated everyone's time and it doesn't hurt to ask and let the people speak.

Commissioner Salzhauer arrived at 5:48 p.m.

Commissioner Salzhauer stated that she requested some information regarding Elected Official salaries.

Town Attorney Arango stated that she replied providing a report that is released by the Miami Dade Commission on Ethics. Town Attorney Arango provided Commissioner Salzhauer with a hard copy of the report.

Town Manager Hyatt stated that the Florida League of Cities usually puts out City stats that are available to the public.

Commissioner Salzhauer stated that you get what you pay, and she believes this position is not worth a \$1 per year. She is not speaking about getting rich but being fairly compensated.

Some discussion took place relating to how Bal Harbor sets their elected officials' salaries.

Vice Mayor Paul read the Bal Harbor Charter section related to this matter into the record.

Commissioner Velasquez believes it should be a set amount but not with cost of living

Commissioner Salzhauer stated that if they are going to move forward, they should come up with a number.

Commissioner Velasquez stated the salaries of the City of Aventura elected officials.

Commissioner Salzhauer believes that \$25,000 could be a fair number.

Commissioner Velasquez believes that \$25,000 is too much money and that \$10,000 could be a better number.

Vice Mayor Paul gave her perspective. She doesn't think that money should motivate people to run. You should be motivated to serve your community, and she sees it more like a bonus for their services.

Further discussion took place regarding the issue.

Vice Mayor Paul suggested \$500 a month.

Commissioner Velasquez spoke about \$500 monthly.

Commissioner Salzhauer believes it is too little for the work it takes.

Consensus of majority was to put some language on the ballot for a \$1000 a month flat with no cost-of-living adjustment.

George Kousoulas spoke on the issue and he thinks that the rationale of the Vice Mayor and Commissioner Velasquez is the right one.

Further discussion took place and consensus was reached to put a ballot question on the March 15, 2022 to ask the residents if the Town Commission should get paid \$1,000 per month and receive individual health insurance. Mayor Burkett objected to this ballot question.

Undergrounding the Powerlines

Assistant Town Manager Jason Greene requested not to exceed the amount that the Commission would like to place on the ballot.

There was some discussion with the “Pay as you go” concept and there was not consensus for this concept.

There was consensus to use “not to exceed \$40,000,000” language.

Commissioner Velasquez believes that \$3 million dollar could be a deal breaker.

Vice Mayor Paul believes that the Town should have a cushion and to have in mind that the alley is included.

Height and Density

Mayor Burkett spoke about some ballot language that he had shared with the Town Attorney. He read the title into the record and it read as follows:

“The density of development and structures within the Town of Surfside shall never exceed 70 units per acre, nor shall the height ever exceed ???? to the top of the building for properties on the ocean, and never exceed a height of 40 feet above the crown of the road to the top of the building on the blocks between Collins and Harding, nor ever exceed ????? above the crown of the road to the top of the building in the residential district. The erosion control line shall never be used to calculate density, only the bulkhead line shall be used. Lot size restrictions and requirements on the ocean shall be those which were in effect in the 2004 zoning code. 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 more than 70% of the electors of the Town of Surfside.”

He believes that Surfside should remain the small town they all believe it is.

Vice Mayor Paul stated that this is already in the Charter and that the issue to her is the aggregation of the lots that’s allowing the big buildings and parking garages.

Public speaker George Kousoulas spoke about the issue and provided some specific details related to the matter.

Commissioner Salzhauer stated that she is not interested in raising houses. She further stated that Lindsay Lecour's house was completed within the code. She believes that this is not a matter that should be added to a ballot question.

Mayor Burkett stated that one of his main concerns has always been the density, intensity and height of properties.

Vice Mayor Paul reminded the Town Commission that some of these issues can be resolved during the upcoming Charter Review that takes place every 10 years.

Commissioner Velasquez believes that protection to the single-family district should be a priority and should be in the Charter. She believes that it is their duty to protect their Town.

Mayor Burkett believes that the 30 feet in the charter may be a little low.

Commissioner Salzhauer believes it is too high.

Public Speaker Jeff Rose stated that the Planning and Zoning Board had a workshop last night and requested some language regarding this matter to be considered by the Town Commission to be added to the ballot.

Vice Mayor Paul proposed that in case of a hurricane and devastation of a building occurs, that they can re-develop per the code that was in place when the building was built. She believes that if you go by another code, you are at risk of displacing some owners.

Commissioner Velasquez believes that this may become complicated to place it on as a ballot question.

Commissioner Salzhauer is not supportive of adding a question related to this matter on the ballot.

Further discussion took place about locking the height of the building in the ocean, the ones in the corridor and if anyone wanted to amend that, you will need 70 percent of the voters to vote.

Mayor Burkett also spoke about removing the language addressing the measurement from the erosion control line to use the bulkhead line instead.

Public speaker George Kousoulas provided an explanation on the matter.

Vice Mayor Paul believes that all these requirements are already in the Charter.

Discussion regarding what the current charter states that the higher measurement is 120 feet. However, it does not state where you measure from.

Mayor Burkett stated that he is trying to set the number where you measure from and setting a new height for buildings.

Recap – 120 feet above NGVD 18.25

The erosion control line shall never be used to calculate density, only the bulkhead line shall be used.

There shall not be more “magic” acre

60% of voters must vote in order to overturn any of these provisions.

Public speaker Randy Rose had a question regarding the number of voters that is required to approve a ballot question. He further spoke about parking garages being built underground and suggested that everyone should be more conscious about sea level rise.

Mr. Rose further requested consideration to allow to place on the Champlain Tower South property 18 floors instead of 12 floors so that it helps with the wrongful death cases.

Commissioner Velasquez objected to Mr. Rose’s suggestion.

Commissioner Salzhauer objected to Mr. Rose’s suggestion.

Public speaker Jeff Rose spoke and provided his opinion regarding some of the zoning matters previously discussed.

Vice Mayor Paul stated once again that all these requirements are already in the Charter.

Commissioner Salzhauer would like to add a question to the ballot for no overnight beach furniture storage on the beach. There was consensus to add this item to the ballot.

No other questions were asked by the Commission.

Public speaker Randy Rose commented on the decision of the Commission that it is more important to put a beach furniture storage and hedges height in the ballot instead of allowing the Champlain Tower South property height in order to assist with wrongful death cases.

3. Adjournment

There being no further business to discuss, the meeting adjourned at 8:00 p.m.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCreedy, MMC
Town Clerk



**TOWN MANAGER’S REPORT
DECEMBER 14, 2021**

I. TOWN DEPARTMENTS

Building Department

A. The surge in new building business continues, as both Surfside residents and the contracting community are coming into the Building Department lobby in record numbers to inquire about and apply for building permits for a wide variety of construction projects. For example, one developer brought in four new single-family permit applications in one morning. We expect permit numbers in the next few months to significantly exceed prior years. This also means many more plans reviews and inspections for our entire Building Team.

B. Building Department Permit and Inspection numbers for the month continue to soar over prior months as follows: November 2021: 173 Building Permits issued (a 55% increase); 149 Inspections performed (a 65% increase); 25 lien searches completed; 25 TCO’S/CO’S issued (a 400% increase). These numbers have significantly increased over prior months.

C. Evelio Mantilla, our new Building and Roofing Inspector has risen to this major challenge as his daily inspection workload has nearly doubled. Feedback from contractors and customers in the field has revealed his full commitment to excellent customer service and building code compliance.

D. The Building Department continues to advocate for the acceleration the 40 Year Building Recertification to commence with buildings 30 Years Old (instead of 40 years old). With full support from the Miami Dade Building Official’s Association and Board of Rules and Appeals, this recommendation is now going forward to the Miami-Dade County Commission for discussion, with legislative action ultimately amending Miami Dade County Code Chapter 8, Section 8-11. We also anticipate not only this change at the county level to the Miami-Dade Code but also a change at the state level to the 2023 Florida Existing Building Code with the addition of a chapter entitled: “Buildings 30 Years or Older”.

E. With the completion of the conceptual floor plan design for the modernization and physical remodel of the Building Department front office, the design engineer is now preparing construction plans to go out for bid for pricing and subsequent approval. Building Official Jim McGuinness continues to assist with the design progress of our new 96th street community park, both as a LEED advisor and Building Code Official.

Code Compliance Division

A. Code Compliance Cases: As of December 2, 2021, the total number of active, open cases being managed is 178. Of these cases, 66 cases are still under investigation and are working towards compliance; 13 cases are on-hold; 27 cases are in the Special Master hearing queue; 9 cases are in post-hearing status; 21 code cases have been issued liens and remain unpaid; 42 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 November, the Code Compliance staff has conducted an approximate of 142 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 November 30, 2021, 15 cases have paid/settle for a total monetary collection of \$8,939
- FY 21: 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 41 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 13 Code Compliance cases to the Special Master.

Community Services & Public Communications Department

A. In November, the Communications and Tourism Departments secured five potential vendors to present to the Tourist Board for Third Thursdays event planning, creating a rating scale for board members to objectively rank the vendors. Friday Beach,

owned by Sara Liss, was selected. The events will run from January – March. Design work and marketing materials are in the works and were presented to the vendor and board in December.

B. The monthly “Keeping Up with Surfside” internal newsletter was launched to inform employees about upcoming deadlines, training dates, benefits and general feature stories. This will provide opportunities a chance for staff to better know each other and make connections to create a more positive work environment.

C. For the first time in over a decade, the Town of Surfside Gazette was done completely internally, launching a new design for December. The layout, photography and content were a collaborative effort between Communications and Tourism to develop a more reader-friendly publication.

D. Four original videos were shot, produced and edited by Communications and Tourism to promote beach safety, provide general information about Town processes and announce the winner of the Sustainably Surfside contest. Several of these videos include a Spanish version. Based on the latest Census data for Surfside, more than 63% of residents speak a language other than English at home, with 44% or so speaking Spanish. With this in mind, Communications is working to incorporate more bilingual materials and videos.

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. *COVID Vaccine Outreach:* With assistance from the Florida Department of Health, coordinated a COVID Vaccine event for children's and adult boosters at Town Hall.

D. *EEOC Discrimination Complaints:* Awaiting on response with regards to EEOC complaints filed by Mr. Victor May.

E. *Chief of Police Recruitment:* Received over 60 resumes from local and national applicants. Conducted interviews of 11 candidates. The recruitment process is ongoing.

F. Updated Job Descriptions: Reviewed and updated job descriptions related to Public Works and Parks and Recreation.

G. Interviews: Conducted interviews for Refuse Collector, Code Compliance Officer, Lifeguard (FT).

H. Staff Workplace Investigation: Communicated with Town Attorney, independent third party, and coordinated staff interviews regarding a workplace investigation. Updated and provided all staff the revised version of the Anti-Discrimination and Harassment Policy following the recommendations included in the final investigative report.

I. Staff Training: Full -Time Staff completed the new version of the required FEMA incident command trainings (IS-100.c, IS-200.c, IS-700.b and IS-800.D)

J. 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.

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

L. 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, and 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
- Criminal records check – level 2 for all Parks and Recreation instructors/concession staff
- Safety and wellness initiatives

<i>Finance Department</i>

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

<i>Parks and Recreation Department</i>

Parks and Recreation continued to operate the following facilities: The 96th Street Park, the Beach Lifeguard Tower, Hawthorne Tot Lot and the Dog Park. Winter programming classes are in full swing for Winter session I. Online registration has been setup for all Parks and Recreation Programs beginning this winter. 96th Street Park design continues to move forward. The LEED part of the design process is under way. Construction Documents are underway and projected to be 90% completed by the end of December. The RFQ for the Park construction, is in the planning process and should be completed once the Construction Documents are done. Winter Camp begins December 20 and runs through December 30. The Annual Winter Wonder Land Event with snow will be December 12, 2102 at 96th street park. A new Aquatics Supervisor has been appointed by the Recreation Department. Marianella Luces stated in the roll-on November 22,2021.

<i>Planning Department</i>

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

<i>Police Department</i>

A. Police Department Statistics (November 1 – November 30, 2021)

- Traffic Citations – 704
- Parking Citations – 705
- Arrests – 6
- Incident/Crime Reports – 46

B. Police Department Re-Accreditation Onsite Assessment

The Police Department's onsite Re-Accreditation assessment will take place December 7 - 9, 2021. PD is seeking Re-accreditation status for the fourth consecutive cycle having achieved the prestigious initial Commission for Florida Law Enforcement Accreditation

(CFA) in 2009. A team of CFA assessors will examine all aspects of the Surfside Police Department's policies and procedures, management, operations, and support services. The Police Department must comply with more than 250 standards in order to receive reaccredited status. Many of the standards are critical to life, health, and safety issues.

C. Police Events/Community Outreach

- The Police Department will be collecting toys for our 13th Annual Toy Drive. The toys will be donated to local families in need as well as a domestic violence shelter.
- The Florida Department of Transportation (FDOT) District Six in conjunction with the Sunny Isles Beach Police Department hosted a multi-agency traffic safety enforcement and educational detail on December 1, 2021. Law enforcement focused 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. Officer Loxley Arch represented Surfside.
- Detective Bobby Gabriel and Detective Diana Leon distributed a Community Awareness flyer to the residents in the 9100 to 9300 blocks of Abbott and Byron Avenue on December 1, 2021. The flyer referenced the increase in vehicle burglaries occurring in the 9200-9300 blocks of Abbott Avenue between Friday's and Saturday's. All the vehicles were left unlocked. The flyer provided valuable safety and crime prevention tips for the residents.
- The Miami-Dade County Association of Chiefs of Police (MDCACP) will be presenting a Leadership Award to retired Chief Julio Yero and Miami-Dade Police Department Director Alfredo Ramirez in reference to the response to the Champlain Towers South Collapse at the MDCACP luncheon at the Indian Creek Country Club on December 8, 2021. The Command Staff and Town Management will be attending.
- The Mystic Force Foundation in conjunction with the Broward Sheriff's Office Neighborhood Support Team will host a Gold Ribbon Parade on December 10, 2021 beginning at 11:00 a.m. A caravan of Broward Sheriff's Office and Law Enforcement vehicles from across South Florida decorated with Gold Ribbons will travel past Joe DiMaggio Children's Hospital and Salah Foundation Children's Hospital in support of our littlest Heroes battling childhood Cancer. Officer Loxley Arch will participate in this momentous event with his Surfside police vehicle proudly displaying gold ribbons in support of childhood cancer awareness.
- The Police Department has assigned a police officer to assist the Parks and Recreation Department as needed with their annual Winter Wonderland Bash on December 12, 2021 at the 96th Street Park.
- The Surfside Police Department will host two community blood drives on December 12th and 22nd, 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 December 15, 2021 from 10:00 a.m. – 2:00 p.m. in the Commission Chambers.
- The monthly Coffee with the Cops is December 30, 2021 at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 11/01/2021 - 11/30/2021

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Safety Concern)	1	1	0.1
Code Compliance (Violation)	3	3	0.5
Drainage/Flooding (PW)	3	0	
Other	2	0	
Police (Safety Concern)	1	1	0.7
Street lights (PW)	2	0	
Utilities (Water/Sewer) (PW)	1	0	
Beach Patrol	2	2	4
Dead Animal	1	0	

Requests filtered by request category that have been created 01/01/2014 - 11/30/2021

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	238	216	16.6
Code Compliance (Safety Concern)	113	110	19.7
Code Compliance (Violation)	191	187	17.6
Community Center (P & R)	12	10	7.4
Dog Stations (P & R)	18	18	2.6
Drainage/Flooding (PW)	46	34	17
Graffiti (PW)	5	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	329	282	18.2
Police (Safety Concern)	104	102	5.5
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)	79	60	83.2
Surfside Dog Park (P & R)	12	11	0.7
Utilities (Water/Sewer) (PW)	49	35	24.2
Barking Dog	13	13	12.2
Beach Patrol	8	7	2.6
Parking Issue	111	105	2.1
Construction Issues	51	41	13.7
Dead Animal	8	5	8.7

III. TOWN PROJECTS***96th Street Park***

The Design Team has completed 60% Construction Drawings, which are being reviewed by the LEED consultant for point compliance and any further resiliency recommendations. The Design Team is aiming to submit the 90% Construction Documents for permit review by the end of December.

Abbott Avenue Drainage Study

Progress Status Report – Attachment “C”

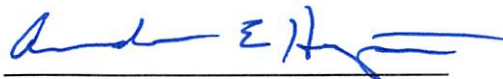
Byron/Bay Closure Study

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

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2022
As of OCTOBER 31, 2021
8.3% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

December 14, 2021

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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GENERAL FUND - 001

REVENUE	\$ 94,475	\$16,592,940	1%
EXPENDITURES	2,378,860	\$16,592,940	14%
Net Change in Fund Balance	(2,284,385)		
Fund Balance-September 30, 2021 (Unaudited)	20,920,841		
Fund Balance-October 31, 2021 (Reserves)	<u>\$ 18,636,456</u>		

TOURIST RESORT FUND - 102

REVENUE	\$ 276,304	\$3,517,323	8%
EXPENDITURES	385,298	\$3,517,323	11%
Net Change in Fund Balance	(108,994)		
Fund Balance-September 30, 2021 (Unaudited)	4,063,018		
Fund Balance-October 31, 2021 (Reserves)	<u>\$ 3,954,024</u>		

POLICE FORFEITURE FUND - 105

REVENUE	\$ -	\$107,159	0%
EXPENDITURES	22,978	\$107,159	21%
Net Change in Fund Balance	\$ (22,978)		
Fund Balance-September 30, 2021 (Unaudited)	221,034		
Fund Balance-October 31, 2021 (Reserves)	<u>\$ 198,056</u>		

TRANSPORTATION SURTAX FUND - 107

REVENUE	\$ 30	\$287,097	0%
EXPENDITURES	0	\$287,097	0%
Net Change in Fund Balance	30		
Fund Balance-September 30, 2021 (Unaudited)	547,674		
Fund Balance-October 31, 2021 (Reserves)	<u>\$ 547,704</u>		

BUILDING FUND - 150

REVENUE	\$ 137,362	\$1,125,469	12%
EXPENDITURES	84,760	\$1,125,469	8%
Net Change in Fund Balance	52,602		
Fund Balance-September 30, 2021 (Unaudited)	1,913,914		
Fund Balance-October 31, 2021 (Reserves)	<u>\$ 1,966,516</u>		

CAPITAL PROJECTS FUND - 301

REVENUE	\$ 322	\$332,500	0%
EXPENDITURES	0	\$332,500	0%
Net Change in Fund Balance	322		
Fund Balance-September 30, 2021 (Unaudited)	5,894,823		
Fund Balance-October 31, 2021 (Reserves)	<u>\$ 5,895,145</u>		

NOTES:

- 1) Many revenues for October 2021 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.
 - 2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.
- A. Includes \$2,000,000 available for hurricane/emergencies. The unaudited balance of \$18,920,841 is unassigned fund balance (reserves).

PROPRIETARY FUNDS		ACTUAL	ANNUAL BUDGET	% BUDGET
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WATER & SEWER FUND - 401

REVENUE	\$ 326,094	\$4,473,190	7%
EXPENDITURES	119,644	\$4,473,190	3%
Change in Net Position	206,450		
Unrestricted Net Position-September 30, 2021 (Unaudited)	(1,383,444)		
Unrestricted Net Position-October 31, 2021 (Reserves)	<u>\$ (1,176,994)</u>		

MUNICIPAL PARKING FUND - 402

REVENUE	\$ 189,646	\$1,264,180	15%
EXPENDITURES	248,747	\$1,264,180	20%
Change in Net Position	(59,101)		
Unrestricted Net Position-September 30, 2021 (Unaudited)	1,754,091		
Unrestricted Net Position-October 31, 2021 (Reserves)	<u>\$ 1,694,990</u>		

SOLID WASTE FUND - 403

REVENUE	\$ 116,651	\$1,811,003	6%
EXPENDITURES	195,206	\$1,811,003	11%
Change in Net Position	(78,555)		
Unrestricted Net Position-September 30, 2021 (Unaudited)	(247,933)		
Unrestricted Net Position-October 31, 2021 (Reserves)	<u>\$ (326,488)</u>		

STORMWATER FUND - 404

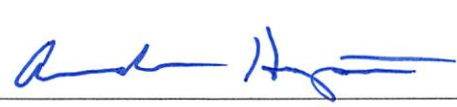
REVENUE	\$ 72,184	\$889,000	8%
EXPENDITURES	101,344	\$889,000	11%
Change in Net Position	(29,160)		
Unrestricted Net Position-September 30, 2021 (Unaudited)	3,654,490		
Unrestricted Net Position-October 31, 2021 (Reserves)	<u>\$ 3,625,330</u>		

FLEET MANAGEMENT FUND - 501

REVENUE	\$ 63,652	\$780,044	8%
EXPENDITURES	183,561	\$780,044	24%
Change in Net Position	(119,909)		
Unrestricted Net Position-September 30, 2021 (Unaudited)	1,091,990		
Unrestricted Net Position-October 31, 2021 (Reserves)	<u>\$ 972,081</u>		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2018 - October 2021

FUND	9/30/2018	9/30/2019	9/30/2020	9/30/2021	10/31/2021	CAGR ^(a)
General	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 20,920,841	\$ 18,636,456	24.3%
Tourist Resort	356,313	1,640,525	2,109,658	4,063,018	3,954,024	125.1%
Police Forfeiture	159,527	105,725	168,289	221,034	198,056	11.5%
Transportation Surtax	263,292	328,377	442,856	547,674	547,704	27.7%
Building	2,760,673	2,563,517	1,991,388	1,913,914	1,966,516	-2.0%
Capital Projects	2,158,902	3,048,582	4,899,128	5,894,823	5,895,145	39.8%
Water & Sewer	(2,546,398)	(2,367,098)	(1,733,610)	(1,383,444)	(1,176,994)	-18.4%
Municipal Parking	943,315	1,198,948	1,293,993	1,754,091	1,694,990	23.0%
Solid Waste	601,201	641,636	219,615	(247,933)	(326,488)	-174.4%
Stormwater	3,203,878	3,200,132	3,205,050	3,654,490	3,625,330	4.5%
Fleet Management	-	585,363	825,468	1,091,990	972,081	N/A
Total	\$ 18,802,753	\$ 25,929,812	\$ 31,708,583	\$ 38,430,498	\$ 35,986,820	17.6%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&Z - Original site plan: 9/27/2012, site plan amendment: 8/31/2017 TC - Original site plan: 10/15/2012, site plan amendment: 10/10/2017 Plan Ext - Site	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required.
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	The Applicant is requesting revisions in the landscape plan. Preliminary comments will be finalized after performing an on-site inspection.
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	Information supplied by the Eden Surfside LLC to Town Bldg Dept on 11/30/21 indicates desire to obtain a foundation permit. MDC receipts for impact fees of \$1,105,679.93 (Pd. 8/3/21) and 20% Water and Sewer fees (Pd. 10/26/21) have been received.
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	A landscape inspection was performed and updated comments were issued by the Town Planner on October 25, 2021. 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)	DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2018, 6/21 TBD TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units	4 units	None	None		Site Plan approval has expired	
5/19/2017 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per Sec. 90-33(3) of the Town Code.	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 Permitt Deadline 9/27/23	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances.	None	Has not applied for permit yet	The Town Planner prepared a Final Sign-Off for Planning and Zoning on November 17, 2021. The Building Department will need to approve the structural portion of the project, including the retention and or incorporation of features described in the Applicant's submission in support of the building permit submitted to the Town.	
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		This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page spreadsheet.	
11/18/2021 9165 Collins Avenue	Site Plan approval to develop an 11 story, 13 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - N/A P&Z - N/A TC - N/A						Processing schedule to be determined.	



November 25, 2021

Jason D. Greene, CGFO, CFE, CPFIM
Assistant Town Manager / Chief Financial Officer
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863 Ext. 225

RE: KEITH Progress Report – November 25, 2021
Project Name: Abbott Avenue Drainage Improvements – Phase 2
Project Location: Town of Surfside
Our Project/Proposal Number: 11494.01

Section 1 – Surveying Services

Task 101 Topographic Survey

- ✓ Initial Survey and monumentation set up underway.
- ✓ Initial field work to gather stormwater structure structures underway.

Section 2 – Subsurface Utility Engineering Services

Task 201 Horizontal Designation Services

- ✓ Initial existing utility record search underway.
- ✓ Field work scheduled to start on Monday 12/6/21.

Task 202 Location Services

- ✓ On-hold pending completion of Preliminary Engineering Design.

Task 203 Utility Mapping

- ✓ Initial existing utility record search underway.
- ✓ Field work scheduled to start on Monday 12/6/21.

Section 3 – Geotechnical Engineering Services (Subconsultant - UES)

Task 301 Geotechnical Exploration and Report

- ✓ Dig Ticket request underway.

Section 4 – Civil Engineering Design Services

Task 401 Preliminary (30%) Civil Engineering Design

- ✓ Initial existing utility record search underway.
- ✓ Initial preparation of the stormwater report for permitting.

Task 402 Design Development 60% Civil Design Documents

- ✓ On-hold pending completion of Preliminary Engineering Design Task 401.

Task 403 Design Development 90% Civil Design Documents

- ✓ On-hold pending completion of 60% Documents Task 402.

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Task 404 Final (100%) Civil Construction Documents

- ✓ On-hold pending completion of 90% Documents Task 403.

Task 405 Engineering Permitting

- ✓ Prepared initial Required Permit Log.
- ✓ Attempting to schedule initial coordination meetings with jurisdictional agencies (including MDC DERM, FDOT, FDEP, etc.).
- ✓ Permit Submittals on-hold pending completion of Tasks 401 and 402.

Task 406 Stormwater Model Animation

- ✓ On-hold pending completion of 90% Documents Task 403.

Task 407 FDOT Coordination (Scenario #1)

- ✓ Received FDOT GIS Access.

Section 5 – Mechanical and Electrical Engineering Design Services (Subconsultant – ME Engineering)

Task 501 Preliminary (30%) Mechanical and Electrical Engineering Design

- ✓ On-hold pending completion of Survey

Task 502 Design Development 60% Mechanical and Electrical Design Documents

- ✓ On-hold pending completion of Preliminary Engineering Design Task 501.

Task 503 Design Development 90% Mechanical and Electrical Design Documents

- ✓ On-hold pending completion of 60% Documents Task 503.

Task 504 Final (100%) Mechanical and Electrical Construction Documents

- ✓ On-hold pending completion of 90% Documents Task 504.

Section 6 – Structural Engineering Design Services (Subconsultant – Ingelmo Associates)

Task 601 Preliminary (30%) Structural Engineering Design

- ✓ On-hold pending completion of Survey

Task 602 Design Development 60% Structural Design Documents

- ✓ On-hold pending completion of Preliminary Engineering Design Task 601.

Task 603 Design Development 90% Structural Design Documents

- ✓ On-hold pending completion of 60% Documents Task 602.

Task 604 Final (100%) Structural Construction Documents

- ✓ On-hold pending completion of 90% Documents Task 603.

Section 7 – Bid Assistance Services

Task 701 Bidding Services

- ✓ On-hold pending completion of Final (100%) Documents.





**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: December 6, 2021

**SUBJECT: Office of the Town Attorney Report for December 14, 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:

November 1, 2021 – Tourist Board Meeting

November 9, 2021 - Regular Town Commission Meeting

November 16, 2021 – Planning & Zoning Board Zoning Board Meeting

November 17, 2021 – Charter and Ballot Questions Workshop

November 17, 2021 - Special Masters Hearing

November 18, 2021 – Special Tourist Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances for the above noted meetings, in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Members of the Firm were instrumental in assisting the Town with the COVID-19 pandemic, including working with Governor DeSantis' office early in the COVID-19 pandemic to seek approval by Emergency Order 20-69 for virtual commission meetings to ensure that the Town Commission could continue meeting and conducting essential Town business and implementing policy. The Firm assisted with the preparation and adoption of rules governing virtual meeting or communications media technology for public meetings during the COVID-19 health emergency, as required by Governor DeSantis' Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." The Firm also assisted the Town with the preparation of numerous emergency measures or orders due to the COVID-19 health pandemic, and continues to assist the Town with ongoing COVID-19 related issues and documents. Most recently, the Firm assisted the Town with Governor DeSantis Executive Orders 21-101 and 21-102, suspending or invalidating local government emergency actions based on the COVID-19 state of emergency, suspending all local COVID-19 "restrictions and mandates on individuals and businesses." The Firm also assisted the Town with a temporary kiosk license agreement with Curative for COVID-19 Testing. The Firm will continue to assist the Town with COVID-19 issues and the implementation of any emergency or executive orders issued by Governor DeSantis and the County.

Various members of the Firm have and continue to assist the Town with the response and emergency actions needed in the aftermath of the CTS Collapse, including public records and media requests, contracts and agreements for services necessitated by the CTS Collapse, address and respond to legal demands and questions, subpoenas and deposition requests received pursuant to *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 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 have worked with the Town administration and staff to transition Commission and board meetings to in-person meetings, while still transitioning from COVID-19 health and safety protocols. We continue to work the Town Commission in support of any needs arising from the CTS Building Collapse. We appreciate your support as we continue our fifth year of service and work in implementing the Commission's policy directives.

Staff Support:

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

As typical, members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review, preparation of ordinances as directed by the Commission, procurement and purchasing, budgetary requirements and approval process and amendments to FY 2022 budget, various solicitations for Town services and providers (RFQs and RFPs) and agreements, IT related agreements, Code enforcement and interpretation, attendance at Special Master Hearings upon request, beach furniture operator permits and administration, ethics issues and requirements, police related issues and matters, building permit and enforcement issues, subpoenas and public records requests, research, litigation representation and support, oversight and case management, Town Code interpretation and application, labor, employee and pension matters, assistance with and response to Union Representation Certification Petition filed by AFSCME Florida Council 79 for Town civilian employees, EEOC complaints, employee complaints of discrimination, and various procurements and service provider contracts for Town Departments, including CCNA

engineering services, street sweeping services, and RFPs for debris collection and debris monitoring; assisted with the State of Florida FIND agency on determination of resident kayak launch at seawall at 96th Street Park; contracts and agreements necessitated by the CTS Building Collapse; public records and media requests due to the CTS Building Collapse, continued subpoenas and document requests from litigants in the CTS litigation, and respond to permit and operational issues on the CTS Site; Charter Amendment Referendums and Resolution on Referendum for Issuance of General Obligation Bonds for Undergrounding of Utilities.

Key Issues:

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

- Emergency Declaration and Emergency Measures and Orders related to the COVID-19 health pandemic; continued review and implementation of Governor DeSantis' Executive Orders pertaining to COVID-19.
- Contract Review Related to COVID-19 health pandemic.
- Repeal of Ch. 90 Zoning Code and Map and Adoption of New Zoning Code (2006 Code with modifications).
- Resolution Combatting Hate Due to COVID-19 Health Pandemic
- Resolutions Approving Interlocal Agreements with Miami-Dade County for Access to Exempt Information and Enforcement of Miami-Dade County Code
- Resolution for the Purchase of Police Body-Worn Cameras and Preparation of Agreement
- Resolution Regarding Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance and Regulations
- Rate Resolutions Solid Waste Assessment
- RFQs for Abbott Avenue Drainage, Planning Services and Engineering Services
- Resolutions Calling Special Election and Referendum for Undergrounding of Utilities, Restricting Sale, Lease or Exchange of Town Land, and Indebtedness Restrictions
- Resolution Approving Waste Connections for Recycling Services
- Resolution Approving Interlocal Agreement with Miami-Dade County CARES Act
- Resolution Approving Miami-DADE County Local Mitigation Strategy 2020 (LMS)

- Resolution Approving a MOU with the Florida State Lodge Fraternal Order of Police to Provide 1% Hazard Pay to First Responders Due to COVID-19
- Resolution Authorizing Negotiations with Highest Ranked Firm Pursuant to RFQ Seeking General Planning Services
- Resolution Authorizing Negotiations with the Highest-Ranked Qualified Firm Pursuant to RFQ 2020-04 Seeking Engineering Services for Abbott Avenue Drainage Improvements.
- Resolution Approving Purchase and Installation of Lighting Regarding Holiday and Downtown District
- Resolution Approving MOU with Bay Harbor Islands for School Address Verification Program
- Resolutions Approving Proposed and Final Millage Rates and Budget for FY 2020-2021
- Resolution Urging FAA Regarding Metroplex/NextGen Flight Paths
- Resolution Selecting and Awarding Contractors to provide General Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Serves, and corresponding agreements.
- Resolution Approving Agreement with Marlin Engineering, Inc. for General Planning Services.
- Resolution Adopting Program for Public Information (PPI) in connection with the National Flood Insurance Program
- Resolution Approving MOU with Florida Department of Highway Safety and Motor Vehicles Regarding Access to Biometric Facial Analysis System
- Resolution Approving FY 20-21 Police Forfeiture Fund Expenditures
- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
- Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Urging Bahamian Government to Ban Off Shore Oil Drilling
- Resolution Approving First Amendment to Agreement with PayByPhone Technologies for Mobile Payment Services for Town Parking Facilities
- Resolution Approving and Authorizing Expenditure of Funds to FPL for Binding Estimate on Undergrounding of Electric Distribution Facilities

- Resolution Certifying Election Results for November 3, 2020 Special Election on Three Referendum/Ballot Questions
- Resolutions Approving Budget Amendments No. 3 and No. 4
- Resolution Approving Interlocal Agreement with MDPD Regarding for 911 Answering Points
- Resolution Approving Police Mutual Aid Agreement with Bay Harbor Islands
- Resolution Approving Agreement with Savino Miller for Design of 96th Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving Installation of Above Ground Fuel Storage Tank at Town Hall Facilities
- Resolution Approving Purchase of Four Police Vehicles and Equipment
- Resolution Approving Youth Tennis and Soccer Agreements
- Resolution Approving Diamond Brite Pool Resurfacing for Community Center Pool/Spa
- First Amendment to License Agreement with Wavey Acai for Farmer's Market
- Resolution Directing Manager to Coordinate and Schedule a Process for Proposed New Zoning Code
- Ordinance Permitting Pet Grooming Services as Accessory to Pet Retail in the SD-B40 District
- Resolutions Approving Eight (8) Continuing Services Agreements with Engineering Firms Pursuant to CCNA for Engineering Services
- Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
- Resolution Approving Legislative Priorities 2021
- Resolution Amending Resolution 2020-2746 in Support of Closing Byron Avenue and Bay Drive and/or Traffic Mitigation Measures
- Resolution Approving Police Mutual Aid Agreement with North Bay Village

- Agreement with Cintas Uniforms for PW Department
- Agreements with Lexis-Nexis for Police Services
- RFP for Street Sweeping Services
- Resolution Selecting and Awarding Contract for Construction of Point Lake Subaqueous Water Main Crossing to Biscaya Island
- Resolution Adopting a Civility Pledge for Public Discourse By Elected Officials
- Resolution Approving Installation and Maintenance of Community Digital Signs with Don Bell, Inc.
- Resolution Urging Governor DeSantis Regarding Vaccine Allocations to Miami-Dade County and Town
- Zoning in Progress Extension and Continued Work on Revisions to Zoning Code
- Resolution Proclaiming Arbor Day for 2021
- Resolution Approving Budget Amendment No. 7
- Resolution Urging the Florida Legislature and Governor Ron DeSantis to Support Home Rule for Local Municipalities and Counties, and Reject 2021 Legislation that Erodes Local Government Home Rule Authority
- Resolution Authorizing Additional Expenditure of Funds in an amount not to exceed \$10,500 to Expand the Youth Tennis Program Operated by GM Sports Tennis, LLC
- Resolution Authoring Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, in Connection with Appeal of Federal Aviation Administration's (FAA's) South Central Florida Metroplex Project, including the Engagement by Special Counsel of a Consultant for Phase 1, Metroplex Flight Procedure Assessment
- Resolution Approving Memorandum of Understanding with the Florida Department of Children and Families for Sharing of Florida Criminal History and Local Criminal History Information for Child Protective Investigations and Emergency Child Placement
- Resolution Approving Project Agreement with KCI Technologies, Inc. for Utility Undergrounding Services for Phase I Preparation of Utility Coordination Plans Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement

- Resolution Approving Project Agreement with Nova Consulting, Inc. for Utilities Engineering Retainer Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Keith and Associates, Inc. for Stormwater Engineering Retainer Services Pursuant to the Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving First Amendment to the Agreement with Zambelli Fireworks Manufacturing Co. for 2021 Fourth of July Fireworks Show Services; Preparation of First Amendment to Agreement
- Resolution for Quasi-Judicial Hearing Regarding Amended Site Plan Application for the Property Located at 9133-0149 Collins Avenue (Seaway)
- Resolution for Quasi-Judicial Hearing Approving and Accepting Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing Approving/Denying Site Plan Application for 8851 Harding Avenue
- Resolution Condemning Extremism and Hate
- Resolution Approving Donation Agreement with Gerald B Cramer Family Foundation Regarding Tennis Funding
- Resolution Approving Police Mutual Aid Agreement with the City of North Miami Beach
- Resolution Approving Amendment No, 4 to MOU with Participating Municipalities for School Nurse Initiative
- Contract for Construction for Biscaya Subaqueous Water Main Crossing
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Authorizing Expenditure of Funds
- Resolution Approving Renewal of Term of Agreement for Food and Beverage Concession Services with Hamsa, LLC D/B/A Surf-N-Sides for the Surfside Community Center; Authorizing the Town Manager To Execute a Second Amendment to the Agreement; Preparation of Second Amendment to Concession Agreement
- Resolution Approving Emergency Repair Work for the Town Hall Air Conditioning System's Chiller and Coils Replacement from Smart Air Systems, Inc.

- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rate and Time Limitation Schedule for Municipal Parking Lots
- Resolution Approving an Engagement Letter with Marcum LLP for Financial Auditing Services for Fiscal Year Ending September 30, 2021
- Resolution Approving a Memorandum of Understanding Between the Town and The Florida Department of Law Enforcement Relating to Investigations of Incidents Involving the Use of Deadly Force by Law Enforcement Officers
- Resolution for Quasi-Judicial Hearing – Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing – Site Plan Approval for 8851 Harding Avenue
- Resolution for Quasi-Judicial Hearing – Site Plan Amendment for Seaway Condominium 9133-9149 Collins Avenue (2019 Historical Certificate of Appropriateness)
- Temporary Revocable License Agreement with Curative for Covid-19 Testing at Town Hall, and Corresponding Resolution Approving Same
- Debris Monitoring Procurement and Contract
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services
- Resolution Approving Declaration of State of Emergency for CTS Building Collapse
- PSA Agreement with Haggerty Consulting (FEMA compliance)
- PSA Agreement with KCE Structural Engineers for Structural Engineering Consultation CTS Building Collapse
- PSA Agreement with The News Directors (Communications and Media Response)
- Agreement with the Italian Space Agency Re Images on the CTS Building Collapse
- Annual Solid Waste Assessment FY 2021/22
- Resolution Urging Biden Administration to Condemn Cuban Government’s Handling of Pro-Democracy Protests and Support of the Cuban People
- Resolution Approving Keith Engineering for Design Phase of Abbott Avenue Drainage Improvements
- Resolution Awarding Star Cleaning USA for Street Sweeping Services and Agreement
- Agreement with BOOST Media for Emergency Response Website CTS Building Collapse

- Agreement with JUST FOIA for Public Records Request Software
- Resolution Approving a Purchase Order to The Corradino Group, Inc. to Perform Traffic Engineering Services for 88th Street Corridor Multiway Stop Warrant Study
- Resolution Approving Pelican Harbor Donation
- Resolution Accepting a \$107,500 Community Development Block Grant – Mitigation Program (CDBG-MIT) from the Florida Department of Economic Opportunity (DEO) to Develop a Drainage Improvement Plan for the Town’s Stormwater System
- MOU and Resolution Approving the Memorandum of Understanding (MOU) Between the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands to Fund the Cost of a School Resource Officer for Ruth K. Broad K-8 Center School
- Resolution Approving the Final Design Development Plans for 96th Street Park Project Prepared by Savino & Miller Design Studio, P.A.
- Resolution Approving Employee Health Benefits Contracts for Fiscal Year 2021/2022
- Resolution Accepting an Allocation of \$2,830,324 in Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury Under the American Rescue Plan Act; Review of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement
- Ordinance Side Setbacks for H120 District
- Resolutions Approving Tentative Millage Rate and Budget for FY 2022 (1st Budget Hearing)
- Resolutions Approving Final Millage Rate and Budget for FY 2022 (2nd Budget Hearing)
- Resolution Authoring Expenditure of Funds to KCE Structural Engineers for Task 2 Engineering Analysis and Destructive Testing
- Resolution Approving Project Agreement with 300 Engineering Group, P.A. for Sanitation Sewer Evaluation Survey and Smoke Testing Services for the Town’s Sanitary Sewer System
- Resolution Approving a Federally Funded Subaward and Grant Agreement with Florida Department of Emergency Management (FDEM) for Public Assistance Grant Program Eligibility in Connection with Federal Emergency Management Agency (FEMA) Disaster Declaration No. 2560-EM-FL Relating Champlain Towers Building Collapse.

- Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
- 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
- Resolution Calling for a Town Of Surfside Special Election to be Held on March 15, 2022 for the purpose of Submitting to the Electorate a Bond Referendum Regarding the Issuance of General Obligation Bonds by the Town of Surfside in an Amount not to Exceed Forty Million (\$40,000,000.00) Dollars for the Purpose of Undergrounding of Utilities
- Resolution Calling for a Town of Surfside Special Election to be Held on March 15, 2022 for the Purpose of Submitting to the Electorate a Proposed Amendment to the Town Charter Article I, Section 4 - “General Powers of Town; Powers Not Deemed Exclusive”, as Presented in a Ballot Question an Amendment to the Town Charter Regarding Lot Area, Building Height For Beachfront Properties, and Increasing Minimum Required Electoral Vote to 60% to Repeal or Amend Section 4 of the Charter

- Resolution Calling for a Town of Surfside Special Election to be Held on March 15, 2022 for the Purpose of Submitting to the Electorate Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 149 - “Hedges In Single-Family Residential Lots”, to Provide That Six (6) Foot Hedges Shall be Permitted on Single-Family Lots
- Resolution Calling for a Town of Surfside Special Election to be Held on March 15, 2022 or the Purpose of Submitting to the Electorate Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 150 - “Prohibition on Storage of Privately-Owned Property Overnight on Beach” to Provide for a Prohibition on the Storage of Privately-Owned Property overnight on the Beach
- Resolution Calling for a Town of Surfside Special Election to be held on March 15, 2022 for the Purpose of Submitting to the Electorate Proposed Amendments to the Town Charter Section 7 - “Salary”, to Provide for Payment of an Annual Salary for Mayor and Commissioners and Single Health Insurance Benefit
- Resolution Approving an Agreement with Alves Sports Group, LLC for the Town’s Youth Soccer Program and with GM Sports Tennis, LLC for the Town’s Youth Tennis Program
- Resolution Approving and Authorizing the Purchase Of Four (4) 2022 Ford Police Interceptor Utility Vehicles, Together With Emergency Lighting Equipment, Graphics, and Radio Equipment for Each Police Vehicle
- Resolution Approving the Purchase of New Cellular Encoders Together with Cloud-Based Hosting Services from Badger Meter, Inc. to Replace Existing Encoders Used to Transmit Water Meter Information to Town Hall

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

Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town’s Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. On May 4, 2021, the Plaintiff filed its initial discovery requests, including “First Set of Interrogatories to Defendant” and “First Request for Production of Documents to Defendant”, both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The parties have

agreed to hold off on further discovery and filed a joint motion to push the mandatory case management report to October 15, 2021 due to the CTS Building Collapse. That extension was further extended until mid-December 2021.

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On September 18, 2019, the Town was served with a Complaint for Declaratory Judgment, Injunctive Relief, and Restitution in connection with the Town's implementation of its 1998 stormwater fee ordinance. The plaintiff contends that the method of calculating stormwater fees is not fair to condominium unit owners, who are charged 1.0 equivalent residential units ("ERU"), the same as a single family home. The Town moved for dismissal of the Complaint on March 12, 2020, which was denied. The Town then moved for summary judgment on October 27, 2020, which remains pending. The summary judgment motion has been delayed due to court availability for a hearing and the plaintiff's desire to conduct expert witness discovery. The Town has engaged its own expert witness to rebut the opinions of the plaintiff's expert. Expert discovery is expected to complete at in December, 2021. Mediation of the dispute occurred on December 6, 2021 with Retired Judge Joseph Farina. A hearing on the summary judgment motion is anticipated in January 2022. Trial is currently anticipated, if needed, at the end of January or in early February 2022.

Village of Indian Creek, Florida, Town of Surfside, Florida and Charles Burkett, Petitioners, v. Federal Aviation Administration and Stephen M. Dickson, in his official capacity as Administrator, Federal Aviation Administration, Respondents. On December 14, 2020, Town, together with the Village of Indian Creek, filed a Petition for Review of Agency Order appealing the FAA's Finding of No Significant Impact and Record of Decision in connection with the proposed South-Central Florida Metroplex. The FAA announced that it will be commence implementing Phase 2 of the Metroplex project on August 12, 2021. These are the flight procedures that will impact aircraft flying in and out of Miami International Airport and potentially affecting the Town; in response, the Town's Special Counsel requested a stay of the implementation from the FAA and US Department of Transportation (to be followed by a motion for stay to the Eleventh Circuit Court if not granted). On July 8, 2021, the FAA responded to the Town's Special Counsel, refusing the request to stay the implementation of the new flight procedures. On July 20, 2021, the Town's Special Counsel filed a motion to extend the allowable time to file the petitioners' briefs with the Eleventh Circuit Court by 90 days. On July 22, 2021, the Eleventh Circuit Court entered an Order granting the Town's motions for extension of time to file briefs for 90 days, with opening briefs now due October 26, 2021. As of July 26, 2021, the Town's Special Counsel is weighing the filing a new motion for stay with the Eleventh Circuit Court for the implementation of the new flight procedures. Implementation of the new flight procedures commenced over the Bay. The Town has engaged a sound engineer or firm to assess the impacts of increased noise at designated location(s) in Town from the new flight procedures and compare such data against the FAA's assessment and report regarding such impacts.

