



**Town of Surfside  
Regular Town Commission Meeting  
AGENDA**

**Tuesday, May 10, 2022  
7:00 PM**

Commission Chambers - 9293 Harding Avenue  
Surfside, FL 33154

***Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.***

***Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.***

***Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.***

***Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once this capacity has been reached, people will be asked to watch the meeting from the first floor.***

***\* Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

1. **Opening**
  - 1A. **Call to Order**
  - 1B. **Roll Call of Members**
  - 1C. **Pledge of Allegiance**
  - 1D. **Mayor and Commission Remarks**
  - 1E. **Agenda and Order of Business** Additions, deletions and linkages
  - 1F. **National Public Safety Telecommunicator Week 04/11/22 – 04/17/22** - Mayor Shlomo Danzinger  
[Proclamation Certificate Coins and Key to the Town Request Telecommunicator 2022.doc](#)  
[National Public Safety Telecommunicator Proclamation.pdf](#)
  - 1G. **Financial Audit Presentation** - Andrew Hyatt, Town Manager
  - 1H. **CTS Update** - Andrew Hyatt, Town Manager
2. **Quasi-Judicial Hearings**
3. **Consent Agenda**
  - 3A. **Approval of Minutes** - Town Clerk Sandra N. McCready, MPA, MMC  
[2022-04-12 Budget Workshop Town Commission Meeting Minutes.pdf](#)  
[2022-04-12 Regular Town Commission Meeting Minutes.pdf](#)  
[2022-04-12 Special Town Commission Meeting - Quasi Judicial Minutes.pdf](#)  
[2022-04-27 Special Town Commission Meeting Minutes.pdf](#)
  - 3B. **Committee Reports**  
[2022-03-07 Tourist Board Meeting Minutes.pdf](#)  
[2022-03-31 Planning and Zoning Board Meeting Minutes.pdf](#)
  - 3C. **Miami Dade County and Town of Surfside Interlocal Agreement for National Pollutant Discharge Elimination System Permit No. FLS000003 for period of October 1, 2022 to September 30, 2027** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO.FLS000003 FOR POLLUTION IDENTIFICATION AND CONTROL SERVICES IN MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution NPDES.docx](#)  
[Interlocal Agreement](#)  
[Interlocal Agreement Signature Sheet](#)

**3D. Independent External Audit Reengagement** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reso Approving Engagement of Marcum Auditors 2022.DOCX](#)  
[Surfside 2022 Eng Ltr.pdf](#)

**3E. Abolishing Town of Surfside Budget Advisory Committee** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ABOLISHING THE TOWN OF SURFSIDE BUDGET ADVISORY COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reso Abolishing Budget Advisory Committee TA v2.DOCX](#)

**3F. Amending the Downtown Vision Advisory Committee (DVAC) Charter** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ABOLISHING THE DOWNTOWN VISION ADVISORY COMMITTEE; ESTABLISHING A DOWNTOWN VISIONING TASKFORCE; ADOPTING A CHARTER AND ORGANIZATIONAL STRUCTURE FOR THE TASKFORCE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution DVAC.docx](#)  
[Downtown Visioning Taskforce \(May 2022\).pdf](#)

**3G. Nurse Enhancement Initiative for School Year 2022/2023 - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Approving MOU - Amend. No. 5 to MOU School Nurse Initiative 22.23.DOCX](#)  
[Nurse Amendment #5 Municipalities School Year 22-23.pdf](#)

**4. Ordinances**

**Second Reading**

**First Reading**

**4B1. Nonhabitable Understory - Commissioner Marianne Meischeid**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - "DEFINITIONS" TO AMEND THE DEFINITION OF "STORY" AND TO CREATE A DEFINITION OF "NONHABITABLE UNDERSTORY;" CREATING A NEW SECTION 90-49.5. - "NONHABITABLE UNDERSTORY" TO REGULATE NONHABITABLE UNDERSTORIES IN LOW-RISE RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Photo 8950 Irving UnderstoryFront.pdf](#)  
[Photo 8950 Irving Understory Light Air.pdf](#)  
[Ordinance Re Nonhabitable Understory - First Reading - 5-4-22.pdf](#)

**5. Resolutions and Proclamations**

**5A. Reimbursement and Intent to Issue Bond Resolution - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, INDICATING THE OFFICIAL INTENT OF THE TOWN TO ISSUE TAX-EXEMPT GENERAL OBLIGATION BONDS OR NOTES IN THE AMOUNT OF UP TO \$40,000,000 TO FINANCE THE COSTS OF UNDERGROUNDING OF UTILITIES AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS OR NOTES TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reimbursement Resolution of Intent GO Bonds \(5-2022\).DOCX](#)

**5B. Authorization to Execute Project Agreement with KCI Technologies, Inc. and Expend Funds for Undergrounding of Utilities Services (Phase II) - Completion of Bid Documents (100% Plans and Technical Specifications) - Andrew Hyatt, Town Manager**

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

[Reso Approving KCI PSA For Phase II.DOCX](#)  
[Project Agreement - KCI Tech - Undergrounding of Utilities Phase 2-FY22.pdf](#)

**5C. Authorization to Expend Funds and Amend Agreement with HPF Associates, Inc. for Continued Project Administration of Phase II of Town Utilities Undergrounding Project - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH PHASE II OF THE UNDERGROUNDING OF UTILITIES PROJECT; FINDING THAT THE SERVICES ARE EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING INCREASED EXPENDITURE OF FUNDS FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reso Approving First\\_Amendment to PSA with HPF - Phase II Services \(1\).docx](#)  
[First Amendment to HPF PSA for Phase II Utilities Underground Project.DOC](#)  
[HPF Associates, Inc. Proposal](#)

**5D. FY 2022 Budget Amendment Resolution No. 5 - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Reso Approving Budget Amendment No. 5.docx](#)  
[FY2022\\_Budget\\_Amendment\\_No.\\_5.pdf](#)

**6. Good and Welfare**

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

**7A. Town Manager's Report - Andrew, Hyatt, Town Manager**  
[2022-05 May Town Manager's Report.pdf](#)

**7B. Town Attorney's Report**  
[Town Attorneys Report.DOCX](#)

**8. Unfinished Business and New Business**

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

**9A. Amendment to Section 54-78 - Prohibited Noises - Mayor Shlomo Danzinger**

**9B. FY 2023- 2027 Five-Year Financial Forecast and Proposed Fund Balance Policy - Andrew Hyatt, Town Manager**  
[Fund Balance Policy - 2022.pdf](#)

**9C. New High School at Haulover Park - Vice Mayor Jeffrey Rose**

**9D. 24-inch Projections of Sills, Cornices, and Ornamental Features - Vice Mayor Jeffrey Rose**

**9E. Zoning Code Ambiguities and Inconsistencies - Vice Mayor Jeff Rose**

**9F. Revision to Code Section 90-57 - "Marine Structures" - Commissioner Fred Landsman**  
[Ordinance No. 2022-1718-Ordinance-Marine Structures-Construction of Docks.pdf](#)

**10. Adjournment**

Respectfully submitted,

Andrew Hayatt  
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.townofsufsidefl.gov](http://www.townofsufsidefl.gov).

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

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



**TOWN OF SURFSIDE**  
**PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN**  
**REQUEST FORM**  
**OFFICE OF THE TOWN CLERK**

**Request for: Proclamation**  **Certificate**  **Key**  **Brick**  (check one)



**Date of Request:** 04/18/2022

**Name of Requestor:** Chief Rogelio J. Torres Jr.

**Organization:** National Public Safety Telecommunicator Week 04/11/22 – 04/17/22

**Address:** \_\_\_\_\_

**Phone / E-Mail:** \_\_\_\_\_

**Name of Individual / Organization to be honored:**

Town of Surfside Public Safety Telecommunicators

**Title for Proclamation or Certificate:**

National Public Safety Telecommunicator Week 04/11/22 – 04/17/22

**Date of Recognition:** 05-12-2022

**Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):**

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Town of Surfside emergency communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Town of Surfside have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,





**TOWN OF SURFSIDE**  
**PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN**  
**REQUEST FORM**  
**OFFICE OF THE TOWN CLERK**

Whereas each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the Town Council of Surfside, Fl declares the week of April 11 through 17, 2022, to be National Public Safety Telecommunicators Week in the Town of Surfside, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

**Document is to be:**

- **Presented at a Commission Meeting in 05/12/2022 (month / year)**
- **Presented at the following event \_\_\_\_\_ (Please attach event information to the request form)**
- **Picked up by \_\_\_\_\_ on \_\_\_\_\_ (date)**

<u><b>Administrative Use Only</b></u>			
Proclamation _____	Certificate _____	Key _____	Coin _____
Approved: Yes _____ No _____ If no, state reason: _____			
Approved Date: _____			
Date Submitted for Mayor's Signature: _____			
Date Issued: _____			
Completed by: _____			





## Proclamation

*Whereas: emergencies can occur at any time that require police, fire or emergency medical services; and,*

*Whereas: when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,*

*Whereas: the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Town of Surfside emergency communications center; and,*

*Whereas: Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,*

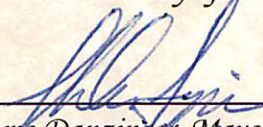
*Whereas: Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,*

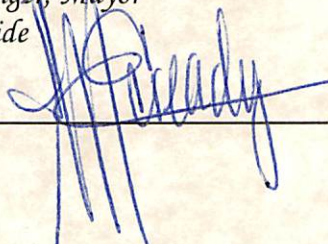
*Whereas: Public Safety Telecommunicators of the Town of Surfside have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,*

*Whereas: each telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;*

*Therefore; be it resolved that the Town Commission of Surfside, Fl declares the week of April 11 through 17, 2022, to be National Public Safety Telecommunicators Week in the Town of Surfside, in honor of the men and women whose diligence and professionalism keep our town and citizens safe.*

*Dated this 10<sup>th</sup> day of May, 2022.*

  
\_\_\_\_\_  
Shlomo Danzinger, Mayor  
Town of Surfside

Attest:   
\_\_\_\_\_







**Town of Surfside  
Town Commission Workshop  
MINUTES  
April 12, 2022  
5:00 PM  
Commission Chambers**

**1. Opening**

Mayor Danzinger called the meeting to order at 5:01 p.m.