Information on other pending litigation matters has or will be provided individually to members of the Town Commission, as needed or requested.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County, challenging local home rule authority and implementation of Town legislative

priorities for the upcoming Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include: continued public records and media requests regarding the CTS Building Collapse; continue work with the County and Court Appointed Receiver regarding issues pertaining to the CTS Building Collapse Site, including transition of the CTS Site from the County to the Receiver and addressing operational and permitting requests; respond to legal demands and lawsuits, and requests for production of records, resulting from the CTS Building Collapse; public records requests and ethics inquiries; implementation of various policy directives from the Mayor and Town Commissioners; implementation of beach furniture ordinance and permits; short term rentals ordinance; review of revenue utility bonds and reduction of water/sewer rates; review and analysis of Resort Tax and Tourist Board legislation; procurement of professional services and contracts; appeal of FAA South-Central Florida Metroplex Finding of No Significant Impact and Record of Decision; defense and response to discovery requests in connection with Beach House Hotel beach furniture litigation; 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 RFPs for street sweeping services, RFPs for emergency debris collection and monitoring services, and RFQ for drainage study engineers compliant with State and Federal procurement and funding requirements; implementation of approved Referendum and Charter amendments, including undergrounding of utility and the engagement of consultants needed to implement the utilities undergrounding project; assistance with and response to AFSCME Florida Council 79 Union Representation Certification Petition to unionize Town civilian employees; Response to EEOC complaints; Assist with process and independent third party investigations of employee discrimination complaints; application to Miami-Dade County for the closure and/or other traffic mitigation measures for Byron Avenue and Bay Drive; assistance with kayak launch implementation and assistance with State of Florida FIND review and approval; approval and implementation of Savino Miller design for 96th Street Park; implementation of design phase for Abbott Avenue Drainage Improvements; address legislation regarding dogs on the beach; Zoning in Progress and continued review and policy implementation of revisions to Zoning Code; amendment to Parking Trust Fund Ordinance; short term rental enforcement and Notice of

Appeal received on behalf of 1249 Biscaya LLC; 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; various Charter Referendum Amendments as directed by the Town Commission, and Bond Referendum resolution and legal work needed in connection with the approval and issuance of General Obligation Bonds for undergrounding of utilities.



Town of Surfside

**TOURIST BOARD MEETING
MINUTES**

**9293 Harding Avenue, Surfside, FL 33154
October 4, 2021– 5:30 p.m.**

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Herman at 5:32 p.m.

Present: Chair Lisa Herman

Absent: Board Member Robert Lisman
Board Member Ian Mavorah
Vice Chair Eli Tourgeman
Board Member Clara Diaz-Leal

Also Present: Vice Mayor Tina Paul (arrived at 5:34 p.m.)
Roger Pou, Town Attorney
Andrew Hyatt, Town Manager
Malarie Dauginikas, Community Services & Public
Communications Director
Frank Trigueros, Tourism Manager

Deputy Town Clerk Herbello stated that we will give a 15-minute grace period to allow Board Members to arrive due to the incident that is taking place in Bal Harbour.

Meeting Recessed at 5:32 p.m.

Meeting reconvened at 5:57 p.m.

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

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

Also present: Vice Mayor Tina Paul
Roger Pou, Town Attorney
Malarie Dauginikas, Community Services & Public
Communications Director
Frank Trigueros, Tourism Manager

2. Agenda and Order of Business

Chair Herman spoke regarding the Farmer's Market and mentioned the upcoming event dates. She included the historical walking tours with dates in October and November.

3. Approval of Meeting Minutes: August 2, 2021

A motion was made by Board Member Mavorah to approve the August 2, 2021 Tourist Board Meeting Minutes, seconded by Board Member Lisman. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

4. Resort Tax Collection and Vacancies Report

Tourism Manager Trigueros gave an update on the Resort Tax Collection and presented two different charts – one covering a six-month period, the other for June and July to gauge the impact of the building collapse. Both charts showed increases when compared to 2019 pre COVID-19, indicating that the resort tax collection is going remarkably well.

5. PR Update and Passport Presentation

Tourism Manager Trigueros spoke regarding public relations initiatives and explained that since Rachel Pinzur's contract expired in September, they will now work with her on a project basis if needed, but Pinzur will no longer be engaged via retainer service. Staff is following the Town Commission's wishes to bring tasks in house unless absolutely necessary. Manager Trigueros proceeded to walk the Board through the 'Surfy's Passport Adventure' booklet which has young participants venture out on a mini tour of Surfside while discovering its unique history and charming business district. He also showed the Board a feature article from journalist and resident Sara Liss on Surfside's culinary scene that ran in The Boca Raton Observer magazine.

6. Turtle Sculpture Update

Tourism Manager Trigueros spoke regarding the item and provided a PowerPoint presentation with a concept for consideration. It is based on Native American symbology for turtles, which represented grandmother earth. Given that tie to sustainability and the environment and knowing that Surfside's first inhabitants were Tequesta Indians as indicated by historical and archeological data dating back to the 1920s, staff recommended having the turtle sculpture symbolize both a tribute to sustainability and a nod to the Tequesta Indians.

Tourism Manager Trigueros added that the vendor will need to decorate the sculpture given the requirement of specialty painting tools, but that the Board could choose the design.

Chair Herman asked if the Tequestas are an active tribe, and if we would need to get their permission.

Tourism Manager Trigueros stated the tribe is no longer around. The design would be informed by real artifacts recovered from different sites such as the Miami Circle in downtown Miami.

Chair Herman asked if the Board would be able to see the design prior to finalizing it.

Tourism Manager Trigueros stated that indeed they would be able to see the design before finalizing it.

Board Member Mavorah asked where the placement would be of the turtle.

Tourism Manager Trigueros stated that it would be placed in the circle at the beach entrance on 95th Street.

Board Member Mavorah asked if there were any other design options or ideas.

Tourism Manager Trigueros stated that in his opinion, others were not as impactful as this concept.

Board Member Mavorah stated that he likes the 10-foot size and would like to make sure the legalities of using the tribe design is looked at and make sure they are able to use them.

Town Attorney Pou stated that he will research the matter and get back to the Board and Tourism Manager Trigueros.

Board Member Mavorah stated that they would want to make sure the sculpture did not cause any issues and expressed hesitation at the Tequesta connection given conversations that are happening in the media; one example, the NFL and the Redskins team (recently renamed to Washington Football Team).

Tourism Manager Trigueros stated that the sustainability angle would still be front and center and that such conversations in the media are based on a different

premise altogether, which is overlooking or disrespecting cultures unlike what they are proposing which is to honor the Tequesta culture.

Board Member Lisman stated that his concern is that they know so little about the tribe that they would need more information. He asked about the designs depicted on the PowerPoint.

Tourism Manager Trigueros stated that they were for illustration purposes based on his research into the symbology of the turtle in Native American tribes.

Board Member Lisman stated that perhaps they could think of a design that would look towards the future and not be so focused on the past.

Tourism Manager Trigueros stated the sustainability tie is a nod to current and future efforts to protect the beach; however, they can go back to a straight forward turtle and not go with the tribe theme or design. He stated that he would need more specific direction from the Board if the design is to go in a new direction.

Board Member Mavorah asked if they are missing a bigger public relations push. He suggested going to the school and doing a contest for the children.

Tourism Manager Trigueros stated that they can reach out to educational institutions, but that they have already worked with Ruth K. Broad this past year on a design project and he feels that a sculpture this substantial requires a higher level of professional expertise. A traditional call to artists would then end up being the same concept of the original turtles some 10 years ago which would not be new and exciting from a public relations perspective.

Further discussion took place among the Board Members and Tourism Manager Trigueros regarding the different designs of the turtle.

Board Member Lisman asked if they could also look at the architecture of Surfside for inspiration.

Tourism Manager Trigueros said that they could certainly explore that suggestion and try and find design students who would be able to work on that design.

A motion was made by Board Member Mavorah to drop the tribe/Indian design and explore a different course of design direction and look at the architecture of Surfside, seconded by Board Member Lisman. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

7. Sustainably Surfside Contest

Tourism Manager Trigueros spoke regarding the item, briefing the Board on the idea behind the contest which is to illustrate ways Surfsiders or Surfside visitors, exemplify sustainability in their day-to-day life.

8. 2021 Holiday Banners

Tourism Manager Trigueros spoke regarding the item. He introduced the Town's new employee, Luiza Garcia, a Multimedia Communications Specialist who will be assisting with graphics and media.

Luiza Garcia presented a PowerPoint with different holiday banner options and spoke about the color scheme.

Chair Herman stated she likes elements from each presentation and prefers Happy Holidays as messaging; she provided suggestions for some of the designs.

Board Member Mavorah believes they are getting there with option 2 and noted that the turtle at the top gets lost. He asked if they have ever done bi-lingual banners in the past.

Tourism Manager Trigueros stated that they have not done a bi-lingual banner in the past.

Board Member Mavorah asked if they could mix and match and if they are two-sided.

Luiza Garcia stated that they are two sided and showed English/Spanish options.

Board Member Mavorah stated that blue coincides with winter and using pops of red and green as well as yellow might help. He does think the turtle is the way to go, but wanted to see a brand-new option for next time that would incorporate more holiday elements.

Vice Mayor Paul liked option 2 adding some red and green.

Chair Herman asked if they could add some more holiday-like elements.

Luiza Garcia stated that behind the turtle she added rocks, twinkles and stars to achieve a generic holiday look.

Further discussion took place regarding the different designs among the Board Members and Tourism Manager Trigueros who will revisions and a new design for the next meeting.

A motion was made by Board Member Lisman to bring back to the next meeting an alternative design as well as touch ups to option 2 along with more holiday colors, seconded by Chair Herman. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

9. Photography and Video

Tourism Manager Trigueros spoke regarding the item.

Board Member Mavorah asked regarding the photography and Jacober.

Chair Herman also asked regarding the budget and Jacober.

Tourism Manager Trigueros stated that they will continue doing the photography and spoke regarding the budget and what they will be doing.

10. GMCVB Canada Virtual Sales Mission

Tourism Manager Trigueros spoke regarding Surfside's participation at the virtual sales mission back in June. The event gave Surfside a great opportunity to showcase the destination to important travel agents and tour operators in the pivotal Canadian market.

11. FY 2021/22 Approved Budget

Tourism Manager Trigueros covered an outline of the budget and focused on some of the special events and line items on the budget.

Chair Herman asked if the third Thursdays are produced by a vendor or in house.

Tourism Manager Trigueros stated that they typically work with a vendor; selection will take place at the November meeting. He spoke regarding the other events and which ones might be done inhouse.

Board Member Lisman commented on the popularity of events such as Movie Under the Stars and possibly doing multiple nights. He stated that the screen was transparent and was difficult to see.

Tourism Manager Trigueros stated that Movie Under the Stars is not a tourism event, but rather from Parks and Recreation; however, he noted improvements are in the works and he would share the screen quality comment with corresponding staff.

Tourism Manager Trigueros spoke regarding the historic tour.

12. Discussion Items:

A. Rollover Initiatives

Tourism Manager Trigueros spoke regarding the item which pertains to the items that they were not able to be executed due to the cancellation of several meetings for lack of quorum. He provided the different initiatives which is a turtle character on a bench for Downtown Surfside and the "Green" Parrot motion-activated receptacle. He wanted to know if they would like to continue engagement with the vendor.

Chair Herman stated that she would like to continue working with the vendor.

Board Member Lisman asked if it wasn't supposed to be the shark on the trash can.

Tourism Manager Trigueros stated it was, only because the first vendor was unable to recreate the parrot. The new vendor is able to.

Chair Herman stated that she sent Tourism Manager Trigueros another idea involving trash cans.

Tourism Manager Trigueros stated that he will check with the vendor regarding the cost of the receptacles and get more information on the project.

Chair Herman asked about the other ideas and vertical garden.

Tourism Manager Trigueros stated that unfortunately it appears there isn't good public wall space to be able to execute the project as the original Town Hall proposed location was turned down.

A motion was made by Board Member Lisman to continue exploring ideas with the vendor, seconded by Board Member Mavorah. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

B. Next Meeting: Monday, November 1, 2021 at 5:30 p.m.

Consensus was reached to hold the next meeting on November 1, 2021 starting at 5:30 p.m.

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

There were no public speakers.

14. Adjournment

There being no further business to discuss before the Tourist Board, Board Member Mavorah made a motion to adjourn the meeting at 6:53 p.m., seconded by Board Member Lisman. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

Respectfully submitted:

Accepted this 18 day of Nov, 2021.



Lisa Herman, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING

MINUTES

October 25, 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 7:01 p.m.

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

Absent: Commissioner Nelly Velasquez, Commission Liaison

Also, present: Tim Milian, Parks and Recreation Director
Evelyn Herbello, Deputy Town Clerk

2. Agenda and Order of Business

3. Approval of Minutes:

- August 23, 2021 Special Parks and Recreation Committee Meeting

A motion was made by Vice Chair Travis to approve the August 23, 2021 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Tatum. The motion carried with a 5-0 vote.

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

Parks and Recreation Director Milian introduced Savino and Miller.

Kelly Hitzig, Savino and Miller provided an updated design review for the 96th Street Park with the suggested comments on the site plan. She spoke regarding the placement of the bike racks. She went over the LEED requirements as well as the

mister and possibly placing them on the south side of the field. She also provided the suggestions made by the Town Commission, which preferred the Berliner and the Cracken. She spoke regarding possible alternate sea creature themes. She provided a PowerPoint presentation showing some of the different renderings.

Chair Logan commented on the location of the toddler section from the older children section and possibly having those a bit closer.

Chair Logan stated that possibly having two of the plank seats since they like swinging together for the older children.

Ms. Hitzig stated that they have a large footprint for the swings and she will look at having two plank seats on the swing and look at other options.

Committee Member MacBride asked if they are ADA compliant.

Ms. Hitzig addressed the comments made by Committee Member MacBride as to which ones are ADA compliant. She spoke regarding the location of the trees and which type of trees they are planning on placing.

Ms. Hitzig provided the different samples of colors and the general look will be blue, beige, seafoam, and gray. She also spoke regarding adding wood pieces for the dune slides and step logs. She also stated that they would be placing some sea turtles.

Chair Logan asked if the wood will not last if it would be better looking for an alternative.

Ms. Hitzig stated that they will be fine with the wood but not as the main structure. She provided a rendering of the equipment Commissioner Salzhauer stated that Denver had but that one structure costs as much as the entire project.

Committee Member Tatum provided suggestions on adding netting and poles to the design of the jellyfish.

Ms. Hitzig provided the rendering of the playhouse.

Committee Members stated they liked the original design better.

Ms. Hitzig provided the rendering by Kompan for the different pieces.

Committee Member MacBride likes the group balance beam/springer that Kompan has on their rendering.

Ms. Hitzig stated that the Berliner vendor has another company that has different equipment as well that they can look at. She also stated that the Kompan is 2/3 the price of the Berliner.

Committee members like the elements of Kompan but lacks the hiding spots.

Chair Logan asked if the samples of the materials they brought is from the companies.

Committee Member Olchyk asked regarding the company.

Ms. Hitzig stated that both companies are German.

Parks and Recreation Director Milian asked if both companies follow the US requirements.

Ms. Hitzig stated yes, they do follow US guidelines. She continued her presentation with the exercise equipment from both companies.

Committee Member Olchyk asked regarding the safety requirements and testing of the equipment.

Barry Miller, Savino and Miller, stated that they follow all safety requirements and addressed Committee Member Olchyk's question.

Parks and Recreation Director Milian likes the exercise equipment that is similar to the monkey bars. He also stated that majority do not want mulch.

Committee Member Tatum stated that the hang-up with the mulch is that people do not want their toddlers crawling on the mulch.

Mr. Miller addressed the concerns from the Committee regarding the mulch.

Chair Logan asked how close to the basketball court will the mulch be since she is afraid that they will throw the mulch to the basketball court.

Ms. Hitzig stated that there will be planters that will avoid that from taking place.

Committee Member Olchyk asked how long will it take to do this project.

Mr. Miller stated that it would take a total of 18 months to complete the project and provided an overview of the process.

Ms. Hitzig provided information and samples of the pathway and playground as well as the game tables.

Mr. Miller spoke regarding the coquina shell and stated that it is all around the Miami Beach Conventions Center north side of the building.

Committee Member MacBride asked what the cleaning process will be for the sidewalk material.

Mr. Miller stated that it is cleaned with light pressure cleaning.

Chair Logan asked if they will have two different budget proposals and she suggested having them provide the cost of the best and second best to the Commission.

Mr. Miller stated that they will add alternates to the specifications.

Ms. Hitzig stated that the goal tonight is to pick one vendor.

Chair Logan stated that Commissioner Salzhauer is focused with the Berliner and believes that they have to provide the alternates and they might have to provide the suggestion and options of both the equipment.

Committee Member Tatum asked if they have an amount for both different vendors.

Ms. Hitzig stated that it is \$395,000 compared to \$250,000 and if you go with the equipment that Commissioner Salzhauer wants, it would replace the jellyfish and the cost would be approximately \$500,000.

Chair Logan suggested to still provide the two quotes for the equipment with both vendors.

Mr. Miller stated that you can always take a piece of the equipment and get what you love first and then taking out an equipment can bring down the price.

Vice Chair Travis asked how much the mister would cost and can you get some more money if you eliminate the mister and re-budget it towards the playground equipment.

Ms. Hitzig stated that it would only replace a small springer, it is not that much of a cost difference.

Further discussion took place among the Committee Members and Savino and Miller regarding ways to reduce the cost in order to obtain the desired equipment. Discussion also took place regarding the cost between both the Berliner and Kompan and possibly work on the price. The Committee Members prefer the Berliner.

Parks and Recreation Director Milian spoke regarding the disparity of the cost and he also knows that the Commission prefers the Berliner.

The following individual from the public spoke:

Jeff Rose spoke regarding the equipment and if there is the possibility of add-ons of equipment in the event a new commission comes in and desires something different.

Chair Logan stated that she would go with the Berliner and then the Commission can decide when they have the cost presented to them.

Parks and Recreation Director Milian spoke regarding how the project with the Community Center went with the different things they wanted at that time.

Chair Logan asked Ms. Hitzig regarding the lighting.

Ms. Hitzig stated she did not bring the information today but they are working on the lighting.

Ms. Hitzig will still obtain the cost information from both vendors to provide to the Commission. She also provided samples of what they are looking at using for the kayak launch.

A motion was made by Committee Member Travis to recommend to the Town Commission to move forward with Berliner for the 96th Street Park Project, seconded by Vice Chair Travis. The motion carried with a 5-0 vote.

Committee Member Olchyk left the meeting at 8:00 p.m.

5. Parks and Recreation Fall Programming Reservations

Vice Chair Travis advised the Committee that this will be her last meeting since she will be moving out of the State and she will be resigning from the Parks and Recreation Committee.

Parks and Recreation Director Milian provided an update on the fall programming reservations. He stated that the reservations have been working well and they adjusted their tennis courts to a modified reservation which has worked. He spoke regarding the upcoming Halloween Spooktacular event.

Chair Logan asked if the reservations would have worked for movie night.

Parks and Recreation Director Milian stated yes and spoke regarding the pool reservations and pool deck lighting. He stated that they never had a capacity issue with the pool. He stated that they do the reservations in order to control the number of individuals.

Chair Logan stated that she likes the way the reservations are working and controlling the number of people.

Parks and Recreation Director Milian spoke about the issues in the past and the Halloween events have always been a very popular event and they have tried to curtail to only the residents. He stated that the reservations will help condense it. He spoke regarding the number of reservations they have so far.

Vice Chair Travis stated that the thing to be careful of is someone locking in a spot and then not showing up.

Parks and Recreation Director Milian addressed the comments made regarding the no shows and the process they have in place with those issues and the running wait list they have.

6. Higher Education Scholarship Status

Parks and Recreation Director Milian stated that they did not receive any applicants although it was advertised. He spoke regarding the initiative and does not believe that Miami Beach High School did a very good job advertising the scholarship. He stated that the best way is word of mouth. He just wanted to advise the Committee that they will be advertising it again in January and for them to get the word out.

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

The following individual from the public spoke:

Jeff Rose spoke regarding the park being closed for 18 months and believes the street ends are underutilized and have a passive park until the park is done.

Chair Logan stated that the issue with the street ends is that it has been up to the Commission.

Committee Member Tatum asked if they could move the old equipment in the meantime to be used while the park is being built.

Parks and Recreation Director Milian stated that will not be feasible.

Chair Logan asked if there is a way to keep the field for soccer while the park is being built.

Parks and Recreation Director Milian stated he could look for a place but will not be close and he is working on it.

Further discussion took place among the Committee Members and Parks and Recreation Director Milian regarding different options of programs and possible locations.

8. Next Meeting: November 15, 2021

Consensus was reached by the Committee members to have the next meeting on November 15, 2021 and Vice Chair Travis will not be in attendance since she will be resigning from the Committee.

9. Adjournment

A motion was made by Committee Member MacBride to adjourn the meeting without objection at 8:27 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 _____ day of _____, 2021.

Retta Logan, Chair

Attest:

Evelyn Herbello
Deputy Town Clerk



Town of Surfside

**SPECIAL TOURIST BOARD MEETING
MINUTES
9293 Harding Avenue, Surfside, FL 33154
November 18, 2021– 5:30 p.m.**

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Herman at 5:30 p.m.

Present: Chair Lisa Herman
Board Member Robert Lisman
Vice Chair Eli Tourgeman
Board Member Diana Gonzalez

Absent: Board Member Ian Mavorah

Also Present: Vice Mayor Tina Paul
Roger Pou, Town Attorney
Andrew Hyatt, Town Manager
Malarie Dauginikas, Community Services & Public
Communications Director

2. Agenda and Order of Business

Chair Herman introduced and welcomed the newly appointed Tourist Board Member Diana Gonzalez.

3. Approval of Meeting Minutes: October 4, 2021

A motion was made by Vice Chair Tourgeman to approve the October 4, 2021 Tourist Board Meeting Minutes, seconded by Board Member Lisman. The motion carried with a 4-0 vote with Board Member Mavorah absent.

4. Resort Tax Collection and Vacancies Report

Community Services & Public Communications Director Dauginikas gave an update on the resort tax collection and vacancy report.

5. Selection of Downtown Vision Advisory Committee (DVAC) Liaison

Community Services & Public Communications Director Dauginikas explained to the Committee what the role of the DVAC Liaison entails.

A motion was made by Vice Chair Tourgeman to appoint Board Member Gonzalez as the DVAC liaison, seconded by Board Member Lisman. The motion carried with a 4-0 vote with Board Member Mavorah absent.

6. 2022 Third Thursdays Events: Vendor Selection Presentations

Community Services & Public Communications Director Dauginikas gave a summary of the vendor selection

The below vendors provided a presentation of their company.

- 5:45 p.m. - AA Musicians

Alan Andai presented on behalf of AA Musicians. He provided a history of Third Thursdays event series as well as what AA Musicians' past involvement in a PowerPoint presentation.

Board Member Gonzalez asked about the budget for the series.

Chair Lisman asked regarding their involvement in past Third Thursday events.

Mr. Andai addressed the comments made by the Board and his company's involvement in the past with this event.

Vice Chair Tourgeman stated he was very involved in the Third Thursday events in the past and Mr. Andai also helped develop the early concept. He touched on the small budget when the events first started and how Mr. Andai was always able to work with the existing resources. He stated that Mr. Andai and his company always did an amazing job with the budget they had to work with.

Mr. Andai thanked Vice Chair Tourgeman for his comments and spoke regarding the past and he is looking forward to being able to bring their resources to the Town.

- 6:00 p.m. - CMG – Cross Minded Group

Diego Caiola, representing Cross Minded Group. He gave an overview of the company and their experience with different agencies.

Board Member Gonzalez asked what they promote under the art tents.

Mr. Caiola stated it is different events for the children with painting and art. He continued with his PowerPoint presentation.

Chair Herman asked how many staff members they have. She asked what other activities they have for children.

Mr. Caiola stated they have 8 staff members and they use face painting and other art activities for the children. He also provided the layout of the picnic tables and chairs.

Chair Herman asked how many food trucks they will have.

Mr. Caiola stated that they usually have 2 and depends on how many restaurants they have that participate, they will turn it into ice cream trucks.

Vice Chair Tourgeman suggested that whatever food truck is coming, that it will not conflict with any restaurants that are serving that particular food in the business district.

Mr. Caiola stated that the food trucks that they have usually provide snow cones and dessert.

Board Member Gonzalez asked what the budget is for that project.

Chair Herman explained that everyone is working with the same budget that was already set in a previous meeting.

- 6:15 p.m. - Robyn Baltuch

Robyn Baltuch, founder of Baltuch design provided a PowerPoint presentation with the different events and provided a summary of her company's experience.

Chair Herman asked what they would do with each event.

Ms. Baltuch explained what events would take place on each Third Thursday for each month.

- 6:30 p.m. - Agency Lu/Event Rhythm (presented at 6:44 p.m.)

Camilo Provencales, Agency Lu/Event Rhythm Productions provided a PowerPoint presentation of the company and provided an overview of their experience and past events.

Alexandra Fernandez, Agency Lu/Event Rhythm provided overview of different events that they would be presenting.

Juliana Arango, Agency Lu/Event Rhythm provided concepts for the events that will be family friendly and eco conscious. She also provided different activity ideas for children and adults.

Board Member Gonzalez asked what type of music they will have.

Ms. Arango stated that it depends on the event and the musician, they want to match up the activity with the type of music and would like to keep local talent involved.

- 6:45 p.m. – Sara Liss (presented at 6:22 p.m.)

Sara Liss, provided a PowerPoint presentation. She has been attending Third Thursdays for over ten years and is happy that the event is coming back. She provided an overview of her experience and past events. She provided ideas for Third Thursday events.

Chair Herman asked how big her staff is.

Ms. Liss stated that currently she has a staff of 3 but that is due to hiatus but has a lot of connections and she will start hiring and staffing up quickly.

Board Member Gonzalez asked regarding her comment that she uses Surfside residents.

Ms. Liss stated that yes, she creates event hosts and they will then invite 5 people and each event host would get a picnic basket. It is creating a host that will promote the event.

The Board took a break at 6:54 p.m.
The meeting resumed at 7:00 p.m.

Chair Herman stated that she likes the idea of going with someone local with someone like Mr. Andai and Ms. Liss. She also believes that Agency Lu has great concepts and ideas.

Board Member Lisman stated that he likes everyone's presentation and they have great ideas all around.

Board Member Gonzalez would like to keep someone local and Agency Lu has great ideas. She also stated that since they have been closed for so long she likes the ideas of coming up with big ideas and proposals. She also likes what Ms. Liss proposed. She suggested choosing something new to make a change.

Vice Chair Tourgeman agrees that everyone did a good presentation. He stated that he was surprised that no one mentioned involving the hotels. They need to remember this is the Tourist Board and the dollars spent on this activity come from Tourist dollars. He would have liked to hear besides the business district to have an incorporation of the main pillars of this Board which is the hotels. The hotels generate the funds to pay for this activity. One of the presenters has his whole family involved. Overall everyone did a great presentation.

Board Member Gonzalez stated that whoever they choose, they can guide and ask them to work with the hotels.

Vice Chair Tourgeman stated that he was surprised that the hotels were not spoken about. He spoke regarding the event in the past and when tourists go back home they speak about the great event that they attended in Surfside. He explained why they decided to do the event in January, February and March is due to the tourists.

Board Member Lisman stated that the event should be on the hotel's calendar, so they are aware of the events.

Vice Mayor Paul thanked all the presenters and liked the ideas. She stated that the focus should be how does it evolve coming out of COVID-19.

Vice Chair Tourgeman stated that they are not over COVID-19 and crowds are avoided, and some are still wearing masks. He asked if any of them have given a thought to that.

Vice Mayor Paul stated that in one of the presentations, they had hand sanitizing stations. She stated that perhaps part of the requirement is to have mask wearing and hand sanitizing stations.

Board Member Gonzalez stated that they cannot force anyone to wear masks.

Vice Mayor Paul spoke regarding recommending the wearing of the masks.

Town Attorney Pou stated that something that can be done is that the agreement could contain that vendors have hand sanitizing stations and COVID-19 recommendations and contractually you can have the vendor's employees wear masks.

Further discussion took place among the Board regarding mask wearing at the event and possible recommendations.

The Board took a break at 7:15 p.m.
The meeting reconvened at 7:25 p.m.

The following were the scores for each vendor:

AA Musicians	330
CMG - Cross Minded Group	245
Robyn Baltuch	225
Agency Lu/ Event Rhythm	375
Sara Liss	375

Chair Herman opened the floor for discussion due to Sara Liss and Agency Lu being a tied vote.

Board Member Lisman stated that they should consider the track record and history of the vendor.

Board Member Gonzalez stated that they know the background of the company. She would suggest going with someone they know.

A motion was made by Board Member Gonzalez to recommend Sara Liss to the Town Commission as the vendor for the Third Thursdays event, seconded by Board Member Lisman. The motion carried with a 4-0 vote with Board Member Mavorah absent.

7. Sustainably Surfside Contest

Community Services & Public Communications Director Dauginikas provided a summary of the contest. She stated that they did not have many entries in response, but they did have a terrific winner, @plasticfisherman, who turns beach litter into art. A video was shown to highlight his efforts.

8. Turtle Sculpture Update

Community Services & Public Communications Director Dauginikas provided an update on the turtle sculpture. She stated that they wanted to go back and do some additional research on the sustainability/Tequesta concept given that the Board was not too familiar with the history when the concept was initially pitched and expressed additional concerns.

Staff spoke to key historians and archeologists with extensive knowledge of the Tequesta Indians and their presence in the area. They included Robert Carr, founder of the South Florida Archeological Society and one of the leaders of the Tequesta Miami Circle excavation in the 1990s; Jorge Zaramillo, Executive Director of the HistoryMiami museum; and Dr. Paul George, HistoryMiami historian who leads Surfside's walking tours. All three were very enthusiastic about the idea noting it would in no way be considered offensive given since it would honor the tribe. Mr. Carr stressed that Tequesta artifacts and remains were recovered near 95th Street, likely near the site of the proposed sculpture location.

Vice Chair Tourgeman asked if a design proposal was available.

Community Services & Public Communications Director Dauginikas stated that not as of yet, but after tonight's discussion they will go back to the design school, so that students could work on designs for the Board.

Chair Herman stated she felt much more comfortable with the concept after hearing the additional research and the support of experts.

Board Member Gonzalez stated that it is important to show the native involvement and history.

Vice Mayor Paul stated she really liked the idea from the beginning given the importance of honoring our history and is happy staff did not give up on the concept and conducted additional research to support it.

Chair Herman asked the size of the turtle at the location.

Community Services & Public Communications Director Dauginikas provided the presentation with the size of the turtle.

Board Member Lisman would have liked more design options before making the decision.

Vice Mayor Paul asked if they will be coming back with a design.

Community Services & Public Communications Director Dauginikas stated that they can come back with some designs.

Board Member Lisman explained what was presented last time and he would like to see more concepts and designs

A motion was made by Board Member Gonzalez to move forward with the concept and come back with designs, seconded by Vice Chair Tourgeman.

Board Member Gonzalez withdrew her motion and Vice Chair Tourgeman withdrew his second.

Board Member Gonzalez asked regarding what is being presented today.

Board Member Lisman stated that at the last meeting, given the initial questions and concerns on the Tequesta concept, a suggestion was made to look at Surfside's architecture for design inspiration, stressing there were other concepts available besides the sustainability/Tequesta idea.

A motion was made by Vice Chair Tourgeman that in addition to the sustainability/Tequesta concept, other design options be brought back to the Board at the next meeting, seconded by Board Member Lisman. The motion carried with a 3-1 vote with Board Member Gonzalez voting in opposition and Board Member Mavorah absent.

9. 2021 Holiday Banners Final Selection

Community Services & Public Communications Director Dauginikas provided the final designs for the 2021 Holiday Banners which were tweaked according to the Board's direction at the October meeting.

Vice Chair Tourgeman stated that he is a Spanish speaker and does not recall the term "Felices Fiestas."

Community Services & Public Communications Director Dauginikas stated that she will defer to the Tourism Manager.

Town Attorney Pou opined that Felices Fiesta is an alternative and Tourism Manager Trigueros brought it to his attention.

Further discussion took place regarding the Spanish translation.

Board Member Gonzalez likes option 2.

Vice Chair Tourgeman likes the color red and green for the holidays. He likes option 4 with more red.

Chair Herman feels that they are moving backwards. She said the designs felt "clip arty" and would like to see the previous options.

Board Member Lisman stated that the designs were not up to standard and do not reflect our Town therefore he would rather pick what they did last year than any of these new options.

Community Services & Public Communications Director Dauginikas stated that she has the ones from last year and her concern is that they are running out of time.

Chair Herman stated that if they still have the banners from last year just use those.

Vice Chair Tourgeman stated that if they like those previous banners then just go with those.

A motion was made by Vice Chair Tourgeman to use the banners from last year and do a better effort next year for better designs, seconded by Board Member Lisman. The motion carried with a 4-0 vote with Board Member Mavorah absent.

10. Surfside Small Business Recovery Fund Update

Community Services & Public Communications Director Dauginikas provided an update of the Surfside Small Business Recovery Fund. She provided the deadline date and they will be going to the businesses to provide applications and deadline date.

11. Redesigned Tourism Eblasts, New 2022 Visitor Guide

Community Services & Public Communications Director Dauginikas provided a summary of the redesigned Tourism Eblasts and New 2022 Visitor Guide. She stated that they are looking at launching it in January 2022.

Vice Chair Tourgeman asked if it would be possible to retouch the vintage Surf Club image to add color.

Community Services & Public Communications Director Dauginikas stated that she can check because that is the only photo they found.

Vice Chair Tourgeman stated that it would look more attractive.

Board Member Lisman would also like to see it in color.

12. Discussion Items:

A. Next Meeting: Monday, December 6, 2021 at 5:30 p.m.

Consensus was reached to hold the next meeting on December 6, 2021 starting at 5:30 p.m.

Vice Chair Tourgeman stated that in the past the Board used to provide food. He would like to recommend that at all meetings they provide food, like pizza. He stated that as volunteer, these meetings take place during dinner time and they are not provided food nor refreshments. He would like to have some food to be provided at the meetings.

Consensus was reached to have food at the meetings moving forward.

Board Member Gonzalez stated that some hotels would have prizes to attract individuals. She stated that it would bring a lot of people to the Town. She suggested to have the hotels make some form of promotions.

Vice Chair Tourgeman commented on the Tourist Board participating with the hotels for different tours.

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

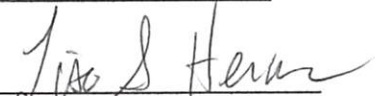
There were no public speakers.

14. Adjournment

There being no further business to discuss before the Tourist Board, Vice Chair Tourgeman made a motion to adjourn the meeting at 8:07 p.m., seconded by Board Member Lisman. The motion carried with a 4-0 vote with Board Member Mavorah absent.

Respectfully submitted:

Accepted this 6 day of December, 2021.



Lisa Herman, Chair

Attest:



Evelyn Herbelto
Deputy Town Clerk



ITEM NO. 3E

MEMORANDUM

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: December 14, 2021
Subject: Procurement of Four 2022 Police Vehicles, Marked Hybrid Ford Police SUV Interceptor Vehicles

The Surfside Police Department fleet has vehicles in operation that are aging and out of warranty. The repair costs and time out of service for repairs necessitates these vehicles being replaced. The Department is seeking the procurement of four (4) 2022 Hybrid Patrol Ford SUV Police Interceptor vehicles under the terms of the Florida Sheriffs Association Cooperative Purchasing Program (FSA20-VEL28.0) for Pursuit, Administrative and Other Vehicles.

The cost to purchase, outfit and install the necessary equipment for four (4) Hybrid Patrol Ford SUV Police Interceptor vehicles is approximately \$198,432.00 The base cost per vehicle is \$39,414.00 and the cost for equipment and graphics per vehicle is \$10,194.00.

These vehicles will provide enhanced safety to Police Officers, in addition to more efficient and sustained service to the Town. The procured vehicles will each have an extended bumper-to-bumper warranty to provide coverage for five (5) years or 75,000 miles on each vehicle. The SUV vehicles will also enhance mobility and operational efficiency during storms and flooding incidents for patrol and operational purposes. The below chart details the Department vehicles that will be phased out of the police fleet:

YEAR	UNIT	MAKE	MODEL	VIN	MILES
2012	522	DODGE	CHARGER	2C3CDXAG6CH305285	115145
2012	423	DODGE	CHARGER	2C3CDXAG0CH114817	85770
2012	525	DODGE	CHARGER	2C3CDXBG7CH285515	111901
2014	541	DODGE	CHARGER	2C3CDXAG1EH235097	74154

Town Administration recommends a motion to approve a resolution to authorize the procurement of these vehicles which were approved in the FY 2022 budget.

Prepared by: JH

Reviewed by: JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2022 FORD POLICE INTERCEPTOR UTILITY VEHICLES, TOGETHER WITH EMERGENCY LIGHTING EQUIPMENT, GRAPHICS, AND RADIO EQUIPMENT FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES AND EMERGENCY LIGHTING EQUIPMENT, GRAPHICS, AND RADIO EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OR DISPOSITION OF THE SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Police Department is in need of four new 2022 Hybrid Patrol Ford SUV Police Interceptor Vehicles (collectively, the “Police Vehicles”) to enhance patrol of the Town for the safety of its residents and visitors and facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town for the Police Vehicles has already been competitively bid by the Florida Association of Sheriffs (“Sheriffs’ Bid”) and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town’s Code of Ordinances (“Code”); and

WHEREAS, the Sheriffs’ Bid resulted in the Florida Association of Sheriffs’ Contract Number FSA20-VEL28.0 (“Sheriffs’ Contract”), which allows local governments statewide to utilize the Sheriffs’ Contract for their own benefit and pricing; and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Police Vehicles at a cost of \$39,414.00 per vehicle (total of \$157,656.00) from Garber Ford, Inc.

(“Garber Ford”) by using the Sheriffs’ Contracts pursuant to Section 3-13(3) of the Town’s Code and consistent with the quote attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission further desires to authorize the purchase and installation of (i) emergency lighting equipment (“Lighting”), (ii) white vinyl and reflective decal graphics (“Graphics”), and (iii) radio equipment (“Radios”) for the Police Vehicles; and

WHEREAS, the Town Commission finds that the purchase of the Lighting is exempt from competitive bidding per Section 3-13(3) of the Town Code, pursuant to a contract awarded by the City of Kissimmee to HG2 Emergency Lighting LLC (“HG2”) for Lighting through competitive bid number BA 2015-012; and

WHEREAS, HG2 has provided the Town with a quote attached hereto as Exhibit “B” for the purchase and installation of the Lighting for the Police Vehicles at a total cost of \$36,676.00 (“Lighting Purchase”), and the Town Commission wishes to authorize the Town Manager to implement the Lighting Purchase from HG2 consistent with the quote attached hereto as Exhibit “B”; and

WHEREAS, Sign Savers, Corp. (“Sign Savers”) has provided the Town with a quote attached hereto as Exhibit “C” for the purchase and installation of the Graphics for the Police Vehicles at a cost \$750.00 per vehicle (“Graphics Purchase”) plus an installation charge of \$100 (total cost of \$3,100.00), and the Town Commission further authorizes the Graphics Purchase consistent with the quote attached hereto as Exhibit “C”; and

WHEREAS, Miami-Dade County (“County”) has provided the Town with a quote attached hereto as Exhibit “D” for the installation of Radios for the Police Vehicles at a cost of \$250.00 per vehicle or a total cost of \$1,000.00 (“Radio Purchase”), and the Town Commission

further wishes to authorize the Radio Purchase consistent with the quote attached hereto as Exhibit “D”; and

WHEREAS, the Town Commission declares the police vehicles and equipment identified in the Town Commission Communication Memorandum attached to this Resolution (the “Surplus Property”) as surplus property that has become obsolete, outlived its usefulness, is inadequate for the public purposes for which it was intended, or is no longer needed for public purposes in light of the purchases authorized by this Resolution; and

WHEREAS, the Town Commission authorizes the Town Manager or his designee to sell or otherwise dispose of the Surplus Property in accordance with the Town Charter, the Town Code, and Florida Law; and

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

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

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

Section 2. Approval and Authorization to Purchase Police Vehicles; Together with Emergency Lighting Equipment, Graphics, and Radio Equipment. The Town Commission hereby approves and authorizes the purchase of the Police Vehicles from Garber Ford in the amount of \$157,656.00 in accordance with the Quote attached hereto as Exhibit “A.” The Town Commission further approves and authorizes: (i) the Lighting Purchase for the Police Vehicles from HG2 in accordance with the quote attached hereto as Exhibit “B” for a total cost of \$36,676.00; (ii) the Graphics Purchase for the Police Vehicles from Sign Savers Corp. in

accordance with the quote attached hereto as Exhibit “C” for a total cost of \$3,100.00; and (iii) the Radio Purchase for the Police Vehicles from Miami-Dade County in accordance with the quote attached hereto as Exhibit “D” for a total cost of \$1,000.00. The Police Vehicle Purchase, the Lighting Purchase, the Graphics Purchase and the Radio Purchase are a total collective amount not to exceed \$198,432.00.

Section 3. Exemption from Competitive Bidding. The Town Commission hereby finds that the Garber Ford Purchase utilizing the Sheriffs’ Contract and the Lighting Purchase utilizing the City of Kissimmee Contract are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Declaration of Surplus Property. The Town Commission finds that the Surplus Property identified in the Town Commission Communication Memorandum attached to this Resolution has become obsolete, outlived its usefulness, is inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the Town Commission declares the Surplus Property to be surplus personal property of the Town.

Section 5. Authorizing Sale or Disposition of Surplus Property. The Town Manager is hereby authorized to sell or dispose of the Surplus Property identified in the Town Commission Communication Memorandum attached to this Resolution by public auction or other procedure determined by the Town Manager to be in the best interests of the Town, and in accordance with the Town Charter, Town Code, and Florida Law. Any surplus property items acquired by the Town pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 6. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchases described in

this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 7. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED on this 14th day of December, 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



Specification # 254

Unit Description FORD INTERCEPTOR UTILITY HYBRID AWD

Prepared for:

Prepared by:

Town of Surfside
 Attn: Elinor Joseph
ejoseph@townofsurfside.gov
 305.861.4862

Garber Ford Inc
 Todd Brandt
 (904) 264-2442 ext.2348 FAX: (904) 284-0054
 3380 Highway 17 Green Cove Springs FL, 32043
tbrandt@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association.
 (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/).
 Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2021 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Base Price

K8A 2022 FORD POLICE INTERCEPTOR UTILITY,V6 AWD \$36,483.00

Codes	Optional Equipment	Unit Price	Net Price
500A	POLICE PACKAGE	Included	\$0.00
99W	3.3L V6 HYBRID ENGINE	Included	\$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	Included	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	Included	\$0.00
96	CLOTH BUCKETS W/REAR VINYL: CHARC BLACK	Included	\$0.00
60A	GRILLE PREWIRING	49	\$49.00
43D	DARK CAR FEATURE	24	\$24.00
86T	PREDRILLED HOLE IN TAILLAMP	59	\$59.00
52P	HIDDEN DOOR LOCK PLUNGER/WIND/DOORS INOP	159	\$159.00
68G	REAR DOOR CONTROLS INOP: INCLUDED	Included	\$0.00
51R	DRIVERS LED SPOTLIGHT	Included	\$0.00
87R	REAR VIEW CAMERA DIPLAYED IN MIRROR: INCL	Included	\$0.00
18D	GLOBAL UNLOCK: NO CHARGE	0	\$0.00
68B	POLICE PERIMETER ALERT	674	\$674.00
55F	KEYLESS ENTRY PACKAGE	Included	\$0.00
	5YR/75,000 MILES FORD EXTRA CARE WAR W/\$0 DE	1960	\$1,960.00
	DUCTIBLE	0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
TTAG	TEMP TAG	6	\$6.00
DEL	DELIVERY		

TOTAL PURCHASE AMOUNT PER VEHICLE \$ 39,414.00

TOTAL x4 VEHICLES \$ 157,656.00



HG2 Emergency Lighting
 477 N Semoran Blvd
 Orlando, FL 32807

Quote

Date	Quote No.
10/13/21	3744

407-426-7700
 sales@hg2lighting.com

407-426-7700
 www.hg2lighting.com

Bill To
Surfside PD

Ship To

P.O. Number	Terms	REP	Vehicle	Vin#
QUOTE			2022 Ford Interceptor SUV	

Item	Description	Quantity	Rate	Amount
QK0494ITU12	Setina Full Transport Seat with Center Pull Seatbelts for 2020+ Ford Interceptor SUV	4	679.00	2,716.00
PK1126ITU12	Setina 10XL Front Prisoner Partition 2020+ Ford Interceptor SUV	4	679.00	2,716.00
PK0123ITU122N D	Setina 12VS Expanded Metal Partition For Stock Seat or Setina TPO Seat 2020+ Ford Interceptor SUV	4	359.00	1,436.00
WK0514ITU12	Setina Steel Window Bars Vertical 2020+ Ford Interceptor SUV	4	209.00	836.00
TH750	Thor 750 Watt Inverter	4	65.00	260.00
7170-0166	Gamber Johnson Vehicle Kit 2020+ Ford Interceptor SUV. Includes Cupholder, Arm Rest, and Mongoose Motion Device	4	509.00	2,036.00
7160-0250	Gamber Johnson Notepad V Universal Cradle	4	229.00	916.00
WHL-LIB2-BRW	Whelen Liberty 2 Lightbar Blue/Red with Takedowns, Alley and Traffic Advisor Function	4	1,550.00	6,200.00
CCSRN3	Whelen Cencom Siren 16 Button	4	700.00	2,800.00
VTX609B	Whelen Vertex Strobe Blue Head Light Driver Side	4	55.00	220.00
VTX609R	Whelen Vertex Strobe Red Head Light Passenger Side	4	55.00	220.00
VTX609B	Whelen Vertex Strobe Light Blue Driver Taillight	4	55.00	220.00
VTX609R	Whelen Vertex Strobe Light Red Passenger Taillight	4	55.00	220.00
MCRNTB	Whelen Micron Stud Mount Blue	4	79.00	316.00
MCRNTR	Whelen Micron Stud Mount Red	4	79.00	316.00

Thank You For Your Business!			Subtotal	\$36,676.00
			Sales Tax (0.0%)	\$0.00
			Total	



HG2 Emergency Lighting
 477 N Semoran Blvd
 Orlando, FL 32807

407-426-7700
 sales@hg2lighting.com

407-426-7700
 www.hg2lighting.com

Quote

Date	Quote No.
10/13/21	3744

Bill To
Surfside PD

Ship To

P.O. Number	Terms	REP	Vehicle	Vin#
QUOTE			2022 Ford Interceptor SUV	

Item	Description	Quantity	Rate	Amount
HG22PC68BR-I NT	Blue/Red 68" Side Runner Kit Interceptor Bracket	4	799.00	3,196.00
HG2RWINTSUV -BR	Blue/Red Rear Visor Ford Interceptor SUV with Back Fire Lights	4	699.00	2,796.00
Labor	Labor/Installation	4	1,250.00	5,000.00
Installation-Kit	Installation Kit Including Fuses and Wiring	4	75.00	300.00
Misc	Westin Push Bumper with 4 Forward Lights	4	650.00	2,600.00
Misc	Side Push Bumper Lights Pair	4	250.00	1,000.00
Labor	Labor/Installation of Radio	4	89.00	356.00

Thank You For Your Business!			Subtotal	\$36,676.00
			Sales Tax (0.0%)	\$0.00
			Total	\$36,676.00

The Sign Savers, Corp

12385 SW 129 CT
 Suite 101
 Miami, FL 33186

Estimate

Date	Estimate #
10/4/2021	6809

Name / Address
Surfside Police 9293 Harding Ave Surfside, FL 33154

Project

Item	Description	Qty	Rate	U/M	Total
Commercial Par...	Town of Surfside Police reflective decals on doors, rear hatch, and fenders (Law Enforcement Accreditation).	4	750.00		3,000.00
Installation	White vinyl on doors, white vinyl unit numbers, 'Emergency 911', rear website. on Ford Explorers. Units: TBD Off site installation in Ft Lauderdale, FL. Charge would be \$100 per visit	1	100.00		100.00
			Subtotal		\$3,100.00
50% non-refundable deposit is required to begin design/production. 3% credit card processing fee will be added to all credit card payments.			Sales Tax (7.0%)		\$0.00
			Total		\$3,100.00

Phone #	E-mail	Web Site
(305) 909-9967	billing@thesignsavers.com	www.thesignsavers.com

Exhibit D

Miami Dade ITD

6010 SW 87 AVE
MIAMI, FL 33173
Phone (305) 596-8061



Quotation valid until: 30 Days November 5, 2021
Prepared by: Carlos Ros

Surfside P.D

Comments or special instructions:

Description	PRICE	Quantity	AMOUNT
7300M,KIT,INSTALL,TRMT	\$250.00	4	\$1,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$1,000.00

If you have any questions concerning this quotation, contact: **Carlos Ros 305-596-8061**

THANK YOU FOR YOUR BUSINESS!



MEMORANDUM

ITEM NO. **3F**

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: December 14, 2021
Subject: Cellular Water Meters Phase I Expenditures

During the water infrastructure upgrades project that occurred in 2013, the Town installed new Badger meters per engineering contract documents which allowed for the accessibility of meter information remotely through a centralized antenna at Town Hall. This feature works by having an encoder, a battery-operated transponder system that sends residential water meter signal in intervals which communicates with the Town Hall antenna for information transfer. Since the system operates on battery, each encoder has a life span of 8 to 10 years. A total of 1700 meters with this system are currently deployed.

Since the installation of the system (commissioned in 2013), approximately 15% of the batteries have failed which is consistent with battery life expectancy. The failed units do not communicate remotely and require physical meter reading. The Public Works Department proposed for FY 2022 to commence a three-year conversion program to convert all existing meters encoders to cellular based encoders in order to replace the low battery inventory reaching life expectancy. The new cellular encoders operate on a cellular based system that does not require a Town Hall antenna. Additionally, the new encoders upload data simultaneously to the Town system on a cloud-based program that allows for residents to review their consumption. The cloud-based system is called Eye on Water and additional information can be found in **Exhibit A** – “Eyes on Water Demo Sheet”.

The total cost to upgrade each meter assembly is \$171.38. There is a total of 1700 meter accounts that would need to be phased out. The cost per each assembly includes hardware and one year hosting fee. Hosting fee for the cellular service is \$.89 per month, totaling \$10.68 per year. Refer to **Table A** – “Conversion Program Table” for total conversions, cost per unit and total funding request per fiscal year. Pricing is based on year 2021 unit rates which can go up due to inflation and material costs.

Fiscal Year	Total Properties to be Converted	Cost per Unit* (includes yearly hosting fee)	Total Funding Request
2022	659	\$171.38	\$112,990
2023	521	\$171.38	\$89,289
2024	520	\$171.38	\$89,118

Table A – “Conversion Program Table”

Pricing cost per unit is based on year 2021-unit rates which can go up due to inflation and material costs. The hosting fee is consistent and is locked in at \$.89 per month for a period of 10 years. Badger Meter proposals for hardware and cellular hosting fee can be found in **Exhibit B** - “Proposals”.


Town administration budgeted for FY 2022 a total of 659 conversions through the FY 2022 Adopted Budget with funding source through the Water and Sewer fund and paid for with American Rescue Plan Act (ARPA) funds.. In order to competitive bid this purchase, all Town meters would need to be replaced. Per Section 3-13.- Exemptions from competitive bidding of the Town code, this item is waived of the competitive bidding process due to a sole source. Refer to **Exhibit C** - “Sole Source Letter”. Town administration recommends Commission approval to proceed with the purchase of 659 cellular encoders for a total cost expenditure approval of \$112,990.00 and to enter into an agreement yearly hosting fees with Badger Meter.

- Exhibit A - Eyes on Water Demo Sheet
- Exhibit B - Proposals
- Exhibit C - Sole Source Letter

Reviewed by:

Prepared by: HG

EyeOnWater Page Breakdown

 EyeOnWater

 Welcome Customer [Help](#) [Signout](#)
City Utility Company

2


3200 Patience Avenue Apt. 689
Santa Carla, CA ▲

3200 Patience Avenue Apt. 689
Santa Carla, CA 93104
Meter ID FT34546900R
(5127612021)

275 Esperanza Overpass Apt. 439...
Santa Carla, CA 93104
Meter ID PY76497067R
(3724407033)

3

Leaks




No leak detected. Great job!

Edit Leak Alert

4

At a Glance



8% decrease

1,850

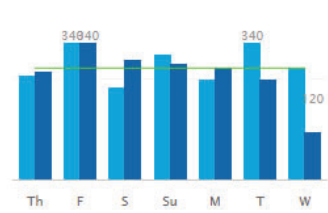
Last 7 Days
gallons

2,010

Previous 7 Days
gallons

275

30 Day Average
gallons per day



5

Your Meter



Your meter measures the quantity of water used in your household. Flow is measured electronically at hourly intervals, and updated every 24 hours for billing and leak detection.

Read Frequency
Hourly

Meter Read
5:52 AM on Jul 21
423.79000 KGAL

Next Update
5:52 AM on Jul 22

6

Daily for July 2016

Print/Download
More Options



Abbey Blick
Flow: 310 Gallons
Sun, July 10, 2016
Read: 421.04 KGAL

Export Data

Powered by Badger Meter, Inc. Legal

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October 2018

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Badger Meter

QUOTATION

Quotation No. 426317

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 800-876-3837 Fax: 888-371-5982

Customer Service Rep:

Created Date: 06-27-2019

To Randy Stokes, Public Works Director
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE Florida 33154

CUSTOMER ID:00091945

EFFECTIVE DATES:6/27/2019 - 6/26/2029

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS / INCO TERMS	PAYMENT TERMS
007260 Angela Phillips	BEACON Service Fees	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	BEACON FIXED NETWORK SERV UNIT 68886-201 GALAXY reads passed through BEACON AMA, per endpoint, per month	TBD	\$0.14	
2	ORION CELLULAR LTE SERV UNIT 68886-104 OPTIONAL: Cellular reads passed through BEACON AMA, per endpoint, per month	TBD	\$0.89	

Notes and Assumptions:

At the expiration of each quote term, Badger Meter reserves the right to increase the subscription fee price no greater than the increase in the Producers Price Index for Totalizing Fluid Meters and Counting Devices as reported by the U.S. Department of Labor. The date of the previous quote shall be used to determine the base index. ---Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

If applicable, sales tax and freight charges will be added at time of invoice.

Actual lead time to be provided at time of order.

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx

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Badger Meter

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Quotation No. 426317

If you would like to place an order, please contact your Customer Service Rep at utilityorders@badgermeter.com or call 1-800-876-3837.

If you have questions, please contact your Account Manager Angela Phillips 800-876-3837 x16514 aphillips@badgermeter.com

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Page 2 of 2



Badger Meter

BEACON® AMA Mobile and Fixed Network Pricing Terms and Conditions

The following Terms & Conditions apply to BEACON® AMA Mobile Solution and BEACON AMA Traditional Fixed Network Solution services sold by Badger Meter, Inc. ("Badger Meter") or one of its authorized distributors to a utility or non-utility customer ("Customer") and are in addition to those found at <https://www.badgermeter.com/certifications-legal/> and as appropriate, the BEACON General Agreement and/or BEACON Master Agreement executed by Customer.

ONE-TIME FEES

BEACON ENGAGEMENT FEE

A one-time BEACON Engagement Fee, invoiced by Badger Meter or one of its authorized distributors, is required for all BEACON AMA Mobile Solution and Traditional Fixed Network Solution deployments. This fee includes setup and activation of Customer's BEACON AMA portfolio. Fees charged to a Customer by its utility billing vendor for an interface file are separate and are the responsibility of the Customer.

SERVICE UNITS

Recurring service fees are based on asset type and assessed monthly ("Service Units"). Asset types are identified by unique Service Unit part numbers as represented in this section. Service Units will be invoiced by Badger Meter or one of its authorized distributors.

HOSTING FEE SERVICE UNITS

Customers deploying a BEACON AMA Mobile Solution or Traditional Fixed Network Solution will be assessed Hosting Fee Service Units, which include Customer's license and access to the BEACON AMA software, software updates, hosting of Customer's metering data, and technical support. A Hosting Fee Service Unit represents one (1) month of service for an Account in Customer's BEACON AMA portfolio and will be assessed on the 26th of each month. Service Unit price may vary if purchase increment is changed.

MOBILE: Mobile Hosting Fee Service Units (68886-301) will be assessed monthly, per eligible Mobile Account in Customer's BEACON AMA portfolio. Any Account which is brought into Customer's portfolio which is not classified as a Fixed Network or Cellular Account will be classified as a Mobile Account.

FIXED NETWORK: Fixed Network Hosting Fee Service Units (68886-201) will be assessed monthly, per eligible Fixed Network Account in Customer's portfolio. An Account will be classified as a Fixed Network Account the first time a fixed network message is heard by a gateway.

FIXED NETWORK GATEWAY CELLULAR COMMUNICATION FEE SERVICE UNITS

Cellular gateway backhaul communication Service Units (68886-601) will be assessed quarterly based on cumulative number of cellular backhaul gateways shipped to Customer. A cellular gateway backhaul communication Service Unit represents one (1) month of backhaul service for a gateway shipped to Customer and will be assessed quarterly. Service Units for backhaul communications are available for purchase in multiples of three (3) Service Units and each gateway will consume three (3) Service Units per quarterly invoicing period.

EyeOnWater® CONSUMER ENGAGEMENT SERVICE UNITS

An optional annual EyeOnWater® License is available for BEACON AMA Traditional Fixed Network Solutions. The annual license includes software licensing, setup and activation of EyeOnWater consumer engagement module for fixed network accounts in Customer's BEACON AMA portfolio. An EyeOnWater Service Unit represents one (1) month of Customer access to EyeOnWater consumer engagement tools and will be assessed in multiples of twelve (12) EyeOnWater Service Units (68886-401). EyeOnWater license may be added by a utility at any time. Customer is required to have appropriate data fields provided from billing software to support EyeOnWater. Fees charged to a Customer by its utility billing vendor for interface file are separate and are the responsibility of the Customer.

BEA-FM-01939-EN-04 (May 2019)

BEACON AMA FIELD APPLICATION SUITE – MOBILE READ MODULE SERVICE UNITS

An annual BEACON AMA Field Application Suite-Mobile Read Module license is required. This license includes Customer access to the BEACON AMA mobile meter reading software system, software updates, and technical support.

A Mobile Read Module License Service Unit represents one (1) month of Customer access to the BEACON AMA Field Application Suite-Mobile Read Module, including BEACON AMA Field Director, ORION® Mobile Read software and ORION Endpoint Utility software, and will be assessed in multiples of twelve (12) Mobile Read Module License Service Units (68886-501).

BEACON AMA FIELD APPLICATION SUITE – MOBILE READ MODULE USER LOGIN SERVICE UNITS

An annual BEACON AMA Field Application Suite-Mobile Read Module User Login license is required for each Customer User Login for the BEACON AMA mobile meter reading software suite. User Login License includes access to the BEACON AMA Field Application Suite-Mobile Read Module.

A Mobile Read Module User Login License Service Unit represents one (1) month of Customer user access to BEACON AMA Field Director or ORION® Mobile Read software and will be assessed in multiples of twelve (12) Mobile Read Module User Login License Service Units (68886-502).

SERVICE UNIT PRICING AND PAYMENT

Customer will be required to submit a PO to Badger Meter or one of its authorized distributors for applicable Service Units. Initial Service Unit pricing will be held for the first 36-month term at quoted purchase increment, then subject to change thereafter.

Service Units may be purchased in Customer-defined increments except where minimum multiple purchase increments have been stated. Reorder increments will be established at time of initial purchase and may be modified at a later date. Service Unit price may vary if purchase increment is changed.

Service Unit pricing is Net to Customer and will be invoiced by Badger Meter or one of its authorized distributors based on Customer-defined Service Unit purchase increments or minimum multiple purchase increments as noted. Service Unit part numbers are denoted as 68886 and have been included in this document for cross reference with Customer pricing proposal.

Service Units will be consumed on a monthly basis, as applicable to each asset type.

Service Units are non-refundable and non-transferable to another entity without Badger Meter approval.

Service Units may be converted to like-valued, or higher, Service Units of a different asset type with Badger Meter approval.

Service Units expire ten (10) years from date of purchase. Expired Service Units will be forfeited unless converted prior to expiration.

Upon termination of a Customer's BEACON AMA services, for whatever cause, unused Service Units will be forfeited if not converted to Badger Meter or National Meter & Automation, future purchase credit within ninety (90) days.

Failure to renew services at term expiration, or pay for services invoiced by Badger Meter or one of its authorized distributors, may result in termination of services and limited access to Customer's BEACON AMA portfolio at the discretion of Badger Meter.

SMART WATER IS BADGER METER

BEACON, EyeOnWater and ORION are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2019 Badger Meter, Inc. All rights reserved.

www.badgermeter.com



HRELCD-CELLULAR QUOTATION

BM QUOTE #3217977

4545 W Brown Deer Rd
 Milwaukee WI 53223
 PHONE: 800-876-3837

CREATED DATE: October 27 2021
 QUOTED BY: Angie Phillips
 REQUESTED BY: Hector Gomez
 PHONE: 786-778-1728
 EMAIL: hgomez@townofsursidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: 10/27/2021- 12/31/2021

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	ENCODER, CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	CELLULAR ENDPOINT ONLY WITH HRE-LCD ENCODER REGISTER - RETROFIT TO EXISTING METER		
1700	LTE-M Cellular endpoint with HRE-LCD Encoder Register only no meter- with Twist-Tight Connector. NOTE: HRE-LCD register can be programmed to any Badger Meter model/size	\$ 160.70	\$ 273,190.00
NOTE:	CELLULAR ENDPOINTS HOSTING FEE IS INVOICED IN SERVICE UNITS = .89 per endpoint per month		
	For example: 1700 endpoints will be invoiced at .89 x 1700 = \$1513/monh x 12 months = \$18156 service units /year		
		SUBTOTAL	\$ 273,190.00
		SALES TAX	\$ -
		FREIGHT	
		TOTAL	

Sales Tax: To be quoted at time of order.
Est. Lead Time: To be provided at time of order.

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!



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QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT

This quotation is an offer, made subject to the terms & conditions found on our website:

www.badgermeter.com/Company/Legal/Sales-terms.aspx



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

November 1, 2021

Mr. Hector Gomez
Assistant Public Works Director
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

RE: Sole Source Letter

Dear Mr. Gomez:

This letter will confirm that Badger Meter is the sole manufacturer of BEACON®, ORION® Cellular Endpoints and HRE-LCD encoder registers with Twist tight connectors for the town of Surfside, FL.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 16229 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Charla D. Duky', written over the printed name.

Charla D. Duky
Assistant Secretary



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: Meter Encoders and Registers (Cellular Based)

Name of Manufacturer of Goods/Services: Badger Meters

Name of Sole/Single Source Provider: Badger Meters

Town Equipment/Software (if applicable): Eyes on Water (Cloud based system affiliated with Cellular End-points)

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

The Town uses Badger metering infrastructure which was part of the specification package during 2010-2013 infrastructure upgrades.


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: HECTOR GOMEZ  Date: 11/30/2021

Printed Name & Title: INTERIM PUBLIC WORKS DIRECTOR

APPROVED REJECTED

Town Manager's Approval:  Date: 12/1/21

RESOLUTION NO. 2021 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF NEW CELLULAR ENCODERS TOGETHER WITH CLOUD-BASED HOSTING SERVICES FROM BADGER METER, INC. TO REPLACE EXISTING ENCODERS USED TO TRANSMIT WATER METER INFORMATION TO TOWN HALL; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT 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, in 2013, the Town of Surfside (Town”) installed a battery-operated transponder system consisting of 1,700 encoders to transmit residential water meter information to the Town Hall’s centralized antenna; and

WHEREAS, due to the battery-operated transponder system’s age, fifteen percent of existing encoders have failed and Town Staff anticipates that additional encoder failures will accelerate in the near future, consistent with the expected 8 to 10 year battery life expectancy of each encoder; and

WHEREAS, Town Staff has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town’s aging battery-operated transponder system encoders; and

WHEREAS, Badger Meter, Inc. (the “Vendor”) has submitted a proposal to the Town, attached hereto as Exhibit “A,” to implement Phase I of the Town’s Cellular Water Meter Plan (the “Proposal”); and

WHEREAS, as part of the Proposal, the Vendor will replace 659 existing encoders with cellular-based encoders at a cost of \$160.70 per encoder, for a total cost of \$105,901.30 (the “Encoder Replacement Work”); and

WHEREAS, the Proposal from the Vendor also provides for one year of cloud-based hosting services necessary for the transmission of residential water main information through the replacement cellular-based encoders at a cost of \$10.68 per encoder, for a total cost of \$7,038.12 (the “Cloud-Based Hosting Services”); and

WHEREAS, pursuant to Section 3-13(6) of the Town’s Code, supplies, equipment, or services available from a sole source only may be exempted from competitive bidding; and

WHEREAS, additionally, 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 Commission wishes to authorize the Town Manager to enter into a Purchase Order with the Vendor for the Encoder Replacement Work and the Cloud-Based Hosting Services based on the Vendor’s Proposal, in substantially the form attached hereto as Exhibit “A,” 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 Encoder Replacement Work and Cloud-Based Hosting Services 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 Encoder Replacement Work in the amount of \$105,901.30 and the Cloud-Based Hosting Services in the amount of \$7,038.12, for a total amount not to exceed \$112,939.42, from the Vendor is hereby approved. The Town Commission finds that pursuant to Sections 3-13(6) and (7)(f) of the Town's Code, the purchase of the Encoder Replacement Work and the Cloud-Based Hosting Services are exempt from competitive bidding. The Proposal, in substantially the form attached hereto as Exhibit "A," is 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 Encoder Replacement Work and the Cloud-Based Hosting Services in accordance with the Proposal, attached hereto as Exhibit "A," 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 Encoder Replacement Work and the Cloud-Based Hosting Services and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 14th day of December, 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



Badger Meter

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Badger Meter

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If you have questions, please contact your Account Manager Angela Phillips 800-876-3837 x16514 aphillips@badgermeter.com

THANK YOU FOR YOUR BUSINESS!

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Badger Meter

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BEA-FM-01939-EN-04 (May 2019)

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Service Units expire ten (10) years from date of purchase. Expired Service Units will be forfeited unless converted prior to expiration.

Upon termination of a Customer's BEACON AMA services, for whatever cause, unused Service Units will be forfeited if not converted to Badger Meter or National Meter & Automation, future purchase credit within ninety (90) days.

Failure to renew services at term expiration, or pay for services invoiced by Badger Meter or one of its authorized distributors, may result in termination of services and limited access to Customer's BEACON AMA portfolio at the discretion of Badger Meter.

SMART WATER IS BADGER METER

BEACON, EyeOnWater and ORION are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2019 Badger Meter, Inc. All rights reserved.

www.badgermeter.com



HRELCD-CELLULAR QUOTATION

BM QUOTE #3217977

4545 W Brown Deer Rd
 Milwaukee WI 53223
 PHONE: 800-876-3837

CREATED DATE: October 27 2021
 QUOTED BY: Angie Phillips
 REQUESTED BY: Hector Gomez
 PHONE: 786-778-1728
 EMAIL: hgomez@townofsursidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: 10/27/2021- 12/31/2021

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	ENCODER, CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	CELLULAR ENDPOINT ONLY WITH HRE-LCD ENCODER REGISTER - RETROFIT TO EXISTING METER		
1700	LTE-M Cellular endpoint with HRE-LCD Encoder Register only no meter- with Twist-Tight Connector. NOTE: HRE-LCD register can be programmed to any Badger Meter model/size	\$ 160.70	\$ 273,190.00
NOTE:	CELLULAR ENDPOINTS HOSTING FEE IS INVOICED IN SERVICE UNITS = .89 per endpoint per month		
	For example: 1700 endpoints will be invoiced at .89 x 1700 = \$1513/monh x 12 months = \$18156 service units /year		
		SUBTOTAL	\$ 273,190.00
		SALES TAX	\$ -
		FREIGHT	
		TOTAL	

Sales Tax: To be quoted at time of order.
Est. Lead Time: To be provided at time of order.

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!



HRELCD-CELLULAR QUOTATION

BM QUOTE #3217977

4545 W Brown Deer Rd
 Milwaukee WI 53223
 PHONE: 800-876-3837

CREATED DATE: October 27 2021
 QUOTED BY: Angie Phillips
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BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: 10/27/2021- 12/31/2021

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	ENCODER, CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT

This quotation is an offer, made subject to the terms & conditions found on our website:

www.badgermeter.com/Company/Legal/Sales-terms.aspx



MEMORANDUM

ITEM NO. 3G

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

From: Andrew Hyatt, Town Manager

Date: December 14th, 2021

Subject: Youth Sports Program Coaches (Soccer and Tennis)

The Town of Surfside, Parks and Recreation Department, has previously arranged each year for the professional coaching and instruction for Youth Sports Program participants with contractual sports coaching services. Over the past 15 years Alves Sports group (Formerly known as Cyclone Soccer) and GM Sports have provided high quality Soccer Coaching and Tennis Instruction for the Town's Parks and Recreation Youth Sports Programs. Alves Sports group holds Certifications and Licenses from the United States Soccer Federation, United States Amateur Soccer Association. GM Sports holds Certifications from the United States Professional Tennis Association, and United States Professional Tennis Registry.

Youth Soccer and Tennis programs run annually for three seasons, Fall, Winter and Spring. Each Soccer Season runs three days a week for 10 weeks and competitive games are played off site on weekends. Tennis runs six days a week for eight weeks per session. The professional coaching and instruction provided by these organizations over the years have contributed to the long-time successful operations of the Youth Sports Programs. Both the Youth Soccer and Tennis Programs are at maximum enrollment capacity during the course of the year.

Youth Soccer is budgeted under Parks and Recreation (Other Contractual Service) for the full amount (\$29,400) to operate the programs annually. Youth Tennis is budgeted under Tourist Resort Tax for the full amount (\$45,720.00) to operate the program annually. Total Annual cost is Budgeted at \$75,120, which includes both programs. Annual estimated revenue for both programs is \$78,000.

The Town of Surfside, Parks and Recreation Department, has utilized both organizations from the start of the Youth Soccer and Youth Tennis program. The stability and professional coaching and instruction have contributed to the efficiency, popularity and overall long-term success of each program. The cost associated with the professional coaching is consistent with other outside organizations. Therefore, staff is recommending to waive the competitive bidding process.

Staff request a motion to approve each resolution expenditure for the year, waving the procurement for Youth Soccer (\$29,400) and Tennis (\$45,720), authorizing for the approval of the expenditures for the 2021-2022 Youth Sports Program (Soccer and Tennis) Coaches and Instructors \$75,120.

Reviewed by TM

Prepared by AH

RESOLUTION NO. 2021-_____

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

WHEREAS, the Town of Surfside ("Town") Parks and Recreation Department has historically contracted with coaches and instructors for the Town's Youth Soccer Program (the "Services"); and

WHEREAS, Alves Sports Group, LLC. ("ASG"), formally known as Cyclone Soccer Miami, Inc., has agreed to perform the Services necessary to operate the Town's Youth Soccer Program pursuant to the contractual services agreement attached hereto as Exhibit "A," (the "Agreement"); and

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

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

WHEREAS, the Town Commission desires to approve the Agreement with ASG in substantially the forms attached hereto as Exhibit "A," and authorize the expenditure of funds for the Services; and

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

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

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

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

Section 3. Implementation. The Town Commission hereby authorizes the Town Manager to execute the Agreement with ASG in substantially the form attached hereto as Exhibit “A,” together with such non-substantive changes as may be approved by the Town Manager, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

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

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

PASSED AND ADOPTED this 14th day of December, 2021.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

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

This Contractual Services Agreement (“Agreement”) is entered into and made effective this ____ day of _____, 2021, as of between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the “Town”) and **ALVES SPORTS GROUP, LLC**. (“Contractor”), a Florida Limited Liability Company.

WITNESSETH:

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

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

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

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

1. Services:

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

At the request of the Town Manager or Town Manager’s Designee, the Contractor shall provide services necessary to operate the **Town’s Youth Soccer Program** (the “Services”). The Contractor shall maintain the following memberships and certifications while performing the Services for the Town: **Fitness Certification**.

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

2. TERM:

The Term of this Agreement shall commence upon the **January 1, 2022**, and shall continue through **September 30, 2022**, unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

3. FEE/HOURS OF SERVICE:

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

The Town shall pay the Contractor an hourly base fee of **\$80.00 per Head Coach per class, \$30.00 per First Assistant Coach per class, and \$20.00 per Second Assistant Coach per Class, which total compensation shall not to exceed \$29,400.00 for fiscal year 2021** for the Contractor's Services. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

4. TERMINATION:

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

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

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

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

5. INDEPENDENT CONTRACTOR STATUS:

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

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

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of Contractor shall be deemed to be an employee or agent of Town. Contractor shall be

responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the Town. Should any question arise as to the interpretation or as to the nature of the services to be provided by Contractor the opinion of the Contractor shall establish for all purposes the nature of the work. Contractor shall have no power to obligate Town in any manner whatsoever. Town shall not be liable for any acts of the Contractor in the performance of this Agreement.

6. RECORDS:

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

7. INSURANCE/INDEMNIFICATION:

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

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

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

8. COUNTERPARTS:

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

9. ASSIGNMENT:

The services of Contractor are personal in nature. Accordingly, Contractor shall not assign his/her rights to this Agreement without the prior written consent of the Town Manager. Contractor may

assign this Agreement to a corporation wholly owned by the Contractor, or to any entity in which the Contractor is a majority shareholder.

10. BACKGROUND CHECK:

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

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

11. PUBLIC RECORDS:

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

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

12. NOTICES:

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

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

Contractor: Eduardo Gabriel Alves

Alves Sports Group, LLC
1001 91st Street #607
Bay Harbor, FL 33154

13. MISCELLANEOUS:

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

ALVES SPORTS GROUP, LLC

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. 3H

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

From: Andrew Hyatt, Town Manager

Date: December 14th, 2021

Subject: Youth Sports Program Coaches (Soccer and Tennis)

The Town of Surfside, Parks and Recreation Department, has previously arranged each year for the professional coaching and instruction for Youth Sports Program participants with contractual sports coaching services. Over the past 15 years Alves Sports group (Formerly known as Cyclone Soccer) and GM Sports have provided high quality Soccer Coaching and Tennis Instruction for the Town's Parks and Recreation Youth Sports Programs. Alves Sports group holds Certifications and Licenses from the United States Soccer Federation, United States Amateur Soccer Association. GM Sports holds Certifications from the United States Professional Tennis Association, and United States Professional Tennis Registry.

Youth Soccer and Tennis programs run annually for three seasons, Fall, Winter and Spring. Each Soccer Season runs three days a week for 10 weeks and competitive games are played off site on weekends. Tennis runs six days a week for eight weeks per session. The professional coaching and instruction provided by these organizations over the years have contributed to the long-time successful operations of the Youth Sports Programs. Both the Youth Soccer and Tennis Programs are at maximum enrollment capacity during the course of the year.

Youth Soccer is budgeted under Parks and Recreation (Other Contractual Service) for the full amount (\$29,400) to operate the programs annually. Youth Tennis is budgeted under Tourist Resort Tax for the full amount (\$45,720.00) to operate the program annually. Total Annual cost is Budgeted at \$75,120, which includes both programs. Annual estimated revenue for both programs is \$78,000.

The Town of Surfside, Parks and Recreation Department, has utilized both organizations from the start of the Youth Soccer and Youth Tennis program. The stability and professional coaching and instruction have contributed to the efficiency, popularity and overall long-term success of each program. The cost associated with the professional coaching is consistent with other outside organizations. Therefore, staff is recommending to waive the competitive bidding process.

Staff request a motion to approve each resolution expenditure for the year, waving the procurement for Youth Soccer (\$29,400) and Tennis (\$45,720), authorizing for the approval of the expenditures for the 2021-2022 Youth Sports Program (Soccer and Tennis) Coaches and Instructors \$75,120.

Reviewed by TM

Prepared by AH

RESOLUTION NO. 2021-_____

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

WHEREAS, the Town of Surfside ("Town") Parks and Recreation Department has historically contracted with coaches and instructors for the Town's Youth Tennis Program (the "Services"); and

WHEREAS, GM Sports Tennis, LLC. ("GM Sports") has agreed to perform the Services necessary to operate the Town's Youth Tennis Program pursuant to the contractual services agreement attached hereto as Exhibit "A," (the "Agreement"); and

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

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

WHEREAS, the Town Commission desires to approve the Agreement with GM Sports in substantially the forms attached hereto as Exhibit "A," and authorize the expenditure of funds for the Services; and

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

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

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

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

Section 3. Implementation. The Town Commission hereby authorizes the Town Manager to execute the Agreement with GM Sports in substantially the form attached hereto as Exhibit “A,” together with such non-substantive changes as may be approved by the Town Manager, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

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

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

PASSED AND ADOPTED this 14th day of December, 2021.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**TOWN OF SURFSIDE
CONTRACTUAL SERVICES AGREEMENT
FOR YOUTH TENNIS PROGRAM**

This Contractual Services Agreement (“Agreement”) is entered into and made effective this ____ day of _____, 2021, as of between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the “Town”) and **GM SPORTS TENNIS, LLC**. (“Contractor”), a Florida Limited Liability Company.

WITNESSETH:

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

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

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

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

1. Services:

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

At the request of the Town Manager or Town Manager’s Designee, the Contractor shall provide services necessary to operate the **Town’s Youth Tennis Program** (the “Services”). The Contractor shall maintain the following memberships and certifications while performing the Services for the Town: **Membership in the United States Professional Tennis Registry (USPTR)**.

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

2. TERM:

The Term of this Agreement shall commence upon the **January 1, 2022**, and shall continue through **September 30, 2022**, unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

3. FEE/HOURS OF SERVICE:

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

The Town shall pay the Contractor an hourly base fee of **\$60.00 per class in an amount not to exceed \$45,720.00 for fiscal year 2021** for Contractor's Services. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

4. TERMINATION:

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

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

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

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

5. INDEPENDENT CONTRACTOR STATUS:

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

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

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of Contractor shall be deemed to be an employee or agent of Town. Contractor shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the

performance of any services to the Town. Should any question arise as to the interpretation or as to the nature of the services to be provided by Contractor the opinion of the Contractor shall establish for all purposes the nature of the work. Contractor shall have no power to obligate Town in any manner whatsoever. Town shall not be liable for any acts of the Contractor in the performance of this Agreement.

6. RECORDS:

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

7. INSURANCE/INDEMNIFICATION:

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

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

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

8. COUNTERPARTS:

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

9. ASSIGNMENT:

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

10. BACKGROUND CHECK:

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

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

11. PUBLIC RECORDS:

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

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

12. NOTICES:

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

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

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

13. MISCELLANEOUS:

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



MEMORANDUM

ITEM NO. 31

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: December 14, 2021
Subject: CRS Max Consultants, Inc.- CRS Services Agreement-Annual Renewal

The Community Rating System (CRS) is a national community rating system which ranks municipalities by their effectiveness in meeting and/or exceeding the minimum criteria of the National Flood Insurance Program (NFIP). The lower the CRS class rank the higher the discount received for all flood insurance premiums in the municipality (please see table attached page two). Since Surfside is in the 100 Year floodplain, this is a significant performance measurement for the Town.

Once every five years, communities that participate in CRS are required to undergo an audit, or “verification visit” conducted by the Insurance Services Office (ISO). CRS Max Consultants, Inc. (CRS Max) has aided the Town of Surfside for many years achieving class upgrades which have earned insurance premium discounts. The Town’s last prior verification visit was in 2016 which earned a rating upgrade from Class 8 to Class 7.

Last fiscal year the Building Department underwent another 5 Year CRS/ISO audit of their performance in floodplain management. With the assistance of CRS Max, Building Department Supervisor Marisol Vargas and the Certified Floodplain Manager we were able to earn yet another class rating upgrade from Class 7 to Class 6. This will result in a savings of over 20% in flood insurance premiums for the entire Town. Total Town-wide discounts on insurance premiums will now exceed \$469,000.00, from our participation in the CRS, which is an increase in savings of more than \$126,000 over prior year audits.

This past 5 Year audit cycle year our annual fee to CRS Max was \$15,000 with a \$5,000 bonus if a class rating upgrade is achieved. Each year annually thereafter we are required to update our CRS program through the ISO and the NFIP. For this continuing annual service, the maintenance fee from CRS Max is \$6,000 per year with a \$5,000 bonus if a class rating is achieved. Existing staff will provide the needed information for continuing participation in the CRS program.

Town Administration recommends Town Commission continued approval of this year's agreement via resolution retaining the services of CRS Max. This will result in our continued successful participation in the CRS program and saving thousands of dollars in flood insurance premiums for property owners in the entire Town of Surfside.

The NFIP/CRS community rating class and discounts are as follows:

<u>Community Class</u>		<u>Discount</u>
9		5%
8		10%
7		15%
6	ACHIEVED 2021	20%
5		25%
4		30%
3		35%
2		40%
1		45%

Prepared by: JM

Reviewed by: JG

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH CRS MAX CONSULTANTS, INC. FOR COMMUNITY RATING SYSTEM CONSULTANT SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has adopted and applied floodplain management policies that exceed the minimum criteria of the National Flood Insurance Program; and

WHEREAS, communities can apply under the Community Rating System Program (“CRS Program”) and if deemed eligible may receive discounts on flood insurance premiums; and

WHEREAS, CRS Max Consultants, Inc. (“CRS Max”) specializes in assisting municipalities with CRS Program participation requirements and maximizing municipal efforts to secure an improved classification in the CRS Program (“Services”); a

WHEREAS, CRS Max has assisted the Town with CRS Program participation and aided the Town in achieving CRS rating improvements from Class 8 to Class 7 in 2016 and from Class 7 to Class 6 in 2021, resulting in discounts to flood insurance premiums for the entire Town; and

WHEREAS, CRS Max has agreed to provide the Services, pursuant to the Agreement as attached hereto as Exhibit “A” (“Consulting Agreement”); and

WHEREAS, the Town Commission finds that the use of CRS Max’s Services is necessary and is in the best interest and welfare of the Town and wishes to approve the Consulting Agreement, in substantially the form attached hereto as Exhibit “A.”

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Consulting Agreement between the Town and CRS Max, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Consulting Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or Building Official are authorized to take all action necessary to implement the purposes of this Resolution and the Consulting Agreement.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 14th day of December, 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

COMMUNITY RATING SYSTEM (CRS) CONTINUING CONSULTANT SERVICES 2021-2022

This is an Agreement made on _____ 2021 (Effective Date), between **THE TOWN OF SURFSIDE**, a political subdivision of the State of Florida, with an address of 9293 Harding Avenue, Surfside, Florida 33154, hereinafter referred to as TOWN, and **CRS MAX CONSULTANTS, INC.**, a Florida corporation, with an address of 3331 N.W. 71 Street, Coconut Creek, Florida 33073, hereinafter referred to as CONSULTANT :

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1

SCOPE OF SERVICES

TOWN intends to utilize CONSULTANT for Community Rating System Continuing Services when duly authorized by TOWN, through this Agreement.

1.1 CRS CONTINUING CONSULTANT SERVICES

The following services shall be included in CRS Continuing Consulting Services as requested by the TOWN:

- a. Review current CRS program
- b. Provide answers to questions pertaining to the CRS program
- c. Review Elevation Certificates for correctness
- d. Assist with annual CRS recertification
- e. Interface with ISO/CRS Specialist as required
- f. Assist with efforts to improve TOWN's CRS classification, as directed by TOWN

1.2 CONSULTANT'S AND TOWN'S RESPONSIBILITIES

CONSULTANT shall have responsibility for:

- a. Advising the TOWN of CRS-related responsibilities
- b. Notifying the TOWN of scheduling deadlines in time to meet scheduling requirements
- c. Reviewing the TOWN'S documentation and advising TOWN staff of any required or recommended documentation improvements
- d. Answering CRS-related questions TOWN may have and providing consultation whenever requested
- e. Identifying all CRS requirements for recertifications and working together with staff to complete and submit recertification package

TOWN is responsible to process and maintain all elevation certificates in accordance with State and NFIP requirements. CONSULTANT is not responsible for the CRS score of the County's floodplain management plan. TOWN is ultimately responsible for implementation of the TOWN's CRS program.

ARTICLE 2

2.1 NOTICE OF MEETING

CONSULTANT anticipates providing most services from its offices in Coconut Creek, Florida. However, if onsite visit is requested by TOWN and deemed by CONSULTANT to be advisable, CONSULTANT will visit TOWN. In such a case, CONSULTANT agrees to meet with TOWN at reasonable times and with reasonable notices.

2.2 TERM OF AGREEMENT

This Agreement shall remain in effect twelve months from the Effective Date or date of complete execution of this Agreement by both parties.

2.3 COMMENCEMENT OF WORK AND TIME TO COMPLETE

The Agreement shall take effect upon execution by both parties. The authorized work as described in the Agreement will commence immediately upon receipt of notice to proceed issued by the TOWN. CONSULTANT agrees that time is of the essence and CONSULTANT shall diligently accomplish and complete the Services within the term of this Agreement, unless extended, in writing, by the TOWN Manager and/or his designee.

2.4 OWNER FURNISHED SERVICES

It is understood and agreed that TOWN will furnish:

- a. The reasonable services of its officials and staff to assist CONSULTANT in obtaining background information to perform its duties.
- b. To assist CONSULTANT in the proper and timely performance of its duties, reasonable access to existing records of TOWN, where available, including, but not limited to, previous reports.
- c. To grant to CONSULTANT access to available TOWN records of Repetitive Loss Properties and Insurance Services Office/Community Rating System (ISO/CRS) Specialist.
- d. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development which affects the scope or timing of CONSULTANT'S services or any defect in the work of the CONSULTANT.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

3.1 COMPENSATION

The TOWN agrees to pay CONSULTANT as compensation for its services provided under the terms of this Agreement amounts calculated in accordance with the following schedule:

CRS Continuing Consultant Services	\$ 6,000.00
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- 3.1.1 There will not be any fees charged to TOWN by CONSULTANT for travel, per diem, or subsistence expenses, or travel time, unless specifically authorized in writing in advance by TOWN.
- 3.1.2 All required copies of documents will be furnished to TOWN at no additional cost.
- 3.1.3 CONSULTANT will work diligently to improve the CRS class rating of TOWN. As an incentive to be successful in its efforts, a bonus of \$5,000 will be invoiced for every class rating improvement achieved.

3.2 METHOD OF BILLING AND PAYMENT

- 3.2.1 Payment shall be due within 30 days after date of invoice in accordance with the Florida Prompt Payment Act, provided the invoice is accepted for payment. Payment shall be made only for approved invoices. The TOWN retains the right to delay or withhold payment for services, which have not been accepted by the TOWN.
- 3.2.2 Invoices for CRS Continuing Consultant Services shall be submitted on a quarterly basis. Each invoice shall be \$1,500.
- 3.2.3 Invoice for bonus shall be submitted as follows:

Receipt of ISO/CRS Specialist recommendation for class improvement	\$2,500.00
Receipt of NFIP advisement of class improvement	\$2,500.00

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 BOOKS OF ACCOUNT

CONSULTANT will maintain books and accounts of all expenses charged to TOWN. Said books shall be available at all reasonable times for examination by TOWN or authorized agent at the corporate office of CONSULTANT.

4.2 INSURANCE

4.2.1 CONSULTANT shall secure and maintain throughout the duration of this Agreement, if selected, 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 the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the TOWN as it deems necessary or prudent.

- a. 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 \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, (unless exempt in accordance with State of Florida provisions) 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 the CONSULTANT shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance (unless exempt in accordance with State of Florida provisions).
- c. 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.

- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

4.2.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the TOWN, reflecting the TOWN as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by TOWN and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to TOWN prior to cancellation, termination, or material alteration of said policies or insurance. The CONSULTANT shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the TOWN. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The TOWN reserves the right to inspect and return a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished 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.

4.2.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, 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 the CONSULTANT in performance of this Agreement. The 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 the CONSULTANT 's insurance. The 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.

4.2.4 **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.

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

4.3 **OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.**

4.3.1 CONSULTANT acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the TOWN which are conceived, developed or made by CONSULTANT during the term of this Agreement (“Work Product”) belong to the TOWN. CONSULTANT shall promptly disclose such Work Product to the TOWN and perform all actions reasonably requested by the TOWN (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

4.3.2 CONSULTANT agrees to keep and maintain public records in Consultant’s possession or control in connection with CONSULTANT’S performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

4.3.3 Upon request from the TOWN’S custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4.3.4 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.

4.3.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the

TOWN in a format that is compatible with the TOWN'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 4.3.6 Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- 4.3.7 CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records: Sandra McGready, MMC
Mailing address: 9293 Harding Avenue,
Surfside, Florida 33154
Telephone number: 305-861-4863

Email : smccready@townofsurfsidefl.gov

4.4 TERMINATION OR ABANDONMENT

Either party may terminate this Agreement without cause upon giving thirty (30) days written notice. CONSULTANT will be paid for all work performed prior to termination.

4.5 SUCCESSORS AND ASSIGNS; ASSIGNMENT

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

4.6 CONFLICT OF INTEREST

CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company, or others which might be construed as a conflict of interest with CONSULTANT 's work for the TOWN. The CONSULTANT shall conscientiously avoid a conflict of interest with regard to work for TOWN, but when unavoidable, the CONSULTANT shall forthrightly take the following action:

- a. Disclose in writing to TOWN the full circumstances of possible conflict of interest; and
- b. Assure in writing that the conflict will in no manner influence his judgment or the quality of his services to TOWN; and

CONSULTANT shall promptly inform TOWN of any business association, interest or circumstances, which may be influencing his judgment or the quality of his services to TOWN.

CONSULTANT shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

CONSULTANT shall not solicit or accept gratuities directly or indirectly, from contractors, their agents or other parties dealing with TOWN in connection with work for which it is responsible.

4.7 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by nationally recognized courier service or registered United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR TOWN
Andrew Hyatt, TOWN Manager
9293 Harding Avenue
Surfside, FL 33154

FOR CONSULTANT
Cathy King, President
CRS Max CONSULTANTS, Inc.
3331 NW 71st Street
Coconut Creek, Florida 33073

4.8 ALL PRIOR AGREEMENTS SUPERSEDED; AMENDMENTS

This document incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties applicable to the matters contained herein. The parties agree there are not commitments, agreements or understanding between the parties concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree no deviation from the terms shall be predicated upon any prior representations or agreements between the parties, whether oral or written. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. CONSULTANT represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by CONSULTANT have been duly authorized, and this Agreement is binding on CONSULTANT and enforceable against CONSULTANT in accordance with its terms.

4.9 OBSERVANCE OF LAWS

CONSULTANT shall keep fully informed of all federal and state laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work or services authorized under the terms of this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations.

4.10 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit's costs.

4.11 PROHIBITION AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

4.12 SUBCONSULTANTS.

CONSULTANT shall be responsible for all payments to any Subconsultant and shall maintain responsibility for all work related to the Services. CONSULTANT may only utilize the services of a particular Subconsultant with the prior written approval of the TOWN Manager, which approval shall be in the TOWN Manager's or his/her designee's sole and absolute discretion.

4.13 INDEPENDENT CONTRACTOR.

CONSULTANT and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the TOWN with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

4.14 ATTORNEYS FEES AND WAIVER OF JURY TRIAL.

4.14.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

4.14.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

4.15 WARRANTIES; COMPLIANCE WITH LAWS.

4.15.1 CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances, and all work under this Agreement shall be CONSULTANT'S original work and will not infringe, misappropriate, or violate any intellectual property or other right of any person or entity. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the CONSULTANT'S deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the CONSULTANT shall at CONSULTANT'S sole expense, immediately correct its Deliverables or Services.