**Roll Call of Members**

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, Commissioner Marianne Meisheid, Commissioner Fred Landsman and Commissioner Nelly Velasquez (arrived at 5:32 p.m.).

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

**2. Mayor, Commission and Staff Communication**

Mayor Danzinger spoke regarding an email with information that addresses decorum and professionalism when it comes to addressing each member of the dais. He spoke reference Robert's Rules of Order as it pertains to the meetings.

Vice Mayor Rose thanked Mayor Danzinger for sending the information out and looks forward to an efficient meeting.

**2.A Commission Direction Budget Workshop, Discussion and Direction for the FY 2023 Budget - Andrew Hyatt, Town Manager**

The goal of the workshop is to receive direction on those items the Town Commission would like to see addressed next fiscal year.

Assistant Town Manager Greene provided the budget visioning and budget preparation as well as the budget calendar. He explained the different meetings and workshops as it pertains to the budget workshops. He provided an explanation as to the dates on the budget calendar and when the milage rate is set. He

explained to the Commission that tonight they are here to provide ideas and their priorities for the budget.

Mayor Danzinger started with Vice Mayor Rose providing his priorities.

Vice Mayor Rose would like to redo the tennis center, the roof and would like a pickle ball court on the rooftop.

Mayor Danzinger agreed that he would like to see more things in Town.

Commissioner Meischeid thinks it is great idea.

Commissioner Landsman would like to see a cost analysis and it is a worthwhile investment.

Consensus was reached for Vice Mayor Rose's suggested items.

Vice Mayor Rose would like a play surface for the tot lot and feasibility of placing a heater in the water playground.

Commissioner Meischeid asked how often they maintain the equipment.

Parks and Recreation Director Milian addressed the comment made by Commissioner Meischeid and stated the equipment is fine and there is room to do some improvements.

Commissioner Landsman suggested that since the park will be out of commission during the 96th Street Park build will the tot lot be down.

Parks and Recreation Director Milian addressed the comments made by Commissioner Landsman.

Consensus was reached for a play surface for the tot lot and a feasibility of placing a heater in the water playground.

Vice Mayor Rose would like to see kayak launches at other areas, pocket parks and widening the Downtown as well as beautifying the Downtown area.

Commissioner Meischeid would like walkability to be a priority.

Commissioner Landsman would like not only widening but changing the surface of the two blocks and get an estimate of some sort of material to enhance the look and image of the Downtown.

Assistant Town Manager Greene stated that the Town Planner is working on that which is part of the walkability plan and stated that there has been over \$600,000 allocated for the project.

Consensus was reached for those items.

Vice Mayor Rose would like beach chairs and umbrellas for residents as well as updating your ID and be able to show it on your phone.

Consensus was reached for the items mentioned by Vice Mayor Rose.

Town Manager Hyatt stated that he has a company he is familiar with that does something similar and he will reach out to the company to get a cost.

Vice Mayor Rose would like online permitting and would like that on the budget. He also would like lights on the walking path like Bal Harbor.

Consensus was reached for the items mentioned by Vice Mayor Rose.

Vice Mayor Rose stated that if there are any residents that would have ideas, they would love to hear from them.

Assistant Town Manager Greene stated that the budget can be modified through the workshops.

Town Manager Hyatt spoke regarding Miami Beach starting to place lights close to Champlain Tower South.

Vice Mayor Rose spoke regarding possibly having a different path surface and what the feasibility of that would be.

Mayor Danzinger stated he would like lighting on the path to include turtle friendly lights and improvement of the lighting on the paths. He would like to convert parking to smart parking that would allow changing of rates and would ease the lots from getting full.

Consensus was reached for both Vice Mayor Rose and Mayor Danzinger's items.

Commissioner Meisheid would like a full-time planner in order to assist with the projects. She stated that person should have experience. She spoke regarding the hard pack extension.

Mayor Danzinger spoke regarding the walking path and having support and maintenance of it.

Assistant Town Manager Greene asked which lots they would like to see the smart parking at.

Mayor Danzinger stated all public lots.

Assistant Town Manager Greene wanted to clarify consensus on lighting on the walking path, walkability improvement on the walking path, maintenance of the walking path, and the hard pack to do a Miami Beach style which we have some easements on some condominiums and some we do not.

Vice Mayor Rose stated that he was talking about the hard pack and to look at the cost.

Consensus was reached to look at the feasibility and cost for the Miami Beach style for the hard pack.

Public Works Director Gomez spoke regarding the hard pack style and how to upgrade the existing condition.

Commissioner Velasquez arrived at 5:32 p.m.

Mayor Danzinger explained to Commissioner Velasquez what the Commission has been speaking about.

Commissioner Landsman would like to see a budget for the Planning and Zoning Board to redo the design review guidelines, which the Board needs to do their job.

Consensus was reached on all the above items mentioned.

Commissioner Landsman would like to see a Public Relations Firm to update the Town's identity, brand etc.

Commissioner Velasquez commented on possibly just removing it.

Consensus was not reached to change the branding.

Commissioner Landsman suggested for the Tourist Board to address that.

Assistant Town Manager Greene stated that they can have the Tourism Department look at that.

Commissioner Velasquez asked if other municipalities have slogans.

Mayor Danzinger stated that they are not here to discuss rebranding, and asked if they want to set aside money to do a rebranding.

Commissioner Landsman asked if there is anything budgeted for Champlain Tower South events including the memorial.

Assistant Town Manager Greene stated that the memorial event is this year and there is no money set aside since this budget is for 2023 but they will bring a budget amendment to cover the cost. He stated that in June they would have a cost for a firm to put together the scope document for the design.

Consensus was reached.

Commissioner Landsman suggested electric golf cart charging stations and parking for the golf carts.

Mayor Danzinger stated if they see more golf carts then they can look into it.

Consensus was reached.

Commissioner Velasquez would like to see continuing what Miami Beach has done with the hard pack.

Mayor Danzinger summarized what has been discussed during her absent.

Commissioner Velasquez would like to have a bathroom at the tot lot.

Vice Mayor Rose stated that he brought that up 4 years ago, but there is a reason for not having a bathroom at the tot lot.

Parks and Recreation Director Milian stated that there were some issues that came up and with a bathroom in a tot lot and one issue is that you would have to man the bathroom with a staff member.

Commissioner Velasquez would like to see that in the budget and have it explored and even adding cameras for safety.

Parks and Recreation Director Milian stated that 96th Street Park is manned and Hawthorne Tot Lot is considered a passive park and it is not manned. He also stated there are constraints on land and size but could be looked at.

Mayor Danzinger stated that possibly having this come before the Parks and Recreation Committee to review it.

Consensus was reached to look into the bathroom for the Hawthorn Tot Lot.

Commissioner Velasquez would like to see more vegetation and trees that provide more shade for the hard pack and walking path.

Assistant Town Manager Greene stated that some areas are not Town property owned.

Consensus was reached.

[2023 Budget Calendar.pdf](#)

### 3. Adjournment

The meeting adjourned without objection at 5:50 p.m.

Respectfully submitted,

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

ATTEST:

\_\_\_\_\_  
Sandra McCreedy, MPA, MMC  
Town Clerk

\_\_\_\_\_  
Shlomo Danzinger, Mayor





**Town of Surfside  
Regular Town Commission Meeting  
MINUTES  
April 12, 2022  
7:00 PM**

Commission Chambers - 9293 Harding Avenue  
Surfside, FL 33154

**1. Opening**

**1A. Call to Order -**

Mayor Danzinger called the meeting to order at 8:15 p.m.

**1B. Roll Call of Members -**

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, Commissioner Nelly Velasquez, Commissioner Marianne Meisheid and Commissioner Fred Landsman.

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

**1C. Pledge of Allegiance -**

Chief Torres provided the pledge of allegiance.

**1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger**

Mayor Danzinger provided the rules of decorum and Robert's Rules of Order. He explained the time limit for speakers. He thanked the residents for voting and they are here for the benefit of the Town. He recognized former Mayor Charles Burkett.

Commissioner Velasquez thanked the residents that participated.

Commissioner Landsman thanked the community and asked them to continue to be involved.

Commissioner Meischeid thanked everyone as well and is excited to be here and serve with this new team.

Vice Mayor Rose thanked everyone for coming and those that voted and participated in the election. He stated that this Commission represents everyone and would encourage everyone to participate. He thanked his wife for her support.

Mayor Danzinger recognized the passing of Stephen Cypen and read Mr. Cypen's biography.

#### **1E. Agenda and Order of Business Additions, deletions and linkages -**

A motion was made by Commissioner Velasquez to withdraw item 9N (Discussion Repeal Plastic Ordinance) from the agenda in order to do more research since what she wanted to do is to amend the ordinance and not repeal it, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Mayor Danzinger stated that he believes they are two different items.

Town Attorney Arango stated that they are two separate items and code provisions.