4.15.2 CONSULTANT hereby warrants and represents that at all times during the Term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for TOWN as an independent contractor of the TOWN.

4.16 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

4.17 COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

ARTICLE 5

EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees not to discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, handicapped status or national origin.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

TOWN:

TOWN OF SURFSIDE, a Florida corporation

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

ATTEST:

Sandra N. McCready, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney

CONSULTANT:

CRS MAX CONSULTANTS, INC., a
Florida Corporation

By: _____
Cathy L. King, President

Date Executed: _____



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Agenda #:

Date: December 14, 2021

From: Lillian M. Arango and Tony Recio, Town Attorneys

Subject: Ordinance to Amend Section 90-57 Marine Structures

Objective: At the Town Commission meeting of November 9, 2021, the Commission directed the Town Attorney to prepare an amendment of the Town Code to regulate marine structures such as docks, piers, and mooring piles. Specifically, the Commission directed the drafting of proposed regulations, including Point Lake, to (i) govern the projection of marine structures into waterways; (ii) regulate the placement of marine structures for waterfront lots with water frontage on two sides; (iii) provide for side setbacks for docks; (iv) protect unobstructed passage on waterways; and (v) require owners to provide courtesy notices of a building permit application for a dock to all owners within 300 feet prior to building permit. The Town Commission also directed the publication of a Zoning in Progress Notice containing the marine structures proposed regulations.

Consideration: The attached Ordinance proposes regulations to address the Commission's objectives. General criteria applicable to all lots includes a provision to ensure unobstructed passage of navigable traffic via a channel at least 25 feet wide parallel to the water frontage of any lot, setbacks for docks to keep appropriate distance from neighboring lots, and notice requirements for dock applications.

With respect to the projection of docks and promoting safe and convenient navigability, the Town's waterfront single family lots face three distinct classes of waterways: those fronting Biscayne Bay and Indian Creek, those fronting Point Lake generally, and those fronting particularly tight areas of Point Lake where navigability could be compromised without more aggressive regulation. For this third category of lots, two sets of limitations act to protect navigability: lots with water frontage on two sides may only place a marine structure on the side facing the wider waterway, and lots fronting North Canal or the southwest corner of Point Lake may only project up to 10 feet into Point Lake (or less if the lot's frontage on the lake is under 100 feet). Lots on other portions of Point Lake may project no more than the lesser of 15 feet or 10% of the width of Point Lake perpendicular to the subject lot. Lots on Biscayne Bay and Indian Creek may project no more than the lesser of 35 feet or 10% of the width of the waterway perpendicular to such lot.

Finally, the regulations include directions regarding the measurement of the "width of the waterway" width and "maximum projection."

Recommendation: Consider on first reading and take action on the attached Ordinance.

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 90-57. - “MARINE STRUCTURES”, TO PROVIDE FOR REGULATIONS FOR CONSTRUCTION OF DOCKS, PIERS AND MOORINGS ON WATERFRONT LOTS; 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, to implement
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that
8 may arise; and

9 **WHEREAS**, the Town has waterfront lots along its perimeter and within Point Lake and is in
10 need of updating its dock or marine structure regulations in order to ensure safe and adequate
11 navigation of Town waterways and water bodies; and

12 **WHEREAS**, the Town Commission wishes to amend the Town Code, by repealing and
13 replacing Section 90-57. – Marine Structures, to provide for specific regulations for waterfront lots
14 with water frontage on two sides, specific waterfront lots fronting portions of Point Lake that are
15 particularly vulnerable to obstructions to navigation, other waterfront lots on Point Lake, waterfront
16 lots on Biscayne Bay and Indian Creek, adding setbacks for docks, protecting unobstructed passage
17 on waterways, and requiring owners to provide courtesy notices of a building permit application
18 for a dock to all owners within 300 feet prior to building permit; and

19 **WHEREAS**, the Town Commission finds that revising and updating its dock or marine
20 structures regulations to provide for more specificity of location and size of marine structures based
21 on location of waterfront lots, coupled with protections for unobstructed passage of vessels on

¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

22 waterways, setbacks and notices to adjoining owners, is necessary and in the best interests of the
23 Town and its residents; and

24 **WHEREAS**, on November 9, 2021 at its regular monthly meeting, the Town Commission
25 directed staff to evaluate and prepare an ordinance amending Section 90-57. – Marine Structures,
26 to address numerous concerns raised by residents along waterfront lots; and

27 **WHEREAS**, the Town Commission held its first public hearing on December 14, 2021 and
28 recommended approval of the proposed amendments to the Code of Ordinances having complied
29 with the notice requirements in the Florida Statutes; and

30 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held
31 its hearing on the proposed amendment on _____, 2021 with due public notice and input;
32 and

33 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
34 these regulations as required by law on _____, 2021 and further finds the proposed
35 changes to the Code are necessary and in the best interest of the community.

36
37 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
38 **TOWN OF SURFSIDE, FLORIDA¹:**

39
40 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
41 this reference:

42
43 **Section 2. Town Code Amended.** Section 90-57. – “Marine Structures”, of the Surfside
44 Town Code of Ordinances is hereby amended, and repealed and replaced, with the following¹:

45 **Sec. 90-57. – Marine Structures.**

46 ~~The following regulations shall apply to boat docks, piers, and mooring piles, in any~~
47 ~~district:~~

48 ~~(1) Projection of docks and piers into waterways beyond the waterway line, lot line, or~~
49 ~~established bulkhead lines shall be limited as follows, subject to final approval by Miami Dade~~
50 ~~County and any other authority having jurisdiction:~~

51 ~~a. *Biscayne Bay*: 35 feet except if the applicant provides evidence that Miami Dade~~
52 ~~County requires a greater dock length to avoid or minimize adverse environmental impact to~~
53 ~~marine resources.~~

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.

54 b. — *Indian Creek*: 35 feet.

55 c. — *Point Lake*: 35 feet.

56 (2) — ~~Under no circumstances shall any dock or pier be constructed so as to project into~~
57 ~~any waterway for a distance equal to more than ten percent of the width of such waterway's~~
58 ~~frontage.~~

59 (3) — ~~For all properties requesting a marine structure permit as described in this section,~~
60 ~~the town manager or designee shall send a mailed courtesy notification to all property owners~~
61 ~~within 300 feet of the property requesting the permit submitted to the building department.~~

62 Construction of a dock, pier, or mooring structure (each is a “marine structure”) for a
63 waterfront lot may be permitted subject to the following:

64 (a) Lots with Water Frontage on Two Sides. For any lot that has water frontage on
65 two or more sides, a marine structure shall be permitted only on the side fronting
66 on the widest adjacent waterway.

67 (b) Maximum Projection of Specific Lots on Point Lake. For the following lots with
68 water frontage on Point Lake, a marine structure may be constructed to project
69 into a waterway no more than the lesser of either (1) 10% of the width of the
70 lot’s frontage on the waterway, or (2) 10 feet:

71 (i) Lots 1-4, Block 23A, of Second Amended Plat of Normandy Beach
72 (recorded in Plat Book 16, Page 44); and

73 (ii) Lots 9-18, Block 27 of Second Amended Plat of Normandy Beach
74 (recorded in Plat Book 16, Page 44), as amended by the Second
75 Revised Plat of Blocks 26-27, Second Amended Plat of Normandy
76 Beach (recorded Plat Book 41, Page 6)

77 (c) Maximum Projection of Other Lots on Point Lake. For any other lot with water
78 frontage on Point Lake, or North Canal or South Canal, a marine structure may
79 be constructed to project into the waterway no more than the lesser of either (i)
80 10% of the width of the adjacent waterway, or (ii) 15 feet.

81 (d) Maximum Projection of Lots on Biscayne Bay and Indian Creek. For any lot
82 with water frontage on Biscayne Bay or Indian Creek, a marine structure may be
83 constructed to project into the waterway no more than the lesser of either (i) 10%
84 of the width of the adjacent waterway, or (ii) 35 feet.

85 (e) Unobstructed Passage. No marine structure shall be permitted where the dock
86 projection and moored vessel together would reduce the adjacent waterway to
87 less than a 25 foot-wide channel at any point along the entire width of the lot’s
88 water frontage, in order to ensure that the adjacent waterway allows for the free
89 and safe navigability of typical waterborne vessels in the adjacent waterway.
90

- 91 (f) Setbacks. Any marine structure shall be set back at least ten (10) feet from the
92 waterward extension of any property line of the subject lot.
- 93 (g) Determination of the “width of the waterway.” For the purpose of this section,
94 the “width of the waterway” shall be the narrowest lineal distance from the
95 waterward side of the sea wall of the subject lot to the nearest land mass or sea
96 wall that is perpendicular to any portion of the subject lot’s water frontage.
- 97 (h) Determination of “maximum projection.” The projection of a marine structure
98 shall be measured from the waterward side of the seawall of the subject lot.
- 99 (i) Notice. The owner of the subject lot shall provide courtesy notices of a building
100 permit application for a marine structure to all owners within 300 feet of the lot
101 by first class mail return receipt requested, and shall provide evidence of such
102 mailing to the Town Planner. A building permit for the marine structure shall
103 not be issued earlier than fifteen (15) calendar days from the date that proof of
104 courtesy notices is submitted to the Town Planner.

105
106 * * *

107 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is
108 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
109 in no way affect the validity of the remaining portions of this Ordinance.

110 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
111 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
112 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
113 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
114 appropriate word.

115
116 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
117 resolutions in conflict herewith are hereby repealed.

118
119 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

120
121 **PASSED and ADOPTED** on first reading this ___ day of December, 2021.

122
123 **PASSED and ADOPTED** on second reading this _____ day of _____, 2022.

124
125
126 On Final Reading Moved by: _____

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128 On Final Reading Second by: _____

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First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Charles W. Burkett
Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



MEMORANDUM

ITEM NO. **5A**

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: December 6, 2021
Subject: Legislative Priorities

Attachment A to the resolution outlines a list of legislative priorities to be submitted to the Town's lobbyist Gomez Barker Associates/Converge Government Affairs.

Seeking Town Commission direction on this list and to authorize the Town's lobbyist to act on behalf of the Town on these matters during the upcoming

RESOLUTION NO. 2021- ____

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING STATE LEGISLATIVE PRIORITIES FOR 2022; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will begin the 2022 State Legislative Session on January 11, 2022, with Legislative committee meetings considering bills and budget allocation for 2022; and

WHEREAS, the Mayor and Town Commission of the Town of Surfside (the “Town”) wish for the Town to support State legislative policies beneficial to the Town and its residents and businesses and to advocate for the funding, in whole or in part, of the Town’s programs, projects and initiatives with State funds; and

WHEREAS, the Town Commission wishes to make known and advance the Legislative Priorities for the 2022 State Legislative Session, which are attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Town Commission finds that approval of the Legislative Priorities for 2022 is in the best interest 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 recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Legislative Priorities for 2022. The Legislative Priorities for the 2022 State Legislative Session, attached to this Resolution as Exhibit “A”, are hereby approved.

Section 3. Authorization of Town Officials. The Town Manager and appropriate Town Officials are authorized to support and implement the Legislative Priorities for 2022 on behalf of the Town. The Town Manager, Town Officials, and the Town Attorney are authorized to take all actions necessary to implement the Legislative Priorities for 2022, including transmittal as necessary to the Florida Legislature.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on this 14th day of December, 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



Legislative Priorities for 2022

1. FAA NextGen Metroplex flight paths - request reversal of this plan, it has been implemented with negative effects on quality of life. It seems the FAA has not considered the increase of air traffic in our area due to Opa-Locka Airport in addition to their Metroplex plan.
2. Infrastructure funding for Collins Avenue water main.
3. Transportation funding related to traffic calming and mitigation. Walkability initiatives, crosswalks, signalization, street lighting, etc. Creation of bike/ walking paths.
4. Public Service Commission assistance with undergrounding utilities. FPL has identified lateral lines to be placed underground in a 30-year plan. Request assistance to achieve this goal in a shorter time frame.
5. Legislation to ban single use plastics and plastic bags in all coastal communities.
6. Clean Water and Everglades restoration. Stricter fines for waste dumping in waterways.
7. Protection of Coral Reefs and Ecosystems.
8. Maintain ability to regulate Short Term Rentals.
9. Support for Solar installation at all municipal buildings and public facilities.
10. Surfside Revolving Loan - loan forgiveness/ rate modification for water/sewer projects.
11. Resiliency & Sustainability – funding for raising homes and other initiatives, including infrastructure improvements, designed to mitigate sea level rise, climate change and environmental impacts.
12. Home Rule – protection and defense of municipal home rule powers secured to municipalities by the Constitution and Ch. 166, F.S., and opposing generally constitutional or statutory legislation proposed to expressly limit the exercise of such powers.
13. Resort/Tourist Tax protection

14. Eliminate agricultural exemption for supermarkets that sell prepared food. Currently stores like Publix that sell prepared food or even have seating for customers that buy prepared food do not have to pay report taxes that other restaurants have to pay.
15. Hurricane mitigation/structural improvements to municipal buildings.



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Agenda #:**Date:** December 14, 2021**From:** Lillian Arango, Town Attorney**Subject:** Resolution Calling a Special Election Relating to the Issuance of General Obligation Bonds for the Purpose of Financing the Costs of Undergrounding Utilities

Objective: At the November 17, 2021, Town Commission Workshop, the Town Commission recognized that as a coastal community susceptible to wind and storm events, undergrounding of overhead utility lines for electric and communications services is important for the safety of the Town's residents, visitors, and businesses, and has positive aesthetic impacts. Accordingly, the Town Commission directed the Town Attorney to prepare a Resolution calling for a special election to submit a ballot question referendum to the Town's voters on whether to approve the issuance of general obligation bonds in an amount not to exceed \$40,000,000.00 for the purpose of financing the costs of undergrounding utilities in the Town.

Consideration: If adopted, this Resolution will call for a Special Election in order to submit a ballot question referendum to the Town's voters on whether to approve the issuance of general obligation bonds in an amount not to exceed \$40,000,000.00 in order to finance the costs of undergrounding existing overhead utility lines for electric and communications services within the Town.

Specifically, the proposed ballot question referendum reads:

BOND REFERENDUM TO UNDERGROUND UTILITIES

Shall the Town issue general obligation bonds not exceeding \$40 million dollars in one or more series maturing not later than 30 years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Town, for the purpose of financing the costs of undergrounding overhead utility lines for electric and communications services?

Recommendation: The Town Commission should consider action on the attached Resolution calling for a special election to submit a ballot question referendum to the voters on whether to underground utilities within the Town.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE A BOND REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF SURFSIDE IN AN AMOUNT NOT TO EXCEED FORTY MILLION (\$40,000,000.00) DOLLARS FOR THE PURPOSE OF UNDERGROUNDING OF UTILITIES; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH REFERENDUM; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a coastal community susceptible to wind and storm events, the Town of Surfside (“Town”) Commission recognized the importance and safety of undergrounding utilities and the positive aesthetic impacts of such undergrounding; and

WHEREAS, by referendum to the electors of the Town on a special election held on November 3, 2020, the Town submitted to the electorate a ballot question as a non-binding referendum regarding whether the undergrounding of utilities was favored, which ballot question received over 72% approval from the Town electors voting in such election; and

WHEREAS, the Town Commission wishes to seek the approval of the electors by holding a bond referendum for the issuance of general obligation bonds in an amount not to exceed Forty Million (\$40,000,000) Dollars for the purpose of financing the costs of undergrounding overhead utility lines for electric and communications services (the “Project”); and

WHEREAS, in accordance with provisions of the Charter of the Town and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, March 15, 2022 for the purpose of submitting to the electorate the proposed bond referendum ballot question regarding issuance of general obligation bonds for financing the costs of the Project as set forth herein; and

WHEREAS, the Constitution of the State of Florida, Article VII, Section 12, as well as Section 100.211, Florida Statutes, authorize and require a voter referendum for the approval of the issuance of general obligation bonds by a municipality; and

WHEREAS, not less than thirty (30) days' notice of the adoption of this Resolution and of its provisions calling for a referendum shall be given by publication in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Charter and Code; 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 Adopted.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Special Election Called; Notice of Election.** That a special election is hereby called, to be held on Tuesday, March 15, 2022, to hold a bond referendum and present to the qualified electors of the Town, the ballot question provided in this Resolution. Notice of said election and referendum shall be published in accordance with Section 100.342, Florida Statutes, in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 6, 2022), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 20, 2022), and shall be in substantially the following form:

**“THE TOWN OF SURFSIDE, FLORIDA
NOTICE OF BOND REFERUNDUM**

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, MARCH 15, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING BOND REFERENDUM SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN FOR APPROVAL OR REJECTION:

BOND REFERENDUM TO UNDERGROUND UTILITIES

Shall the Town issue general obligation bonds not exceeding \$40 million dollars in one or more series maturing not later than 30 years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Town, for the purpose of financing the costs of undergrounding overhead utility lines for electric and communications services?

_____ FOR BONDS

_____ AGAINST BONDS

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154 and any other polling places provided for the Town election. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

Sandra McCready, MMC, Town Clerk”

Section 3. Intent to Issue Bonds. Subject to a referendum provided for herein and pursuant to subsequent proceedings of the Town, the Town intends to authorize the issuance of general obligation bonds in an aggregate principal amount not exceeding \$40 million dollars issuable as tax-exempt and/or taxable bonds, in one or more series, maturing at such time or times not exceeding thirty (30) years from their date or dates of issuance and bearing interest at a rate or rates not exceeding the legal maximum rate of interest, in each case as shall be determined by ordinance or resolution of the Town as required by the Town Charter and State law prior to the time of sale thereof (the “Bonds”). Such Bonds, if issued, shall pledge the full faith and credit of

the Town and be payable from ad valorem taxes levied by the Town without limit as to rate or amount on all taxable property within the Town. The Bonds will be issued for the purpose of providing funds to finance the costs of the undergrounding of utilities (the “Project”).

Section 4. Calling of Bond Referendum. The Town Commission does hereby call a bond referendum election pursuant to Article VII, Section 12 of the Constitution of the State of Florida, and Florida Statutes Section 100.211, to be conducted by special election in accordance with Florida Statutes Chapter 101 and the requirements of the Supervisor of Elections of Miami-Dade County (“Supervisor”), for the purpose of determining whether the qualified electors of the Town approve the issuance of the Bonds to finance the costs of the Project. In accordance with the Constitution and the laws of the State of Florida, all qualified electors of the Town shall be entitled and permitted to vote in the referendum. The Town Clerk and Town Attorney are hereby directed and empowered to do such things as may be necessary and proper in accordance with the laws of the Town and the laws of the State of Florida to provide for such election on the proposition herein contemplated.

Section 5. Form of Ballot; Ballot Question. The form of ballot and question for the referendum shall be substantially as follows:

“BOND REFERENDUM TO UNDERGROUND UTILITIES

Shall the Town issue general obligation bonds not exceeding \$40 million dollars in one or more series maturing not later than 30 years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Town, for the purpose of financing the costs of undergrounding overhead utility lines for electric and communications services?

_____ FOR BONDS
_____ AGAINST BONDS”

The form of the ballot to be used in this bond referendum and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 6. Conduct of Referendum. That the referendum shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The marked ballots shall be returned to the Supervisor, who shall deliver the same to the Miami-Dade County Canvassing Board for canvassing in the manner provided by applicable law. Said returns shall be certified to the Town Council, which shall declare the results thereof and record the same in its minutes along with the number of qualified electors of the Town who voted at the Referendum on the question proposed and the number of votes cast for and against approval of the Bonds. The Town Council shall certify the results of said Referendum to the Florida Department of State and/or other applicable entity in the manner provided by applicable law.

Section 7. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for the referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular business hours. Furthermore, 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 referendum. The Town shall pay all expenses for conducting the special election and referendum and will pay such expenses to Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 8. Bond Authorization. If a majority of the votes cast by qualified electors of the Town at the referendum approves the ballot question concerning the Project, the Town shall be authorized, but not obligated, to issue the Bonds in the manner provided herein. The Bonds, at a future date or dates, may be issued all at one time or in part from time to time as the Town Commission may in its discretion thereafter determine by subsequent ordinance or resolution in accordance with the Town Charter and State law.

Section 9. Authorization of Town Officials. The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the Special Election Referendum if adopted and effective.

Section 10. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of December, 2021.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Town Attorney



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Agenda #:

Date: December 14, 2021

From: Lillian Arango, Town Attorney

Subject: Resolution Calling a Special Election Relating to the Salaries of the Mayor and Town Commissioners and Single Health Insurance Benefit

Objective: At the November 17, 2021, Town Commission Workshop, the Town Commission recognized the importance and fairness of compensating the Mayor and Town Commissioners for their service and work on behalf of the Town, and of providing single health insurance benefit, at each Commission member's option, as provided to general employees of the Town. The Town Commission directed the Town Attorney to prepare (1) an amendment to the Town Charter providing for the payment of annual salaries to the Mayor and Town Commissioners in the amount of \$12,000 each, payable biweekly, and single benefit health insurance payable by the Town (the "Charter Amendment"), and (2) a Resolution calling for a special election to submit a ballot question referendum to the Town's voters on whether to approve the Charter Amendment.

Consideration: The Charter Amendment proposes amending Section 7, "Salary," of Article II, "Town Commission," of the Town Charter to increase the annual salaries of the Mayor and Town Commission and provide for single health insurance benefit as provided by the Town to general employees.

Specifically, the proposed Charter Amendment reads:

Article II. – TOWN COMMISSION

Section 7. - Salary.

Commencing with the term of office, beginning at 8:00 p.m. on the day following the General Election in ~~1978~~ 2022, the mayor and members of the commission shall be paid an annual salary of \$12,000 each, payable biweekly, the sum of one dollar (\$1.00) per fiscal year for attendance at monthly council meetings, irrespective of the number of regular or special meetings attended within such fiscal year. and shall, at each elected official's option, be entitled to single health insurance benefit as provided to general employees by the Town.

The ballot question for the proposed Charter Amendment reads as follows:

ESTABLISHING SALARIES FOR MAYOR AND TOWN COMMISSIONERS AND SINGLE HEALTH INSURANCE BENEFIT

The Town Charter currently provides for the mayor and commissioners to be paid the sum of one dollar (\$1.00) per fiscal year for attendance at monthly commission meetings. Shall the Charter be amended to provide the Mayor and Commissioners with annual compensation in the amount of \$12,000 each, payable biweekly, and single health insurance benefit as provided to general employees by the Town?

Recommendation: The Town Commission should consider action on the attached Resolution to call the special election to consider the proposed Charter Amendment.

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE II, SECTION 7 - "SALARY", TO PROVIDE FOR PAYMENT OF AN ANNUAL SALARY FOR MAYOR AND COMMISSIONERS AND SINGLE HEALTH INSURANCE BENEFIT; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Commission recognizes the importance and fairness of compensating the Mayor and Commissioners for their service and work on behalf of the Town, and providing single health insurance benefit, at each Commission member's option, as provided to general employees by the Town; and

WHEREAS, the Town Commission wishes to seek the approval of the electors by a ballot question referendum concerning amendments to Town Charter at Article II, Section 7 - "Salary", to provide for the payment of annual salaries to the Mayor and Town Commissioners in the amount of \$12,000 each, payable biweekly, to commence after the general election in March, 2022, and to further provide, at the individual option of the Mayor and Commissioners, for single benefit health insurance payable by the Town; and

WHEREAS, Section 97.1 of the Town Charter 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, in accordance with provisions of the Town Charter and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, March 15, 2022, for the purpose of submitting to the electorate the proposed referendum ballot language concerning amendments to

Article II, Section 7 - "Salary" of the Town Charter to provide for annual salaries to the Mayor and Commissioners and single health insurance benefits; and

WHEREAS, not less than thirty (30) days' notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Code.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Special Election Called; Notice of Election. That a special election is hereby called, to be held on Tuesday, March 15, 2022, to present to the qualified electors of the Town of Surfside, the ballot question provided in this Resolution. Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 6, 2022), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 20, 2022), and shall be in substantially the following form:

"THE TOWN OF SURFSIDE, FLORIDA

NOTICE OF CHARTER AMENDMENT REFERENDUM SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, MARCH 15, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT

**WHICH TIME THE FOLLOWING CHARTER AMENDMENT QUESTION .
SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:**

**ESTABLISHING SALARIES FOR MAYOR AND TOWN COMMISSIONERS
AND SINGLE HEALTH INSURANCE BENEFIT**

The Town Charter currently provides for the mayor and commissioners to be paid the sum of one dollar (\$1.00) per fiscal year for attendance at monthly commission meetings. Shall the Charter be amended to provide the Mayor and Commissioners with annual compensation in the amount of \$12,000 each, payable biweekly, and single health insurance benefit as provided to general employees by the Town?

YES []

NO []

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the charter amendment ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

Sandra McCready, MMC, Town Clerk”

Section 3. Form of Ballot; Ballot Question. The form of ballot and ballot question for the charter amendment referendum special election provided for in Section 2 of this Resolution shall be substantially as follows:

**“ESTABLISHING SALARIES FOR MAYOR AND TOWN COMMISSIONERS AND
SINGLE HEATH INSURANCE BENEFIT**

The Town Charter currently provides for the mayor and commissioners to be paid the sum of one dollar (\$1.00) per fiscal year for attendance at monthly commission meetings. Shall the Charter be amended to provide the Mayor and Commissioners with annual compensation in the amount of \$12,000 each, payable biweekly, and single health insurance benefit as provided to general employees by the Town?

YES []

NO []”

The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 4. Balloting. That balloting shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote.

Section 5. Charter Amendment Text; Effectiveness. The text of the proposed Charter amendment (the “Charter Amendment”) is set forth in Exhibit “A”, which is attached hereto and incorporated herein. The Charter Amendment shall become effective if the majority of the qualified electors of the Town voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon the certification of the Special Election results. Following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami- Dade County, Florida.

Section 6. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for the special election referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular business hours. Furthermore, 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. The Town shall pay all expenses for conducting this Special Election and will pay such expenses to

Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 7. **Authorization of Town Officials.** The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the charter amendment Special Election Referendum if adopted and effective.

Section 8. **Effective Date.** This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of December, 2021.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Town Attorney

EXHIBIT “A”

TEXT OF PROPOSED CHARTER AMENDMENT OF THE TOWN OF SURFSIDE

ESTABLISHING SALARIES FOR MAYOR AND TOWN COMMISSIONERS AND SINGLE HEALTH INSURANCE BENEFIT

The Town of Surfside Charter Article II, Section 7 - “Salary”, is hereby amended to read as indicated below, with additions to existing Charter text being shown in underline; and deletions from existing Charter text being shown in ~~strikethrough~~.

Article II. – TOWN COMMISSION

Section 7. - Salary.

Commencing with the term of office, beginning at 8:00 p.m. on the day following the General Election in ~~1978~~ 2022, the mayor and members of the commission shall be paid an annual salary of \$12,000 each, payable biweekly, the sum of one dollar (\$1.00) per fiscal year for attendance at monthly council meetings, irrespective of the number of regular or special meetings attended within such fiscal year. and shall, at each elected official’s option, be entitled to single health insurance benefit as provided to general employees by the Town.

* * *



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Agenda #:

Date: December 14, 2021

From: Lillian Arango, Town Attorney

Subject: Resolution Calling Special Election to Consider Charter Amendment Prohibiting Overnight Beach Storage

Objective: At the Town Commission workshop of November 17, 2021, the Commission recognized the importance of preserving its beaches in their natural state and protecting marine life, including sea turtles who nest on the beach, by prohibiting the overnight storage of private property on the beach. The Town Commission directed the Town Attorney to prepare a proposed amendment to set forth such right in the Charter and to prepare a Resolution calling a special election and referendum to consider the amendment. The Town Commission recognized that certain public items (such as lifeguard stands and trash bins) would not be included in the prohibition, but that the prohibition should be applicable to privately-owned property.

Consideration: The Charter amendment proposes a new Section 150 of the Charter, under Article IX. – Miscellaneous Provisions, prohibiting the storage of privately-owned property on the beach, from dusk until dawn.

Specifically, the proposed amendment reads:

Article IX. – MISCELLANEOUS PROVISIONS

Section 150. – Prohibition on Storage of Privately-Owned Property Overnight on Beach.

Privately-owned property shall not be stored on the beach overnight, from dusk until dawn.

The ballot question for the proposed Charter Amendment reads as follows:

PROHIBITING STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON BEACH

Shall the Charter be amended to prohibit the storage of privately-owned property overnight on the beach, from dusk until dawn?

Recommendation: Consider action on the attached Resolution to set the special election to consider the proposed Charter Amendment.

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE IX. – “MISCELLANEOUS PROVISIONS,” ADDING SECTION 150 - “PROHIBITION ON STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON BEACH” TO PROVIDE FOR A PROHIBITION ON THE STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON THE BEACH; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Commission recognizes the importance of preserving its beaches in their natural state and protecting marine life, including sea turtles who nest on the beach, by prohibiting the overnight storage of private property on the beach; and

WHEREAS, the Town Commission wishes to seek the approval of the electors by a ballot question referendum concerning amendments to Town Charter at Article IX. – “Miscellaneous Provisions,” by adding Section 150. – “Prohibition on Storage of Privately-Owned Property Overnight on Beach”, to discourage and prohibit the overnight storage of private property on the beach; and

WHEREAS, Section 97.1 of the Town Charter 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, in accordance with provisions of the Town Charter and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, March 15, 2022, for the purpose of submitting to the electorate the proposed referendum ballot language concerning amendments to

Article IX. – “Miscellaneous Provisions,” to add Section 150 - “Prohibition on Storage of Privately-Owned Property Overnight on Beach” to ensure preservation of the beach and marine life; and

WHEREAS, not less than thirty (30) days’ notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Code.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Special Election Called; Notice of Election. That a special election is hereby called, to be held on Tuesday, March 15, 2022, to present to the qualified electors of the Town of Surfside, the ballot question provided in this Resolution. Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 6, 2022), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 20, 2022), and shall be in substantially the following form:

“THE TOWN OF SURFSIDE, FLORIDA

NOTICE OF CHARTER AMENDMENT REFERENDUM SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, MARCH 15, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME

THE FOLLOWING CHARTER AMENDMENT QUESTION SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

PROHIBITING STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON BEACH

Shall the Charter be amended to prohibit the storage of privately-owned property overnight on the beach, from dusk until dawn?

YES []

NO []

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the charter amendment ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

Sandra McCready, MMC, Town Clerk”

Section 3. **Form of Ballot; Ballot Question.** The form of ballot and ballot question for the charter amendment referendum special election provided for in Section 2 of this Resolution shall be substantially as follows:

“PROHIBITING STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON BEACH

Shall the Charter be amended to prohibit the storage of privately-owned property overnight on the beach, from dusk until dawn?

YES []

NO []”

The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 4. Balloting. That balloting shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote.

Section 5. Charter Amendment Text; Effectiveness. The text of the proposed Charter amendment (the “Charter Amendment”) is set forth in Exhibit “A”, which is attached hereto and incorporated herein. The Charter Amendment shall become effective if the majority of the qualified electors of the Town voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon the certification of the Special Election results. Following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami- Dade County, Florida.

Section 6. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for the special election referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular business hours. Furthermore, 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. The Town shall pay all expenses for conducting this Special Election and will pay such expenses to Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 7. Authorization of Town Officials. The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the charter amendment Special Election Referendum if adopted and effective.

Section 8. **Effective Date.** This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of December, 2021.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Town Attorney

EXHIBIT “A”

TEXT OF PROPOSED CHARTER AMENDMENT OF THE TOWN OF SURFSIDE

PROHIBITING STORAGE OF PRIVATELY-OWNED PROPERTY OVERNIGHT ON BEACH

The Town of Surfside Charter Article IX, “Miscellaneous Provisions” is hereby amended to add Section 150 - “Prohibition on Storage of Privately-Owned Property Overnight on the Beach”, to read as indicated below, with additions to existing Charter text being shown in underline; and deletions from existing Charter text being shown in ~~strikethrough~~.

Article IX. – MISCELLANEOUS PROVISIONS

Section 150. – Prohibition on Storage of Privately-Owned Property Overnight on Beach.

Privately-owned property shall not be stored on the beach overnight, from dusk until dawn.

* * *



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Agenda #:

Date: December 14, 2021

From: Lillian M. Arango and Town Recio, Town Attorney

Subject: Resolution Calling Special Election to Consider Charter Amendment to Regulate Lot Area, Height for Beachfront Properties, and Increase the Vote Requirement Needed to Amend the Section in the Future

Objective: At the Town Commission workshop of November 17, 2021, the Commission recognized the importance of balancing development while preserving quality of life for residents by (i) establishing clear measurement parameters for lot area, (ii) setting the maximum height of buildings on beachfront properties east of Collins Avenue consistent with the current version of Section 4 of the Town Charter, and (iii) increasing the minimum required vote of the electorate to 60% to amend or repeal Section 4 of the Charter in connection with development and structures. The Town Commission directed the Town Attorney to prepare a proposed amendment to Section 4 of the Town Charter to address these concerns and to prepare a Resolution calling a special election and referendum to consider the amendment. While the attached Resolution requires a special election to propose the Charter amendment to Section 4, the special election occurs concurrently with the Town's regularly scheduled election (even years, 2022) thereby in compliance with the Charter requirement that Charter amendments to Section 4 pertaining to density, intensity and height occur at a regularly scheduled election of the Town.

Consideration: Specifically, the amendment proposes to define lot area as the area within the lot lines, except for beachfront lots which are to include only the area bound by the north, west, and south lot lines and the Bulkhead Line on the east, and to clarify that the east boundary was not to be the Erosion Control Line. The Bulkhead Line lies west of the Erosion Control Line. Thus, the calculation of lot area based on the area west of the Bulkhead Line, rather than the Erosion Control Line, results in a smaller lot area than would otherwise be calculated. Resultant calculations such as density and floor area consequently yield smaller results than would otherwise be achievable if the Erosion Control Line were to be used. The method of determining the lot area calculation in the proposed Charter Amendment is consistent with the current section 4 of the Charter which limits density and intensity (floor area) to that available under the 2004 Comprehensive Plan and 2004 Zoning Code, whichever was more restrictive. The 2004 Zoning Code defined lot area in the manner proposed.

With respect to building height on beachfront lots, the proposed Charter Amendment fixes height at the limit set forth in the 2004 Zoning Code, which is the first-floor elevation set by the Florida Department of Environmental Protection plus 120 feet. Currently, the first-floor elevation is approximately +18.25 feet NGVD. Thus, the maximum height of any affected building is limited to +138.25 feet NGVD.

Finally, the proposed Charter Amendment provides that 60% of the electors of the Town of Surfside must approve any amendment to Section 4 of the Charter.

The propose Charter Amendment is drafted as follows:

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. Lot area of lots shall only include the area or acreage within the lot lines of a lot, except that for properties east of Collins Avenue lot area shall be limited to the area bounded by the north, south and west lot lines and the Bulkhead Line on the east (not the Erosion Control Line). Height for properties east of Collins Avenue shall be measured from the elevation determined by the Florida Department of Environmental Protection for the first floor as of 2004 of +18.25 NGVD, such that the maximum height of 120 feet to the structured roof shall not exceed +138.25 NGVD. 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 minimum 60% vote of the electors of the Town of Surfside.

The ballot question for the proposed Charter Amendment reads as follows:

Shall the Charter be amended to limit lot area to the area within platted lot lines (except that the east boundary of beachfront lots will be the Bulkhead Line and not the Erosion Control Line); to limit building height for beachfront lots to +138.25 NGVD, which is 120 feet above the current first floor elevation of +18.25 NGVD; and to require 60% electorate approval to amend or repeal Section 4 of the Charter?

Recommendation: Consider action on the attached Resolution to set the special election to consider the proposed Charter Amendment.

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE A PROPOSED AMENDMENT TO THE TOWN CHARTER ARTICLE I, SECTION 4 - “GENERAL POWERS OF TOWN; POWERS NOT DEEMED EXCLUSIVE”, AS PRESENTED IN A BALLOT QUESTION ON AN AMENDMENT TO THE TOWN CHARTER REGARDING LOT AREA, BUILDING HEIGHT FOR BEACHFRONT PROPERTIES, AND INCREASING MINIMUM REQUIRED ELECTORAL VOTE TO 60% TO REPEAL OR AMEND SECTION 4 OF THE CHARTER; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Commission recognizes the importance of balancing development while preserving quality of life for residents by (i) establishing clear measurement parameters for lot area, (ii) setting the maximum height of buildings on beachfront properties east of Collins Avenue to 120 feet measured from the current elevation determined by the Florida Department of Environmental Protection for the first floor of +18.25 NGVD, and (iii) increasing the minimum required vote of the electorate to 60% to amend or repeal Section 4 of the Charter in connection with development and structures; and

WHEREAS, the Town Commission wishes to seek the approval of the electors by a ballot question referendum concerning an amendment to Article I, Section 4 of the Charter “General Powers of the Town; Powers not Deemed Exclusive” to (i) establish measurement of lot area of lots for development within the Town, including lot area of beachfront properties east of Collins Avenue to be bound on the east by the Bulkhead Line and not the Erosion Control Line, and (ii) and set the maximum height of buildings on beachfront properties east of Collins Avenue to 120 feet measured from the current elevation determined by the Florida Department of Environmental Protection for the first floor of +18.25 NGVD, and (iii) increasing and requiring a minimum 60%

approval of Town electors to repeal, revise, amend or supersede the provisions of Section 4 of the Charter pertaining to density, intensity or height of development and structures within Town; and

WHEREAS, Section 97.1 of the Town Charter 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, in accordance with provisions of the Town Charter and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, March 15, 2022, concurrent with the Town's regularly scheduled election (even years, 2022), for the purpose of submitting to the electorate the proposed referendum ballot language concerning an amendment to Article I, Section 4 of the Charter "General Powers of the Town; Powers not Deemed Exclusive" to establish measurement of lot area of lots within the Town for development and height of buildings for properties east of Collins Avenue, and to require 60% approval of Town electors to repeal, revise, amend or supersede the provisions of Section 4 of the Charter pertaining to density, intensity or height of development and structures within the Town; and

WHEREAS, not less than thirty (30) days' notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Code.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Special Election Called; Notice of Election. That a special election is hereby called, to be held on Tuesday, March 15, 2022, concurrent with the Town's regularly scheduled election (even years, 2022), to consider the ballot question provided in this Resolution. Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-

wit: during the week commencing Sunday, February 6, 2022), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 20, 2022), and shall be in substantially the following form:

“THE TOWN OF SURFSIDE, FLORIDA

NOTICE OF CHARTER AMENDMENT SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, MARCH 15, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT REFERENDUM SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

AMENDMENT CONCERNING LOT AREA AND BUILDING HEIGHT MEASUREMENT, INCREASING ELECTORAL APPROVAL REQUIREMENT FOR FUTURE REVISIONS

Shall the Charter be amended to limit lot area to the area within platted lot lines (except that the east boundary of beachfront lots will be the Bulkhead Line and not the Erosion Control Line); to limit building height for beachfront lots to +138.25 NGVD, which is 120 feet above the current first floor elevation of +18.25 NGVD; and to require minimum 60% electorate approval to amend or repeal Section 4 of the Charter?

YES []

NO []”

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

Sandra McCready, MMC, Town Clerk”

Section 3. Form of Ballot; Ballot Question. The form of ballot and ballot question for the charter amendment special election provided for in Section 2 of this Resolution shall be substantially as follows:

“AMENDMENT CONCERNING LOT AREA AND BUILDING HEIGHT MEASUREMENT, INCREASING ELECTORAL APPROVAL REQUIREMENT FOR FUTURE REVISIONS

Shall the Charter be amended to limit lot area to the area within platted lot lines (except that the east boundary of beachfront lots will be the Bulkhead Line and not the Erosion Control Line); to limit building height for beachfront lots to +138.25 NGVD, which is 120 feet above the current first floor elevation of +18.25 NGVD; and to require 60% electorate approval to amend or repeal Section 4 of the Charter?

YES []

NO []”

The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 4. Balloting. That balloting shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote.

Section 5. Charter Amendment Text; Effectiveness. The text of the proposed Charter amendment (the “Charter Amendment”) is set forth in Exhibit “A”, which is attached hereto and incorporated herein. The Charter Amendment shall become effective if the majority of the qualified electors of the Town voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon the certification of the Special Election results. Following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami- Dade County, Florida.

Section 6. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for the special election referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular business hours. Furthermore, 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. The Town shall pay all expenses for conducting this Special Election and will pay such expenses to Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 7. Authorization of Town Officials. The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the charter amendment Special Election if adopted and effective.

Section 8. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of December, 2021.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Town Attorney

EXHIBIT “A”

TEXT OF PROPOSED CHARTER AMENDMENT OF THE TOWN OF SURFSIDE

AMENDMENT CONCERNING LOT AREA AND BUILDING HEIGHT MEASUREMENT, INCREASING ELECTORAL APPROVAL REQUIREMENT FOR FUTURE REVISIONS

The Town of Surfside Charter Article I, Section 4 - “General powers of town; Powers not deemed exclusive” is hereby amended to read as indicated below, with additions to existing Charter text being shown in underline; and deletions from existing Charter text being shown in ~~strikethrough~~.

Sec. 4. – General powers of town; Powers not deemed excusive.

* * *

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. Lot area of lots shall only include the area or acreage within the lot lines of a lot, except that for properties east of Collins Avenue lot area shall be limited to the area bounded by the north, south and west lot lines and the Bulkhead Line on the east (not the Erosion Control Line). Height for properties east of Collins Avenue shall be measured from **the elevation determined by the Florida Department of Environmental Protection for the first floor as of 2004 of** +18.25 NGVD, such that the maximum height of 120 feet to the structured roof shall not exceed +138.25 NGVD. 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 minimum 60% vote of the electors of the Town of Surfside.

* * *



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Agenda #:

Date: December 14, 2021

From: Lillian Arango, Town Attorney

Subject: Resolution Calling Special Election to Consider Charter Amendment Regarding Hedges on Single Family Lots

Objective: At the Town Commission workshop of November 17, 2021, the Commission recognized the importance of permitting up to six (6) foot hedges on single-family lots in order to provide security and privacy. The Town Commission directed the Town Attorney to prepare a proposed amendment to set forth such right in the Charter and to prepare a Resolution calling a special election and referendum to consider the amendment.

Consideration: The amendment proposes a new Section 149 of the Charter providing that hedges up to six (6) feet in height shall be allowed along the property line, or within any required setback, of any single family lot, subject only to vision clearance requirements.

Specifically, the proposed amendment reads:

Article IX. – MISCELLANEOUS PROVISIONS

Section 149. – Hedges in Single-Family Residential Lots.

Subject to required vision clearance for lots, hedges, up to six (6) feet tall, shall be permitted along any property line or within any required yard or setback on a single-family lot.

The ballot question for the proposed Charter Amendment reads as follows:

Shall the Charter be amended to permit and preserve the rights of residents to have and maintain hedges up to six (6) feet tall on or within property lines of single-family lots within the Town, subject to required vision clearance for lots?

Recommendation: Consider action on the attached Resolution to set the special election to consider the proposed Charter Amendment.

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON MARCH 15, 2022 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER AT ARTICLE IX. – “MISCELLANEOUS PROVISIONS,” ADDING SECTION 149 - “HEDGES IN SINGLE-FAMILY RESIDENTIAL LOTS”, TO PROVIDE THAT SIX (6) FOOT HEDGES SHALL BE PERMITTED ON SINGLE-FAMILY LOTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Commission recognizes the importance of permitting up to six (6) foot hedges on single-family lots in order to provide security and privacy to residents, and setting forth such right in the Charter; and

WHEREAS, the Town Commission wishes to seek the approval of the electors by a ballot question referendum concerning amendments to Town Charter at Article IX. – “Miscellaneous Provision,” by adding Section 149. – “Hedges in Single-Family Residential District”, to permit and preserve the rights of residents to have and maintain up to six (6) foot hedges on single-family or residential lots within the Town, subject to required vision clearance for lots; and

WHEREAS, Section 97.1 of the Town Charter 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, in accordance with provisions of the Town Charter and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, March 15, 2022, for the purpose of submitting to the electorate the proposed referendum ballot language concerning amendments to

Article IX. – “Miscellaneous Provisions,” to add Section 149 - “Hedges in Single-Family Lots” to ensure single family residents’ rights to have and maintain up to six (6) foot hedges on their residential properties; and

WHEREAS, not less than thirty (30) days’ notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Code.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Special Election Called; Notice of Election. That a special election is hereby called, to be held on Tuesday, March 15, 2022, to present to the qualified electors of the Town of Surfside, the ballot question provided in this Resolution. Notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 6, 2022), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, February 20, 2022), and shall be in substantially the following form:

“THE TOWN OF SURFSIDE, FLORIDA

NOTICE OF CHARTER AMENDMENT REFERENDUM SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, MARCH 15, 2022, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME

THE FOLLOWING CHARTER AMENDMENT QUESTION SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

HEDGES IN SINGLE-FAMILY LOTS

Shall the Charter be amended to permit and preserve the rights of residents to have and maintain hedges up to six (6) feet tall on or within property lines of single-family lots within the Town, subject to required vision clearance for lots?

YES []

NO []

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the charter amendment ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

Sandra McCready, MMC, Town Clerk”

Section 3. **Form of Ballot; Ballot Question.** The form of ballot and ballot question for the charter amendment referendum special election provided for in Section 2 of this Resolution shall be substantially as follows:

“HEDGES IN SINGLE-FAMILY LOTS

Shall the Charter be amended to permit and preserve the rights of residents to have and maintain hedges up to six (6) feet tall on or within property lines of single-family lots within the Town, subject to required vision clearance for lots?

YES []

NO []”

The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 4. **Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early

voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote.

Section 5. Charter Amendment Text; Effectiveness. The text of the proposed Charter amendment (the “Charter Amendment”) is set forth in Exhibit “A”, which is attached hereto and incorporated herein. The Charter Amendment shall become effective if the majority of the qualified electors of the Town voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon the certification of the Special Election results. Following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami- Dade County, Florida.

Section 6. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for the special election referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular business hours. Furthermore, 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. The Town shall pay all expenses for conducting this Special Election and will pay such expenses to Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 7. Authorization of Town Officials. The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the charter amendment Special Election Referendum if adopted and effective.

Section 8. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of December, 2021.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Town Attorney

EXHIBIT “A”

TEXT OF PROPOSED CHARTER AMENDMENT OF THE TOWN OF SURFSIDE

HEDGES IN SINGLE-FAMILY RESIDENTIAL DISTRICT

The Town of Surfside Charter Article IX, “Miscellaneous Provisions” is hereby amended to add Section 149 - “Hedges in Single Family Residential District”, to read as indicated below, with additions to existing Charter text being shown in underline; and deletions from existing Charter text being shown in ~~strikethrough~~.

Article IX. – MISCELLANEOUS PROVISIONS

Section 149. – Hedges in Single-Family Residential Lots.

Subject to required vision clearance for lots, hedges, up to six (6) feet tall, shall be permitted along any property line or within any required yard or setback on a single-family lot.

* * *



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

We can never undo the emotional toll and lives lost, but we can take steps to ensure that our beloved residents did not perish in vain. We need to take an active role in ensuring that changes are made, justice is served, and that their memories never be forgotten.

The following documents and link are attached to this memo in support of these changes:

1. "Notice to Building Owners: Don't Wait....Accelerate" Memo from Surfside Building Official James McGuinness dated July 1, 2021
2. Letter to Surfside Residents from Mayor Burkett "Properties East of Collins Avenue; Structural Assessment Recommendations"
3. KCE Structural Engineers Memo #1 "Recommended Structural Engineering Evaluations for Multifamily or Commercial Multi-story Structures.
4. Cyber Citizens for Justice "Necessary Changes to Prevent Another Catastrophe"
<http://www.ccfj.net/CCFJPropNecChanges.htm>
5. Miami Dade County structural-recertification requirements
6. Miami Dade County electrical-recertification requirements

Recommendation:

1. **Direct Surfside's legal counsel to implement the re-certification changes & testing recommended in the attached memos ASAP so that Surfside's residents can have peace of mind.**
2. **Direct Surfside's legal counsel to pursue all legal recourse, including litigation, to escalate requests to secure Allyn Kilsheimer & KCE Engineering access to the Champlain South site. Immediate access is required to conduct the testing necessary to ascertain which factors contributed to the building's collapse. Precious weeks have already been lost waiting "patiently" for access. Time is of the essence. Surfside's residents do not want to wait years for a federal agency's conclusions. KCE are competent professionals who will not undermine or impact the NIST and County investigation.**
3. **Draft a Resolution formally requesting that the Champlain site remain a memorial park.**



NOTICE TO BUILDING OWNERS
(MULTI-FAMILY, COMMERCIAL AND HOTEL STRUCTURES OVER 3 STORIES)
RE: ACCELERATION OF 40 YEAR BUILDING RECERTIFICATION PROGRAM
JULY 1, 2021

Dear Property Owner:

Our deep condolences go out to the victims and families of the indescribable tragedy which has occurred in our community. In light of this tragedy and in an abundance of caution, we are requesting owners of buildings over 30 years old and over 3 stories in height to begin assessing their buildings for recertification in advance of their 40-year deadline.

We request all owners of structures over 30 years old and over three stories in height to follow the Miami-Dade 40 Year Recertification Program as found on these links:

<https://www.miamidade.gov/permits/library/structural-recertification.pdf>
<https://www.miamidade.gov/permits/library/electrical-recertification.pdf>

In addition to hiring a Florida Registered Structural Engineer to perform the above analysis, we also request all property owners as referenced above, especially those with structures on the east (ocean) side of Collins Avenue, hire a Florida Registered Geotechnical Engineer to perform an analysis of the foundation and subsurface soils.

Please be advised it is the owner's responsibility to regularly maintain buildings per Miami-Dade Code Chapter 8-11. Please provide us with your written action plan by email to: buildingpermits@townofsurfsidefl.gov within 30 days of this notice. Reports can be submitted to the same email address once they are completed.

Thank you in advance for your attention to this important matter. Should you have any questions, please address them to the above email so the appropriate staff member can contact you and address your concerns.

Sincerely,

James P. McGuinness EI, CBO, CFM, MCP, LEED AP BD+C

Building Official
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 777-2164 Ext. 231
jmcguinness@townofsurfsidefl.gov



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Telephone: 305 861-4863

Re: Properties East of Collins Avenue
Structural Assessment Recommendations;

Dear Building Owners, Managers, and Residents:

In the aftermath of the horrific tragedy that has so impacted our community, we are investigating the cause(s) of the Champlain Towers South collapse. To that end, the Town has retained a world-renowned structural engineering consultant, Mr. Allyn Kilsheimer of KCE Engineering, to lead the investigation. Among other very significant experience, Mr. Kilsheimer was involved in the Pentagon structural analysis following the 9/11 attacks and consulted on the FIU bridge collapse.

While we do not yet know the results of the investigation, after consulting with Mr. Kilsheimer and Town administration, we believe it is important to understand the extent to which the conditions that may have contributed to the apparent structural/foundational failures at Champlain Towers South are occurring elsewhere among the Town's beachfront properties. Accordingly, we want to promulgate basic recommendations to assist you in assessing the structural safety of your property.

The recommendations involve retaining a licensed and experienced (1) structural engineer and (2) geotechnical engineer, to be guided by a methodology developed by Mr. Kilsheimer in consultation with our Building Official, as described in the attached memorandum.

The recommendations described in the memorandum should be undertaken for all buildings east of Collins regardless of their age. The recommendations are made in an abundance of caution based on the current status of the investigation. They are intended to serve as an interim methodology to afford residents some peace of mind until the forensic investigation progresses further. Additional recommendations may be forthcoming.

We are committed to do whatever is necessary to keep you as informed as possible as we further our investigation and develop additional recommendations.

Should you have any questions, please feel free to contact the Town hotline at 305-548-8351.

This is an incredibly difficult time, but we will get through this together.

Sincerely,

TOWN OF SURFSIDE


Charles W. Burkett
Mayor

KCE STRUCTURAL ENGINEERS, P.C.

CONSULTING ENGINEERS • 1818 JEFFERSON PLACE, N.W. • WASHINGTON, D.C. 20036

PHONE: 202-833-8622

WWW.KCESTRUCTURAL.COM

FAX: 202-833-3877

Memo #1

Date: July 7, 2021

To: Town of Surfside Building Official

RE: Recommended Structural Engineering Evaluations
For Multifamily or Commercial Multi-story Structures

KCE Job No. 2021-11-05

The following recommendations are good engineering practice for assessing the structural conditions of multi-story multifamily and commercial multi-story structures, including buildings east of Collins Avenue.

1. Retain a State of Florida registered practicing geotechnical engineer to provide the following investigation:
 - Foundation
 - Review original geotechnical report for the original building design and confirm that it is consistent with what was built.
 - Have a multichannel analysis of surface waves (MASW) or electrical resistivity testing geophysical study completed.

2. Retain a State of Florida registered practicing design structural engineer to provide the following investigation, in no particular order:
 - Review structural drawings used for construction.
 - Basement Floor (lowest level below-grade)
 - Perform GPR (ground penetrating radar) to determine slab thickness and to locate reinforcing steel, if reinforced (conventional slab on ground or reinforced slab on ground).
 - Take one set of three concrete cores (after GPR to avoid reinforcing steel) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
 - GPR column for vertical reinforcing steel and lateral ties (measuring spacing) for the full height of that lift. Verify vertical column reinforcing splices.
 - Take one 1½" diameter maximum 3"-depth core in column (after GPR to avoid reinforcing steel) for compressive strength testing per ACI standards and petrographic examination per ICRI standards. Immediately repair cored holes in accordance with ICRI industry standards.



Professional Registrations: AZ, DE, DC, FL, GA, IN, LA, MD, MA, NJ, NY, NC, PA, TN, TX, VT, VA, WV, NCEES



- First Floor
 - Remove finishes in one interior floor location and one exterior slab location.
 - GPR for slab thickness in the middle of the bay and at the column.
 - GPR for reinforcing steel in columns (vertical and ties) and slabs, as above.
 - Take one set of three concrete cores (after GPR to avoid reinforcing steel, not where other penetrations occur or within the column dimension from the column face) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
 - GPR for slab thickness in the middle of the bay and at the column (not where other penetrations occur).
- Typical Floor (Floor 3 and one floor below roof)
 - If post-tension slabs, then confirm waterproofing protection of pull/dead ends at exterior and anchors
 - Remove finishes in one interior floor location and one exterior slab location.
 - GPR for slab thickness in the middle of the bay and at the column.
 - GPR for reinforcing steel in columns (vertical and ties) and slabs, as above.
 - Take one set of three concrete cores (after GPR to avoid reinforcing steel, not where other penetrations occur or within the column dimension from the column face) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
 - GPR for slab thickness in the middle of the bay and at the column (not where other penetrations occur).
 - Take one 1½" diameter maximum 3"-depth core in column (after GPR to avoid reinforcing steel) for compressive strength testing per ACI standards and petrographic examination per ICRI standards. Immediately repair cored holes in accordance with ICRI industry standards.
- Roof
 - Peel back roofing in three areas to expose structural slab.
 - If post-tension slabs, then confirm waterproofing protection of pull/dead ends at exterior and anchors
 - GPR slab for reinforcing steel at each exposed area. Repair roofing.
 - Take one set of three concrete cores (after GPR to avoid reinforcing steel, not where other penetrations occur or within the column dimension from the column face) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
 - GPR for slab thickness in the middle of the bay and at the column.
 - Review rooftop mechanical equipment weights and support systems including antennas, dishes, mechanical units, and cooling towers.
- Elevators
 - Check elevator sheave beam (machine beam) supports.



NECESSARY CHANGES TO PREVENT ANOTHER CATASTROPHE

Published July 17, 2021

Latest the Surfside tragedy should have taught all of us that necessary changes to the statutes regulating community associations are long overdue. We should stop the finger-pointing and concentrate on working on enacting these changes. No more watered down laws, no more lack of enforcement of existing laws and no more counting on "common sense."

Our legislators have the obligation to finally pass laws that will protect the families living in these community associations from financial abuse, outrageous special assessments they can't pay and seeing their loved ones killed in tragedies like we just saw in Surfside.

THESE ARE THE PROVISIONS THAT NEED TO BE IN THE BILL IF WE REALLY WANT TO DO WHAT NEEDS TO BE DONE:

1. **RESERVE STUDIES:** Reserve studies should be done every 10 years, starting with the moment when the certificates of occupancy are issued. The reserve study has to be prepared by a licensed structural engineer or architect. These studies should be easily accessible to the owners (like on the association website). The reserves for structural maintenance and repairs
2. **MANDATORY RESERVES:** No more opting out by vote of owners! Fully funded reserves have to be mandatory and the money set aside has to be in the amount determined by the reserve study. Funding reserves has to start as well the day after the certificates of occupancy are issued. Reserve funds designated for structural maintenance/repairs can't be used for other purposes as intended, not even with vote of the membership.
3. **TURNOVER FROM DEVELOPER:** At the time of turn-over the developer has to turn over to the newly elected board of directors: Up-to-date reserve studies, accounting of fully funded reserves and all records dealing with the construction of the building, including a list of all contractors that were involved in the construction.
4. **CERTIFICATION REPORTS:** Every 10 years a licensed, specialized building engineer should issue a certification report, especially discussing possible structural problems the building may have developed. This report has to be made easily accessible to all owners – and a copy has to be given to the local building department. The department has to make sure that all structural problems determined in the certification report are being addressed by the association within 1 year. The person in charge of oversight has to be a licensed structural engineer. Remember: We had certification requirements in FS 718 before (**HB 995** – 2008 legislative session), but the provision was repealed in 2010, because of the pressure by realtors and the service industry.
5. **PROPERTY INSURANCE:** The amount of the property insurance has to be determined by a specialist who considers all the cost that would be necessary to rebuild a building using up-to-date building codes. As we have seen with the Champlain Towers South, a total property insurance of \$45million is just ridiculous.
6. **STRICT ENFORCEMENT:** All laws regulating community associations have to be strictly enforced by a government agency willing to do the required job. No more excuses by the employees of this agency, and no more creating policies behind closed doors circumventing the wording of the existing statutes. There is sufficient money in the **Condo Trust Fund** – and if HOAs are included – the annual cost for each owner could be lowered to \$2 – with more than enough money available to create a "Cadillac" of a government agency, an agency that is taking its job seriously. It is important to create a Community Association Fraud Task Force. Fraud, scams and embezzlement are plaguing our communities and owners need to be able to turn to law enforcement for help. Make any willful denial of a public record request a felony, in order to stop owners from having to file lawsuits in order to get important records (like engineering reports).

Considering the fact that more than 50% of Florida's population lives in community associations it is high time to protect these owners from developers and the so-called service-industry. I know that there will be a lot of resistance from all sides trying to implement these provisions, We will hear the common excuses used by the service-industry lobbyists: Too costly, burdensome to the owners, too much government regulation and interference -- and all the useless excuses we are hearing since 2004, when responsible legislators have filed owner-friendly bills trying to prevent disasters. And we have to protect the owners from themselves, who might complain that they can't afford the cost added to their cost of living by implementing these laws. What is more important: **LIVES OR MONEY?**

Legislators allowed this type of housing – called community associations – to be created. Now, that more than 50% of the Florida population lives in this kind of housing, it is the obligation of our elected officials to create laws – laws that are easily enforceable – to protect the lives and financial welfare of the families living in these community associations.

GENERAL CONSIDERATIONS

SCOPE OF STRUCTURAL INSPECTION

The fundamental purpose of the required inspection and report is to confirm in reasonable fashion that the building or structure under consideration is safe for continued use under the present occupancy. As implied by the title of this document, this is a recommended procedure, and under no circumstances are these minimum recommendations intended to supplant proper professional judgment.

Such inspection shall be for the purpose of determining the general structural condition of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical systems pursuant to the Building Code.

In general, unless there is obvious overloading, or significant deterioration of important structure elements there is little need to verify the original design. It is obvious that this has been "time tested" if still offering satisfactory performance. Rather, it is of importance that the effects of time with respect to deterioration of the original construction materials be evaluated. It will rarely be possible to visually examine all concealed construction, nor should such be generally necessary. However, a sufficient number of typical structure members should be examined to permit reasonable conclusions to be drawn.

Visual Examination will, in most cases, be considered adequate when executed systematically. The visual examination must be conducted throughout all habitable and non-habitable areas of the building, as deemed necessary by the inspecting professional to establish compliance. Surface imperfections such as cracks, distortion, sagging, excessive deflections, significant misalignment, signs of leakage, and peeling of finishes should be viewed critically as indications of possible difficulty.

Testing Procedures and quantitative analysis will not generally be required for five (5) structural members or systems except for such cases where visual examination has revealed such need, or where apparent loading conditions may be critical.

Manual Procedures such as chipping small areas of concrete and surface finishes for closer examinations are encouraged in preference to sampling and/or testing where visual examination alone is deemed insufficient. Generally, unfinished areas of buildings such as utility spaces, maintenance areas, stairwells and elevator shafts should be utilized for such purposes. In some cases, to be held to a minimum, ceilings or other construction finishes may have to be opened for selective examination of critical structural elements. In that event, such locations should be carefully located to be least disruptive most easily repaired, and held to a minimum. In an event, a sufficient number of structural members must be examined to afford reasonable assurance that such are representative of the total structure.

Evaluating an existing structure for the effect of time, must take into account two, basic considerations; movement of structural components with respect to each other, and deterioration of materials.

With respect to the former, volume change considerations, principally from ambient temperature changes, and possible long time deflections, are likely to be most significant. Foundation movements will frequently be of importance, usually settlement, although upward movement due to expansive soils actually may occur. However, it is infrequent in this area. Older buildings on spread footings may exhibit continual, even recent settlements if founded on deep unconsolidated fine grained or cohesive soils or from subterranean losses or movements from several possible causes.

With very little qualification, such as rather rare chemically reactive conditions, deterioration of building materials can only occur in the presence of moisture, largely to metals and their natural tendency to return to the oxide state in the corrosive process.

In this marine climate, highly aggressive conditions exist year round. For most of the year, outside relative humidity may frequently be about 90 or 95%, while within air-conditioned buildings, relative humidity will normally be about 35 to 60%. Under these conditions moisture vapor pressures ranging from about 1/3 to 1/2 pounds per square inch will exist much of the time. Moisture vapor will migrate to lower pressure areas. Common building materials such as stucco, masonry and even concrete, are permeable even with these slight pressures. Since most of our local construction does not use vapor barriers, condensation will take place within the enclosed walls of the building. As a result, deterioration is most likely adjacent to exterior walls, or wherever else moisture or direct leakage has been permitted to penetrate the building shell.

Structural deterioration will always require repair. The type of repair, however, will depend on the importance of the member in the structural system and degree of deterioration. Cosmetic type repairs may suffice in certain non-sensitive members such as tie beams and columns, provided that the remaining sound material is sufficient for the required function. For members carrying assigned gravity or other loads, cosmetic type repairs will only be permitted if it can be demonstrated by rational analysis that the remaining material, if protected from further deterioration can still perform its assigned function at acceptable stress levels. Failing that, adequate repairs or reinforcement will be considered mandatory.

Written Reports shall be required attesting to each required inspection. Each such report shall note the location of the structure, description of type of construction, and general magnitude of the structure, the existence of drawings and location thereof, history of the structure to the extent reasonably known, and description of the type and manner of the inspection, noting problem areas and recommending repairs, if required to maintain structural integrity.

EVALUATION

Each report shall include a statement to the effect that the building is structurally safe, unsafe, safe with qualifications, or has been deemed safe by restrictive interpretation of such statements. It is suggested that each report also include the following information indicating the actual scope of the report and limits of liability. This paragraph may be used:

“ As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible.”

FOUNDATION:

If all of the supporting subterranean materials were completely uniform beneath a structure, with no significant variations in grain size, density, moisture content or other mechanical properties; and if dead load pressures were completely uniform, settlements would probably be uniform and of little practical consequence. In the real world, however, neither is likely. Significant deviations from either of these two idealisms are likely to result in unequal vertical movements.

Monolithic masonry, generally incapable of accepting such movements will crack. Such cracks are most likely to occur at corners, and large openings. Since, in most cases, differential shears are involved, cracks will typically be diagonal.

Small movements, in themselves, are most likely to be structurally important only if long term leakage through fine cracks may have resulted in deterioration. In the event of large movements, continuous structural elements such as floor and roof systems must be evaluated for possible fracture or loss of bearing.

Pile foundations are, in general, less likely to exhibit such difficulties. Where such does occur, special investigation will be required.

ROOFING SYSTEMS:

Sloping roofs, usually having clay or cement tiles, are of concern in the event that the covered membrane may have deteriorated, or that the tiles may have become loose. Large deflections, if merely resulting from deteriorated rafters or joists will be of greater importance. Valley Flashing, and Base Flashing at roof penetration will also be matters of concern.

Flat roofs with built up membrane roofs will be similarly critical with respect to deflection considerations. Additionally, since they will generally be approaching expected life limits at the age when building recertification is required, careful examination is important. Blisters, wrinkling, alligating, and loss of gravel are usually signs of difficulty. Punctures or loss of adhesion of base flashing, coupled with loose counterflashing will also signify possible problems. Wind blown gravel, if excessive, and the possibility of other debris, may result in pounding, which if permitted, may become critical.

MASONRY BEARING WALLS

Random cracking, or if discernible, definitive patterns of cracking, will of course, be of interest. Bulging, sagging, or other signs of misalignment may also indicate related problems in other structural elements. Masonry walls where commonly constructed of either concrete masonry units or scored clay tile, may have been constructed with either reinforced concrete columns tie beams, or lintels.

Steel bar joists are, of course, sensitive to corrosion. Most critical locations will be web member welds, especially near supports, where shear stresses are high possible failure may be sudden, and without warning.

Cold formed steel joists, usually of relatively light gage steel, are likely to be critically sensitive to corrosion, and are highly dependent upon at least normal lateral support to carry designed loads. Bridging and the floor or roof system itself, if in good condition, will serve the purpose.

Wood joists and rafters are most often in difficulty from "dry rot", or the presence of termites. The former (a misnomer) is most often prevalent in the presence of sustained moisture or lack of adequate ventilation. A member may usually be deemed in acceptable condition if a sharp pointed tool will penetrate no more than about one eighth of an inch under moderate hand pressure. Sagging floors will most often indicate problem areas. Gypsum roof decks will usually perform satisfactorily except in the presence of moisture. Disintegration of the material and the foam-board may result from sustained leakage. Anchorage of the supporting bulb tees against uplift may also be of importance, with significant deterioration. Floor and roof systems of cast in place concrete with self centering reinforcing, such as paper backed mesh and rib-lath, may be critical with respect to corrosion of the unprotected reinforcing. Loss of uplift anchorage on roof decks will also be important if significant deterioration has taken place, in the event that dead loads are otherwise inadequate for that purpose.

STEEL FRAMING SYSTEM

Corrosion, obviously enough, will be the determining factor in the deterioration of structural steel. Most likely suspect areas will be fasteners, welds, and the interface area where bearings are embedded in masonry. Column bases may often be suspect in areas where flooding has been experienced, especially if salt water has been involved.

Thin cracks usually indicate only minor corrosion, requiring minor patching. Extensive spalling may indicate a much more serious condition requiring further investigation.

Of most probable importance will be the vertical and horizontal cracks where masonry units abut tie columns, or other frame elements such as floor slabs. Of interest here is the observation that although the raw materials of which these masonry materials are made may have much the same mechanical properties as the reinforced concrete framing, their actual behavior in the structure, however, is likely to differ with respect to volume change resulting from moisture content, and variations in ambient thermal conditions.

Moisture vapor penetration, sometimes abetted by salt laden aggregate and corroding rebars, will usually be the most common cause of deterioration. Tie columns are rarely structurally sensitive, and a fair amount of deterioration may be tolerated before structural impairment becomes important. Usually, if rebar loss is such that the remaining steel area is still about 0.0075 of the concrete area, structural repair will not be necessary. Cosmetic type repair involving cleaning, and patching to effectively seal the member, may often suffice. A similar approach may not be unreasonable for tie beams, provided they are not also serving as lintels. In that event, a rudimentary analysis of load capability using the remaining actual rebar area, may be required.

FLOOR AND ROOF SYSTEMS

Cast in place reinforced concrete slabs and/or beams and joists may often show problem due to corroding rebars resulting from cracks or merely inadequate protecting cover of concrete. Patching procedures will usually suffice where such damage has not been extensive. Where corrosion and spalling has been extensive in structurally critical areas, competent analysis with respect to remaining structural capacity, relative to actual supported loads, will be necessary. Type and extent of repair will be dependent upon the results of such investigation.

Precast members may present similar deterioration conditions. End support conditions may be important. Adequacy of bearing, indications of end shear problems, and restraint conditions are important, and should be evaluated in at least a few typical locations.

CONCRETE FRAMING SYSTEMS

Concrete deterioration will, in most cases similarly to related to rebar corrosion possibly abetted by the presence of salt-water aggregate or excessively permeable concrete. In this respect, honeycomb areas may contribute adversely to the rate of deterioration. Columns are frequently most suspect. Extensive honeycomb is most prevalent at the base of columns, where fresh concrete was permitted to segregate, dropping into form boxes. This type of problem has been known to be compounded in areas where flooding has occurred, especially involving salt water.

In spall areas, chipping away a few small loose samples of concrete may be very revealing. Especially, since loose material will have to be removed even for cosmetic type repairs, anyway. Fairly reliable

quantitative conclusions may be drawn with respect to the quality of the concrete. Even though our cement and local aggregate are essentially derived from the same sources, cement will have a characteristically dark grayish brown color in contrast to the almost white aggregate. A typically white, almost alabaster like coloration will usually indicate reasonably good overall strength. The original gradation of aggregate can be seen through a magnifying glass. Depending upon the structural importance of the specific location, this type of examination may obviate the need for further testing if a value of 2000 psi to 2500 psi is sufficient for required strength, in the event that visual inspection indicates good quality for the factors mentioned.

WINDOWS

Window condition is of considerable importance with respect to two considerations. Continued leakage may have resulted in other adjacent damage and deteriorating anchorage may result in loss of the entire unit in the event of severe wind storms short of hurricane velocity. Perimeter sealant, glazing, seals, and latches should be examined with a view toward deterioration of materials and anchorage of units for inward as well as outward (section) pressures, most importantly in high buildings.

WOOD FRAMING

Older wood framed structures, especially of the industrial type, are of concern in that long term deflections may have opened important joints, even in the absence of deterioration. Corrosion of ferrous fasteners will in most cases be obvious enough. Dry rot must be considered suspect in all sealed areas where ventilation has been inhibited, and at bearings and at fasteners. Here too, penetration with a pointed tool greater than about one eighth inch with moderate hand pressure, will indicate the possibility of further difficulty.

LOADING

It is of importance to note that even in the absence of any observable deterioration, loading conditions must be viewed with caution. Recognizing that there will generally be no need to verify the original design, since it will have already been "time tested", this premise has validity only if loading patterns and conditions remain **unchanged**. Any material change in type and/or magnitude or loading in older buildings should be viewed as sufficient jurisdiction to examine load carrying capability of the affected structural system.

SCOPE OF ELECTRICAL INSPECTION

The purpose of the required inspection and report is to confirm with reasonable fashion that the building or structure and all habitable and non-habitable areas, as deemed necessary by the inspecting professional to establish compliance, are safe for continued use under present occupancy. As mentioned before, this is a recommendation procedure, and under no circumstances are these minimum recommendations intended to supplant proper professional judgement.

ELECTRIC SERVICE

A description of the type of service supplying the building or structure must be provided, stating the size of amperage, if three (3) phase or single (1) phase, and if the system is protected by fuses or breakers. Proper grounding of the service should also be in good standing. The meter and electric rooms should have sufficient clearance for equipment and for the serviceman to perform both work and inspections. Gutters and electrical panels should all be in good condition throughout the entire building or structure.

BRANCH CIRCUITS

Branch circuits in the building must all be identified and an evaluation of the conductors must be performed. There should also exist proper grounding for equipment used in the building, such as an emergency generator, or elevator motor.

CONDUIT RACEWAYS

All types of wiring methods present in the building must be detailed and individually inspected. The evaluation of each type of conduit and cable, if applicable, must be done individually. The conduits in the building should be free from erosion, and checked for considerable dents in the conduits that may be prone to cause a short. The conductors and cables in these conduits should be chafe free, and their currents not over the rated amount.

EMERGENCY LIGHTING

Exit signs lighting and emergency lighting, along with a functional fire alarm system must all be in good working condition.



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION COMMENCED Date: _____

INSPECTION MADE BY: _____

INSPECTION COMPLETED Date: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

1. DESCRIPTION OF STRUCTURE
a. Name on Title:
b. Street Address:
c. Legal Description:
d. Owner's Name:
e. Owner's Mailing Address:
f. Folio Number of Property on which Building is Located:
g. Building Code Occupancy Classification:
h. Present Use:
i. General Description:
Addition Comments:

j. Additions to original structure:

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant)
1. Bulging
2. Settlement
3. Deflections
4. Expansion
5. Contraction
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm.

e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
f. Previous patching or repairs
g. Nature of present loading indicate residential, commercial, other estimate magnitude.

3. INSPECTIONS
a. Date of notice of required inspection
b. Date(s) of actual inspection
c. Name and qualifications of individual submitting report:
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures
e. Structural repair-note appropriate line:
1. None required
2. Required (describe and indicate acceptance)

4. SUPPORTING DATA
a. _____ sheet written data
b. _____ photographs
c. _____ drawings or sketches

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
a. Concrete masonry units
b. Clay tile or terra cotta units
c. Reinforced concrete tie columns
d. Reinforced concrete tie beams
e. Lintel
f. Other type bond beams
g. Masonry finishes -exterior
1. Stucco
2. Veneer
3. Paint only
4. Other (describe)
h. Masonry finishes - interior
1. Vapor barrier
2. Furring and plaster
3. Paneling
4. Paint only
5. Other (describe)
i. Cracks
1. Location – note beams, columns, other
2. Description
j. Spalling
1. Location – note beams, columns, other
2. Description
k. Rebar corrosion-check appropriate line
1. None visible
2. Minor-patching will suffice
3. Significant-but patching will suffice

4. Significant-structural repairs required
I. Samples chipped out for examination in spall areas:
1. No
2. Yes – describe color, texture, aggregate, general quality

6. FLOOR AND ROOF SYSTEM

a. Roof

1. Describe (flat, slope, type roofing, type roof deck, condition)

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

3. Note types of drains and scuppers and condition:

b. Floor system(s)

1. Describe (type of system framing, material, spans, condition)

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

7. STEEL FRAMING SYSTEM

a. Description

b. Exposed Steel- describe condition of paint and degree of corrosion
c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection
d. Elevator sheave beams and connections, and machine floor beams – note condition:

8. CONCRETE FRAMING SYSTEM
a. Full description of structural system
b. Cracking
1. Not significant
2. Location and description of members affected and type cracking
c. General condition
d. Rebar corrosion – check appropriate line
1. None visible
2. Location and description of members affected and type cracking
3. Significant but patching will suffice
4. Significant – structural repairs required (describe)
e. Samples chipped out in spall areas:
1. No
2. Yes, describe color, texture, aggregate, general quality:

9. WINDOWS

a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)

b. Anchorage- type and condition of fasteners and latches

c. Sealant – type of condition of perimeter sealant and at mullions:

d. Interiors seals – type and condition at operable vents

e. General condition:

10. WOOD FRAMING

a. Type – fully describe if mill construction, light construction, major spans, trusses:

b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition:

c. Joints – note if well fitted and still closed:

d. Drainage – note accumulations of moisture

e. Ventilation – note any concealed spaces not ventilated:

f. Note any concealed spaces opened for inspection:

js:lm:jg:rtc:10/13/2015:40yearrecertificationsystem

BORA Approved – Revised September 17, 2015/RER-10/13/2015



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED Date: _____

INSPECTION MADE BY: _____ SIGNATURE: _____

INSPECTION COMPLETED Date: _____

PRINT NAME: _____ TITLE: _____

ADDRESS: _____

DESCRIPTION OF STRUCTURE

a. Name on Title:
b. Street Address:
c. Legal Description:
d. Owner's Name:
e. Owner's Mailing Address:
f. Folio Number of Property on which Building is Located:
g. Building Code Occupancy Classification:
h. Present Use:
i. General Description, Type of Construction, Size, Number of Stories, and Special Features
Additional Comments:

MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES

1. ELECTRIC SERVICE

1. Size: Amperage () Fuses () Breakers ()

2. Phase: Three Phase () Single Phase ()

3. Condition: Good () Fair () Needs Repair ()

Comments:

2. METER AND ELECTRIC ROOM

1. Clearances: Good () Fair () Requires Correction ()

Comments:

3. GUTTERS

Location: Good () Requires Repair ()

Taps and Fill: Good () Requires Repair ()

Comments:

4. ELECTRICAL PANELS

Location: Good () Needs Repair ()

1. Panel #()

 Good () Needs Repair ()

2. Panel #()

 Good () Needs Repair ()

3. Panel #()

 Good () Needs Repair ()

4. Panel #()

 Good () Needs Repair ()

5. Panel #()

 Good () Needs Repair ()

Comments:

5. BRANCH CIRCUITS:

1. Identified: Yes () Must be identified ()

2. Conductors: Good () Deteriorated () Must be replaced ()

Comments:

6. GROUNDING SERVICE:

Good () Repairs Required ()

Comments:

7. GROUNDING OF EQUIPMENT:

Good () Repairs Required ()

Comments:

8. SERVICE CONDUITS/RACEWAYS:

Good () Repairs Required ()

Comments:

9. SERVICE CONDUCTOR AND CABLES:

Good () Repairs Required ()

Comments:

10. TYPES OF WIRING METHODS:

Conduit Raceways:	Good	()	Repairs Required	()
Conduit PVC:	Good	()	Repairs Required	()
NM Cable:	Good	()	Repairs Required	()
BX Cable:	Good	()	Repairs Required	()

11. FEEDER CONDUCTORS:

Good () Repairs Required ()

Comments:

12. EMERGENCY LIGHTING:

Good () Repairs Required ()

Comments:

13. BUILDING EGRESS ILLUMINATION:

Good () Repairs Required ()

Comments:

14. FIRE ALARM SYSTEM:

Good () Repairs Required ()

Comments:

15. SMOKE DETECTORS:

Good () Repairs Required ()

Comments:

16. EXIT LIGHTS:

Good () Repairs Required ()

Comments:

17. EMERGENCY GENERATOR:

Good () Repairs Required ()

Comments:



**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 carrera marble, has in a short time become the most favorably talked about piece of art in the city. Its message is clear, definitive and unequivocal. In a world where everything is violable nothing sacred especially human beings "TENDERNESS" stands out as an infallible symbol of indestructibility and invulnerability. Noble and dignified it is as impregnable as the Rock of Gibraltar. Its relevancy is particularly apt today, when depravity and dissolution is pervasive. It is a beacon of hope that these trying times will pass and that "TENDERNESS" will prevail the world over.

The mother's all enveloping, tender embrace of child, creates a unified accurate composition. This modern form, integrates wonderfully with the ambiance of the building, moreover like a piece of jewelry it decorates and complements the walkway. Generally speaking, the meaning or motivation of modern sculpture eludes the individual leaving one more confounded than enlightened. "TENDERNESS" on the contrary is self-explanatory and readily graspable. Mankind's most noble and magnanimous sentiment is evoked by a mother's love for child. From all angles "TENDERNESS" achieves the desired effect upon the spectator. Unlike the ubiquitous mediocrity of sculptures pervading our city, here is one of harmony, comprehensibility and an aesthetically pleasing symbol of love and altruism. It would become an indispensable adjunct to the cultural and artistic aspect of our city scape. It is a labor of love with a truly therapeutic effect on the human psyche.

(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
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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

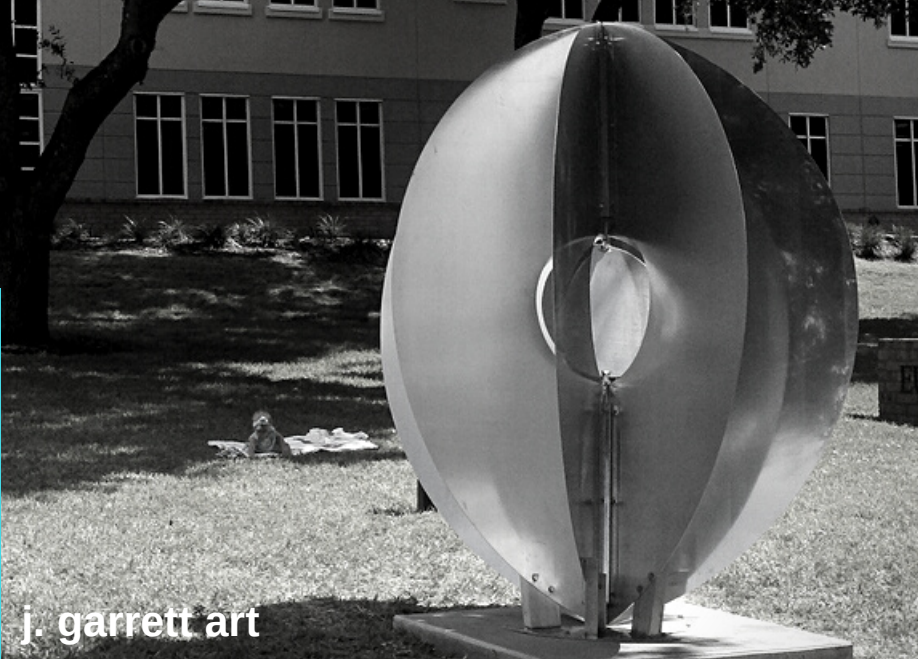
"Jenn Garrett approached our call with great enthusiasm and passion to understand the environment and issues so that she could make a proposal that was just what we needed.

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

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Orlando, FL 32801

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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+

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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/~~purehasing 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, ~~telephonetelecommunications~~, roads, buildings, and sidewalks;
 - g. ~~Items purchased for resale to the public;~~
 - h. ~~Services provided by institutions of higher learning, non-profit organizations, and other governmental entities;~~
 - i. ~~Food and catering services;~~
 - j. ~~Renewal of software and hardware licenses and maintenance agreements; and~~

f.—Parts and supplies required for Town operations and administration, including, but not limited to, bathrooms, breakroom, office and police or public safety-related supplies and equipment.

- (8) Competitive proposals shall not be required when a purchase is made for materials, equipment, prefabricated elements and components, appliances, fixtures and supplies, bought under a sales tax saving procedure constituting part of a construction project award, which construction contract has been awarded in accordance with this chapter.

Sec. 3-14. - Contract administration.

- (a) A contract administration system designed to ensure that a bidder/offeror/contractor is performing in accordance with the solicitation under which a contract was awarded and the terms and conditions of the contract shall be maintained by the town manager.
- (b) All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the town in a contract file by the town manager and be retained and disposed of in accordance with the records retention guidelines and schedules approved by the town clerk.

Sec. 3-15. - Protest procedures.

This article shall govern any protest made by a participant in any competitive process utilized for the selection of a person or entity in regard to any response to a town request for proposal/invitation to bid and/or request for qualification ("request for proposals").

- (1) Protest of any town recommendation for an award in response to a request for proposals shall be filed with the town clerk and mailed by the protesting to all participants in the competitive process within seven days of the town's recommendation for an award or the town's actual award whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of \$250.00 to reimburse the town for all administrative costs associated with the appeal process. Any grounds not stated shall be deemed waived.
- (2) Protests shall be referred by the town clerk to the town attorney who shall select a hearing examiner who shall hold a hearing and submit written findings and recommendations within ten days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the town's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the town clerk.
- (3) Hearing examiners may be retired judges, certified mediators or other impartial parties as selected by the town attorney.
- (4) The hearing examiner's findings and recommendations shall be presented to the town commission for final action at the next regular or specially scheduled meeting. Notice shall be mailed to all participants in the competitive process at least seven days in advance of any final action by the town commission. The notice shall include the hearing examiner's findings and recommendations.

(5) Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror or contractor.

Sec. 3-16. - Ethics in public contracting.

In addition to all ethical rules and guidelines set forth by the commission on ethics, the Code of the Town of Surfside, the Miami-Dade County Code, as applicable to the Town of Surfside, and the State of Florida, the town manager may impose any one or more of the following sanctions on a town employee for violations of ethical standards set forth by the town, Miami-Dade County or the State of Florida including, but not limited to, oral or written warnings or reprimands, suspension with or without pay for specified periods of time or termination of employment. For nonemployees, for violations of ethical standards, the town commission may terminate any contract with the Town of Surfside.

* * *

Section 3. Codification. That it is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective on second reading.

PASSED on first reading on the 10 day of December, 2019.

PASSED AND ADOPTED on second reading on the 14 day of January, 2020.

First Reading:

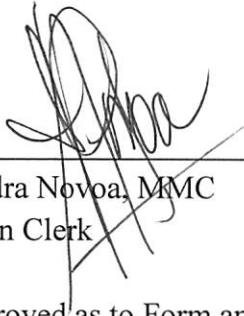
Motion by: Vice Mayor Gielchinsky
Second by: Commissioner Karukin

Second Reading:

Motion by: Commissioner Karukin
Second by: Commissioner Cohen

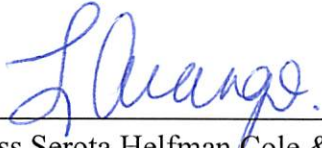


Daniel Dietch, Mayor



Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	<u>Yes</u>
Commissioner Michael Karukin	<u>Yes</u>
Commissioner Tina Paul	<u>Yes</u>
Vice Mayor Barry Cohen	<u>Absent</u>
Mayor Daniel Dietch	<u>Yes</u>



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021
Prepared by: Charles Kesl
Subject: Ending Option to Contribute to Parking Fund in lieu of having Required Parking in Building Plans

Objective: New construction proposals should include the parking required, because without it, public parking takes on the burden.

Consideration: The ordinance creating the option of a Parking Fund and managing its funds currently allows new permit applicants to pay into the fund in lieu of having the required number of parking spots to support the operation of the new construction proposed.

In the future we may have alternatives to cars needing parking, but today we do not. When a building does not have parking for its users and operations, the impact hits public parking, whether private and public parking lots or public streets. This in turn impacts local businesses because their customers and employees may need to access to parking nearby. Town streets including in the Residential area are impacted by increased demand, too.

The Parking Fund ordinance manages and regulates the monies collected to date.

The fund ordinance is independent of the Code and Zoning review and discussion taking place. Closing it to new applicants can be done now, and the change can be integrated into the Code and Zoning in Progress accordingly.

Recommendation: Amend Parking Fund ordinance to end now the buy-in option for new permit applicants and new construction.

Management and regulation of monies collected to date should focus on identifying and implementing sustainable, resilient and "green" solutions to traffic problems, congestion, and safety issues. The Town needs solutions that do not encourage more traffic to, from and through Town, and the fund can be used in conjunction with local, state and national planning organizations to achieve real, regional solutions. The fund's monies can be used as matching funds towards these larger goals, the greater good and our future. Amend parking fund ordinance as applicable.

Work with privately held garages to offer parking spots during times their parking may be underutilized while there is high demand elsewhere. Offer public shuttles and convenient, safe walking routes to connect demand with supply, as needed.



MEMORANDUM

ITEM NO. 9E

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.



**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.



**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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April 13

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Municipality	Funds Received 2019-20	Funds Received 2020-21	Total funds Received	Population Census, April 1, 2010	Contribution per resident
Opa Locka	\$0.00	\$0.00	\$0.00	15,219	\$0.00
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 281

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

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Recent Posts

Surfside's Mayor is VERY generous with Surfside residents' money.

January 16, 2020

UPDATE 1/24/20:

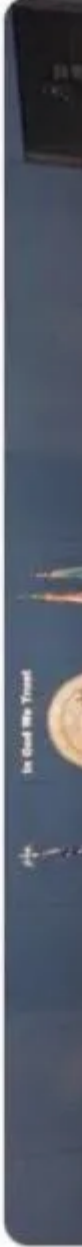
All the while, taking the credit for the good deed personally!



The Homeless Trust
@HomelessMiami



The \$150,000 donated by @oscarjb2 @DuranForFlorida and @danieldietch will go to diverting homeless persons with severe mental illness from the criminal justice system into supportive housing. #supportivehousing #homelessness #mentalhealth  #surfside #miamidade





10:57 AM - 19 Jul 2019



1 Retweet 3 Likes

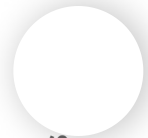
Above is Surfside's Mayor getting credit personally for donating Surfside taxpayer's money, but that's not all.

Mayor Dietch is standing with State of Florida representatives, donating State funds from the States obviously huge budget.

Florida has 21 million residents, the Town of Surfside has 5800 residents.

The State of Florida donated \$100,000.

The Surfside Mayor and Commission saw fit to write a check equal to half that amount – **a \$50,000 gift from the taxpayers Surfside.**



The donation from the State of Florida represents a gift of one half a penny per person.

PAGE 284

The Mayor's & Commission's donation from the Town of Surfside, represents about \$9.00 from every Surfside resident...a gift for which the Mayor is thanked and recognized personally.

******UPDATE:**

Last month Mayor Dietch & his allies on the Commission gave an ADDITIONAL \$50,000 to the Dade County Homeless Shelter .

Political advertisement paid for & approved by Charles W. Burkett, no party affiliation, for Surfside Mayor

Share this post:  

Recent Posts

Following the Covid-19 Science, Reveals Some Hope...

Oct 29, 2020





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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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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 SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE 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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7:00 pm**

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Surfside, FL 33154

which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

Disclosure subsequent to action taken. Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

Establishment of business relationship after appearance. Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

Abstention. In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

Failure to disclose. If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the require disclosure, the accused town commissioner shall be deemed to be censured. If three of more member of the town commission determine that an accused member of a town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The town commission has primary jurisdiction to



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enforce this section and no such authority is conferred on the Miami-Dade Commission on Ethics and Public Trust to investigate alleged failures to disclose business relationships under this section.

([Ord. No. 19-1695](#), ;s 2, 3-12-19)



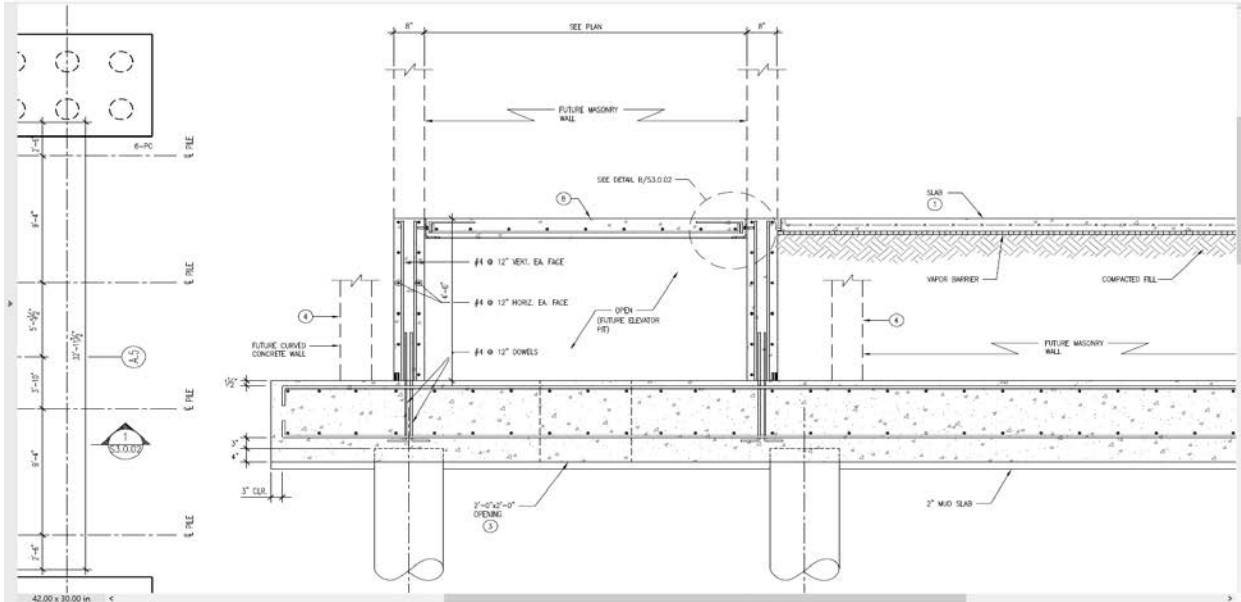
MEMORANDUM

ITEM NO. 9L

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: December 2, 2021
Subject: Community Center Second Floor Possibility

The Town of Surfside Community Center was designed and constructed under the provisions of the 2007 Florida Building Code 3rd Edition (2007) on auger cast pile foundations. These piles are developed to a depth of 35 feet and support a concrete reinforced structure with a ground floor slab, currently in use supporting an active community center, ranging from 10 inches to 11.5 inches in depth at elevation 0'-0". Large Y-shaped heavily reinforced concrete main columns support a roof slab at 18'-0" above the ground floor.