A motion was made by Vice Mayor Rose to link item 5A (Authorizing Additional Expenditure of Legal Fees and Costs to Special Counsel -Appeal of the Federal Aviation Administration's South Central Florida Metroplex Project) and item 9C (Jet Engine Noise Over Surfside 24 Hours a Day Update), seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Mayor Danzinger passed the gavel and made a motion to walk on an item for a proclamation for Education and Sharing Day, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger passed the gavel and made a motion to bring up item 9E (Improving Walkability and Pedestrian Safety within the Residential Area) and item 9H (Traffic Calming Solutions Within the Residential Area) to the beginning before item 9A (Amending the Town's Purchasing Code (Chapter 3), seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to move item 9K (Amendment to Section 86-2 of Town Code to Allow Fishing at (Bay) Street Ends) to be heard after item 9H (Traffic Calming Solutions Within the Residential Area), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

**1F. Municipal Clerks Week Proclamation Approval and Presentation – Mayor Shlomo Danzinger**

Mayor Danzinger thanked Town Clerk McCready and Deputy Town Clerk Herbello for all their hard work.

Commissioner Velasquez thanked Town Clerk McCready and Deputy Town Clerk Herbello and Assistant Priscilla Krutules for their hard work.

Vice Mayor Rose thanked the Clerks for all their hard work.

Commissioner Meischeid thanked the Clerks for all their hard work.

Commissioner Landsman thanked the Clerks for all their hard work.

Town Attorney Hyatt thanked the Clerks for all their hard work.

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

[2022-03-23 Mayor Danzinger - Municipal Clerk Week.pdf](#)  
[2022 Clerk Week Proclamation.pdf](#)

**1G. CTS Update - Andrew Hyatt, Town Manager**

Allyn Kilsheimer provided an update on the Champlain Tower South testing progress.

Commissioner Meischeid asked regarding the progress of the offsite testing.

Mr. Kilsheimer stated that they had 3 days and stated you will need at least a month with at least a dozen people working on it. They have some information.

Commissioner Landsman asked when he believes testing would be done in order to have a preliminary report.

Mr. Kilsheimer would hope that by this coming Winter.

Mayor Danzinger thanked Mr. Kilsheimer and would like an update on the CTS memorial, event and signage from the Town Manager.

Town Manager Hyatt stated that he received some quotes on the signage and gave an update on the styles. He stated that they had a meeting with a couple of the family members and volunteers to organize the event and the next meeting will be Wednesday, April 27, 2022 at 7:00 p.m. The event will take place on June 24, 2022 and there will be a private event for the family members prior to the public

one. He spoke regarding the budget process for the design and presentation for the permanent memorial. He also stated that the committee will sunset once the event is completed.

Vice Mayor Rose asked regarding the signage if the Town Manager will send out the information.

Town Manager Hyatt stated that they set up an email address for the families and they will provide more information.

**1H. Miami Dade County League of Cities Delegate and Alternate Delegate Designation - Sandra N. McCready, Town Clerk**

Mayor Danzinger nominated himself as the delegate for the Miami Dade County League of Cities and Vice Mayor Rose as the alternate delegate.

Commissioner Velasquez asked if the nomination supposed to go for a vote of the Commission.

Town Attorney Arango stated she is not aware of any rules that state it must go for a vote and this is within the Mayor's purview.

Commissioner Velasquez is not in agreement and stated that it should be a vote of the entire Commission.

Mayor Danzinger passed the gavel and made a motion to nominate himself as the delegate for the Miami Dade County League of Cities, seconded by Vice Mayor Rose. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

Mayor Danzinger passed the gavel and made a motion to nominate Vice Mayor Rose as the alternate delegate, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

**1I. Board, Committee and Commission Liaison Appointments - Sandra N. McCready, Town Clerk**

- **Planning and Zoning Board** (Each member of the Commission has one appointment and two appointments at-large)
- **Tourist Board** (Each member of the Commission has one appointment and all members must be ratified by the Town Commission)
- **Parks and Recreation Committee** (Each member of the Commission has one appointment)
- **Pension Board** (Town Commission has two appointments at-large)
- **Police Officers Trust** (Town Commission has two appointments at-large)

- **Downtown Vision Advisory Committee** (Each member of the Commission has one appointment)
- **Personnel Appeals Board** (Each member of the Commission has one appointment)
- **Budget Committee** (Each member of the Commission has one appointment)

Commissioner Velasquez appointed Eli Tourgeman for the Tourist Board.

Commissioner Meischeid appointed Ezequiel Singer to the Tourist Board.

Commissioner Landsman appointed Ben Jacobson to the Tourist Board.

Vice Mayor Rose appointed Diana Gonzalez to the Tourist Board.

Mayor Danzinger appointed Lisa Herman to the Tourist Board.

A motion was made by Vice Mayor Rose to ratify all the appointments made to the Tourist Board, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Commissioner Landsman appointed Carolyn Baumel to the Planning and Zoning Board.

Commissioner Meischeid appointed Judith Frankel to the Planning and Zoning Board.

Commissioner Velasquez appointed Ruben Bravo to the Planning and Zoning Board.

Vice Mayor Rose appointed David Forbes to the Planning and Zoning Board.

Mayor Danzinger appointed Jonathan Edderai to the Planning and Zoning Board.

A motion was made by Vice Mayor Rose to appoint at large Michael Szfranski as alternate number 1 to the Planning and Zoning Board, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

A motion was made by Commissioner Meischeid to appoint at large Grace Rais as alternate number 2 to the Planning and Zoning Board, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Commissioner Meischeid to appoint Valentine Whitaker to the Pension Board, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to appoint Jonathan Jordan to the Police Officer's Trust, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to appoint Maren Starre to the Police Officer's Trust, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

Mayor Danzinger asked Assistant Town Manager Greene regarding the Budget Advisory Committee. He spoke regarding the committees and boards in place. He stated that they had the budget committee and stated that he had a conversation with a previous committee member and the budget committee is not an actionable committee. He asked if the Commission is interested in continuing with this Committee.

Commissioner Velasquez asked if he is requesting to eliminate this committee and there should be resident input and all these committees are to give the residents input.

Assistant Town Manager Greene stated that there are 5 public hearings for the public to speak at and the vision is that of the Commission and resident input is considered by the Commission. He spoke regarding quorum issues with the Budget Advisory Committee and it has always been a Town Manager's committee like Downtown Vision Advisory Committee (DVAC). He stated that these two committees, which are not in the charter, have the purview of being under the Town Manager.

Commissioner Velasquez asked if these meetings could be held via zoom.

Assistant Town Manager Greene stated that the committees must meet in person.

Town Attorney Arango stated that she would have to check to see if those two committees could be done via zoom.

The following individual from the public spoke:

Eliana Salzhauer

A motion was made by Vice Mayor Rose to abolish the Budget Committee and have the Downtown Vision Advisory Committee (DVAC) be a Town Manager Committee, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

Mayor Danzinger would like to appoint himself as the Tourist Board Liaison, Commissioner Landsman as the Planning and Zoning Board Liaison, and Vice Mayor Rose as the Parks and Recreation Board liaison.

## 2. Quasi-Judicial Hearings

### 3. Consent Agenda

A motion was made by Vice Mayor Rose to approve the consent agenda, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

#### 3A. Minutes - Sandra N. McCready, Town Clerk

Approved on consent.

[2022-03-08 Regular Town Commission Meeting Minutes.pdf](#)

[2022-02-23 Joint Town Commission and Planning and Zoning Board Meeting Minutes.pdf](#)

[2022-03-29 Special Town Commission Meeting Minutes.pdf](#)

#### 3B. Town Manager's Report - Andrew Hyatt, Town Manager

Approved on consent.

[Town Manager's Report.pdf](#)

#### 3C. Town Attorney Report - Lilian Arango, Town Attorney

Approved on consent.

[Town Attorney's Report.DOCX](#)

#### 3D. Committee Reports - Sandra N. McCready, Town Clerk

Approved on consent.

[2022-01-03 Tourist Board Meeting Minutes.pdf](#)

[2022-02-07 Tourist Board Meeting Minutes.pdf](#)

[2022-02-23 Joint Town Commission and Planning and Zoning Board Meeting Minutes.pdf](#)

[2022-02-24 Planning and Zoning Board Meeting Minutes.pdf](#)

#### 3E. Resolution Amending Resolution No. 2021-2827 to Revise Fiscal Year 2022 Police Forfeiture Expenditures - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION NO. 2021-2827 TO REVISE THE FISCAL YEAR 2022 POLICE FORFEITURE FUND EXPENDITURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends a motion to approve a Resolution authorizing an amendment to Resolution No. 21-2827 adopted on November 9, 2021 to revise the police forfeiture expenditures for Fiscal Year 2022, including the approval of the

expenditure of \$79,533.33 from the Police Forfeiture Fund to support crime prevention initiatives and materials, promotional activities, community-based programs, an SRO, special police equipment, reports, audits and bank fees.

Approved on consent.

[Reso Amending Reso 21-2827 Police Forfeiture Funds.docx](#)

**3F. Arbor Day Proclamation/Resolution Approval - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE'S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAIMING APRIL 29, 2022, IN THE TOWN OF SURFSIDE AS "ARBOR DAY"; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends approval of Resolution and Proclamation

Approved on consent.

[Proclamation Request Form.doc](#) [Resolution - Proclamation Arbor Day 2022.DOC](#)

**3G. Town Shuttle Contract Extension - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR MUNICIPAL BUS SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIFTH AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends that the Town extend the agreement with Limousines of South Florida, Inc. to avoid any disruption of service as the Town transitions to a new shuttle service.

Approved on consent.

[Reso Approving Fifth Amendment Renewal - Limousines of S. FL.docx](#) [Fifth Amendment Renewal - Limousines of South Florida TA v1.doc](#)

**3H. Certification of Surfside General and Special Municipal Elections held March 15, 2022 - Sandra N. McCready, Town Clerk**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF**



**SURFSIDE GENERAL AND SPECIAL MUNICIPAL ELECTIONS HELD ON MARCH 15, 2022 FOR THE ELECTION OF MAYOR AND FOUR (4) TOWN COMMISSIONERS AND FIVE REFERENDUM/BALLOT QUESTIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends that the Town Commission adopt the Resolution.