The roof slab is substantial, both in steel reinforcement and size, with a thickness ranging from 6 inches to a maximum thickness of 12 inches. In numerous locations the roof slab is referred to on the structural sections/details as the second floor. Structural plan S3.0.02 also shows a Future Stair Plan and Future Elevator Plan. This portion of the slab was pinned in place to be removed at some future time to accommodate an elevator shaft. These design drawing references and design features indicate that, at least from a structural design standpoint, a future occupied second floor was anticipated to be built at some future date. The present code in-force is the 2020 Florida Building Code 7th Edition (2017). The aforementioned detail taken from sheet S3.0.02 showing the future elevator pit on the approved plans is attached below.



Reviewed by: JPM

Prepared by: JPM



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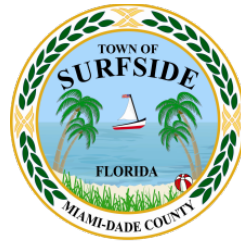
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Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Amend Tourist Board Ordinance

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.



TOWN OF SURFSIDE

GAZETTE

Message from the Town Manager

November 6, 2012 is a very important day. Not only do we elect a President, we also vote on numerous amendments to the State Constitution, amendments to the Miami-Dade County Charter and amendments to our Surfside Charter. It is possible to vote absentee, vote early or come to the poll the old fashioned way. The ballot is long so preparation is critically important. My goal in this message is to explain the three Surfside Charter amendments on the ballot in a value neutral manner as required by the law. I cannot advocate in this publicly-funded Gazette ... only inform. Please also look at **Page 5** of this Gazette to see the actual language. Feel free to e-mail me if you have detailed questions.

The first Charter Amendment has to do with the creation of a Citizen's Bill of Rights as a preamble to the Charter. Just like the U.S. Constitution and the Miami Dade Charter have Bills of Rights to clearly define your rights, so does this Amendment establish protections which are not now in place.

The second Charter Amendment requires that a comprehensive Charter review begin within twelve months after adoption of the Amendment and every 10 years thereafter. This will ensure that updating the Charter happens soon and in the future. Any changes in the future will have to be voted on by our registered voters.

The third change is complicated. However, it is meant to clear up some confusion and differing interpretations from a previous 2004 Charter Amendment that regulates density, intensity and height of buildings. None of the 2004 voter approved controls are being diminished. In fact, by clearly defining the provisions of the 2004 Amendment, the intent of the voters will be clear to staff and property owners.

In these difficult days where trust and faith in government is greatly diminished, I cannot and will not presume to advise you how to vote. Please read the article on Page 5 and draw your own conclusion. Just remember that the right to vote is a very special privilege and make every effort to exercise that right. As always, thanks for the opportunity to manage this extraordinary community.

- Roger M. Carlton

Surfside Charter Amendments On Nov. 6 Ballot

In July of this year, the Town Commission approved a resolution to add three Town of Surfside Charter amendments to the Nov. 6, 2012 general election ballot. To fully understand the amendments, residents are encouraged to review the following information.

Description of the Amendments:

1. Adding a Preamble and Citizen's Bill of Rights to the Town Charter. This amendment would add a Preamble and Citizen's Bill of Rights to the Town Charter. Similar to the U.S. Constitution, the Bill of Rights outlines residents rights, such as access to public records, to be heard, to notice, to a public hearing, to representation and no unreasonable postponements. The full wording of the Preamble and Bill of Rights is available at the Office of the Town Clerk.

2. Mandatory Charter Review. This amendment states that within the first 12 months after the adoption of this provision, the Town Commission will begin a Charter Review. Then, commencing in December 2022, the Commission will appoint a Charter review board every 10 years. The Charter review board will consist of five persons, one appointed by each Commissioner and ratified by a majority of the Commission. The board will begin its review within 45 days of being appointed.

3. Clarification of the intensity, density and height restrictions in development. This amendment provides revised language to better define these limits to reflect that: **a) density** means number of units per acre. **b) intensity** means the floor area ratio as described in the Comprehensive Plan: total square footage of building divided by the total square footage of the lot where the building is located. **c) height** is defined in both number of floors and feet so that there is no misinterpretation.

Form of Ballot:

The form of ballot of the charter amendments will appear as follows:

1. PREAMBLE AND CITIZENS' BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and "Citizen's Bill of Rights" that creates certain individual rights and guarantees those rights to citizens of Surfside?

Yes []

No []

2. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review. Thereafter every tenth (10th) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review. Shall the above-described amendment be adopted?

Yes []

No []

3. GENERAL POWERS; RESRICTION ON DEVELOPMENT

On March 16, 2004, the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained, but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio and heights be defined in both stories and feet. Shall the above described amendment be adopted?

Yes []

No []

D. To amend Section 4. **General powers of town; powers not deemed exclusive of Article I. Incorporation; Form of Government; Powers** as follows:

~~“The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre floor areas, maximum allowable floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004 on the date that this amendment is approved by a vote of the electors of the Town of Surfside. Upon becoming effective, ~~t~~ This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.~~

4. GENERAL POWERS; **RESTRICTION ON DEVELOPMENT**

On March 16, 2004 the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio, and heights be defined in both stories and feet.

Shall the above-described amendment be adopted?

Yes []
No []

RESOLUTION NO. 2012 - 2096

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CHARTER TO PROVIDE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR INCLUSION IN THE CHARTER; ACCEPTING THOSE CHARTER PROVISIONS APPROVED BY A MAJORITY OF THE VOTERS ON NOVEMBER 6, 2012 ACCORDING TO OFFICIAL RESULTS; AMENDING THE TOWN CHARTER TO ADD A PREAMBLE AND CITIZEN'S BILL OF RIGHTS; ARTICLE IX. SECTION 128 MANDATORY CHARTER REVIEW; AND ARTICLE I. SECTION 4 GENERAL POWERS OF TOWN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; DIRECTING THE TOWN CLERK TO AMEND AND CODIFY AMENDMENTS TO THE TOWN CHARTER IN ACCORDANCE WITH THE ELECTION RESULTS AND THIS RESOLUTION; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 97.1 of the Town Charter of the Town of Surfside ("Town") referencing Section 6.03 of Article 6 of the Home Rule Charter for Miami-Dade County provides the manner in which charter amendments shall be proposed; and

WHEREAS, the Town Commission wishes to submit these proposed charter amendments for approval or rejection by the electors; and

WHEREAS, pursuant to law, the electors of the Town shall have the power to approve or reject at the polls any matter submitted by the Town Commission to a vote of the electors.

NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF SURFSIDE HEREBY RESOLVES:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Proposed Amendments:¹

The Charter of the Town of Surfside subject to a vote of the electorate is hereby amended as follows:

- A. To add a Preamble and Citizen's Bill of Rights which shall read as follows:

PREAMBLE

We, the people of the Town of Surfside (hereinafter, "Town"), under the Constitution and laws of the State of Florida, in order to secure the benefits of local self-government and to provide for an honest and accountable Commissioners-Manager government, do hereby adopt this Charter and confer upon the Town the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, political leadership, citizen participation and regional cooperation.

CITIZEN'S BILL OF RIGHTS

A. This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

1. Convenient Access. Every person has the right to transact Town business with a minimum of personal inconvenience. It shall be the duty of the Town Manager and the Commission to provide, within the Town's budget limitations, reasonably convenient times and places for required inspections of Town records, access to notice of public meetings, and for transacting business with the Town.

2. Truth in Government. No Town official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

3. Public Records. All audits, reports, minutes, documents and other public records of the Town and its boards, agencies, committees, departments, and authorities shall be open for inspection at reasonable times and places convenient to the public.

4. Minutes and Ordinance Register. The Town Clerk shall maintain and make available for public inspection an ordinance register separate from minutes showing the votes of each member of the Commission on all ordinances and resolutions listed by descriptive

¹ The words that are stricken through are intended to be deleted from this section of the Town Charter once it is approved. The words that are underscored constitute the proposed amendments to the section once it is approved.

title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meetings.

5. Right to be Heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Town Commission or any Town agency, board, or committee for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Town. Matters shall be scheduled for the convenience of the public. The Town Commission shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any Town entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

6. Right to Notice. Persons entitled to notice of a Town hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

7. No Unreasonable Postponements. No matter, once having been placed on a formal agenda by the Town, shall be postponed to another day except for good cause shown in the opinion of the Town Commission, Board or agency conducting such meeting, and then only on condition that the affected person shall, upon written request, receive mailed notice of the new date of any postponed meeting. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing.

8. Right to Public Hearing. Upon a timely written request from any interested party, and after presentation of the facts to and approved by the Commission, a public hearing shall be held by any Town agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Town Attorney or to any body whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his or her counsel shall be entitled to present his or her case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

9. Notice of Action and Reasons. To the extent the Town is required to do same by law, notice shall be given of the denial of any decision of any Town proceeding at the

conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

10. Manager's and Attorney's Reports. The Town Manager and Town Attorney shall periodically make public status reports on all material matters pending or concluded within their respective areas of concern.

11. Budgeting. In addition to any budget required by state statute, the Town Manager at the direction of the Town Commission shall prepare a budget showing the projected revenues and expenses of each department for each budget year. Prior to the Town Commission's first public meeting on the proposed budget required by state law, the Town Manager shall make public a budget summary setting forth the projected revenues and expenses of the various departments and reflecting the personnel and their title in each department, the estimated millage cost of each department and the amount of any contingency and carryover funds for each department.

12. Quarterly Budget Comparisons. The Town Manager shall make public not less than quarterly a report showing the actual revenues and expenses during the quarter just ended against one quarter of the proposed annual revenues and expenses set forth in the budget. Such report shall also reflect the same cumulative information for whatever portion of the fiscal year that has elapsed.

13. Representation of Public. The Town Commission shall endeavor, when deemed appropriate, to designate one or more individuals to represent the Town at all proceedings before county, state and federal regulatory bodies, significantly affecting the Town and its residents.

B. The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the Town. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Town. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

C. Remedies for Violations. In any suit by a citizen alleging a violation of this Article filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover reasonable reasonable costs and attorneys' fees as fixed by the court.

D. Construction. All provisions of this Bill of Rights shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this Bill of Rights shall be declared invalid, it shall not affect the validity of the remaining provisions."

[See Ballot Question 1 in Paragraph 3 below.]

B. To add Section 128 of **ARTICLE IX. - MISCELLANEOUS PROVISIONS.**

Section 128. Mandatory Charter Review. Within the first twelve (12) months after the adoption of this provision, the Town Commission shall commence Charter Review. Thereafter every 10th year commencing December 2022, the Commission shall appoint a Charter review board ("Charter Board") consisting of five persons. Each Commissioner shall be entitled to appoint one Charter Review Board member but that appointee shall be ratified by a majority of the Commission. The review Board shall commence its proceedings within forty-five (45) days after appointment by Commission and upon completion of their work and written recommendations to the Commission, the Town Commission shall consider said recommendations at the next regularly scheduled Commission meeting. This provision does not inhibit the Town Commission or the electorate at any time from initiating a charter amendment in accordance with Article VIII ("Initiative and Referendum") hereinabove.

[See Ballot Question # 2 in Paragraph 3 below]

C. To amend Section 4. **General powers of town; powers not deemed exclusive of Article I. Incorporation; Form of Government; Powers** as follows:

"The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable ~~units per acre floor areas,~~ ~~maximum allowable~~ floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which ~~are~~ were in effect in 2004 ~~on the date that this amendment is approved by a vote of the electors of the Town of Surfside.~~ Upon becoming effective, ~~†~~ This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

[See Ballot Question # 3 in Paragraph 3 below]

Section 3. Form of Ballot:

A. The form of ballot of the charter amendments provided for in Section 2 shall be substantially, as follows:

1. PREAMBLE AND CITIZENS' BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and "Citizen's Bill of Rights" that creates certain individual rights and

guarantees those rights to citizens of Surfside be added to the Town Charter?

Yes []
No []

2. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review and thereafter every tenth (10th) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review.

Shall the above-described amendment be adopted?

Yes []
No []

3. GENERAL POWERS; RESTRICTION ON DEVELOPMENT

On March 16, 2004 the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio, and heights be defined in both stories and feet.

Shall the above-described amendment be adopted?

Yes []
No []

B. That the form of ballot set forth above may be revised by a Resolution of the Town Commission.

Section 4. Available for Public Inspection. Charter Amendment to be Available for Public Inspection, and for the Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections: The place, information and the full text of the proposed charter amendments are available at the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida. Copies of this Resolution providing for this charter amendment subject to this

referendum approval is on file in the Office of the Town Clerk and available for public inspection during regular business hours. The Town Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

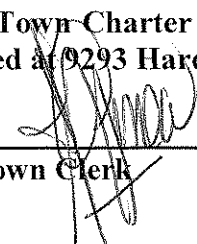
Section 5. Providing for Inclusion in the Town Charter: It is the intention of the Mayor and Town Commission and its is hereby resolved that the provisions of this Resolution shall become and made a part of the Charter of the Town of Surfside, Florida, as to each charter amendment measure approved by a majority of voters on such measure in such election; that the sections of this Resolution may be renumbered or relettered to accomplish such intentions; and the word "Resolution shall be changed to "section" or other appropriate word.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

NOTICE OF ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 12-2096 ADOPTED BY THE TOWN OF SURFSIDE, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON **TUESDAY, THE 6TH DAY OF NOVEMBER, 2012** BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN.

The full text of the proposed Town Charter Amendments is available at the office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida.



Town Clerk, Sandra Nova

Section 7. Authorization of Town Officials. The Town Manager and Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.


Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of **July, 2012.**

Motion by Commissioner Kligman Second by Commissioner Olchyk.

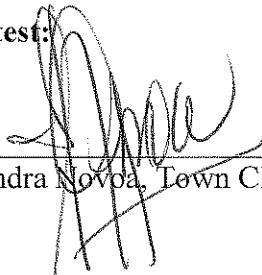
FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman	<u>Yes</u>
Commissioner Marta Olchyk	<u>Yes</u>
Vice Mayor Michael Karukin	<u>Yes</u>
Mayor Daniel Dietch	<u>Absent</u>




Daniel Dietch, Mayor

Attest:



Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency
For the Town of Surfside only:**



Lynn M. Dannheisser
Town Attorney

ORDINANCE NO. 15 - 1640

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SPECIFICALLY AMENDING SECTION 90-43 MAXIMUM BUILDING HEIGHTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sec. 4 of the Town Charter states:

Sec. 4. - General powers of town; powers not deemed exclusive.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

WHEREAS, Sec. 4 of the Town Charter was amended by the electors by approval of the November 6, 2012 ballot question which modified height to be restricted to the number of feet and the number of stories described in the more restrictive of the 2004 Zoning Code or 2004 Comprehensive Plan; and

WHEREAS, amending Sec. 90-43 Maximum building heights provides consistency between the Code and the Charter amendment; and

WHEREAS, the Town Commission held its first duly noticed public hearing on these regulations on September 8, 2015; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the revisions to the code for consistency with the Town's Comprehensive Plan at a duly noticed public hearing on November 19, 2015 and recommended approval; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on December 8, 2015 and further finds the proposed amendment to the Code in the best interest of the community.

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-43. - Maximum building heights.

Designation	Maximum Height (Feet)	Maximum Stories
H30A	30 FT	<u>2</u>
H30B	30 FT	<u>2</u>
H30C	30 FT	<u>2</u>
H40	40 FT	<u>1 and 2 family = 2 stories, multifamily and hotel = 3 stories</u>
H120	120 FT	<u>12</u>
SD-B40	40 FT	<u>3</u>
MU	Surrounding Designation	
CF	70 FT	

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective upon adoption on second reading.

PASSED and **ADOPTED** on first reading this 8th day of September, 2015.

PASSED and **ADOPTED** on second reading this 8th day of December, 2015.



Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney

On Final Reading Moved by: Commissioner Karukin,

On Final Reading Seconded by: Commissioner Cohen.

VOTE ON ADOPTION:

Commissioner Barry R. Cohen	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Michael Karukin	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Marta Olchyk	yes	<input checked="" type="checkbox"/>	no	_____
Vice Mayor Eli Tourgeman	yes	<u>ABSENT</u>	no	_____
Mayor Daniel Dietch	yes	<input checked="" type="checkbox"/>	no	_____

From: [Linda Miller](#)
To: [Daniel Dietch](#)
Subject: RE: Charter: Height, Density and Intensity
Date: Tuesday, July 12, 2016 2:43:31 PM
Attachments: [Olin - Opinion Sec 4.pdf](#)

Mayor:

Also, attached is Jean's opinion.

Linda

From: Daniel Dietch
Sent: Tuesday, July 12, 2016 12:50 PM
To: Linda Miller
Subject: Charter: Height, Density and Intensity
Importance: High

Madame Attorney,

When you have a moment, please send along our Charter Amendment related to requiring a referendum for any increases in height, density and intensity. Thanks.

Daniel

=====

Daniel E. Dietch

Mayor

Town of Surfside

9293 Harding Avenue

Surfside, FL 33154

Tel: 305 861-4863

Fax: 305 861-1302

Cell: 305 992-7965

E-mail: ddietch@townofsurfsidefl.gov

Web: <http://www.townofsurfsidefl.gov/>

MEMO

To: Linda Miller, Surfside Town Attorney
From: Jean Olin, Esq.
Re: Town Charter Section 4: “Regularly-Scheduled Election of Town of Surfside”.
Date: October 28, 2014

Pursuant to your request, I have researched the issue concerning interpretation of the phrase “regularly scheduled election of the Town of Surfside” contained in the last paragraph of Section 4¹ of the Surfside Town Charter (hereafter “Charter Section 4”), reading as follows:

...The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot *at a regularly scheduled election of the Town of Surfside* and approved by a vote of the electors of the Town of Surfside.

¹ Charter Section 4 reads in its entirety as follows:

Sec. 4. “General powers of town; powers not deemed exclusive”.

The town shall have all the powers granted to municipal corporations and to towns by the constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The town may acquire property within or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease, and may sell, lease, mortgage, hold, manage and control such property as its interests may require. Except as prohibited by the constitution of this state or restricted in this Charter, the town shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the town shall have and may exercise all powers which, under the constitution of this state, it would be competent for this Charter specifically to enumerate.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

(Emphasis added.) Specifically, the subject issue concerns whether the above-referenced language requires a Town election to amend the above portion of Section 4 occur only at time of a Surfside “General Election” held in March of even-numbered years, or whether such amendment may be placed on a Town ballot at election dates other than a Town General Election. For the reasons set forth more fully below, based upon applicable principals of statutory construction, the Charter subject language mandates that such election issue be placed on the ballot during a Surfside General Election.

I. FACTUAL BACKGROUND.

In 2003 the Surfside Town Commission adopted its Resolution No. 1662, placing a ballot measure on the Town’s March 16, 2004 General Election ballot, proposing an amendment to Section 4 of the Town Charter for the purpose of imposing restrictions on the allowable density, intensity and height of structures beyond that permitted as of said Election date, and requiring that any future change to this Charter language be presented to the Town’s electorate at a “regularly scheduled election of the Town of Surfside”; this measure was approved by the Town’s electorate, with election results accepted by the Town Commission via its Resolution No. 1670. Since 2004, Charter section 4 has been amended only once, via ballot measure placed on the Town’s November 6, 2012 Special Election ballot²--this amendment was for the sole purpose of “defining and clarifying³” the subject categories of land use (i.e., “density”, “intensity” and “height”), with no proposed changes to remaining Charter Section 4 language. A thorough review of the Town’s records pertaining to the legislative history and language of Charter Section 4 fails to reveal any discussion amongst the Town Officials elaborating upon the Town’s intended meaning of the phrase “regularly scheduled election of the Town of Surfside”.

II. MEMORANDUM OF LAW.

A. Applicable Legal Principles.

As a general rule, where the language of a particular law is clear and amenable to a reasonable and logical interpretation, that interpretation will control, as courts and other governmental bodies are without power to diverge from the intent of the Legislature⁴ as expressed in the law’s plain language. *See Starr Tyme, Inc. v. Cohen*, 659 So.2d 1064

² Surfside Resolution No. 2012-2096 called the subject 2012 Election.

³ See, Town Attorney’s “Report” dated March 9, 2010, at page 3, paragraph 7, setting forth the Town’s Charter Review Board’s proposed amendments to Charter section 4; see, also Town's Charter Review Board Resolution dated February 16, 2010, containing its recommended Charter changes, specifically renumbering Charter Section 4 as "section 7-5", proposing no change to the term "regularly scheduled election...”

⁴ As a fundamental principle of statutory construction, “legislative intent is the polestar that guides a Court's inquiry.” *State v. Rife*, 789 So.2d 288, 292 (Fla.2001) (quoting *McLaughlin v. State*, 721 So.2d 1170, 1172 (Fla.1998)).

(Fla.1995)⁵. However, a law’s plain and ordinary meaning will not control if it leads to an unreasonable result⁶ or a result clearly contrary to legislative intent. *See Gallagher v. Manatee County*, 927 So. 2d 914, 919 (Fla. 2d DCA 2006); and *City of Miami v. Romfh*, 63 So. 440 (Fla. 1913); in such cases, the courts will resort to canons of statutory construction for purposes of interpreting the unclear law.

In resorting to statutory construction, courts will give effect to all statutory provisions and construe related statutory provisions in harmony with another. *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452, 455 (Fla.1992). It is thus well settled that when two laws are in conflict, the more recently enacted law controls the older one⁷ (*See McKendry v. State*, 641 So.2d 45 (Fla.1994); *Florida Association of Counties, Inc. v. Department of Administration, Division of Retirement*, 580 So. 2d 641 (Fla. 1st DCA 1991), *approved*, 595 So. 2d 42 (Fla. 1992)), and that a specific provision of a law will be regarded as an exception to the general, broader provision so that both may be given effect⁸.

B. Legal Analysis.

We begin the analysis with Charter Section 4’s language: “regularly scheduled election of the Town of Surfside”⁹. On its face, the Charter requires that the election be a “Town of

⁵ *See, also, State v. Hubbard*, 751 So.2d 552, 561–62 (Fla.1999). When a statute is clear, we do not look behind the statute's plain language for legislative intent or resort to rules of statutory construction to ascertain intent. *See State v. Burris*, 875 So.2d 408, 410 (Fla.2004) (citing *Lee County Elec. Coop., Inc. v. Jacobs*, 820 So.2d 297, 303 (Fla.2002)). The plain and ordinary meaning of the words of a statute must control.

⁶ It cannot be said that it would be totally unreasonable for the Town to have intended that elections to amend the subject portion of Charter Section 4 be held only at time of the Town’s Regular Election--see, Miami-Dade County Charter Section 9.07(B) and (C), providing that County elections to amend its Charter “...shall be held in conjunction with the next scheduled general election...”

⁷ *State v. Bodden*, 877 So.2d 680, 685: (“[T]he legislature is presumed to know the meaning of words and the rules of grammar[.]”)

⁸ All parts of a legislative act should be read together to achieve a consistent whole. *Haworth v. Chapman*, 152 So. 663 (Fla. 1933); *Marshall v. Hollywood, Inc.*, 224 So.2d 743 (4 D.C.A. Fla., 1969), *writ discharged*, 236 So.2d 114 (Fla. 1970), *cert. den'd.*, 400 U.S. 964 (1970). If possible, a statute must be so construed as to reconcile any apparent inconsistencies and give meaning and effect to the language employed as a whole. *Wiggins v. State*, 101 So.2d 833 (1 D.C.A. Fla., 1958); *Arvida Corporation v. City of Sarasota*, 213 So.2d 756 (2 D.C.A. Fla., 1968). *See generally* 82 C.J.S. *Statutes* s. 346.

⁹ It cannot be credibly maintained that the Charter language “regularly scheduled election” was intended as a requirement that the *per se scheduling of elections* (to amend Section 4) be conducted in the “regular” manner, because such interpretation would of necessity infer that in the absence of such language, elections to amend the Town’s Charter could otherwise be scheduled in an “irregular” manner, which of course has no foundation in either law or practice. *See Carawan v. State*, 515 So. 2d 161 (Fla. 1987); *R.F.R. v. State*, 558 So. 2d 1084 (Fla. 1st DCA 1990) (court construing statute must avoid any construction that would result in unreasonable or absurd consequences); *Scudder v. Greenbrier C. Condominium Association, Inc.*, 663 So. 2d 1362 (Fla. 4th DCA 1995) (although court must ascribe plain

Surfside” election¹⁰, resulting in the sole issue concerning the definition of the words “regularly scheduled election”. In order to determine its meaning, “[o]ne looks to the dictionary for the plain and ordinary meaning of words.” *Specialty Restaurants Corp. v. City of Miami*, 501 So.2d 101 (Fla. 3d DCA 1987); and *Mandelstam v. City Comm'n of South Miami*, 539 So.2d 1139 (Fla. 3d DCA 1988). The available dictionary definitions define “regularly scheduled election” to mean “...a regularly scheduled local, state, or national election in which voters elect officeholders”. See, *Random House Dictionary*, *Dictionary.com* and *Cornell University Law School, Legal Information Institute’s WEX Legal Dictionary*. Significantly, the Florida Attorney General has also interpreted the term “regular election” to mean the General Election at which candidates are elected. Fla. Atty. Gen. Op. 2010-36.

Moreover, reading Charter Section 4 together with the following related Town Charter provisions governing elections evidences that the term “regularly scheduled election” is a term of art that has developed a particular meaning designed to draw a distinction between the Town’s “Regular” (a/k/a “General”) elections and the Town’s “Special” elections:

- Charter Section 97. “Time of Holding Elections”: “The *regular election* for the choice of members of the commission shall be held on the third Tuesday in March of each even numbered calendar year. ...*Special elections* to replace or amend the Town's Charter shall be held in accordance with the requirements of the Charter of Metropolitan Dade County, Florida, adopted pursuant to the authority of section 11, Article VIII, Constitution of the State of Florida...”
- Charter Section 105. “Charter amendments”, subsection (4): “ All elections held on the third Tuesday of March in even numbered calendar years, or any postponements thereof, for the election of commissioners shall be known as *general municipal elections*. All other elections shall be known as *special municipal elections*. ”¹¹

and obvious meaning to words used in statute, it should not interpret statute so as to produce unreasonable or absurd result).

¹⁰ Under the last antecedent doctrine of statutory interpretation, qualifying words, phrases, and clauses are to be applied to the words or phrase immediately preceding, and are not to be construed as extending to others more remote, unless a contrary intention appears. *City of St. Petersburg v. Nasworthy*, 751 So. 2d 772 (Fla. 1st DCA 2000); *Rich Electronics, Inc. v. Southern Bell Telephone & Telegraph Company*, 523 So. 2d 670 (Fla. 3d DCA 1988), *appeal after remand*, 548 So. 2d 1153 (Fla. 3d DCA 1989), *review denied*, 560 So. 2d 234 (Fla. 1990).

¹¹ See, also, Town Charter Section 103 “Ballots”: “All ballots used in any *general or special election* of commissioners held under authority of this Charter”; Town Charter Sec. 118 “Submission to electors of initiative petition”: “... If no *regular election* is to be held within such period, the commission shall provide for a *special election*. ...”; and Town Charter Sec. 16 “Procedure in Filling [Vacancies]”: “...Vacancies on the commission, if for an unexpired term of more than six (6) months, shall be filled by a *special election called* within ninety (90) days, or in a *regular election* ... ”

Reading Section 4 in pari materia with the remainder of the Charter thus leads to a logical and harmonious construction in which the words “regularly scheduled election of the Town of Surfside” is defined as the date on which the Town’s General Election occurs.

In addition to the above, Town Charter sections 97 and 97.1 set forth the Town’s *general* procedure for elections to amend the Town Charter: “Amendments to this Charter shall be proposed, presented or initiated and implemented in accordance with the requirements of section 5.03 of Article 5¹² of The Home Rule Charter for Metropolitan Dade County”--it should further be noted that the County Charter does not contain Section 4’s requirement that such Charter elections be held during a “regularly scheduled election of the Town”. However, when Charter sections 97 and 97.1 (the Town’s general procedure for Charter amendments) are read in pari materia with the more specific provisions of Charter section 4 (the Town’s specific procedure for amendment of Charter section 4’s land use cap), the specific provisions control as a matter of law in those instances when such Section 4 amendments are proposed. A specific statute covering a particular subject area always controls over a statute covering the same and other subjects in more general terms. *Adams v. Culver*, 111 So.2d 665, 667 (Fla.1959); *State v. Billie*, 497 So.2d 889, 894 (Fla. 2d DCA 1986), *review denied*, 506 So.2d 1040 (Fla.1987). The more specific statute is considered to be an exception to the general terms of the more comprehensive statute. *Floyd v. Bentley*, 496 So.2d 862, 864 (Fla. 2d DCA 1986), *review denied*, 504 So.2d 767 (Fla.1987). Under this rule, the subject portion of Charter section 4 that specifically addresses caps on allowable land uses, prevails over remaining sections of the Town Charter such as sections 97 and 97.1, which generally provide for a method of amending the Charter. To arrive at any other conclusion would render the specific mandatory language of Charter section 4 without meaning¹³.

Further, when two statutes are in conflict, the later promulgated statute should prevail as the last expression of legislative intent. *Sharer v. Hotel Corp. of Am.*, 144 So.2d 813 (Fla.1962); *State v. Ross*, 447 So.2d 1380, 1382 (Fla. 4th DCA 1984), *review denied*, 456 So.2d 1182 (Fla.1984). Charter sections 97 and 97.1 were originally enacted in 1964 (and amended in 1974), 40 years before the subject Charter section 4 language was adopted by the Town’s voters¹⁴. Therefore, as a matter of law, Charter section 4 prevails over Charter sections 97 and

¹² Due to County Charter revisions, the correct citation is Article 6, section 6.03 of the Miami-Dade County Charter.

¹³ “A basic rule of statutory construction provides that the Legislature does not intend to enact useless provisions, and courts should avoid readings that would render part of a statute meaningless.” *Id.* (quoting *State v. Goode*, 830 So.2d 817, 824 (Fla.2002)). “[R]elated statutory provisions must be read together to achieve a consistent whole, and ... ‘[w]here possible, courts must give full effect to all statutory provisions and construe related statutory provisions in harmony with one another.’ ” *Woodham v. Blue Cross & Blue Shield, Inc.*, 829 So.2d 891, 898 (Fla.2002) (quoting *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452, 455 (Fla.1992)).

¹⁴ See, “FACTUAL BACKGROUND” at I, hereinabove.

97.1 as the last expression of legislative intent on the subject of permissible elections for ballot questions proposing amendments to the last paragraph of Charter section 4, which interpretation results in the following:

- Surfside elections to amend the last paragraph of Charter Section 4 may be held only during the Town’s General Election; and
- Surfside elections to amend Charter provisions other than the last paragraph of Charter Section 4 may be held at either a Special or General Election of the Town.

Finally, it is significant to recognize that the relevant Town records have been reviewed, yet they fail to suggest that the Town Commission intended to permit amendments to the Section 4 language at other than a General Election¹⁵. It would appear, therefore, reading all of the above-cited Charter provisions in a manner to give effect to each and to fulfill the Legislature’s intent, that Section 4’s term “regularly scheduled election” should be interpreted to mean the Town’s General Election.

III. CONCLUSION.

Based upon the above analysis, it is my opinion that the language in the final paragraph of Town Charter Section 4, requiring elections to amend such language occur at a “regularly scheduled election of the Town of Surfside”, constitutes a restraint (albeit lawful) upon the Town with regard to the scheduling of such election, limiting such matter’s placement to a Surfside General Election ballot (i.e., the third Tuesday in March of any even-numbered year). The Town Commission may wish to consider a future amendment to Charter section 4 whereby future Section 4 amendments are not limited to placement on a Town ballot during the Surfside General Election.¹⁶⁻¹⁷.

¹⁵ The fact that the subject 2003 amendment to Charter Section 4 was placed on the Town’s 2004 General Election ballot supports the conclusion herein that the Town’s legislative intent was to ensure such amendments’ presentation to Town voters during a (“regularly-scheduled”) Town General Election. “Where a doubt exists as to the meaning of words, resort may be had to the surrounding facts and circumstances to determine the meaning intended”. *St. Lucie County Bank & Trust Co. v. Aylin*, 94 Fla. 528, 114 So. 438 (1927) Although the Town Commission’s subsequent action in placing a Section 4 amendment on the Town’s November 2012 ballot may possibly be interpreted as an indication of legislative intent, the Town’s records are devoid of any discussion of the issue.

¹⁶ Nowhere else in the Town Charter is there a provision restricting placement of a particular Charter amendment to a specific ballot.

¹⁷ Final postscript relative to future Town elections: in general, a private party may pay the Town’s election expenses related to proposed Charter amendments. See, Florida State Division of Elections Opinion 13-06.

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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
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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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Surf club / FOUR SEASONS

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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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April 13

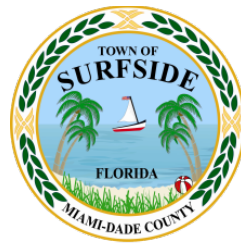
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April 13

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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 +.

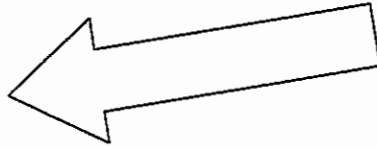
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [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 re- fusing to let people leave because they were indignant that a Jew should dictate to his majesty's government.

Sahwell's anger might be better directed toward the British, not only for the death of his grandfather but for their treatment of the Arabs, particularly in Jenin. Following the assassination of a British district commissioner by a Palestinian in Jenin in the summer of 1938, British authorities decided that a large portion of the town should be blown up as punishment.

On Aug. 25, 1938, a British convoy brought 4,200 kilos of explosives to Jenin for that purpose. According to a recently declassified British report, in that operation and on other occasions, Arabs were forced to drive "mine-sweeping taxis" ahead of British vehicles where Palestinian terrorists were believed to have planted mines, in order to reduce British casualties.

Last, the letter's headline is misleading -- unless one considers the United Nations's vote that created the state of Israel an act of terrorism.

RABBI KALMAN PACKOUZ

Miami Beach

Most recently, Sahwell criticized a column in the Miami Herald about Yasser Arafat.

Arafat didn't err

The Herald's Nov. 12 editorial *Death of Yasser Arafat* was one-sided. Three Israeli prime ministers, including the current one, engaged in terrorist acts. Also, the editorial repeats the belief that Arafat rejected a great opportunity at Camp David. In fact, the offer was a West Bank crisscrossed with roads under Israeli control, Israeli-controlled water resources and scattered Israeli Defense Force outposts.

The editorial calls the West Bank and Gaza Strip "disputed territories." Historically, the only countries using the term have been Israel and the United States. Ariel Sharon in 2003 finally uttered the truth when he told the Knesset, ``You may not like the word, but what's happening [in the West Bank and Gaza Strip] is occupation."

Some of Sahwell's more "local" writings

HERE'S HOPING MAYOR'S

RESPITE IS SHORT-LIVED

Editor,

Surfside Mayor Paul Novack deserves better. After years of honest and outstanding service in a county and state where politicians generally are slimeballs, he regrettably is not seeking reelection.

One can only hope this respite from elected office will be short-lived and that he comes back to a leadership position in county government or the School Board, or maybe even back to lead Surfside.

One cause of Mayor Novack exiting the stage at this time no doubt stems from the abuse heaped upon him by the Friends of Surfside Cats.

In a country that spends \$30 billion annually on pet care, yet allows one-quarter of its children to live in poverty, where many people have such a warped view of animals that they throw birthday parties for them, dress them up in cute outfits, and send them to spas, Friends of Surfside Cats typifies this sense of confused priorities.

Jay Senter, one of the group's main supporters, who doesn't even live in Surfside, wrote a Dec. 7 letter to Neighbors in which he waxed emotionally and nauseatingly about PeeWee, Bippy, Boppy, Ding-a-Ling (I'm not making this up) and all the other cute, frolicking feral cats.

That such a truly minor issue as feral cat colonies is used as a club to help drive one of Florida's only progressive public servants from continuing in office is irresponsible.

PETER SAHWELL

Surfside

SURFSIDE

RESIDENTS LOVE TOWN'S

CURRENT SENSE OF SELF

Editor,

Last week's obligatory negative letter about Surfside came care of real estate broker Marion Ott (*Cheapest is not always the best, Surfside, Aug. 8*).

You have to hand it to them, the forces of disgruntlement learned after the 2002 election at least to take the trouble of feigning interest in the town.

Apart from their generally whining tone, these carping letters show little sense of Surfside as a community of human beings; they do, however, betray their authors' wide-ranging obsession with property values.

What is lacking in the orchestrated wave of vituperation against former Mayor Paul Novack and current Mayor Tim Will is any positive value placed on building a healthy community.

Whereas Novack and Will have been part of and created numerous initiatives that relate to children and place a high priority on people, their opponents evince no passion about or have no new ideas concerning our youth or our elderly, or anyone for that matter except themselves and their sacred property.

Ms. Ott positively gushes about Miami Shores with its neat lawns and trees. Forget that most Shores residents probably couldn't afford their houses now, or that their children won't be able to afford to live there.

She also mentions Bal Harbour and Golden Beach, two little fantasylands that bring nothing to the table with regard to building or sustaining a middle-class community, even one as increasingly small and beleaguered as Surfside's.

My lawn is 90 percent weeds, and I have two plastic pink flamingos in front of my house. I hope we don't turn into the Stepford-like image of a real town that Ms. Ott and her ilk long for so desperately.

PETER A. SAHWELL

Surfside

Sahwell uses an email address andalus@mindspring.com. "Andalus" is the term used for Southern Spain by the Arabs who conquered and ruled that region for nearly 800 years. Sahwell claims he is Palestinian. Why then does he use this "handle" in communications? Does he feel a kinship to Arabs who conquer land? Could it be related to the fact that Spain has become a hide-out for many Al-Qaeda terrorists?

There are simply too many unanswered questions about Peter Sahwell.

Could Peter Sahwell be dangerous?



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April 13

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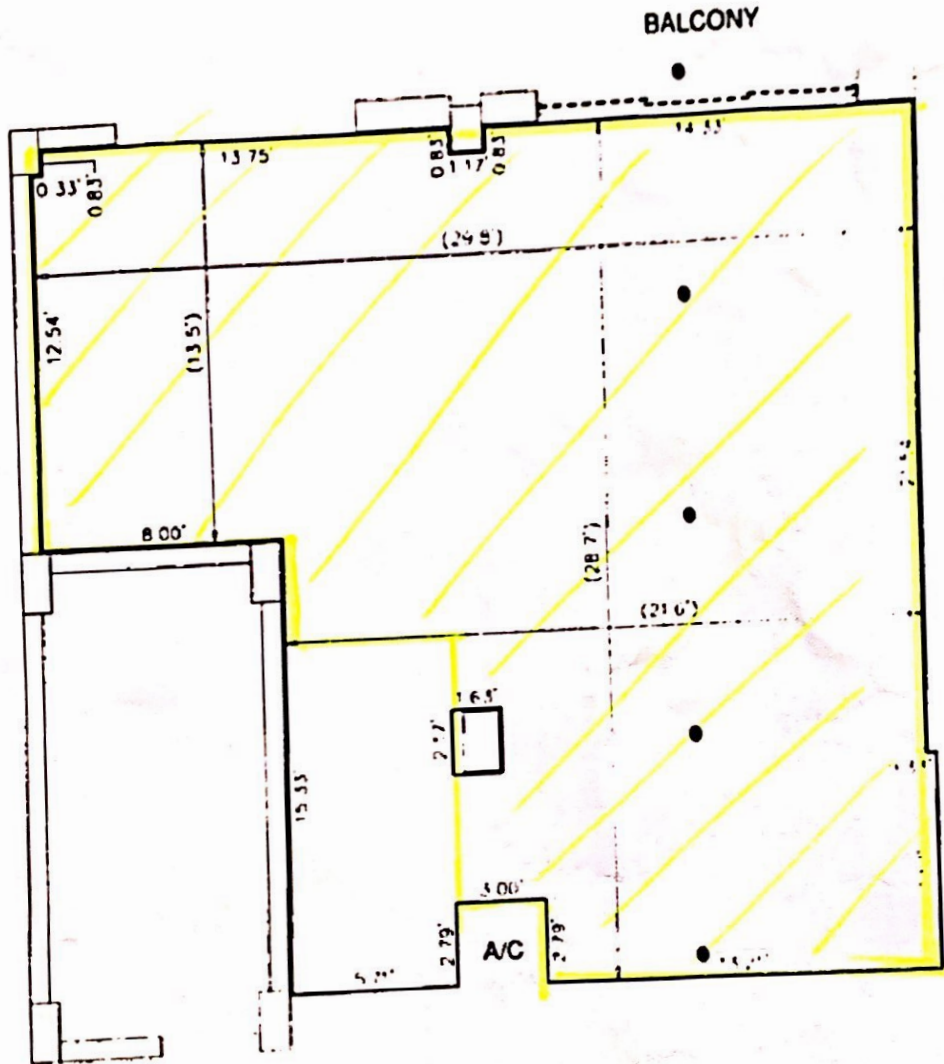
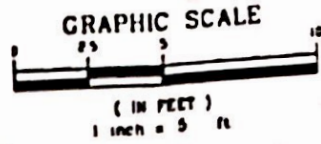
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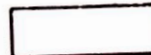
FLOOR PLANS WERE PREPARED FROM
ARCHITECTURAL DRAWINGS BY

ROBERT M SWEDROE
1111 LINCOLN ROAD, SUITE 300
MIAMI BEACH, FLORIDA 33139
PH (305) 673 6002



UNITS 313-1113, PH #13

LEGEND:

-  CONDOMINIUM UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENT

NOTE

THERE MAY EXIST SOME VARIATION BETWEEN THE PROPOSED IMPROVEMENTS AND THE IMPROVEMENTS AS CONSTRUCTED

- 19.01 - INDICATES MEASURED DIMENSION
- 9.00 - INDICATES DIMENSION PER ARCHITECTURAL DRAWING

TYPE "THE ISLANDER"

EXHIBIT 2

SHEET 13 OF 22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C. No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com FAX (A/C. No): 773-657-2010	
INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

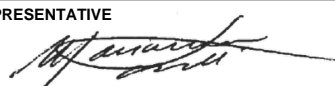
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C. No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com FAX (A/C. No): 773-657-2010	
INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

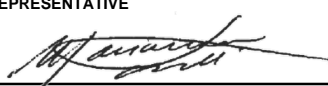
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Carlisle on the Ocean 9195 Collins Ave Surfside, FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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JOB COPY

TOWN OF SURFSIDE

APPROVED _____ Permit No. 20-736-BC
Address 9195 COLLINS Ave # 1013

Planning & Zoning Board _____ Date _____
Building Official [Signature] _____ Date 10.12.10
Chief Electrical Inspector _____ Date _____
Chief Plumbing Inspector _____ Date _____
Chief Mechanical Inspector _____ Date _____
Structural Engineer _____ Date _____
Public Works Director _____ Date _____



TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

Job Address: **9195 Collins Ave. - Unit #305** Permit No: **20-121** Processor: **U. Fernandez** Date: **Dec. 10, 2020**

Note:

The following comments are based on a review conducted to the extent that the information on the plans allow. More comments may arise after these comments have been addressed.

Comments:

1. All corrections to be done on originals no ink corrections accepted. Cloud and date all corrections and make reference.
2. Provide list of response to comments. (Answer Sheet) showing location of each correction (sheet number).
3. Please show on plans current Florida Building Code 2017 (6th Edition).
4. Determine on plans level of alteration as per **FBC Existing Building**.
5. Please provide a clear and proper Scope of Work and indicate all work being performed.
6. Please provide proper Floor Plan to scale, show all interior wall divisions and label each room.
7. Please specify on plans if Plumbing fixtures are to be replaced in their same location.
8. Please show compliance with **FBC 1207 (Sound Transmission)**.
9. This review has been conducted to the extent that the information on the plans allow. Further comments may follow.



TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

DATE: 11-16-20 NAME OF THE JOB: _____

ADDRESS: 9195 Collins Ave TYPE OF CONSTRUCTION: PLBG

- ① DERM
- ② PLANS LACK CLARITY. PROVIDE 2 SETS OF PLANS AS PER THE FLORIDA BUILDING CODE, 2017, BLDG. SECTION 107.1, 107.2.1.
- ~~③ SHOW LOCATION OF BATHROOMS ON PLANS.~~
- ~~④ PROVIDE A SCOPE OF WORK FOR PLBG ON PLANS~~

- ② CONTRACTOR RCL 11/16/20
 - ① DERM
 - ② PLANS LACK CLARITY. PROVIDE PLANS NOT WRITTEN IN INK, SEE FBC 2017, BLDG, 107.1 107.2.1

- ③ RCL 11/23/20 Bob 305-216-9276
 - ① DERM RCL 12.9.20



PERMIT NO.

APPLICATION NO.