Approved on consent.

[Resolution Certifying Town General and Special Elections.pdf 2022 Official Results and Certification.pdf](#)

**3I. Authorizing the Purchase of Police Laptops - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND APPROVING THE QUOTE FROM CDW GOVERNMENT, LLC FOR THE PURCHASE OF THIRTY-SEVEN (37) FULLY-INTEGRATED POLICE MOBILE LAPTOP COMPUTERS IN AN AMOUNT NOT TO EXCEED \$113,309.17 BY UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NO. 43211500-WSCA-15-ACS; FINDING THAT THE PURCHASE OF THE POLICE MOBILE LAPTOP COMPUTERS ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ISSUE A PURCHASE ORDER FOR THE POLICE MOBILE LAPTOP COMPUTERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends Commission approval for the purchase from CDW Government, LLC for the Purchase of Thirty-Seven (37)

Fully Integrated Police Mobile Laptop Computers in an Amount Not to Exceed \$ 113,309.17 by Utilizing the Terms and Conditions of the Florida Department of Management Services Contract No. 43211500-WSCA-15-ACS.

Approved on consent.

[Reso Approving Purchase of Police Laptops.docx Laptop Quote.pdf](#)

**3J. Authorization to Expend on Video Surveillance and Recording Camera System - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE AND RECORDING CAMERA SYSTEM EQUIPMENT FOR TOWN HALL FROM STREAMLINE VOICE & DATA INC.; 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 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.**

Town Administration recommends a motion to approve the resolution to authorize the expenditure of \$28,394.00 with StreamLine Voice & Data for an upgraded video surveillance and recording camera system to be installed in the Town Hall and Police Department area.

Approved on consent.

[Surfside Camera Estimate.pdf](#)

[Resolution Approving Purchase of Video Surveillance and Recording Camera System.DOCX](#)

**3K. Approval of Laserfiche Cloud Agreement - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF LASERFICHE CLOUD HOSTING SERVICES FROM MCCI, LLC TO MAKE PUBLIC RECORDS READILY ACCESSIBLE THROUGH THE CLOUD; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) AND 3-13(7)j. OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO A MASTER SERVICES AGREEMENT FOR THE SERVICES WITH MCCI, LLC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends approval of the resolution authorizing execution of the attached agreement and to expend required funds.

Approved on consent.

[Reso Laserfiche CCloud Services.docx](#)

[Quotation/Proposal- Town of Surfside.pdf](#)

**3L. FY 2022 Budget Amendment Resolution No. 4 - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Administration recommends approval of the budget amendment.

Approved on consent.

[FY2022 Budget Amendment No. 4 TCM 04122022.pdf Budget Amendment No. 4.DOCX](#)

#### 4. Ordinances Second Reading

##### 4.A.1 Memo in Support of Ordinance Amending Scope of 24 Inch Setback Encroachment - Former Commissioner Eliana Salzhauer (First Reading occurred on March 8, 2022)

**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”, SPECIFICALLY SUB-SECTION 90-47.1 TO RESTRICT PROJECTIONS FOR CERTAIN ARCHITECTURAL ELEMENTS AND TO PROHIBIT COMBINING ALLOWED ENCROACHMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Amend Zoning code to reflect the impact of the recent text amendment that removed the requirement of a wedding-cake design in the H-120 district by adopting this (2nd Reading) Ordinance Amending Scope of 24 Inch Setback Encroachment.

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

The following individuals from the public spoke:

Eliana Salzhauer spoke regarding the item and explained what the ordinance entails. George Kousoulas spoke regarding comments made by the public as it pertains to the balcony projections.

Shannon Gallagher stated that Vice Mayor Rose should recuse himself since he has an interest in Champlain Towers South and spoke regarding the projection of the balcony of the Hillcrest.

Vice Mayor Rose asked Town Attorney Recio to provide clarification on the language.

Town Attorney Recio clarified the code and the language and explained the ordinance. He stated that if you want to move forward with something within the title you can but if the title has to change you have to start from scratch.

Commissioner Meischeid asked if they could accept this with modifications.

Town Attorney Recio stated that not tonight, they would have to come back with a new ordinance in first reading. He explained what the options the Commission has with this item as it pertains to the modifications.

Town Attorney Arango stated that the title does not allow combining the elements.

Mayor Danzinger spoke regarding the language and prior language the Planning and Zoning Board made.

Vice Mayor Rose explained the language from the Planning and Zoning Board.

Commissioner Landsman addressed the comments made by the public speakers and stated that it was not well thought through and to come back with a properly worded ordinance.

Mayor Danzinger closed public comments.

A motion was made by Vice Mayor Rose to reject the ordinance as written and have the Planning and Zoning Board look at the language at their next meeting, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Second Reading Ordinance - 24 inch.docx](#)

**4.A.2 Anti-Semitism Flyer** - Former Mayor Burkett (First Reading occurred on March 8, 2022)

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-2. - "CONSIDERATION OF ANTI-SEMITISM AND HATE CRIMES IN ENFORCING LAWS", TO STRENGTHEN AND AMEND THE DEFINITION AND EXAMPLES OF ANTI-SEMITISM THAT MAY BE CONSIDERED IN THE EVALUATION OF EVIDENCE OF ANTI-SEMITISM IN ENFORCING LAWS, INCLUDING EXAMPLES OF ANTI-SEMITISM RELATED TO ISRAEL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

Support victimized Surfside's and others victimized by similar flyers by adopting the attached ordinance.

Town Clerk McCready read the title into the record.

A motion was made by Commissioner Velasquez to approve the ordinance on second reading, seconded by Commissioner Meischeid.

The following individuals from the public spoke:

Eliana Salzhauer  
Gerardo Vildostegui  
Charles Burkett

Mayor Danzinger closed public comments.

Mayor Danzinger provided his comments on the item and explained hate crime and the language was approved by federal agencies.

The motion carried with a 5-0 vote.

[Ordinance Amending Section 54-2 Anti-Semitism.pdf](#)

## First Reading

### 5. Resolutions and Proclamations

#### 5A. Authorizing Additional Expenditure of Legal Fees and Costs to Special Counsel - Appeal of the Federal Aviation Administration's South Central Florida Metroplex Project - Lillian Arango, Town Attorney

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING ADDITIONAL EXPENDITURE OF FUNDS TO SPECIAL COUNSEL, LEECH TISHMAN FUSCALDO & LAMPL, FOR LEGAL FEES AND COSTS, IN CONNECTION WITH THE APPEAL OF THE FEDERAL AVIATION ADMINISTRATION'S (FAA'S) SOUTH CENTRAL FLORIDA METROPLEX PROJECT (METROPLEX); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approve the Resolution authorizing additional expenditure of legal fees and costs to Special Counsel in connection with the appeal of the FAA's Metroplex project.

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

Mayor Danzinger stated that this item is linked to item 9C.

A motion was made by Commissioner Velasquez to approve the resolution, seconded by Commissioner Meischeid.

Commissioner Velasquez stated that Mayor Burkett had provided this item when he was Mayor and he would like to speak on the item.

Mayor Burkett provided a summary of the item and explained the issues the Town residents experienced with the problems with the FAA and the changes to flight paths.

The following individual from the public spoke:

Eliana Salzhauer

Town Attorney Arango explained the item and the funding needed to continue.

Mayor Danzinger asked for clarification what the initial approval by the previous commission was.

Town Attorney Arango stated that it was to retain special counsel and pay the retainer fee and explained the different resolutions that were passed, and the amounts requested. She stated to date there has been approximately \$131,000. They are estimated additional funds needed.

Mayor Danzinger spoke regarding parameters and limitations.

Town Attorney Arango stated that she will advise special counsel that this amount is to finish the oral arguments. The funds are to conclude the appeal process.

Mayor Danzinger stated that this will be for the oral arguments.

Mr. Burkett stated that it is to finish the appeal and the brief is over 2,000 pages long.

Vice Mayor Rose spoke regarding conversations he had with Mayor Burkett and that this is a problem and agrees with Mayor Danzinger.

Commissioner Velasquez stated that she believes this is something that we need to spend the money on and it is a quality of life issue.

Commissioner Meisheid agrees that they need to finish it till the end.

Commissioner Landsman agrees to see this to the conclusion.

Town Attorney Arango stated that this is for the legal process.

Mayor Danzinger wants to have a cap on it.

The motion carried with a 5-0.

A motion was made by Vice Mayor Rose to extend the meeting to 11:30 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0.

[Reso Authorizing Additional Legal Fees and Costs to Special Counsel - FAA Metroplex Appeal.docx](#)

### **Proclamation Education -**

Mayor Danzinger read the proclamation into the record and made the presentation.

## 6. Good and Welfare

The following individuals from the public spoke:

Jennifer Rotker spoke regarding why she likes Surfside and what makes it special.

Eliana Salzhauer spoke regarding the plastic straws back on the table and requested them to take environmental protection seriously.

Shannon Gallagher spoke regarding the previous item on the quasi judicial agenda.

Carolyn Baumel congratulated all the members and spoke regarding the ordinance of the dock extension. She requested to revisit the DERM requirements as it pertains to dock extensions. She also spoke regarding how Code Enforcement's behavior towards the residents are.

Bruce Faulkner spoke regarding plastics in the ocean. Horace Henderson spoke regarding the Hillcrest project.

George Kousoulas spoke regarding the zoning code and design guidelines.

Mandyf Davenport asked the Commission to focus on what is important to the residents.

Ben Jacobson congratulated the new Town Commission and spoke regarding plastic straws.

Geraldo Vildostegui congratulated the Commission and was impressed with the campaign with civility and provided a suggestion and spoke regarding the Mayor's introductory statement. He spoke regarding the plastic straws.

Bob Fisher spoke regarding the memorial site and if anything was done to check for Indian artifacts.

Jeffrey Platt spoke regarding different items.

A motion was made by Commissioner Velasquez to continue with Good and Welfare, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

Philip Zyne congratulated the Commission and spoke regarding the enhancement of the beach path and the beach itself.

Paul O'Malley spoke regarding the environment and beach cleanup.

Debbie Cimadevilla congratulated the new Commission and knows they will do a great job. Joshua Epstein stated that he has faith in all of them and spoke regarding the plastic straws.

Commissioner Velasquez clarified what her intention was with the plastic straws, which was not to bring back plastic straws but to find other things that they can use instead of paper straws.

Mayor Danzinger closed good and welfare.

## 7. Town Manager and Town Attorney Reports

Commissioner Velasquez would like to have the Town Manager Report and the Town Attorney Report to be provided verbally.

Town Manager Hyatt stated that he has staff here to provide any information needed.

Town Attorney Arango stated that the code states that the documents still need to stay on the agenda and she can provide a verbal update if needed.

Mayor Danzinger stated it would be to provide highlights not the entire report.

## **8. Unfinished Business and New Business**

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

The following individuals from the public spoke as per the Mayor's request for the public to speak on all discussion items with an allotted 3 minutes to speak.

Eliana Salzhauer provided her opinion regarding all discussion items. Gerardo Vildostegui provided his opinion regarding all discussion items. Charles Burkett spoke regarding flyers.

Mayor Danzinger explained to the public that these are strictly discussion items and they would come back on the agenda and the public will have time to speak on the items again.

Daniel Gielchinsky provided his opinion on all discussion items. He spoke regarding gratitude and for their service. He also spoke regarding Autism month.

Ben Jacobson provided his opinion on all discussion items and the Town Manager's contract. He spoke providing good salaries to all employees.

Judith Frankel spoke regarding understory and other discussion items. George Kousoulas spoke regarding artificial turf and understory.

Jennifer Rotker provided her opinion on understory and fishing at the street ends. Judy Martinez provided her opinion on several discussion items.

Monica Otano spoke regarding fishing at the bay.

Rodrigo Butoni provided his opinion on the discussion items including fishing at the street ends.

Jeffrey Platt spoke regarding dogs pooping and the owners not picking up after their pets.

Mayor Danzinger closed public comments.

### **9A. Amending the Town's Purchasing code (Chapter 3) - Commissioner Nelly Velasquez**

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.

The item was not discussed and will be deferred to the next meeting.

[Ordinance No. 2020-1708 Purchasing Code.pdf](#)



**9B. Amend Tourist Board Ordinance - Commissioner Nelly Velasquez**

Amend current Tourist Board Ordinance

The item was not discussed and will be deferred to the next meeting.

**9C. Jet Engine Noise Over Surfside 24 Hours a Day Update. - Commissioner Nelly Velasquez**

Provide an update on the status of the legal action and former Mayor Burkett's progress on redirecting the constant parade of commercial jet flights over Surfside. Continue working to restore the flight path that existed for decades, which will restore the tranquility which has been destroyed by the constant overflights.

Item was linked to item 5A (Authorizing Additional Expenditure of Legal Fees and Costs to Special Counsel - Appeal of the Federal Aviation Administration's South Central Florida Metroplex Project) and heard.

**9D. Undergrounding Process - Andrew Hyatt, Town Manager**

Town Administration is seeking guidance to move forward on the Town undergrounding project.

Assistant Town Manager Greene provided an update on the undergrounding process with KCI and Paul Abbott. He provided the three things that make sense.

Commissioner Velasquez asked regarding engaging with bond counsel.

Town Manager Hyatt suggested to have the Commission provide direction to the Town Manager to work on the process.

A motion was made by Commissioner Velasquez to accept Assistant Town Manager Greene's recommendations as provided in the commission communication to include discussion with ATT, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to extend the meeting until 12:00 a.m., seconded by Mayor Danzinger. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

A motion was made by Commissioner Meischeid to hear item 9J (Understories) to be heard next, seconded Vice Mayor Rose. The motion carried with a 5-0 vote.

**9E. Improving Walkability and Pedestrian Safety within the Residential Area -**  
Mayor Shlomo Danzinger

For the commission to deliberate and conclude on a course of action of improving the walkability and pedestrian safety within the residential streets of Surfside, and to direct the town manager to report back at the next scheduled commission meeting with an implementation timeframe and associated costs based upon the recommendations of the commission.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to direct the Town Manager to come back at the next town commission meeting to provide an implementation timeframe and associated costs, seconded by Commissioner Landsman. The motion carried with 5-0 vote.

Mayor Danzinger provided an explanation of the item.

Commissioner Meischeid asked if it would make sense to do a workshop to get the residents input along with Public Works Director Gomez to get an understanding of the plan.

Mayor Danzinger stated that this came before the Commission about three years ago and explained the process and this would give a start.

Commissioner Landsman stated that actions speak louder than words and he knows that the prior commission studied it, and nothing got done. He asked Town Manager Hyatt that whoever gives the information to come up with some improvements and get this done and what can be done short term without needing the approval from the County or FDOT.

Commissioner Velasquez asked if he is proposing doing one -way streets. She stated that if her proposal is to do one-way streets, you need to do a survey for the residents and community input.

Mayor Danzinger stated that there will be another discussion regarding one-way streets.

Vice Mayor Rose stated that at one point they studied painting the streets green and white. He suggested that painting the streets white in the interim and what will the Town look like once undergrounding takes place. It is important to have the test trial before they tear the streets out.

[bike-path-sample.jpg](#)

**9F. Town Manager's Contract - Vice-Mayor Jeff Rose**

To direct the Town Attorney to work with Mayor Danzinger on a new contract.

A motion was made by Vice Mayor Rose would like to move this item to be heard after item 9H (Traffic Calming Solutions within the Residential Area), seconded by Commissioner Meischeid. The motion carried with 5-0.

A motion was made by Vice Mayor Rose to work with Town Attorney Arango to work on a contract for the Town Manager to include salary, seconded Commissioner Velasquez. The motion carried with a 5-0 vote.

Vice Mayor Rose thanked Town Manager Hyatt for his work.

Town Attorney Arango stated that they need more direction as to term and compensation.

Vice Mayor Rose stated that he would like a term on the contract and compensation.

Town Manager Hyatt explained that he could be let go at any time and literally it is a day to day and he is fine either way.

Town Attorney Arango stated that she does not think that term needs to be there.

A motion was made by Vice Mayor Rose to extend the meeting for an additional 15 minutes (until 11:45 p.m.), seconded Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to move item 9D (Undergrounding Process) to be heard next, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

**9G. Town Gazette - Mayor Shlomo Danzinger**

To direct the Town Manager to establish a policy to manage the Town Gazette as an administrative publication, free from any messages from the Town Commission.

A motion was made by Mayor Danzinger to move item 9G (Town Gazette), seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Mayor Danzinger explained the item and would like to have the Town Manager establish a policy to manage the Town Gazette.

A motion was made by Commissioner Meischeid to direct the Town Manager to establish a policy to manage the Town Gazette, seconded by Vice Mayor Rose. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Landsman voting in opposition.

Commissioner Landsman stated that the Town Gazette was being used by elected officials for political purposes.

Mayor Danzinger stated that the gazette was putting individuals against each other and leaving it on would continue to perpetuate a divisive environment.

Commissioner Velasquez disagrees and stated that it is a form that the Commission uses to get information out to the residents.

Mayor Danzinger stated that the Commission gave directive to the Town Manager to have a section dedicated to each one of them on the gazette.

Commissioner Velasquez continued discussing the gazette and suggested putting parameters on what is being placed and only allow improvements being made.

Mayor Danzinger stated that he did read the commission corner, and this is about making sure not to be divisive.

**9H. Traffic Calming Solutions within the Residential Area - Mayor Shlomo Danzinger**

For the commission to discuss possible solutions and consider methods as advised and brought forth by the Town Manager and Public Works Department. To direct the Town Manager to put into motion solutions as determined by the committee in an effort to discourage speeders and outside commuters from cutting through our residential streets.

A motion was made by Vice Mayor Rose to come back with solutions, consider methods and bring back this item in the May meeting, seconded by Commissioner Meischeid. The motion carried with a 5-0.

Commissioner Landsman provided his input on the item.

**9I. Amendment to Section 54-78 - Prohibited Noises - Mayor Shlomo Danzinger**

To amend Town Code Section 54-78 - Prohibited Noises - to specifically allow for residents to utilize devices such as lawns mowers, hedge clippers, and other mechanical devices for personal lawncare on Sundays and Saturdays, between the hours of 10 AM - 6 PM. Commercial contractors, such as landscapers, will be prohibited from utilizing these devices on Saturday and Sunday.

The item was not discussed and will be deferred to the next meeting.

**9J. Understories - Commissioner Marianne Meisheid**

Bring back a text amendment for first reading before the Town Commission.

A motion was made by Commissioner Meisheid to bring back a text amendment as stated in the agenda and exclude item 3 as written in H30C and H40C before the Town Commission for first reading, seconded by Commissioner Landsman. The motion carried with 4-1 with Commissioner Velasquez voting in opposition.

Commissioner Meisheid provided a background on the item.

Mayor Danzinger asked regarding H30A and H30B, H30C and H40 and asked Mr. Kousoulas what would be the difference.