AMOUNT DUE

BUILDING PERMIT APPLICATION

2017 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one)

- Structural
 Mechanical
 Electrical
 Plumbing
 Other
 Roof

JOB ADDRESS: 9195 Collins Ave, unit 1013, Surfside, FL 33154						
OWNER'S NAME: A AND M TEAM						
OWNER'S ADDRESS: 7900 TATUM WATERWAY DR #108, Miami Beach, FL 33141						
CITY: Miami Beach		PHONE# (240) 421-6466		FAX #		
FEE SIMPLE TITLE HOLDER'S NAME:			ADDRESS:			
CONTACT PERSON: MARINA KOSTIC			PHONE# (240) 421-6466			
EMAIL ADDRESS: mkostic.2020@gmail.com						
CONTRACTOR: FLAVIENNE SAINT ANNA M ANASTACIO						
MAIL ADDRESS: 100 Bayview DR #1930						
CITY: Sunny Isles Beach		STATE FL		ZIP CODE: 33160		
PHONE # (786) 780-1766		FAX #		EMAIL: mof7services@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: Marina Kostic
STATE OF FLORIDA
COUNTY OF DADE

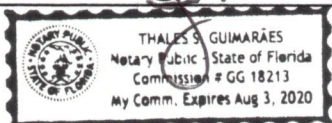
Sworn to (or affirmed) and subscribed before me
this 20th day of May, 20 20
by FLAVIENNE SANTANNA

Sworn to (or affirmed) and subscribed before
me
this 22 day of May, 20 20
by Marina Kostic

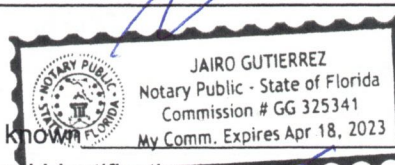
NOTARY: _____

NOTARY: _____

SEAL:



SEAL:



Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

Personally known _____
OR Produced Identification _____
Type of Identification Produced Maryland Driver's License

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY _____

AUTHORIZED BY _____



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/20/2020

Property Information	
Folio:	14-2235-043-0940
Property Address:	9195 COLLINS AVE UNIT: 1013 Surfside, FL 33154-3155
Owner	A AND M TEAM LLC
Mailing Address	7900 TATUM WATERWAY DR 108 MIAMI BEACH, FL 33141 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	720 Sq.Ft
Adjusted Area	720 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1965



Assessment Information			
Year	2019	2018	2017
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$236,600	\$225,353	\$225,353
Assessed Value	\$123,943	\$112,676	\$102,433

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$112,657	\$112,677	\$122,920

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
CARLISLE ON THE OCEAN CONDO
UNIT 1013
UNDIV 0.69832%
INT IN COMMON ELEMENTS
OFF REC 20196-4139

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/06/2019	\$100	31697-2956	Corrective, tax or QCD; min consideration
10/02/2019	\$274,900	31672-2065	Qual by exam of deed
03/01/2004	\$257,000	22168-1008	Sales which are qualified
03/01/2003	\$189,700	21120-2846	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



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TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

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HOME > INSTALLATION MATERIALS > WOOD & LAMINATE > UNDERLAYMENT

SIMILAR PRODUCTS



Whisper Mat So... \$135.00/ piece



Whisper Mat So... \$139.99/ piece



FloorMuffler 1... \$17.99/ piece



Sentinel Eco U... \$41.99/ piece



Eco Ultra Quie... \$69.99/ piece



Protecto Wrap... \$38.00/ piece

Whisper Mat Underlayment

Size: 150 SQ FT | SKU: 954205535 \$129.00 / piece Miami Gardens's everyday low price!



HOW MUCH DO YOU NEED?

QUANTITY OF PIECES

Quantity selector with minus, 1, and plus buttons

1 piece = 150 SQ FT | \$129.00

PICKUP OR DELIVERY

- Pick up in store - FREE
This item can be picked up TODAY local time)
51 pieces in stock - Miami Garde
Check Other Stores
Have it Delivered - Charges May

FREE In-Store

Contact Us

ADD TO

ADD TO MY PROJECT LIST



Search Floor & Decor

- TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

PRODUCT DETAILS

SOUND CONTROL AND MOISTURE RESISTANT MEMBRANE FOR ENGINEERED HARDWOOD, PARQUET AND LAMINATE FLOORING
Whisper Mat® HW is a peel and stick non-permeable sheet membrane, which reduces impact and airborne sound transmissions.

Whisper Mat HW combines sound absorption properties with moisture resistant properties making this an excellent system to enhance flooring installation performance.

FEATURES & BENEFITS

- Sound reduction ratings:
- 6" concrete floor: IIC 51 STC 52
- Sound transmission reduction: Delta IIC 22
• Protects flooring from subfloor moisture/vapor emissions
• Easy, installer friendly installation
• Commercial and residential applications
• Approved over radiant heated subfloors
• Uniquely thin system (1/8")
• Contact Protecto Wrap for additional testing information

BLOGS & VIDEOS

INSTALL & PRODUCT DOCUMENTS

YOU MAY ALSO LIKE

Product recommendations including EZ Foam Underlayment, Eco Ultra Quiet Premium Acoustical Underlayment, Floor Muffler LVT UltraSeal Floor Underlayment, Roberts Silicone Vapor Shield Underlayment for Wood Floors, and 12mm Cork Underlayment Sheets.

TOP RECOMMENDATIONS



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 12/31/2020

Prepared by: Mayor

Subject: High Water Bill

Objective: To reduce water bills by removing the burden of paying the millions of loans incurred by the former administration from water users only.

Consideration: ? No idea what this means.

Recommendation: Pass the plan to rebate the costs of the loan payments to water bill payers.



Town of Surfside

Charles W Burkett
1332 Biscaya Drive
Surfside FL 33154

For payments or questions:
9293 Harding Avenue
Surfside Florida 33154

Mon - Fri 9:00 AM - 5:00 PM
Phone: 305-861-4863

ACCOUNT NUMBER	05-05050-00
BILLING DATE	12/18/20
LAST BILL AMOUNT	\$621.93
YOUR LAST PAYMENT	-\$621.93
ADJUSTMENTS	\$0.00
BALANCE FORWARD	\$0.00
CURRENT CHARGES	\$483.90
TOTAL AMOUNT DUE	\$483.90
DATE DUE	01/26/2021

FAILURE TO RECEIVE THE BILL DOES NOT EXCUSE SERVICE DISCONNECTION AND ADDITIONAL FEES.

SERVICE ADDRESS: 1332 Biscaya Dr

RATE CLASS: RESIDENTIAL

SERVICE	SERVICE PERIOD	DAYS	METER NUMBER	MULT	UNITS	CURRENT	PREVIOUS	USAGE
Water	09/25/20 - 11/25/20	61	16980382			420	407	13
Sprinkler	09/25/20 - 11/25/20	61	16999817			1733	1706	27

DETAIL OF CHARGES

IMPORTANT INFORMATION

Service	Consumption	Charge	Total
WA BASE METER CHARGE		\$83.83	
WA COUNTY TAX		\$8.19	
WA USAGE LEVEL 1 (0 12,000 GAL)	13	\$52.65	\$144.67
TOTAL WATER			
SP BASE METER CHARGE		\$55.13	
SP COUNTY TAX		\$9.87	
SP USAGE LEVEL 1 (0 12,000 GAL)	27	\$109.35	\$174.35
TOTAL SPRINKLER			
SW COUNTY TAX		\$7.40	
SW BASE FIXED CHARGE	1	\$11.00	
SW SERVICE CHARGE BASED ON WATER CONSUMPTION	13	\$112.32	\$130.72
TOTAL SEWER			
STORMWATER UTILITY		\$34.16	
TOTAL STORMWATER			\$34.16

Important Notice from the Town of Surfside Utility Department:

The Town of Surfside will be implementing the final Utility rate increase for customers effective for meter readings occurring after October 1, 2020, as per Resolution 17-2467 and 17-2468 adopted on November 14, 2017. The rate increase will assist in recovering the cost of providing utility services, promote equity in utility rates, encourage water conservation throughout Town, and improve the Town's water and sewer infrastructure. For more information please contact 305-861-4863.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



9293 Harding Avenue
Surfside Florida 33154

ADDRESS SERVICE REQUESTED

BILL DATE	ACCOUNT NUMBER	DATE DUE
12/18/20	05-05050-00	01/26/2021
CYCLE #	SERVICE ADDRESS	TOTAL DUE
001	1332 Biscaya Dr	\$483.90

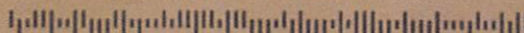
Amount Enclosed \$ _____

Please remit and make checks in US funds payable to:

TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE FL 33154-3009

949 1 AV 0.389

CHARLES W BURKETT
1332 BISCAYA DR
SURFSIDE FL 33154-3318





**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/1/2021

Prepared by: Mayor

Subject: Increased commercial airliner flights over Surfside

Objective: Invite our County representative to advise on what steps are and can be taken to address the increase in noise related to increase in commercial flights over Surfside.

Recommendation: Take the recommended steps to reduce the increase in flights over Surfside.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: Purchase or Lease of Electric Vehicle for Downtown Use

Objective: To take pressure off of the Abbott lot, provide for a higher utilization of the Abbott lot and provide easy, quick access for visitors wishing to shop at our downtown businesses.

Recommendation: Approve the purchase or lease of electric vehicle, like the one below, to run from 10am to 10pm from our South Harding lot to our downtown district on a constant loop. Charge dramatically less for the parking, or provide initial free parking to encourage visitors to use the lot. Of course, residents park free in the large lots.



Saved from sainty-ht.en.made-in-china.com

[Hot Item] Close-up Pictures of Electric Shuttle Bus (SHT-T14)

Basic Info Product Description Customer Question & Answer Ask something for more details (0) Model NO. SHT-T14 Fuel 100% Pure Electric Power Origin China HS Code 8703101900 Performance...



Saved by **Adrea Gibbs**

2

Electric Power

Electric Cars

Power Motors

Microcar

Bus Ride



[More information...](#)



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: One-way automatic gate at 96th Street and Bay Drive

Objective: To stop traffic from entering Bay Drive at 96th Street and provide a 'freeze gate' button for children crossing Bay Drive at 96th Street.

Recommendation: Approve the gate.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/23/2021

Prepared by: Mayor

Subject: Draconian fines for residents

Objective: Fines should be enacted to encourage compliance, not punish or financially destroy our residents. The fines currently in force are onerous, overly punitive and abusive.

For example, the fine for failure to license a dog after 30 days is \$3000, walking a dog without a leash, \$3000, failing to use a collar, \$3000, particles from a construction site blowing onto Town property, \$15,000, work without a permit, \$15,000, repairing a seawall, \$15,000 and on and on.

Recommendation: Design a system that encourages compliance without attacking residents with onerous fines.

RESOLUTION NO. 14 - 2234

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE FLORIDA, AMENDING THE SCHEDULE OF CIVIL PENALTIES AND ADMINISTRATIVE FEES TO BE ASSESSED FOR VIOLATION OF THE CODE OF THE TOWN OF SURFSIDE, AS PROVIDED IN CHAPTER 1 "GENERAL PROVISIONS", SPECIFICALLY SECTION 1-8 "PENALTY FOR VIOLATIONS", AND CHAPTER 15 "CODE ENFORCEMENT" SPECIFICALLY SECTION 15-18 "VIOLATIONS; SCHEDULE OF CIVIL PENALTIES"; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission approved a list of enforcement priorities for the Code Compliance Division on November 17, 2013; and

WHEREAS, the Town Administration reviewed the civil penalties and compliance periods for the priority items, as well as other code violations; and

WHEREAS, Resolution No. 1569 adopted on March 9, 1999, which addressed civil penalty schedules has been found to be inconsistent, outdated and no longer in keeping with the Town Code; and

WHEREAS, pursuant to Section 15-18 of the Code of Ordinances, violations of said Ordinance shall be subject to the imposition of penalties, pursuant to which the Town Commission may adopt from time to time by Resolution, a schedule showing the sections of the Code, ordinances, laws, rules or regulations, which may be enforced and, the dollar amount of civil penalty for the violation of such provisions; and

WHEREAS, except as otherwise provided in Chapter 15 above, Chapter 1 Section 1-8 provides a penalty for violations of all other Sections of the Code of Ordinances; and

WHEREAS, it is in the best interest of the Town to preserve the public health, safety and welfare of the residents and the Town Commission is charged with preserving and maintaining the aesthetic standards and preventing public safety hazards of the Town.

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

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization and Approval. The Town Commission authorizes and approves the Civil Penalties and Administrative Fees Schedule for Code Compliance and Enforcement Related Services.

- 1) Incorporated herein as Attachment "A" is a schedule of civil penalties and administrative fees adopted pursuant to Chapter 1 Section 1-8 and Chapter 15 Section 15-18 of the Code of Ordinances. Any sections of the Code not listed in the attached schedule, or for which a dollar amount of civil penalty for violation thereof is not listed, shall be subject to the imposition of penalties as provided under Section 1-8 and any other applicable penalty sections of the Code of the Town of Surfside. Each day of violation shall constitute a separate, punishable offense for which the daily penalty shall accrue.
- 2) For violations of any section of the Town Code for which a specific penalty is not prescribed herein, a penalty shall be imposed which shall not be less than \$25.00 or more than \$250.00 per day for a first violation and shall not be less than \$50.00 or more than \$500.00 per day for a repeat violation. For the purposes of continuing violations, each day shall constitute a separate violation.

Section 3. Effective Date. The Commission of the Town of Surfside hereby ordains that this Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED on this day of July 10, 2014.

Motion by ^{vice Mayor} Commissioner Tourgeman, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

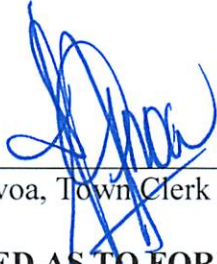
Commissioner Barry R. Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

Absent
Yes
Yes
Yes
Yes



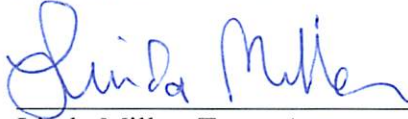
Daniel Dietch, Mayor

Attest:



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Linda Miller, Town Attorney

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Chapter 6	Alcoholic Beverages	Failure to comply or conform to any requirement of the Town Code relating to alcoholic beverages.	\$250.00	\$500.00
Section 6-8	Offenses, Miscellaneous Provisions	Failure to comply or conform to any requirement of the Town Code relating to music and/or entertainment.	\$100.00	\$200.00
Chapter 10-2	Animals	Killing birds and squirrels.	\$250.00	\$500.00
Section 10-28(c)	Animals	Allowing a dog to run at large	\$50.00	\$100.00
Section 10-28(c)	Animals	Allowing a dog to be improperly leashed	\$50.00	\$100.00
Section 10-30	Animals	Failure to license any dog	\$50.00	\$100.00
Section 10-32	Animals	Failure to remove fecal excrement	\$100.00	\$200.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, into any store where food for human consumption is sold or held for sale.	\$50.00	\$100.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, at any time to any public beach in town.	\$100.00	\$200.00
Section 10-34	Animals	Failure to have one's dog properly collared.	\$50.00	\$100.00
Section 10-36	Animals	Keeping or harboring any dog that engages in frequent or habitual barking, yelping or howling; that is mean or vicious; that becomes a nuisance.	\$50.00	\$100.00
Section 10-36	Animals	Any cruelty to a dog, as defined.	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Performing mechanical or hand abrasive operations involving removal of paint, rust or other materials from any source resulting in particles that can float, drop, or be blown to adjoining property or into public ways or streets.	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Failing to confine all loose particles and abrasives from processes involving use of air pressure applications with suitable means to prevent their transferring to the ground,	\$250.00	\$500.00
Section 14-28,90-37	Buildings and Construction	Performing or having performed work without first obtaining required permit.	\$250.00	\$500.00
Section 14-87	Bulkheads	Construct any groin, bulkhead, seawall, jetty, breakwater or other protective work or to place any permanent or temporary structure of any nature whatsoever east of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-87	Bulkheads	Repair, extend, alter or replace any existing structure lying east of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-88	Bulkheads	Erect any structure within 20 feet west of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-88	Bulkheads	Repair, extend, alter or replace any existing structure lying within 20 feet west of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-102	Bulkheads	Erect any structure within 20 feet landward of the Indian Creek bulkhead line.	\$250.00	\$500.00
Section 14-102	Bulkheads	Repair, extend, alter or replace any existing structure lying seaward of the Indian Creek waterway or existing bulkhead or within 20 feet landward of such bulkhead line..	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Section 18-85 (a)	Businesses (Civil Fines and Penalties)	First Violation (Sidewalk Café Ordinance)	\$100.00	Second violation within the preceding 12 months: \$250.00. Third violation within the preceding 12 months: \$500.00. Fourth violation within the preceding 12 months: \$750.00. *Fifth violation within the preceding 12 months: \$1000.00. **Sixth violation within the preceding 12 months: \$1000.00.
Section 18-88 (g)	Businesses (Permitted areas; conditional permit; town manager's right to remove sidewalk cafes)	Failure to respond to Town Manager's emergency notifications, and removal of sidewalk café furnishings by Town.	\$1,000.00	
Section 34-30	Buildings and Construction	Unlawful connection of any sanitary sewer drains to the town's drainage system.	\$250.00	\$500.00
Section 34-30	Buildings and Construction	Unlawful connection of any storm drains to the town's sanitary sewer system.	\$250.00	\$500.00
Section 46-1	Health	Violation of the Florida Department of Health and Rehabilitation Services, or responsible department or agency.	\$250.00	\$500.00
Section 54-62	Offenses, Miscellaneous Provisions	Drinking any beer, wine or any other alcoholic beverage on any street, sidewalk, pedestrian mall, alley, highway, playground or park in the town.	\$100.00	\$200.00
Sections 54-78 to 54-79	Offenses, Miscellaneous Provisions	Creation of any prohibited noises at any prohibited times or locations.	\$100.00	\$200.00
Section 78-51	Sewers and Sewage Disposal	Construction or maintenance of any septic tank or sanitary privy.	\$100.00	\$200.00
Section 78-54	Sewers and Sewage Disposal	Discharge into the town's sanitary sewer any prohibited material or substance.	\$250.00	\$500.00
Section 90-41.1(c)(2)	Zoning - Resort Tax and Enforcement	Resort Tax violations are subject to the following fines. The special master may not waiver or reduce fines set by this section.	\$500.00	Second violation within the preceding 12 months: \$1,500.00. Third violation within the preceding 12 months: \$5,000.00. Fourth or greater violation within the preceding 12 months: \$7,500.00.
Section 90-184	Bulkheads	Erect, repair, extend, alter or replace: Dock and pier projecting into Biscayne Bay waterway beyond the waterway line more than 20 feet. Dock and pier projecting in Indian Creek waterway beyond the waterway line more than 10 feet. Dock and pier projecting into Point Lake waterway beyond the waterway line more than 15 feet.	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Section 90-187	Bulkheads	Construction, repair, alteration, extension or replacement of any bulkhead, sea wall, shore protection or any structure on Biscayne Bay, Indian Creek and Point Lake without required permit.	\$250.00	\$500.00

Note: All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense.

- * Also subject to suspension of sidewalk café permit for one weekend (Saturday & Sunday).
- ** Also subject to revocation of sidewalk café permit for the remaining portion of the permit year.

ADMINISTRATIVE FEES, ABATEMENT COSTS, AND OTHER CIVIL FINES

Issue	Description	Fee	Fine	Note
Code Compliance Abatement	Fees based on actual costs incurred and staff time	Contractor Costs and/or staff hourly costs		
Code Compliance Abatement Related Administrative Fees	Fees based on actual costs incurred and staff time	Fees based on actual staff hourly costs for administrative process		
Lawn Cutting & Clearing Cost	Per Lawn Cutting Service	Fees based on actual Contractor costs and/or staff hourly costs		
Code Compliance Lawn Cutting Administrative Fee	Per Lawn Cutting Service	\$125.00	\$25.00	per occurrence
Trash & Debris Over-the-Limit Pick-Up Fees & Fines	Per cubic yard fee:	\$15.50	\$25.00	per occurrence
Construction Debris Pick-Up Fee & Fines	Per cubic yard fee:	\$30.00	\$25.00	per occurrence



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 4/2/21

Prepared by: Mayor

Subject: Surfside's brand name, Miami's uptown beach town.

Objective: Reword our brand, which sends an inaccurate message, to reflect our residents' vision of Surfside as a small-town oasis.

Recommendation: Revise the brand to better reflect our resident's vision. The current brand-name implies we are the uptown portion of a downtown, Miami Beach, which we are not. Nor do we want to be a worldwide tourist hotspot, nor do we want to be an overcrowded, overrun, over busy municipality. We want to be what we've always been – a slice of paradise, catering to our families, offering them an unparalleled way of life – with a visitor component that can accommodate the friends of our families, and a very limited number of tourists who want to come and enjoy the slice of paradise that our unique location and combination of amenities offers.

I believe that the brand should be revised to say, Miami's beachside oasis, or something along those lines, reflecting a peaceful, serene, high quality, small-town.



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021
Prepared by: Commissioner Charles Kesl
Subject: Daylight Plane requirement for new construction

Objective: Ensure residents in their homes and others in Town properties stay in adequate Florida sunshine, not total dark shadow of neighboring new construction projects, while considering and not unduly burdening creativity and viability of new projects.

Consideration: When new construction maximizes cubic area allowed, walls often head straight up to the maximum and make a 90 degree angle to a flat roof. By design, this limits the sun to anything below. If or when the sun shines at that angle, it is blocked.

Consider how dark the beaches of Bal Harbour are compared to Surfside much of the day. That is because the height of the building is higher and the setback from the beach is shorter in Bal Harbour than in Surfside.

Daylight Plane assessment is a method by which other municipalities have secured more sunshine, air and space to communities and softened the transition from one neighborhood to another, and one property to another. It is in use in Sarasota, Florida, the county and the city. The information here is taken from Sarasota as well as other Towns and resources, and should be verified by Town staff and professionals as it is being considered.

Language is important so I tried to maintain its detail to get the benefit of any prior review.

“Daylight plane” is intended to provide for light and air, and to limit the impacts of bulk and mass on adjacent properties.

“Daylight plane” means a height limitation that, when combined with the maximum height limit, defines the building envelope within which all new structures or additions must be contained.

The daylight plane is an inclined plane, beginning at a stated height above average grade and extending into the site at a stated upward angle to the horizontal up to the maximum height limit.

The daylight plane may further limit the height or horizontal extent of the building at any specific point where the daylight plane is more restrictive than the height limit applicable at such point on the site.

Consider it the vertical counterpart to setbacks, which determines the maximum height that a building can be. Like the setbacks, the daylight plane is invisible but crucial. Careful consideration of the requirements can cause design-altering and livability-altering consequences if ignored.

Consider a “hip” style roof, common in Surfside. This is one shaped like a pyramid that, when secured with straps, historically is the type of roof that has received the best discounts for insurance. The angle of the roof is the building’s “daylight plane”. At a certain height, it cuts at a certain angle to the height of the roof and the building.

Mansard style roofs also have a daylight plane up to the point of the flat part of the roof.

A common use of daylight plane in other city ordinances seems is below. (The height at which the daylight plane begins is typically lower in sensitive and historic areas.)

- Angle of forty-five degrees vertically measured from side yard setback lines.
- Begins at 25 feet above FEMA or state-mandated elevation.
- Exceptions that can break the perimeter of buildable structure, other municipalities have chosen to include, are: roof overhangs that are 3 feet or less, dormers that do not exceed 12 feet in combined length or 25% of the length of the side where the dormers are located.

The daylight plane requirements typically do not apply to the side yards of a property contiguous with a Right of Way, based on my layman’s research.

All the major environmental assessment standards award credits for daylight, my research to date shows, with Europe leading the way. Daylight contributes to health and wellness at home and work, whether indoors or outdoors.

Recommendation: Consider daylight plane as a solution to be incorporated into the Zoning of Surfside.

Daylight plane is a solution for other municipalities facing Surfside’s challenges of maximized cubic areas for new construction, and the bulk and mass.

It provides for transition from property to property and allows for sunlight, air and open space, which in recent years have been denied to many of our neighbors in Surfside when a property is sold and reconstructed, or more often sold, torn down and constructed anew.

This is a new idea and like other new ideas are not in the most recent code nor in the previous code. It does not require reconciliation to release a “more restrictive and best” of the two Codes. Therefore, considering it along with other new initiatives, will likely take time for due diligence and assessment, and time is of the essence if we are to release the Code. And that does not include time to take to voters for them to approve, which must be done with any changes to density and intensity which includes increasing height maximums. The entire new Code should be taken to voters to approve, with requirements

raising the bar to amend, to prevent the creation of loopholes and secure Surfside's "small town" way of life.

Daylight plane requirement should be integrated in the Town's plan because it allows for transition between structures and makes a community healthy. It can be integrated now, I believe renderings will show. Even new construction raised to FEMA levels will have more than adequate options for a beautiful home for a family. It just will not be as big as some would like. I expect to hear economic and other arguments against it, as I have heard. I believe as those who have come before us that Surfside's value is in its common-sense code that differentiates us and makes our neighborhoods livable and desirable.

New construction must rise above FEMA designated levels, but existing construction, streets, utilities and everything else in Town do not. The Town needs a master plan for all to get to FEMA to currently required minimum heights above sea level for new construction, and perhaps to go even higher. The master plan needs to be done in conjunction with FEMA and other leading authorities. We are part of a region and cannot and should not go it alone on a master plan for the Town as it faces imminent threat of rising and surging sea levels into the future.

We do deserve daylight, now and into the future.



**Town of Surfside
Town Commission Meeting
June 8, 2021
7:00 pm**

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

Date: May 28, 2021

Prepared by: Charles Kesl

Subject: Abandoned Sports Equipment on Streets, unmarked unattended

Objective: Accountability for Sports Equipment including Basketball Nets on Town streets, of unknown origin, ownership and accountability.

Consideration:

Basketball nets and other sports equipment show up on Town streets, and are left for days, weeks and years, often with little or no use. The gear poses a hazard from wind or passersby pushing over, not to mention tropical storms and hurricanes. Hurricane season starts now, June. The gear takes up parking spaces, prevents the streetsweeper from sweeping in its position, often curbside. The equipment collects debris heading downhill to the sewer drain. The equipment is of unknown origin and serves sports enthusiasts sporadically from time to time from a home or two or more, as well as those walking to the area from areas nearby.

Who is accountable for the equipment in a hurricane or if at anytime it falls or tips over, damages a vehicle or injures a person or child?

Why is it allowable for this use of public spaces for private uses but there are signs at street ends that sprung up: "No Kayak Launching", "No Kayaks", and "No Kayaking" depending on the mood, message or perhaps resident complaint of the day. I have seen no one store his or her canoe, Sunfish sailboat, Windsurfer, dinghy, raft, kayak, or paddleboard on an off-street public right of way, beyond the street end, for an hour or a day, certainly not for months or years. Basketball nets in Town have at certain locations become semi-permanent fixtures on public streets themselves, not just on off-street right of ways. Children discover and play as if it was a safe Town sanctioned activity, when it is not in a safe park it is in a public street with car transportation posing a constant threat to safety.

If sports equipment is allowed to remain in our public streets unchecked, why not mulch drop off depositories to be shared among neighbors? Why not bookstands to "lend a book, borrow a book"? Why not "Fruit or vegetable sharing baskets" or "share a plant" bins with

propagated cuttings of sustainable, Florida friendly native and non-native flora samples? Composting bins to dump food waste? Retention barrels for water collection and rainwater access – better than saline rich and mineral heavy well water that can scorch your lawn and stain and discolor your swimming pool? These are all I argue better ideas than abandoned top-heavy and inconsistently maintained sports gear in our streets, which as we often talk about are confronting high risk speeding vehicles.

Recommendation:

Apply common sense and safety to this issue. Just as other things from trailers to bulk items are not allowed to be left unattended over time on our streets or adjacent right of ways, sports equipment should simply be removed after use. Customary use of the streets for stickball, hopscotch and catch are fine.

For sports equipment left behind or abandoned, notices or other alerts can be distributed to adjacent property owners to give notice in the first year so as not to surprise anyone who may be used to the nonchalant approach. Abandoned equipment should be removed by Code enforcement and can be repurposed and donated to not for profits such as the YMCA and YWCA, and Boys and Girls Clubs, and public and secondarily private, not for profit schools. Do not license equipment for street use or provide operator permits as done with beach furniture. High maintenance, confusing, unnecessary on public streets which have a history of customary uses as well as uses not permitted. This is also similar to the history of public beaches, which shared the history of customary uses as well as uses not permitted, for nearly a century, before beach furniture operator formal permitting process sanctioned a special right of special access only for certain private business enterprises, hotels and condominiums.



MEMORANDUM

To: Commissioner Eliana Salzhauer

Cc: Mayor Charles Burkett
Vice Mayor Tina Paul
Commissioner Nelly Velazquez
Commissioner Charles Kesl

From: Tim Milian, Parks & Recreation Director
thru Andrew Hyatt, Town Manager

Date: June 22, 2021

Subject: Epinephrine Auto-Injectors (EpiPen) Policy Discussion

The request for consideration to the Town of Surfside stocking EpiPens was first brought to the Parks and Recreation Committee members on November 26, 2018. Commission liaison, Commissioner Tina Paul, was asked to bring the item forward for Commission direction. On June 11th, 2019 the stocking of EpiPens at the Surfside Community Center and 96th Street Park was vetoed by the Commission.

On May 14th, 2021, Commissioner Salzhauer requested that the stocking of EpiPens at the Surfside Community Center and 96th Street Park be placed on the June Commission meeting agenda. Due to the passed submission deadline, it was agreed to be placed on the July agenda.

The majority of information in the memorandum from June 11th, 2019 Commission Meeting is still accurate with a few highlighted changes.

Since then, the Parks and Recreation Department has researched the operational feasibility of Surfside stocking and administering EpiPens for severe allergic reactions. Through professional outreach and contact with the Florida Recreation and Parks Association and other municipalities, we have been unable to identify any municipality within the State of Florida that currently has an EpiPen program in place.

The Florida League of Cities (League) was also contacted again in May 2021 to ascertain if it was aware of any municipalities that had/have implemented an EpiPen program; the League was not aware of any existing programs. Additionally, the League informed the Town there could be significant liability upon the Town should non-medical personnel administer the pen acting in the capacity of a Town employee.

Jonathan Jaramillo from Florida League of Cities recommended that the Town not adopt an EpiPen program for the following reasons:

1. Will expose the town to higher liability;
2. No other municipality has EpiPen programs and hence no coverage with FMIT or program as a result of point #1; and

3. EpiPen are not generic and are prescribed by a physician based on his/her patient's characteristics.

The following information has been ascertained by the Parks and Recreation Department:

- Miami-Dade County Public Schools do not have an EpiPen program in place (May 2021).
- Haulover Rescue Station 21 is 1.6 miles away from the Community Center. This station is normally the first to respond when Surfside calls Emergency Medical Services. Typical response time is approximately 5 - 8 minutes.
- The State of Florida has adopted Sections 381.88 and 381.885, Florida Statutes, governing emergency administration of EpiPens. In order to stock and administer EpiPens, an "authorized health care practitioner" is required to prescribe the EpiPen in the name of the "authorized entity". The Office of the General Counsel, Florida Department of Health, has advised and confirmed that the Town of Surfside and the Community Center appear to meet the statutory definition of an "authorized entity" who may acquire and stock EpiPens pursuant to a prescription. When asked as to how the Town would obtain a prescription for the EpiPens from an "authorized health care practitioner", the Department of Health would not provide legal advice on how to obtain a prescription on behalf of the Town of Surfside, and indicated that the individual certified pursuant to Section 381.88, Florida Statutes, would obtain a prescription from their health care provider. The authorized entity would designate employees or agents who have undergone training and have obtained a certification to administer life-saving treatment as responsible for the storage, maintenance, administration and general oversight of the EpiPens acquired by the authorized entity.
- Lifeguard certifications do not cover the administration of the EpiPens; however, lifeguards are trained to assist an individual self-administering an EpiPen.
- Current job descriptions do not require the American Red Cross EpiPen training; therefore, training, job duties and reclassification will be necessary, resulting in a one-time total cost of \$18,000.
 - o EpiPen Program Supervision: Superintendent and Aquatics Supervisor
 - Responsible for organized program implementation, ensuring integrity and delivery standards are met, organizing regular staff trainings, purchasing and stocking the products, monitoring the condition of the prescriptions and overall day-to-day program supervision.
 - o EpiPen Administration Staff: 13 current Full Time Parks and Recreation staff members, subject to expand coverage to include Part Time staff.
 - Responsible for participating in all required EpiPen trainings and for administration of injection according to regulated training should a patron or visitor experience anaphylaxis.

The American Red Cross offers a 45-minute training course that would certify staff to administer the EpiPens.

- Anyone of any age can receive the American Red Cross EpiPen administration certification, not limiting the certification to lifeguards exclusively.

Eligible Staff would then have to be approved and certified by the State:

- In order to be approved and certified by the State, each applicant must be 18 years or older (not all of the lifeguards and staff are over 18 years of age), must successfully complete an educational training program or hold a current state emergency medical technician certification.

Thorough trainings and certification would be vital for the personnel.

Examples such as the inherent risks in applying an EpiPen if not needed would be identified. This wrongful administration would present the risk including, but not limited to: increased heart rate, local reactions, injection site pallor, coldness and hypesthesia or injury at the injection site resulting in bruising, bleeding, discoloration, erythema or skeletal injury.

The breakdown of the cost below is only the upfront cost of training, obtaining certifications and purchasing the EpiPens.

- American Red Cross Course: \$12 for certification, expires every 2 years and takes 45 minutes to complete.
- Department of Health Certification: \$25 and expires March 1st of odd years (ex. 2021).

Number of Staff	Location	Equipment (1 = 2 pack)	Costs
13 FT Employees 27 PT Employees	Community Center	1 adult, 1 junior at CC 1 adult, 1 junior at park	Staff \$1,480*(**) Equipment \$1,440

*Excluding turnover and is subject to change based on department staffing. **Excluding the additional cost of having facilities staffed during all hours of operation.

From May 2020 to May 2021, the town has had a turnover of 3 full time and 12 part time employees.

Estimated cost of EpiPens (the two pens listed below have a duration or life of 12 months):

Product	Strengths	Price (quote received)
EpiPen; EpiPen Jr.	.15 mg; 3 mg	\$786.78 (.3mg) \$963.39 (.15mg)
Auvi-Q	.1 mg; .15 mg; .3mg	\$5,125 (.1mg) \$5,125 (.15mg) \$5,125 (.3mg)
Generic Brand	.15 mg; 3 mg	\$449.99 (.3mg) \$449.99 (.15mg)

If the EpiPen program were to be implemented, First, the Town would need to obtain additional direction and confirmation from the State Department of Health on how to obtain a prescription for the EpiPens in the name of the Town under Section 381.88, Florida Statutes (the most current State Department of Health opinion provides that the prescription would need to be issued to the certified individual). Secondly, staff would have to be properly trained and certified for the program. Thirdly, the Town would need to identify and engage an "authorized health care practitioner" (unknown cost) to prescribe the EpiPens. Fourth, the Town would need to schedule and have certified individuals on hand during all days of operation, authorized to administer the EpiPens. An estimated start date cannot be adequately provided, due to the unknown resources that are necessitated by the program and the ability to secure them. If the program was developed and implemented, it would be a continuous program with no end date. Factors such as an agreement with an "authorized health care practitioner" or unknown policies could affect the term of the program.

The Administration is seeking direction from the Town Commission on whether to conduct further evaluation of the EpiPen program and create a plan for the implementation of the program.



**Town of Surfside
Town Commission Meeting
August 10, 2021
7:00 pm**

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

Date: 6/23/21

Prepared by: Mayor

Subject: Private security service

Objective: Hire private security services for the business and residential district

Recommendation: It is clear that the challenges over the last year have increased the need for additional policing. Surfside has a small police force that is being tasked with an overwhelming number of requests for service. Beach Policing, double parking, increased homeless and other necessary imperatives are infringing on our Police Departments regular duties and their ability to effectively do their work.

Solution: Hiring additional police officers has become extremely challenging recently. Given same, as a stop-gap measure, many municipalities, including our neighbor Miami Beach, has undertaken to hire private security services to supplement their police force. Surfside needs to do the same. Additionally, there may be federal funds available given newly released information from the US government.



**Town of Surfside
Town Commission Meeting
August 10, 2021
7:00 pm**

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

Date: 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







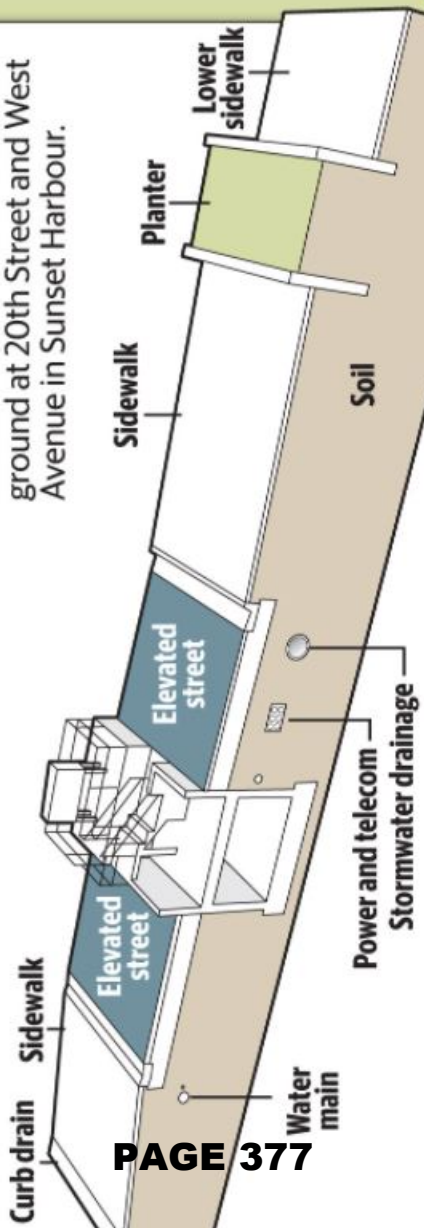
NO KAYAKS,
PADDLEBOATS,
OR SWIMMING
BEYOND THIS POINT



NO SKIING
PADDLEBOARD
LASKING
SWIMMING

20th Street at pump station 3

The control panel for a pump station now rises out of the ground at 20th Street and West Avenue in Sunset Harbour.



PAGE 377



MARCO RUIZ mruiz@miamiherald.com

Source: City of Miami Beach





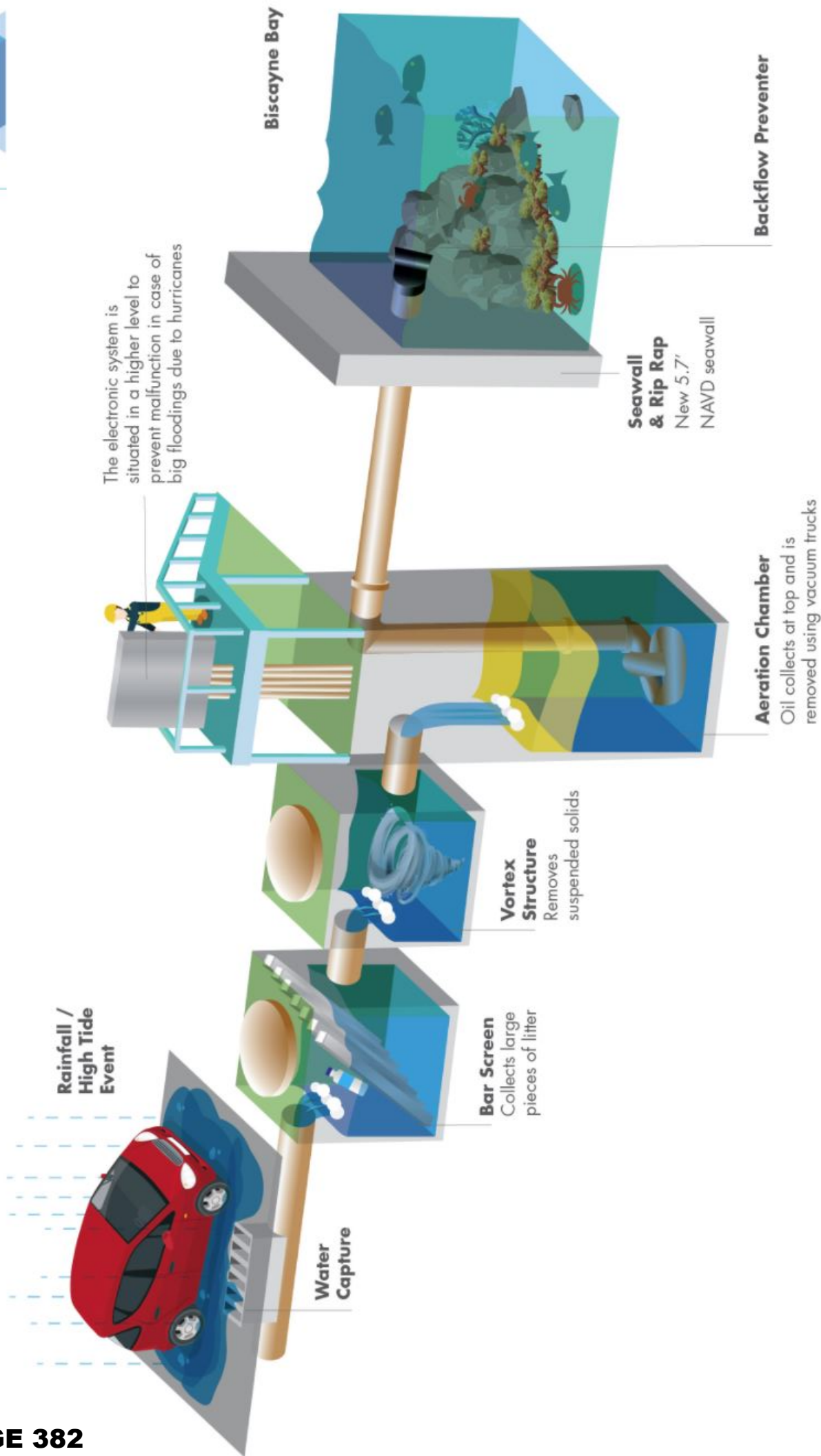
PAGE 379

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



Not only can giant structures be moved, they can be raised.



Moving structures is much harder, than raising them, however that's done all the time too.



But, in the end, you can move anything,
including large and very old homes.



The question is...not can you raise a home,
but how high do you want to raise it?



Once you've decided on the height, then you insert/install the new support structure.



Some homeowners will build storage or entrance features in the new “elevation space” that are “flood risk” uses.



Some will just have empty space and a large open area underneath their home, satisfied that their home is now out of flood danger.



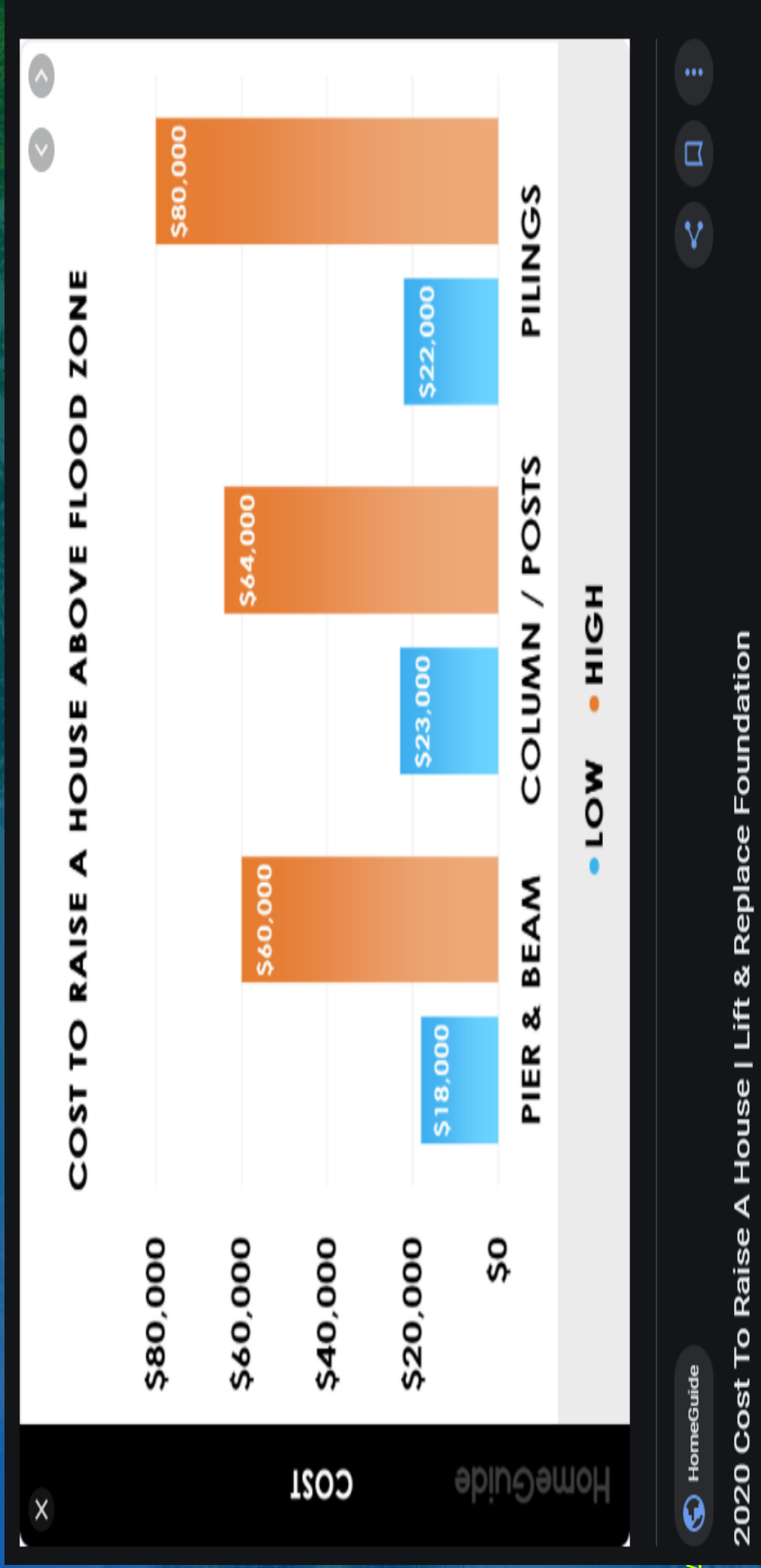
ADD A



In the end, once all the work is done, the project looks like it was designed to be elevated.



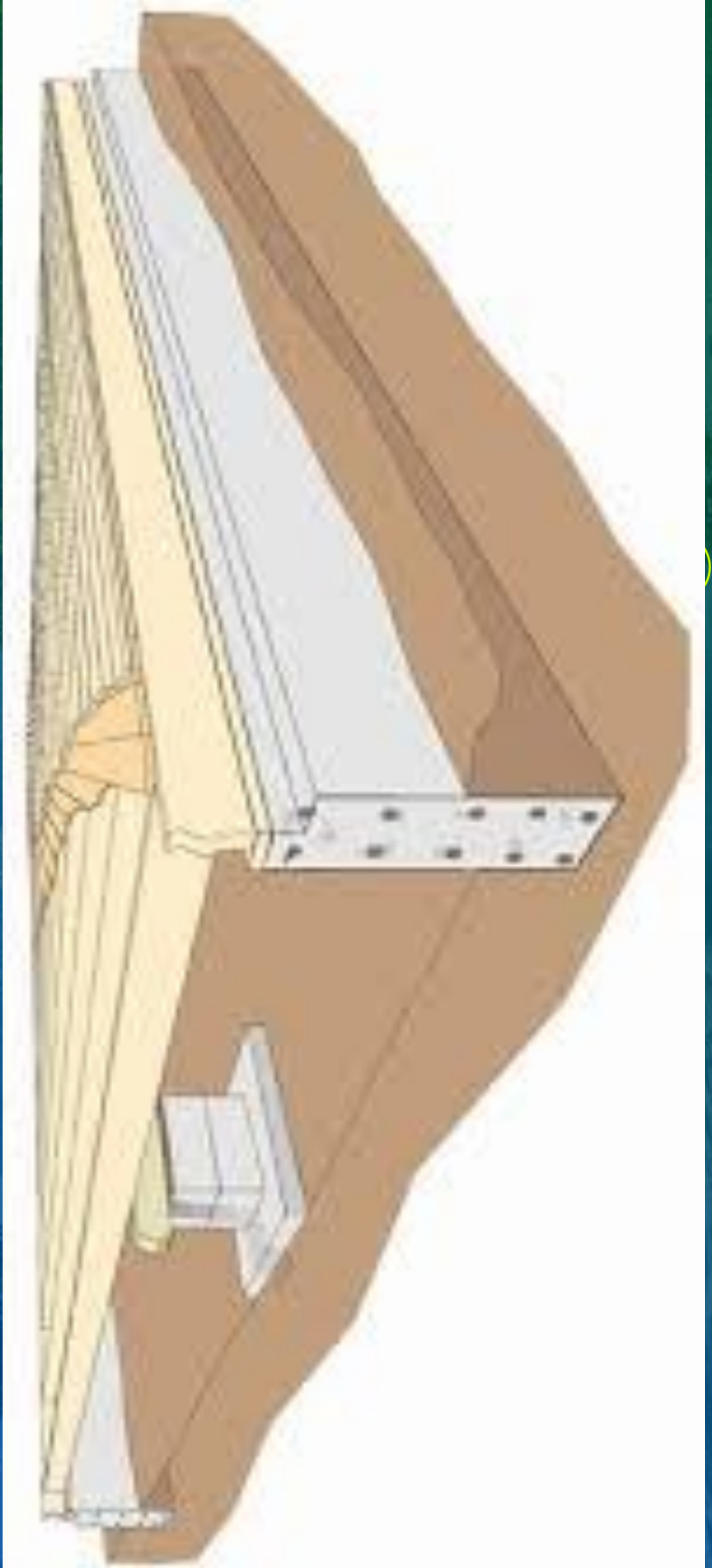
What are the costs and the 3 types of elevation options? For an average home, between \$18,000 and \$80,000 to raise it.



Column and post looks like this.



Pier and beam looks like this.



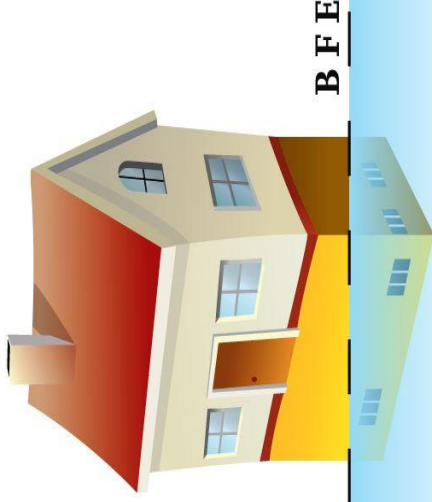
Finally, Pilings foundation looks like this.



What are the cost savings for raising a home besides the increase in value of the home?

**PREMIUM AT 3 FEET ABOVE
BASE FLOOD ELEVATION**

\$427/year
\$4,270 / 10 years



**PREMIUM AT
BASE FLOOD ELEVATION**

\$1,410/year
\$14,100 / 10 years



**PREMIUM AT 4 FEET BELOW
BASE FLOOD ELEVATION**

\$9,500/year
\$95,000 / 10 years



*\$250,000 building coverage only (does not include contents), AE (high to moderate risk) zone, single-family, one-story structure without a basement at: 4 feet below Base Flood Elevation (BFE); at BFE; and at 3 feet above BFE. (Rating per FEMA flood insurance manual, October 1, 2012). The illustration above is based on a standard National Flood Insurance Program (NFIP) deductible.



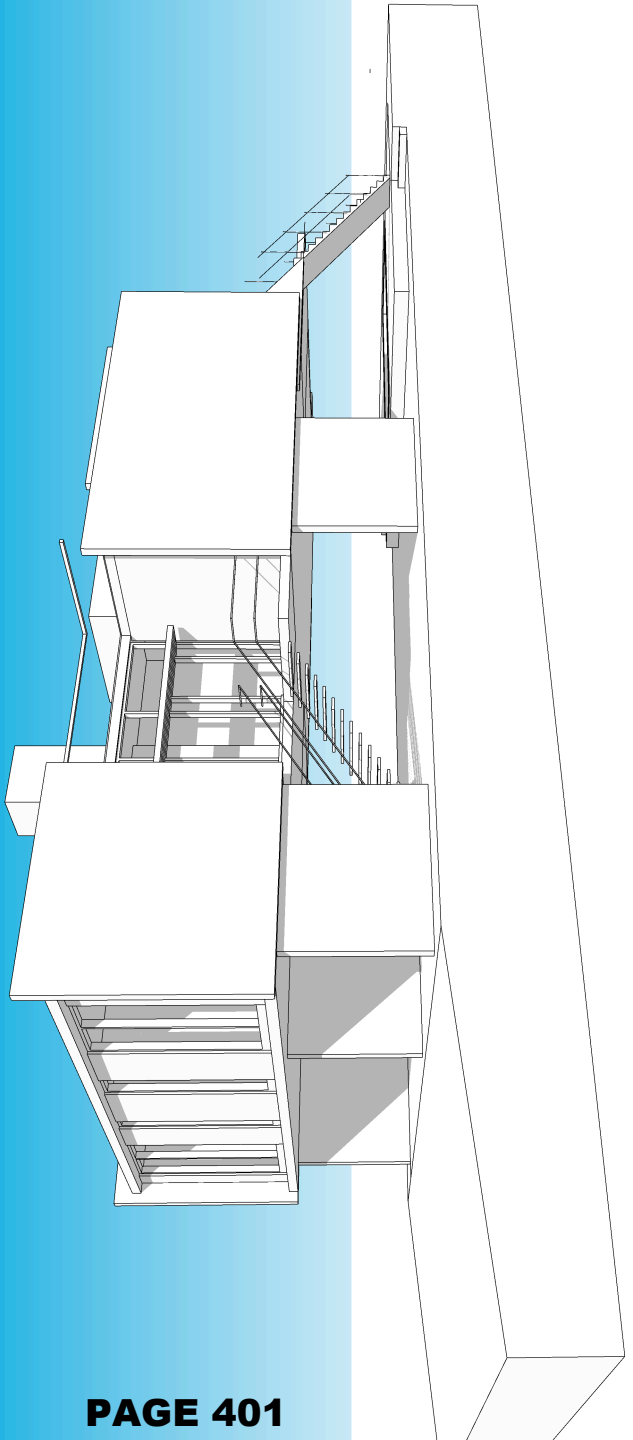
How can the Town of Surfside help?

- The Mayor's plan is that we should offer residents who raise their homes the following incentives:
 - The following terms would be available to any homeowner in Surfside for a loan, up to a maximum of \$35,000.
 - The Town of Surfside will provide a direct, interest free loan, for up to 10 years, secured by a lien on the home, for 35% of the cost to raise the home. The loan will be due and payable to the Town upon either the sale of the home, or after 10 years have elapsed – whichever occurs first.
 - The Town of Surfside will assist homeowners in obtaining additional grants for raising their homes.
 - The Town of Surfside will work to find a contractor who will provide a low, fixed cost to raise all the flood prone homes in Surfside, thus provide a large potential “group discount” for homeowners undertaking the work.
 - With the \$3 million dollars that had been discussed to improve the drainage speed, but not stop water from going into homes, **we could raise over 85 homes in Surfside!**

End of presentation







From: [George Kousoulas](#)
To: [Charles Burkett](#)
Subject: elevated house
Date: Tuesday, November 10, 2020 12:18:37 PM
Attachments: [surfside 2 side.pdf](#)
[legacy plan 6.pdf](#)
[legacy rev 3 composite 2020-11-04 13265200000B.png](#)

Charles, this is the concept house I developed for a standard surfside lot (112.5 x 50). It is elevated high enough that the understory is open and usable. Above it is a one-story house that meets the 40% lot coverage.

Besides the obvious, there are a couple of other ideas behind the concept. One, while it is lifted off the ground on supports, it is designed not to look like a Keys house on stilts that's landed in Surfside. Two, the plan is not a clean rectangle but a deeply and frequently indented one, creating open courtyards along the sides. They are not easily visible from the rendering, but the clearly shown on the plan (an attachment). Doing this gives rooms more exterior wall looking out into landscaped areas, rather than at neighbors' side walls.



George Kousoulas NCARB
BLOCK53 LLC

direct: 202.280.4026

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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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Melissa Berthier

melissaberthier@miamibeachfl.gov

RECENT CITY NEWS



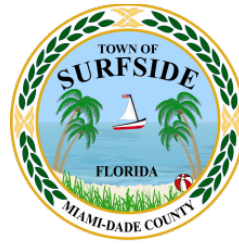
Miami Beach Welcomes New Nautical-Themed Playground with Beach Cleanup and Bird Release



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 416**

The Surfside Memorial Passageway is a monumental scale work of art to honor the victims of the tragic Champlain Tower collapse. The work references a wave form with the ocean symbolizing peace and beauty of the spiritual world despite the imperfect world we live in. Visitors can walk under and through the work, finding the names of loved ones and at some times of day seeing their names shine through the wave form above. I hope that families can feel a sense of connection to their loved ones while within the shelter of the wave, protected for a moment from the pain and suffering of this world.

Jenn Garrett

(352) 359-7826

jenngarrettart@gmail.com

www.jgarrettart.com

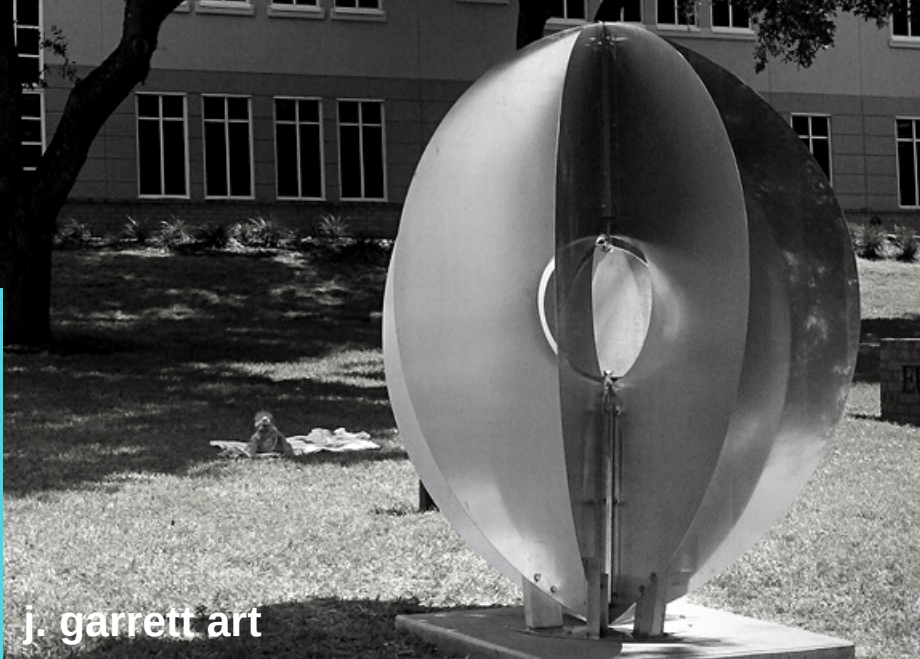
"Jenn Garrett approached our call with great enthusiasm and passion to understand the environment and issues so that she could make a proposal that was just what we needed.

And then she executed the work on time and on budget even in the midst of other projects."

*-Terry Olson
Director, Orange County Arts
& Cultural Affairs*



PAGE 417



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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Gainesville, FL 32601

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Learn To See

(Gestalt Sculpture 2017)
Aluminum
36"x36"x72"H
Series of 21
\$100,000+

PAGE 420

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**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: October 29, 2021

From: Vice Mayor Tina Paul

Subject: Citizen Presentation - Concept project of the Memorial Park

Consideration – At the October 12, 2021 Town Commission meeting, Tatiana Ivanova requested to publicly make a presentation to the Commission. She emailed her presentation to the Commission on October 14, 2021 and requested to publicly present the project at our next Town Commission meeting.

According to Section 2-206, rule 7.02 of the Town Charter of Surfside, any citizen may request to be placed on the official agenda of a regular meeting by a member of the Town Commission or the Town Manager.

As Vice Mayor of Surfside, I agreed to place Ms. Ivanova's item and presentation on the November 9, 2021 Town of Surfside, Town Commission meeting agenda.

Recommendation – Allow the public presentation by Ms. Ivanova and allow for public comment and Commission discussion regarding her proposal.

⏪ Reply all ▾ 🗑 Delete 🚫 Junk Block ⋮

Concept project of the Memorial Park

TI

Tatiana Ivanova <t.ivanova.arh@gmail.com>

Thu 10/14/2021 5:12 PM

To: Mayor; Tina Paul; Charles Kesl; Eliana R. Salzhauer; Nelly Velasquez



[**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 the time to read this letter.

I am Tatiana Ivanova Interior designer partnered together with architect Mikhail Skisov and we prepared a concept project for the memorial park.

A difficult situation has arisen with the possibility of using the place of the tragedy, with the preservation of the interest of all parties and the expression of respect for the families of the victims and for human life in particular.

We are considering the option of transferring the Veterans park to the territory of the memorial park. A residential building with parking spaces and a tennis court on the roof can be built on the site of the Veterans Park.

The Concept project of the Memorial Park includes several functional areas:

- Memorial complex
- Recreation park with art objects
- Multilevel observation deck
- 5-storey building (can be both residential and commercial)
- Amphitheater
- Areas for commercial use

This memorial park can also become a place of cultural heritage of the city, state and the whole country. A place of memory and a place where you understand that life goes on. This is a place where human life is appreciated. This park is a place where happiness and joy are born.

The project can be found at the link:

[https://www.dropbox.com/s/veba674o62z42mo/Memorial%20park%20 %20Concept%20p roject.pdf?dl=0](https://www.dropbox.com/s/veba674o62z42mo/Memorial%20park%20%20Concept%20project.pdf?dl=0)

We would like to publicly present the project at the next Town Commission Meeting. Please let me know about this possibility.

Thank you for reading the letter and the project

Sincerely,

Ivanova Tatiana

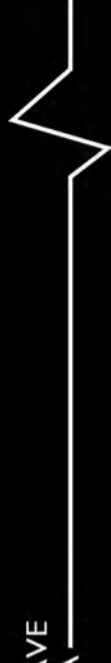
MEMORIAL PARK

ON THURSDAY, JUNE 24, 2021, AT APPROXIMATELY 1:25 A.M. EDT, CHAMPLAIN TOWERS SOUTH, A 12-STORY BEACHFRONT CONDOMINIUM IN THE MIAMI SUBURB OF SURFSIDE, FLORIDA, UNITED STATES, PARTIALLY COLLAPSED. NINETY-EIGHT PEOPLE DIED. APPROXIMATELY 35 WERE RESCUED THE SAME DAY FROM THE UNCOLLAPSED PORTION OF THE BUILDING, WHICH WAS DEMOLISHED 10 DAYS LATER

ARCHITECT: MIKHAIL SKISOV
INTERIOR DESIGNER: TATIANA IVANOVA

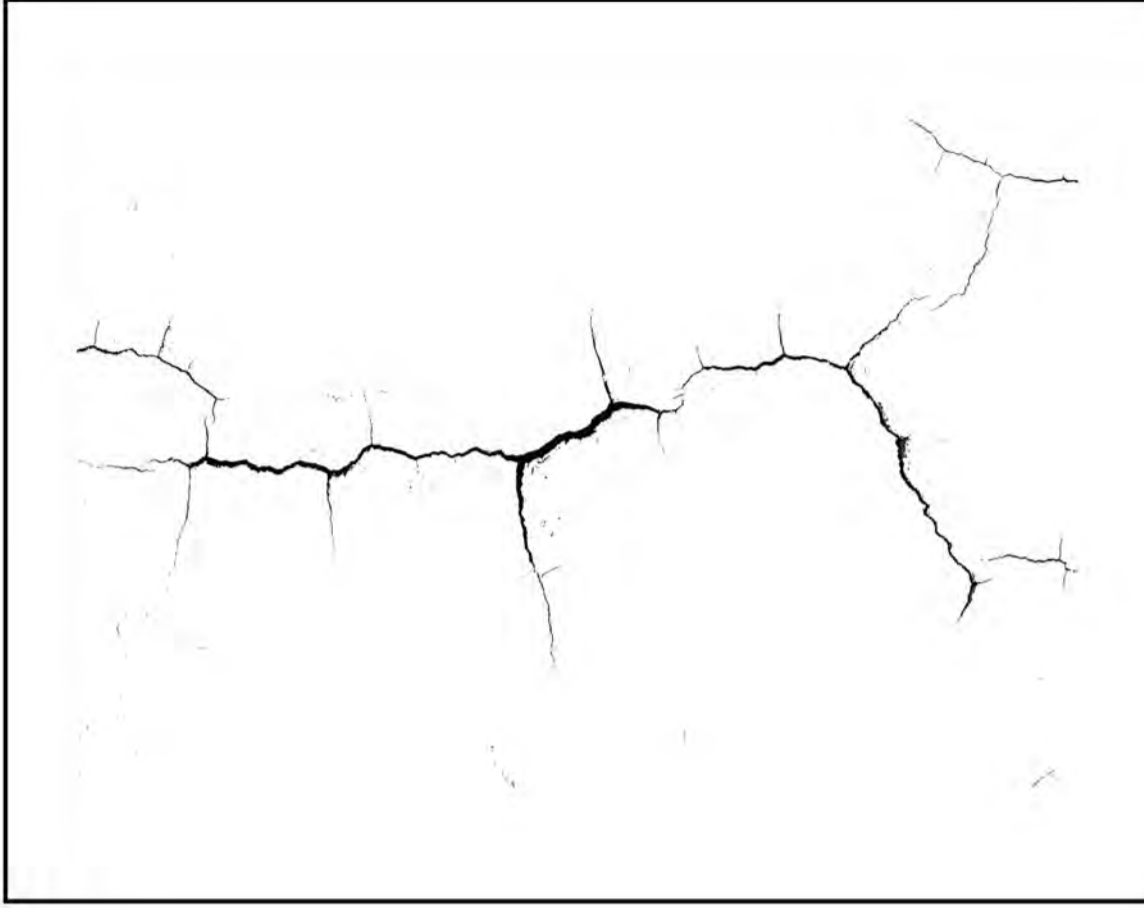


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CONCEPT

PLACE AND MEMORY. THE ARCHITECTURAL CONCEPT OF THE MEMORIAL PARK IS DESIGNED TO REFLECT THE IDEA AND IDEOLOGICAL ROLE IN THE DEVELOPMENT OF THE CITY STRUCTURE. FREEDOM AND PEACE. A MEMORIAL COMPLEX IN MEMORY OF THE VICTIMS HAS BEEN DESIGNED AT THE SITE OF THE SURFSIDE CONDOMINIUM TRAGEDY. A STEPPED GREEN CANOPY LEADS FROM THE MONUMENTAL COMPLEX TO THE EMBANKMENT, OPENING A PICTURESQUE VIEW OF THE OCEAN. THE LEITMOTIF IS A RESERVOIR IN THE FORM OF A STONE FAULT THAT RUNS ALONG THE ENTIRE PARK. IT HAS SMALL ROUND LAMPS THAT SYMBOLIZE THE SOULS OF THE DEAD. THE MAIN MATERIALS USED ARE STONE, CONCRETE, METAL, WATER.



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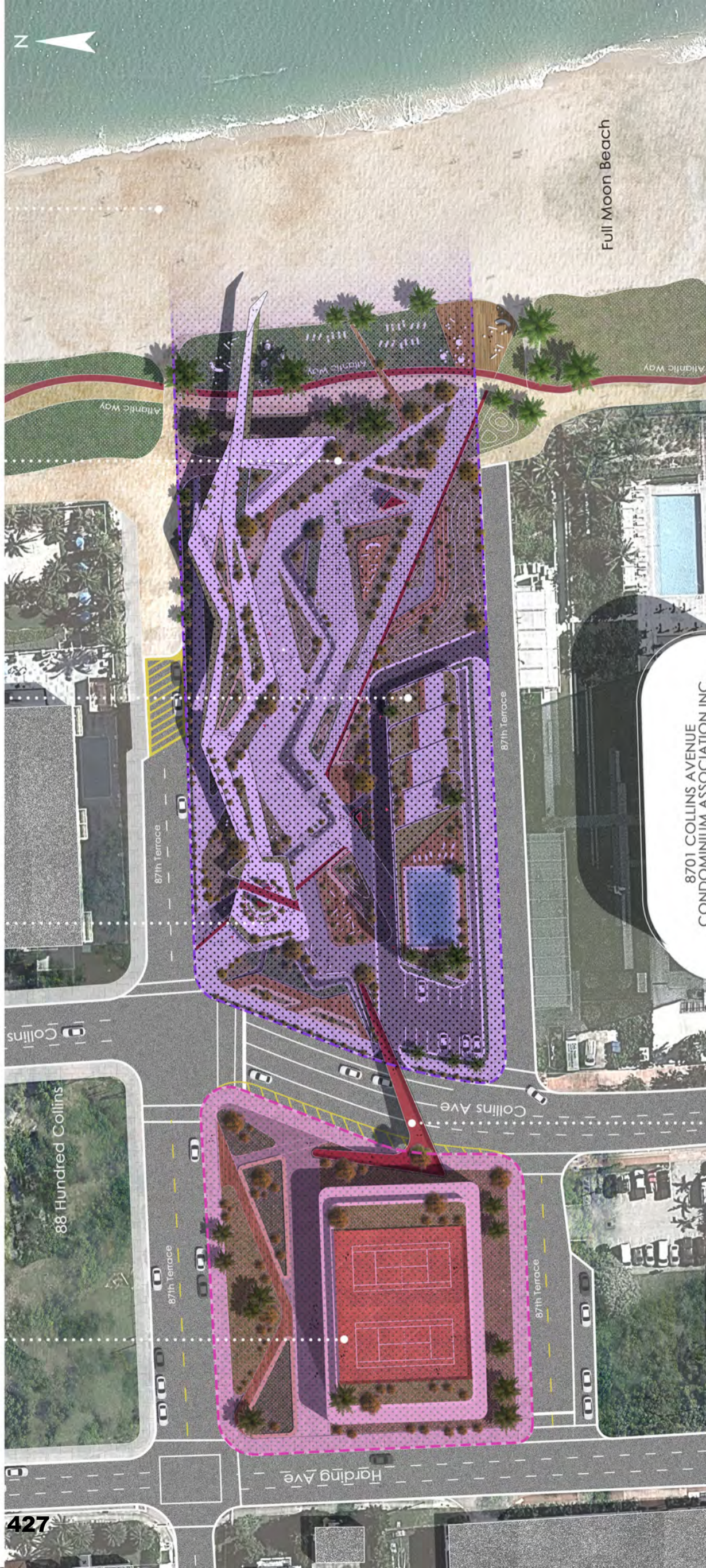
RESIDENTIAL BUILDING
(WITH AN OPEN TENNIS COURTS ON THE ROOF)

MEMORIAL SITE
(WITH AN OPEN GREEN ROOF)

RESIDENTIAL BUILDING

MEMORIAL PARK
(RECREATION AREA)

BEACH



FUNCTIONAL ZONING

8777 COLLINS AVE
MIAMI, FLORIDA

PEDESTRIAN BRIDGE

8701 COLLINS AVENUE
CONDOMINIUM ASSOCIATION INC.

87th Terrace

87th Terrace

87th Terrace

87th Terrace

Harding Ave

Collins Ave

Collins

88 Hundred Collins

Full Moon Beach



- SEATING FOR RELAXATION
- OPERATED ROOF/ART OBJECT
- SEATING FOR RELAXATION
- A RESERVOIR IN THE FORM OF A STONE RIFT
- COMMERCIAL SPACE
- BIKE PATH



- PEDESTRIAN BRIDGE
- PARKING SPACES
- SEATING FOR RELAXATION
- ART OBJECT
- LANDSCAPING
- AMPHITHEATER
- PLAYGROUND/ART OBJECT
- EMBANKMENT

MASTER PLAN

1. RESIDENTIAL BUILDING
2. 5-STORY RESIDENTIAL BUILDING
3. MEMORIAL SITE
4. STEPPED GREEN CANOPY
5. THE WALL OF SORROW
6. OBSERVATION DECK

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- TOTAL AREA OF THE PARK – 102 260 SQ. FT
- MEMORIAL COMPLEX AREA – 650 SQ. FT.
- THE HOUSE WITH SOCIAL SERVICES, HOUSING – 36 060 SQ. FT.
- UNDERGROUND PARKING 9 900 SQ. FT. + 15 PARKING SPACES
- THE HOUSE WITH TENNIS COURTS AREA – 46,170 SQ. FT.
- THE AREA OF COMMERCIAL PREMISES – 6,460 SQ. FT.



MEMORIAL PARK

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MEMORIAL PARK

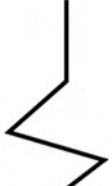
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MEMORIAL PARK

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MEMORIAL PARK

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MEMORIAL PARK

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MEMORIAL PARK

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MEMORIAL SITE

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MEMORIAL SITE

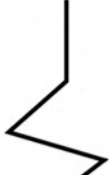
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MEMORIAL PARK

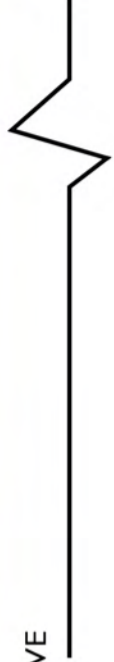
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MEMORIAL PARK

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MEMORIAL PARK

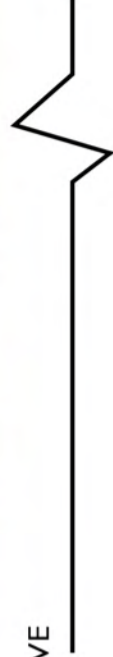
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MEMORIAL PARK

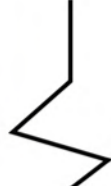
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MEMORIAL PARK

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MEMORIAL PARK

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MEMORIAL PARK

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Place and memory

The architectural concept of the memorial park is intended to reflect the idea and ideological role in the development of the city's structure. The activities of the developed park are of cultural and historical value.

Memorial Park in the city of Miami symbolizes the ruins of a now defunct residential building in Surfside. References to the tragedy that happened on the night of June 24, 2021, take various forms in the project.

The main materials used in the project are concrete, stone, metal and water.

Stiffness - peace - freedom

At the site of the Surfside Condominium tragedy, a memorial was designed to commemorate the victims. It became the starting point for the creation of the entire park. The end-to-end complex is located at the entrance, from which cracks are symbolically spreading, taking on different meanings.

The interior of the monumental complex, with its internal form and materials, reflects the feeling of constraint experienced by those who died under the rubble. Light penetrating through a hole in the ceiling interiorizes the sky into concrete shapes, symbolizing hope.

A stepped green canopy leads from the memorial complex to the embankment, revealing a picturesque view of the ocean. The gloomy, cramped place of sorrow and the open space of the canopy by the Atlantic Ocean create the necessary contrast of impressions and emotions for any visitor.

Leitmotif

The leitmotif of the park is a shallow artificial reservoir in the form of a stone fault, which runs from the memorial complex along the entire park. Along its entire length there are 98 small round lamps, symbolizing the souls of the dead.

Infrastructure

The general plan of the park includes a rich infrastructure for any visitor. Closer to the road 87th Terrace, under a green canopy, the project proposes to locate commercial premises for park guests (a small café, a shop).

Closer to Collins Ave road at the memorial complex is the stone Wall of Sorrow.

An amphitheater is designed right next to the embankment, with a picturesque view of the beach and the ocean. There are small playgrounds and a playground for intimate events nearby.

It is also planned to build a 5-storey building of social housing with private operated terraces on the territory of the design. The total area of the entire building is 3,350 sq. (36,060 sq.ft.)

Landforming park creates an interweaving of relief and architecture, as a result of which a new park landscape is created, saturated with identical vegetation and green oases, emphasizing the features of the projected site.

The main guides of movement along the memorial place are the systematically placed art objects.

In addition, the project is supposed to use the territory opposite the park at Surfside, FL 33154, where Veterans Park with tennis courts currently stands. A multi-storey residential building with underground parking and an exploited roof in the form of tennis courts will be built on the territory.

The territories are connected by a pedestrian bridge that runs over Collins Ave.

Squares

- The total area of the park is 9,500 sq. m. (102,260 sq. ft.)
- The total area of the memorial complex is 61 sq. m (650 sq. ft)
- The total area of the house with social housing is 3,350 sq. m (36,060 sq. ft.) + 920 sq. ft. underground parking (9,900 sq. ft.) + 15 outdoor parking spaces.
- The area of the territory of the house with tennis courts - 4,290 sq. m. (46,170 sq.ft.)
- Commercial premises area - 600 sq. m (6,460 sq.ft.)



**Town of Surfside
Town Commission Meeting
December 14, 2021
7:00 pm**

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

Date: 11/22/21

Prepared by: Mayor

Subject: Change Surfside election date from March to November

Objective: 1) reduce confusion about when the voting occurs in Surfside, 2) align Surfside's voting date with the other major elections, 3) reduce the cost to Surfside taxpayers of the odd date election and 4) increase turnout as a result of the reduction in confusion about when the election occurs in Surfside.

Recommendation: Approve the measure.



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 911
Date: November 29, 2021
From: Vice Mayor Tina Paul
Subject: Ordinance for New Development Requirements

Consideration – Since the Champlain Tower South building collapse most of the focus has been on older buildings and the level of required maintenance and inspections necessary for life safety.

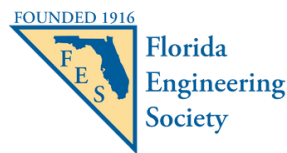
While we still don't know the real cause of the building collapse, maintaining a property with proactive measures makes perfect sense. Surfside Working Group of Florida Building Professionals have excellent recommendations for ensuring the safety of existing buildings. "Buildings shall have their Structural Recertification Inspection 30 years after first occupancy, with re-inspections required every 10 years after. For buildings closer to corrosive saltwater environments, which are more aggressive degrading concrete and steel, first Structural Recertification Inspections shall take place 20 years after first occupancy, with re-inspections required every 7 years after. This should apply for all buildings within a minimum of 3 miles of saltwater, or as defined by the local jurisdiction."

With most of the focus on older buildings, the important issue being overlooked is the relationship of new development next to existing buildings. At the time of demolition and throughout construction, these disruptive activities have the potential to negatively affect the structural integrity and safety of the neighboring properties. Standard requirements and regulations for protections of this activity, such as containment of hazardous dust and debris, monitoring wells for water levels of neighboring properties, seismic monitoring and vibration reports would be required to be submitted by the Engineer and reviewed by the Building Official on a daily or weekly schedule to ensure compliance, safety and to provide oversight.

Recommendation – Direct the Town Attorney to draft an Ordinance with the Town Manager and Building Official to require specific safety practices and standards for protection and monitoring of existing buildings next to properties with demolition and new construction.



SURFSIDE WORKING GROUP Florida Building Professionals Recommendations



EXECUTIVE SUMMARY

Reacting to the tragedy of the Champlain Tower South collapse in Surfside, Structural Engineers from ACEC-FL and FES assembled a coalition of engineers and building professionals from various backgrounds, understanding that changes are needed to Florida's Building Code and inspection laws to assure the safety of all other existing structures in Florida.

This coalition includes engineers from the American Council of Engineering Companies of Florida, the Florida Engineering Society, the Florida Structural Engineers Association, the Florida Section of the American Society of Civil Engineers, and other building professionals from the International Concrete Repair Institute, the Building Officials Association of Florida, and the Florida Association of the American Institute of Architects. Together this group presents the following recommendations from the Florida building professionals.

SUMMARY OF RECOMMENDED CHANGES

1

RECOMMENDATION

Establish statewide Mandatory "Minimum Structural Inspections" for all existing buildings over a certain size throughout Florida.

- These inspections would be similar to the current Miami-Dade Re-certification program.
- Inspection period would decrease based on proximity to more aggressive, corrosive saltwater environments.
- Inspections would be required for all non-single family residential buildings over a certain size.
- Phase 1 visual inspection conducted for all buildings in this category.
- If the Phase 1 inspection finds signs of structural damage, a more rigorous Phase 2 inspection and repair program would be triggered.
- Payment for inspections and any required repairs is the responsibility of the building Owner(s).
- Inspector's reporting responsibility is to the Building Department / Official.
- Building Department has the responsibility to require repair recommendations be acted upon by the Owner.

2

RECOMMENDATION

Establish post-occupancy "Whole Building Safety Inspection" program for all existing buildings over a certain size throughout Florida.

- The document "Ensuring the Safety of Existing Buildings" currently being prepared by the International Code Council should be adopted into the Florida Building Code.
- This document establishes periodic and milestone inspections for building structures, envelopes, electrical, and fire protection systems on existing buildings.

1

RECOMMENDATION

Mandatory Minimum Structural Inspections

All structures require periodic maintenance to extend lifespan and to ensure structural integrity from exposure to the environment. After a new building is completed, planned maintenance programs should be established by building owners to assure items such as protective coatings for concrete, paint on structural steel, expansion and control joints, and other elements crucial to maintaining the health of a building structure remain functional. These programs are not always established by all building owners.

To assure that all structures remain safe regardless of maintenance programs put in place by building owners, this group recommends that Florida mandate minimum periodic structural inspections similar to the Structural Recertification program currently required in Miami-Dade County. This mandatory program should serve as a minimum guideline that individual localities can make more stringent as they see fit.

BUILDING TYPES

All buildings not exempt from the Florida Building Code (refer to section 102.2) that exceed 10 occupants and greater than 2,000 square feet would require mandatory minimum structural inspections. Detached one- and two-family dwellings and townhouses not more than three stories above grade should also be exempt.

This is in line with the current requirements in the Miami-Dade Municipal Code for building Re-Certification (county code 8-11, f, iii)

FREQUENCY OF INSPECTION

Buildings shall have their first Structural Recertification Inspection 30 years after first occupancy, with re-inspections required every 10 years after.

For buildings closer to corrosive saltwater environments, which are more aggressive in degrading concrete and steel, first Structural Recertification Inspections shall take place 20 years after first occupancy, with re-inspections required every 7 years after. This should apply for all buildings within a minimum of 3 miles of saltwater, or as defined by the local jurisdiction.

1

RECOMMENDATION

Mandatory Minimum Structural Inspections

TYPES OF INSPECTIONS

Building Structural Recertification Inspections should involve a Phase 1 visual inspection and, if necessary, a Phase 2 inspection.

- **Phase 1 Inspection:**

- This will be a visual observation performed under the direction of a Licensed Professional Engineer or Licensed Architect who has experience designing the structural components of buildings and inspecting structural components of existing buildings. This person will be the Professional in Responsible Charge (PIRC) of the Phase 1 Inspection.
- While the inspector will not be able to visually inspect inaccessible areas that are either hidden or covered up, they should inspect at a minimum, garages, pool decks, roof parapets, common areas, unconditioned spaces, accessible exterior areas of the structure, including at least 33% of the balconies and handrails.
- Locations for visual observation should be randomly chosen, and representative of entire building (Not for instance just the 1st and 2nd floor of a 6-story building).
- Finish removal is NOT expected for Phase 1 inspections.
- Phase 1 Inspection reports must be signed and sealed by the PIRC, and submitted to the Building Department / Official.

- **Phase 2 Inspections:**

- Will be required if the PIRC of the Phase 1 inspection finds signs of structural distress and deems a Phase 2 inspection necessary to assure the structural health of the building.
- The PIRC of a Phase 2 Structural Inspection must be a Licensed Professional Engineer (PE) or Licensed Architect who has a minimum of: (a) ten years of experience designing the primary structural components of buildings, and (b) a minimum of five years inspecting structural components of existing buildings of a similar size, scope, and type of construction.

1

RECOMMENDATION

Mandatory Minimum Structural Inspections

TYPES OF INSPECTIONS (CONTINUED)

- Evaluation and Repairs to any building shall conform to Chapter 4 of the Florida Building Code – Existing.
- Signs of structural distress may include, but are not limited to, excessive concrete cracking or spalling, signs of corrosion in concrete reinforcing, excessive corrosion in structural steel framing or connections, excessive deflections in structural framing, excessive settlement of foundations, water intrusion, etc.
- Phase 2 inspections may involve destructive or non-destructive testing at the PIRC's direction. Phase 2 inspections may be as extensive or as limited as necessary to fully assess damaged areas of the structure in order to either (a) confirm that the structure is safe for its intended use, or (b) recommend a program for fully assessing and repairing damaged portions of the structure.
- The PIRC of the Phase 2 inspection shall engage the services of specialists such as a Geotechnical Professional Engineer, or a concrete repair contractor to fully assess and recommend a repair program for the damaged structure.
 - Where the Phase 1 Inspection identifies deficiencies requiring multiple areas of expertise, the relevant portions of each deficiency in the Phase 2 Inspection shall be conducted by the Licensed Professional qualified by experience specific to the expertise of their engineering discipline.
- Phase 2 Inspection Reporting:
 - Report must be concurrently submitted to the owner, and the Building Official as the Authority Having Jurisdiction (AHJ).
 - Note that the PIRC's duty of care is to the Building Official as the AHJ.
 - The Building Official shall respond to the Phase 2 Inspection PIRC within 90 days to confirm receipt of report and notify the PIRC of the intent to act or not.
 - It should be noted that AHJ's may need to develop departments to receive and manage this reporting statewide.
 - Inspection reports will be maintained as part of the building's record with the City / County.
 - If the PIRC finds that the structure is degraded to the point where integrity of the structure may be jeopardized, this should be clearly indicated at the beginning of a report.
 - The final Phase 2 Inspection documents shall be signed and sealed by the PIRC and, for documents collaborated upon by multiple PE's in their area of expertise, shall be signed by all PE's contributing to the final document.

1

RECOMMENDATION

Mandatory Minimum Structural Inspections

BUILDING SIGN OFF

- Building Officials typically look for something that says a building is “safe for continued occupancy”, however it is not possible for the PIRC to say the building is “safe” when there will be portions of the structure that will not be inspected due to inaccessibility. It is understood that the intent is to convey an opinion on the general structural condition of the building.
 - **Suggested Language:** “Based on the scope of the inspection and for the areas that were able to be assessed, within a reasonable degree of engineering certainty, we have not observed any conditions that would compromise the safety of the building for its intended use and occupancy. We reserve the right to amend our opinion should new information be brought to our attention.”
 - PIRC’s duty is to the AHJ, their scope is limited to saying there are or are not damaged conditions observed, and what the repairs should involve.
 - The AHJ currently has the duty to follow up and enforce that repairs are made.

COSTS OF INSPECTIONS & REPAIRS

The costs of inspections and repairs should remain with the building owner. While budgets for these costs are outside of the scope of this Group’s review, we do recommend that all building owners should have a budget and a plan for continued building inspections and maintenance after occupancy.

2

RECOMMENDATION Post-Occupancy Whole-Building Safety Inspections Program

All buildings require periodic maintenance to extend lifespan and to ensure integrity over the life of the building. The Mandatory Minimum Structural Inspection program outlined above will address signs of environmental degradation of the structural frame, however other components of buildings can also impact the life and safety of occupants and can degrade over time. In addition to the building structure, the electrical systems, fire-protection systems, and exterior envelope of buildings should also be inspected for damage and degradation on a periodic basis to assure the safety and integrity of those systems. The current Miami-Dade Building Recertification program includes assessments of the electrical service, emergency lighting, and the integrity of roofing and windows for that purpose.

The International Code Council (ICC), in coordination with the Florida Building Commission, is currently finalizing a document titled “Ensuring the Safety of Existing Buildings,” which addresses periodic and milestone assessments of building structures, envelopes, electrical, and fire protection systems on existing buildings. This group recommends this be adopted statewide to ensure overall building safety.

It should be noted that this document relies on the Building Code, Chapter 17 to define inspector qualifications for each of the building systems. Additional changes would be required to the Florida Building Code Chapter 17 for Florida to adopt this program.

CONCLUSION

The authors of this report began by discussing what could be done to prevent a building collapse from happening again. The National Institute of Standards and Technology is currently investigating the cause of the Champlain Tower South collapse, and their findings will not be known for some time. It is likely that a combination of factors led to the structural failure and could have included a number of issues such as a deficiency in the original design, a construction error not following design drawings, environmental degradation of the structure, or a sudden change in loading conditions.

Identification of deficiencies in a structural design that is signed and sealed by a licensed Professional Engineer could be identified prior to construction by a third party peer review. Several localities within Florida, as well as in many other states, require peer reviews for buildings over a certain size, however no such requirement exists statewide in Florida.

Since the 1980's when the Champlain Towers were constructed, Florida has established a number of laws, codes and standards to improve building safety. Florida's Threshold Inspection law was established after a building collapse in 1981 to minimize construction errors on the structural components of a building. Florida adopted a robust statewide building code in 2002 after Hurricane Andrew decimated South Florida ten years earlier, and today the Insurance Institute for Business & Home Safety (IBHS) ranks Florida first in the nation in the strength of its building code.

The recommendations in this report are focused on preserving the long-term health of buildings by assessing environmental and other degradation of structures and their systems over the life of the building. Whatever milestone is used for conducting a building inspection, building owners should not wait for damage to become evident to conduct periodic maintenance inspections. The authors of this document encourage owners to be proactive in assessing and maintaining the buildings that Floridians depend on to be reliable.

Florida Building Code – Chapter 18 Soils and Foundations

Section 1803.1 Geotechnical investigations shall be conducted in accordance with Section 1803.2 and reported in accordance with Section 1803.6.

Where required by the building official or where geotechnical investigations involve in-situ testing, laboratory testing or engineering calculations, such investigations shall be conducted by a registered design professional.

Section 1803.2 Investigations Required

Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5

Exception: The building official shall be permitted to waive the requirement for a geotechnical investigation where satisfactory data from adjacent areas is available that demonstrates an investigation is not necessary for any of the conditions in Section 1803.5.1 through 1803.5.6 and Sections 1803.5.10 and 1803.5.11

1803.6 Reporting.

Where geotechnical investigations are required, a written report of the Investigations shall be submitted to the building official by the permit applicant at the time of permit application. This geotechnical report shall include, but need not be limited to, the following information:

1. A plot showing the location of the soil investigations.
2. A complete record of the soil boring and penetration test logs and soil samples.
3. A record of the soil profile.
4. Elevation of the water table, if encouraged.
5. Recommendations for foundation type and design criteria, including but not limited to: bearing capacity of natural or compacted soil; provisions to mitigate the effects of expansive soils; mitigation of the effects of liquefaction, differential settlement and varying soil strength; and the effects of adjacent loads.
6. Expected total and differential settlement.
7. Deep foundation information in accordance with Section 1803.5.5.
8. Special design and construction provisions for foundations of structures founded on expansive soils, as necessary.
9. Compacted fill material properties and testing in accordance with Section 1803.5.8.
10. Controlled low-strength material properties and testing in accordance with Section 1803.5.9.

Section 1803.5.7: Excavation Near Foundations

Where excavation will reduce support from any foundation, a registered design professional shall prepare an assessment of the structure as determined from examination of the structure, the review of available design documents and, if necessary, excavation test pits. The registered design professional must determine the requirements for underpinning and protection and prepare site-specific plans, details and sequence of work for submission. Such support shall be provided by underpinning, sheeting and bracing, or by other means acceptable to the building official.

Section 1804.1 Excavation Near Foundations

Excavation for any purpose shall not reduce lateral support from any foundation or adjacent foundation without first underpinning or protecting the foundation against detrimental lateral or vertical movement, or both.

OSHA Safety and Health Regulations for Construction 1926 Subpart P Specific Excavation Requirements

29 CFR Part 1926 Subpart P, §1926.650(b) defines the term "excavation" as follows: "Excavation" means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Section 1926.651 (b)(3) and (i)(1)

(3) When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

(i) *Stability of adjacent structures.* (1) Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

1926.651(k)(1)

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.