George Kousoulas explained the difference between them.

Town Attorney Recio explained understory as it pertains to to the code.

Commissioner Velasquez stated that this is not in the Charter and anybody can change it.

Town Attorney Arango asked Commissioner Velasquez to allow Town Attorney Recio to answer her question politely.

Town Attorney Recio explained that the charter does not specify the number of stories.

Mr. Kousoulas continued explaining that this is to make things align.

Commissioner Landsman spoke regarding the concerns about larger homes being built that are rectangular and asked the Town Attorney to come back with some creative alternatives that can give our Town more open pervious areas.

Commissioner Velasquez stated that she is fine with this if you are only putting one story on top, but she does not agree putting two additional stories and that Vice Mayor Rose might have a conflict.

Vice Mayor Rose stated that he spoke with Town Attorney Arango regarding a possible conflict and he received an opinion that stated he did not have a conflict.

Town Attorney Arango stated that Town Attorney Meyers did provide an opinion and stated that Vice Mayor Rose does not have a conflict and is able to speak on the item.

Vice Mayor Rose spoke regarding the understory and any height change needs to go to the voters.

Commissioner Velasquez asked if there is 30 feet.

Town Attorney Arango stated to the Town Attorney Recio not to continue answering the question because he is not being heard and respected.

Mayor Danzinger asked Town Attorney Recio to please continue explaining.

Town Attorney Recio explained the 30 feet and you cannot exceed the height that was in place in 2004.

A motion was made by Vice Mayor Rose to extend the meeting 15 minutes, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

Mayor Danzinger clarified the original motion and the amendment.

Commissioner Landsman explained that the Planning and Zoning Board does review and approve items.

[Understory Text Amendment Draft.docx](#)

**9K. Amendment to Section 86-2 of Town Code to Allow Fishing at (Bay) Street Ends - Mayor Shlomo Danzinger**

For the Commission to direct the Town Attorney to prepare an amendment to Section 86-2 (Prohibition on Fishing) of the Town Code to allow fishing at the Bay (Street Ends) and other public property as feasible (excluding the beach) from dawn to dusk, in order to provide Town residents and the public access to the water for fishing and recreational use. Once the Town Code is amended, to further direct the Town Manager to remove the "no fishing" signs located at the Bay (Street Ends) in accordance with the new ordinance. To amend any other sections of the Town Code, if necessary, to accomplish the aforementioned direction.

The item was not discussed and will be deferred to the next meeting.

["No Fishing" Sign.jpg](#)

**9L. Discussion Amend Leaf Blower Ordinance - Commissioner Nelly Velasquez**

To permit the use of gasoline leaf blowers.

The item was not discussed and will be deferred to the next meeting.

**9M. Discussion Amend Synthetic Turf Ordinance - Commissioner Nelly Velasquez**

Minutes  
Regular Town Commission Meeting  
Tuesday, April 12, 2022  
Page 22

To remove permit requirements and other items.

The item was not discussed and will be deferred to the next meeting.

**9N. Discussion Repeal Plastic Ordinance** - Commissioner Nelly Velasquez

Paper goods destroy trees. Cutting trees is worse for the environment than properly recycling plastic.

Item was withdrawn by Commissioner Velasquez.

**9O. Dog on Leashes Ordinance** - Commissioner Nelly Velasquez

To enforce the dog leash ordinance to include the entire town.

The item was not discussed and will be deferred to the next meeting.

**10. Adjournment**

A motion was made by Commissioner Velasquez to adjourn the meeting. The motion died for lack of a second.

A motion was made by Commissioner Velasquez to adjourn the meeting. The motion died for lack of a second.

A motion was made by Vice Mayor Rose to adjourn the meeting at 12:30 a.m., seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Respectfully submitted,

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

Attest:

\_\_\_\_\_  
Sandra McCready, MPA, MMC  
Town Clerk

\_\_\_\_\_  
Shlomo Danzinger, Mayor



**Town of Surfside**  
**Special Town Commission - Quasi-Judicial Hearing**  
**MINUTES**  
**April 12, 2022**  
**6:00 PM**  
Commission Chambers - 9293 Harding Avenue  
Surfside, FL 33154

**1. Opening**

**1.A Call to Order -**

Mayor Danzinger called the meeting to order at 6:08

p.m. **1.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 Kesi and Commissioner Eliana Salzhauer (arrived at 7:06 p.m.).

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

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

**2.A 9165 Collins Avenue – Hillcrest by the Sea – 9165 Surfside LLC Site Plan Approval - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/DENYING] AN APPEAL OF THE APPLICATION OF ZONING IN PROGRESS TO ROOFTOP AMENITIES; [APPROVING/DENYING] A SITE PLAN APPLICATION TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED AT 9165 COLLINS AVENUE, SURFSIDE, FLORIDA, FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 14 DWELLING UNITS AND 32 PARKING SPACES SUBJECT TO CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**



Staff evaluated the development proposal relative to the requirements of Section 90-20(2)(a) of the Zoning Code and found the proposal conforms to the Comprehensive Plan and the Zoning Code. The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation will be reduced with improved access to Collins Avenue and on-site service deliveries. Redevelopment of the parcel will have a favorable impact on the economy of the Town and the building design is consistent with the community character of the beach side neighborhood.

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

Town Clerk McCready confirmed notice requirements.

Town Attorney Recio polled the Commission Members.

Mayor Danzinger had a conversation with Bill Thompson not directly on this item but it did come up in passing.

Commissioner Landsman had communication with Bill Thomspson, Fort Partners.

Commissioner Meischeid had communication with Bill Thompson, Fort Partners.

Vice Mayor Rose had communication with Bill Thomspson, Fort Partners.

Commissioner Velasquez had communication with Bill Thompson, Fort Partners.

Mayor Danzinger went over the process of decorum and Robert's Rules of Order.

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

Town Clerk McCready swore in staff that will be testifying in these proceedings.

Town Planner Keller gave his staff recommendations as it pertains to this project.

Deputy Town Clerk Herbello swore in all applicants.

Ian DeMello, attorney for the applicant spoke regarding the project and introduced staff and experts that are present.

James Galvin, Fort Partners, provided a summary of the project and Hillcrest Facts and revenue projections including economic benefits, Town benefits and development plan.

Commissioner Velasquez asked regarding the landscaping of the hard pack and will it hide the construction.

Mr. Galvin stated that it is and will be a buffer for the construction.

Mr. DeMello stated that they would like to reserve some time for rebuttal and they have their experts here to answer any questions.

Curt Denwolf, architect for Fort Partners spoke regarding the architecture of the project.

Mr. DeMello stated this concludes their presentation.

Mayor Danzinger stated that all comments be addressed through the Chair and stated the decorum statement which will be enforced.

The following individuals from the public spoke:

Lars Skaarup spoke against the project and the balconies. He stated that Vice Mayor Rose should recuse himself due to his connection with his family at Champlain Towers South.

Horace Henderson spoke against the project and capping of the building height at 120 feet.

Victor May spoke in favor of the project and to consider the contributions of the development to beautify the beach and possibly plant palm trees on the beach which will help with erosion.

Jeffrey Platt spoke regarding the presentation and the mention of beach access. He stated that this development will want lounge chairs and amenities and will have a big impact on the beach.

Eliana Salzhauer spoke regarding the safety and the impact it could have on other buildings.

Jennifer Rotker requested for the project be put on hold until they find out what happened at Champlain Towers South.

Mary Spillane spoke against the project and believes building so close to a property line is not correct.

Shannon Gallagher spoke against the project and sunshine rules have been violated and decisions being made and does not see anything in response that were raised in prior meetings on Town Planner Keller's recommendations.

Taras Titanenko spoke against the project and approving this would be reckless.

A motion was made by Vice Mayor Rose to extend the meeting an additional 30 minutes (until 7:30 p.m.), seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Deborah Duvdevani spoke against the project and the pervious area required by code.

Gilbert Garcia spoke in favor of the project and the letter he sent to the Commission. Carolyn Baumel spoke in favor of the project and is not in favor of

removing the balcony architectural detail and the team of Fort Partners has put together something very beautiful.

Sebastian Garcia spoke in favor of the project and spoke regarding the safety and the work Fort Partners has done. He also spoke regarding the survey Fort Partners is offering the Carlyle free of charge.

Judith Frankel spoke as the Chair of the Planning and Zoning Board and stated that the design is beautiful and will fit in. The landscaping architecture goes beyond what is required. She stated that the project presented is smaller than what they are allowed to build.

George Kousoulas spoke in favor of the project and there should not be any question on the height and the comprehensive plan predicted this building for 30 years.

Mayor Danzinger closed public comments.

Commissioner Meischeid asked Town Attorney Recio regarding comments were made that he was incorrect and what sections of the code pertain to this project.

Town Attorney Recio addressed the comments made and provided the section of the code that relates to and read those sections into the record.

Commissioner Meischeid asked Town Attorney Recio if we are in the zoning in progress.

Town Attorney Recio stated that they are in the zoning in progress and there is an appeal as it pertains to the roof top amenities and requested that they do not apply the zoning in progress to the rooftop.

Commissioner Meischeid asked if this project is within the Municode section and which section it would be.

Town Attorney Recio stated the section of Municode where it would fall under.

Commissioner Meischeid stated that based on what he stated that it should be approved.

Commissioner Velasquez asked Town Attorney Recio to repeat item 6 criteria.

Town Attorney Recio read item 6 of the criteria into the record.

Commissioner Velasquez stated that they would have some say if there would be problems with the setbacks. She asked that based on the fact that Planning and Zoning reviewed this, does it conform to the code.

Town Attorney Recio stated that Planning and Zoning Board approved it with the exception of the extension of the balcony and the Town Commission is the arbitrator and does not provide any cut through the beach.

Commissioner Landsman stated as noted he was on the Planning and Zoning Board and this application did come before them. He stated that at the Planning and Zoning Board many things were considered. He asked if the Town Planner and Building Official still are comfortable with what is being presented. He asked for clarification if the project meets code.

Town Planner Keller stated that this application meets all the code requirements and stated that the setbacks are not an issue and it is for the Commission to determine if the architectural feature is something they want to address. He stated that his staff report states that it meets code.

Commissioner Landsman asked the Town Attorneys regarding the last ordinance drafted regarding the 24 inch decorative feature and are they bound by it for this discussion since it has not passed on second reading yet.

Town Attorney Recio stated it is not law yet since it has not been adopted as of yet, and it meets code.

A motion was made by Vice Mayor Rose to extend the meeting 15 minutes (until 7:40 p.m.), seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Vice Mayor Rose asked if they went with the wedding cake design, would it have been a larger building.

Town Planner Keller stated that it would have been larger on the bottom and closer to the Carlyle.

Vice Mayor Rose spoke regarding the design complying with the NGVD and the Carlyle is roughly the same size as this project.

Town Attorney Recio stated that they do comply and the Carlyle is roughly the same size. He gave a history of the submittal of this application and the zoning in progress that was in place at that time.

Vice Mayor Rose asked if the balcony features in the project are similar to the Arte balcony features.

Town Attorney Recio stated yes.

Vice Mayor Rose stated that other buildings have those similar balcony features and have been allowed to have them in place. He spoke regarding the safety implementation Fort Partners have put in place and used.

Mayor Danzinger spoke regarding the safety plan.

Terry Berrett, Senior President, engineering firm representing Fort Partners spoke regarding the safety procedures and vibrations put in place.

Mayor Danzinger asked what the post construction time frame would be.

Mr. Berrett stated that it should be done at the end.

Mr. Galvin stated that the ordinance passed on safety stated when the post construction survey must be done.

Commissioner Landsman asked regarding the seismic monitoring and would require permission from neighboring buildings and if there are recourses.

Mr. Galvin addressed the comments made by Commissioner Landsman.

Vice Mayor Rose asked if they need the association's approval or one member of the building.

Mr. Galvin stated that they need the association's approval.

Mayor Danzinger asked regarding the pilings.

Matthew Meyer, Landon Engineering, Geotechnical Engineer representing Fort Partners spoke regarding dewatering and vibration monitoring. He explained how they would be constructing.

A motion was made by Vice Mayor Rose to extend the meeting 15 minutes (until 8:00 p.m.), seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

Mayor Danzinger asked regarding the sheet pile.

Mr. Meyer addressed the comments made by Mayor Danzinger.

Mr. Galvin stated they are focused on safety and introduced Mr. Pesterino.

John Pesterino, representing Fort Partners, stated that he wrote the 40 year recertification in the 1970s and gave a history of his experience. He spoke regarding the safety and has no problems with this project.

Mr. DeMello closed out their presentation and believes they addressed everything in the code.

Mayor Danzinger stated that the project meets the code.

Vice Mayor Rose spoke regarding some conditions to be added and stated them for the record.

Bill Thompson, Fort Partners, spoke regarding the conditions met and will entertain the conditions.

Mr. DeMello spoke regarding a conditions being requested and the condition as it pertains to the noise and music from 7:00 p.m. to 11:00 a.m.

Mayor Danzinger stated he has seen music at Town at night and it should be consistent.

Town Attorney Recio asked if it is to be consistent with the Town Code.

Town Attorney Arango stated that the intent of the code is from 11:00 p.m. to 7:00 a.m. and it is consistent with the request.

Commissioner Landsman stated that the balcony extension is on the other side of the Carlyle.

Commissioner Velasquez thanked them for the work they have done.

Commissioner Meischeid thanked them for the project and it is a beautiful one.

A motion was made by Vice Mayor Rose to approve the item with the conditions stated including the appeal and with the rooftop, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Staff Report for TC\\_4-12-22.docx](#)

[Resolution Approving/Denying Site Plan - 9165 Collins Avenue.pdf](#) [9165 Collins Avenue Site Plan.pdf](#)

A motion was made by Vice Mayor Rose to extend the meeting by 30 minutes (until 7:30 p.m.), seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

### **3. Adjournment**

A motion was made by Vice Mayor Rose to adjourn the meeting without objection at 8:00 p.m., seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Respectfully submitted,

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

Attest:

\_\_\_\_\_  
Sandra McCready, MPA, MMC  
Town Clerk

\_\_\_\_\_  
Shlomo Danzinger, Mayor





**Town of Surfside  
Special Town Commission Meeting  
MINUTES  
April 27, 2022  
6:00 PM  
Commission Chambers**

**1. Opening**

**1.A Call to Order -**

Mayor Danzinger called the meeting to order at 6:00 p.m. He reminded the public about the decorum statement.

**1.B Roll Call of Members -**

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, Commissioner Fred Landsman, Commissioner Nelly Velasquez and Commissioner Marianne Meischeid.

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

**1.C Pledge of Allegiance -**

Police Chief Torres conducted the Pledge of Allegiance.

**2. Mayor, Commission and Staff Communication**

**2.A First Amendment to Town Manager's Employment Agreement -**

Shlomo Danzinger, Mayor

For the Commission to review and approve the Town Manager's Employment Agreement as amended by the Mayor and the Town Attorney.

Mayor Danzinger advised the public that there is a meeting that will be starting at 7:00 p.m. sharp and this meeting must finish by 6:45 p.m.

The following individual from the public spoke:

Carolyn Baumel stated that she is in agreement with giving the Town Manager an increase as well as the employees of the Town.

Mayor Danzinger explained the process of starting with a motion for purposes of discussion.

A motion was made by Vice Mayor Rose, seconded by Commissioner Landsman.

The following individuals from the public spoke:

Eliana Salzhauer stated that her comments are not personal and likes Town Manager Hyatt and he is doing a good job. Her objection is the noticing of the meeting, the time of the meeting, and how grossly out of whack the bump of the increase is as it compares to other municipalities.

Jeffrey Platt stated that this is not personal to Mr. Hyatt and stated that there is constant traffic issues, speeding and dogs pooping in Town. He spoke against the large increase being proposed.

Charles Burkett gave a perspective; he spoke regarding the good feeling of this Commission. He stated that they had at one point a great Town Manager and they lost him because of things that took place with the past Commission. The new manager came in with a very difficult commission and he still did a great job. He spoke regarding the great job he has done during COVID and the collapse. He stated that although the Town is small one still needs an experienced and qualified manager.

Diana Gonzalez stated that she disagrees with the salary increase for the amount of the increase. She agrees with a 3% salary increase retroactive and asked who did his evaluation and the evaluation and increase has always been made public.

Joshua Epstein stated that he has had a great experience with Mr. Hyatt and spoke regarding pay increases but is not in agreement with the large increase. He spoke prioritizing giving 5-7% increase to the Town employees.

Mayor Danzinger closed public comment.

Mayor Danzinger addressed the comments made by the public and stated that this is where they will discuss the item. He stated that they also pay taxes and explained the thought process of how they brought the item to the Commission. He stated that they looked at the market value and comparison to neighboring cities and there is a reason why 7 directors left the Town. He provided the comparison of similar municipalities and what they are trying to do is bringing this to market value. He spoke regarding the work he does and what takes place. He spoke regarding the survey and median salary.

Commissioner Landsman thanked the public for their input. He stated that due to Sunshine Laws in the State of Florida this is the only time they can speak. He spoke regarding the surprise of the number of the increase and spoke about considering alternatives. He stated that he has experience in human resources,

compensation, increases and hiring personnel. He stated that he cannot support \$230,000 but will support another number. He spoke regarding the fact that the Town Manager he was supposed to have a review after 6 months and then in a 1 year and that did not take place and he understands there were circumstances that did not allow this to happen and it was never addressed. He stated that this should have been addressed prior to this Commission being elected. He gave the numbers from our previous Town Manager.

Commissioner Velasquez commented on the statement made by Commissioner Landsman that the Town Manager was to receive a year increase not a 6-month increase.

Commissioner Landsman stated that he understands the challenges he worked through and agrees with an increase and he would like to negotiate with his fellow commissioners and if they are willing to go with a \$ 10,000 increase. He spoke regarding the hourly employees and they deserve good treatment and now they are getting a union together due to that. He would be comfortable with a yearly salary of \$180,000.

Commissioner Meischeid stated that the Town Manager has done a good job and spoke regarding his work during the collapse. She stated that this sharp increase is not something she would be comfortable with and suggested a salary increase of \$190,000.

Commissioner Velasquez stated that the Town Manager has done a good job and spoke regarding some projects taking too long and described the different projects that are still pending. She stated that he does deserve an increase in his salary and the proposed amount is extremely high and what will he be getting another increase next year. She agrees with what Commissioner Landsman and Commissioner Meischeid and maybe work in the middle to possibly \$185,000 she would be in agreement. She spoke regarding the 3% increase that the previous Town Manager would receive.

Vice Mayor Rose stated that he is supportive of the new contract based on market value. He stated that if he leaves tomorrow that is the amount they would be paying. He spoke regarding the department heads that left and the employee union being created. He stated that they need to move forward and the residents deserve quality and the employees of the Town need to be taken care of as well. He spoke regarding projects coming forward in the Town. He spoke regarding the grant writer and what they paid.

Assistant Town Manager Greene stated they budgeted \$18,000 and paid \$10,000.

Town Manager Hyatt stated that they also received \$2 million dollars from grants thanks to that grant writer.

Vice Mayor Rose stated that if he leaves tomorrow, they will pay that amount for a new Town Manager. He spoke regarding losing employees. He stated that if he does not do a good job and they are not happy with him, they will look for another Town Manager and he will be gone. He stated he is supportive of the yearly salary of \$230,000.

Mayor Danzinger stated that he is looking at the market value of the position and they are compensated correctly.

Commissioner Landsman would support \$185,000.

Mayor Danzinger stated he took the average proposed and they are at \$203,000.

Commissioner Meischeid stated that she did her research and it is a high jump and that is why she came with a 15% increase and 5% with a bonus and retroactive to November 2021 and that would bring it from \$165,000 to \$190,000 and in November 2022 give another 15% to bring them closer to the mark. She feels this is too much of an initial jump.

Mayor Danzinger asked Town Attorney Arango regarding retroactive pay.

Town Attorney Arango stated that Florida Statutes does not permit retroactive pay to Town Managers.

Commissioner Meischeid stated that she would recommend what she stated minus the retroactive pay.

Commissioner Velasquez stated that she agrees with Commissioner Meischeid and in November 2022 they could do another evaluation and has no problem discussing it again for an additional increase. She would like to meet somewhere in the middle and \$185,000 would be a better number.

Vice Mayor Rose stated that he does not want to see people leave and that has been the pattern. He stated to Commissioner Meischeid that he understands where she is coming from and spoke regarding the dollar amount and percentage.

Mayor Danzinger asked for the Commission to be at ease.

Mayor Danzinger brought the meeting back to order.

Vice Mayor Rose stated that there is a big demand for qualified employees and the residents deserve top notch people and the residents expect quality and service. He spoke regarding the percentage being large and spoke regarding his concern with the market value. He stated that if he is not performing at his evaluation, they can then let him go. He stated that he is fine with moving forward with \$230,000. He stated that it should trickle down to the employees.

Commissioner Landsman stated that since he is the motion maker, he would like to call the vote.

The motion failed with a 2-3 vote with Commissioner Landsman, Commissioner Meischeid and Commissioner Velasquez voting in opposition.

A motion was made by Commissioner Landsman to amend the Town Manager's salary to \$185,000 a year and for the increase to be effective on May 1, 2022, seconded by Commissioner Velasquez.

Commissioner Landsman spoke regarding the increase and is not looking at market value. He stated that he does not believe the Town Manager will leave and would like to remain at \$185,000.

Vice Mayor Rose stated that is why they did the pay study and they are not within the market rate and that is why they lost department directors. He stated that is why they did the pay the study and stated he is fine with \$205,000 he would be supportive of that even though he still believes it is low.

Commissioner Velasquez asked what is the company that did the pay study and asked for the name of the employees that left the Town and how long they were employed.

Vice Mayor Rose provided the names of the employees that left.

Commissioner Landsman spoke regarding it not being appropriate with the amount of the increase.

Commissioner Meischeid believes that \$185,000 is appropriate.

Vice Mayor Rose spoke regarding the surrounding municipalities.

Town Manager Hyatt stated that he had no comment.

The motion carried with a 3-2 vote with Vice Mayor Rose and Mayor Danzinger voting in opposition.

[Town Manager salary survey \\_April 2022-b.pdf](#)

[Town Manager salary survey \\_April 2022.pdf](#)

[Reso Approve First Amendment to Employment Agreement with Town Manager.DOC](#)

[First Amendment to Employment Agreement - Town Manager](#)

[Hyatt.DOC Employment Agreement-Town Manager - Andrew](#)

[Hyatt.pdf](#)

**3. Adjournment**

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 7:01 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Respectfully submitted,

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

Attest:

\_\_\_\_\_  
Sandra McCready, MPA, MMC  
Town Clerk

\_\_\_\_\_  
Shlomo Danzinger, Mayor



**Town of Surfside**

**TOURIST BOARD MEETING  
MINUTES  
9293 Harding Avenue, Surfside, FL 33154  
Commission Chambers  
March 7, 2022– 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  
Vice Chair Eli Tourgeman  
Board Member Diana Gonzalez  
Board Member Ian Mavorah

Also Present: Vice Mayor Tina Paul (arrived at 5:38 p.m.)  
Andrew Hyatt, Town Manager  
Roger Pou, Town Attorney  
Malarie Dauginikas, Community Services & Public  
Communications Director  
Frank Trigueros, Tourism Manager

**2. Agenda and Order of Business**

Chair Herman commented on the upcoming Third Thursdays event in her opening remarks and told viewers and participants the information could be found on the Town website. She also spoke about the 2022 Visitor Guide and where copies are available for pickup. She wished a happy birthday to Vice Mayor Paul.

**3. Board Member Recognition 2020-2022**

Town Manager Hyatt presented the Board members with a certificate of recognition for their service and thanked them for the work they have provided to the Town.

Vice Chair Tourgeman wanted to thank all the Board Members as well as Deputy Town Clerk Herbello for her hard work and her very detailed minutes.

Board Member Gonzalez thanked Tourism Manager Trigueros for the excellent work that went into the new Visitor Guide, noting it was a high-quality publication.

Tourism Manager Trigueros thanked the Board and wanted to recognize Multimedia Specialist Luiza Garcia for her work on the project.

Board Member Mavorah asked how often the guide is updated.

Tourism Manager Trigueros stated that it gets printed two or three times a year.

Vice Chair Tourgeman spoke regarding the upcoming election and wanted to make sure that the current Tourist Board is recognized whenever the new Ke turtle sculpture is unveiled.

Vice Mayor Paul thanked the Board Members for their service.

#### **4. Approval of Meeting Minutes: January 3, 2022 and February 7, 2022**

A motion was made by Vice Chair Tourgeman to approve the January 3, 2022 and February 7, 2022 Tourist Board Meeting Minutes, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

#### **5. Resort Tax Collection and Vacancies Report**

Tourism Manager Trigueros provided an update on the collection and compared the percentages before and during the pandemic for the month of November. He noted very strong increases year over year. He spoke about the businesses that closed recently as well as upcoming openings.

#### **6. Jazz On The Beach**

Tourism Manager Trigueros provided an update and introduced Alan Andai with AA Musicians.

Mr. Andai provided a presentation for the jazz event idea which included an overview and two different options. Option one is a minimal footprint where attendees bring their own blankets or chairs. The budget would allow for two events in the minimal footprint option, or one larger scale event.

Tourism Manager Trigueros stated that they could explore the idea of partnering with the Plastic Fisherman for a beach cleanup if litter from the event is a concern. He provided April 24, 2022 and June 4, 2022 as possible dates. He also provided a calendar for the remaining special events for the year.

Vice Chair Tourgeman asked regarding the beach furniture and option two, which has a larger footprint and more furniture.



Mr. Andai addressed the comment made by Vice Chair Tourgeman and gave an explanation of the type of beach furniture that would be used and that it could also serve as a VIP area.

Chair Herman asked regarding the time and location of the event.

Mr. Andai addressed the comment made and stated that it will be right on the beach behind the Community Center and there will be a skirted stage and platform on the sand.

Tourism Manager Trigueros stated that it will take place late afternoon.

Board Member Mavorah asked about the different options of furniture.

Mr. Andai stated that they will do outreach to area hotels and businesses.

Vice Chair Tourgeman spoke regarding the events that had taken place on the beach in the past. He also spoke about drawing inspiration from the Calle Ocho festival event, which eventually led to the creation of the Third Thursdays series.

Board Member Gonzalez spoke regarding movies on the beach.

Chair Herman asked if it would make sense of having this event to be part of First Fridays.

Vice Mayor Paul does not like the VIP idea but she is fine with having seating for the guests.

Board Member Gonzalez stated that she does not like the VIP idea and would like it to be the same for everyone.

Mr. Andai stated that it is not really VIP, more so reserved seating, but he understands the Board's request.

Discussion continued on the benefit of the smaller footprint versus the larger scale events.

A motion was made by Vice Chair Tourgeman to hold two events and have limited seating available and for the events to be held on April 24, 2022 and June 12, 2022, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

## **7. Surfside Antique Car Show**

Tourism Manager Trigueros provided an update and provided a presentation and suggested location for the event – the Town Hall municipal parking lot.

Mr. Andai, who is also associated with this event, provided an overview and the number and types of cars that would be participating.

Vice Chair Tourgeman asked regarding the closure of the streets.

Mr. Andai addressed the comment made by Vice Chair Tourgeman.

Tourism Manager Trigueros continued with an overview of the event and provided a presentation which included a site map. It indicated that 93<sup>rd</sup> Street would be closed for the event, allowing for additional space for attendees and vendors.

Mr. Andai spoke about the company providing the vehicles, the awards and other logistics.

Tourism Manager Trigueros stated that the budget would be \$10,000 and the organizer has Sunday of Memorial Weekend (May 29, 2022) available. As an alternative, he suggests holding off until September.

Mr. Andai stated that this will be a very well-attended event given the timing. He stated that September weather could potentially be an issue.

Vice Chair Tourgeman stated that May sounds good.

Chair Herman asked about visitors attending.

Mr. Andai addressed the comment made by Chair Herman, noting they want to ensure the whole community is included.

A motion was made by Vice Chair Tourgeman to authorize the expenditure of no more than \$10,000 for the May 29, 2022 date for the event, seconded by Board Member Mavorah. The motion carried with a 4-0 vote.

## **8. Paddletopia**

Sara Liss provided an overview and presentation of the event, which had already been approved during the budget cycle, that utilizes 96<sup>th</sup> Street Park and includes a custom temporary paddle board dock. She stated it is a two-day event, weekend of May 21, 2022 and May 22, 2022 from 10:00 a.m. to 2:00 p.m.

Tourism Manager Trigueros spoke regarding the past Paddletopias adding that they dealt with horrible weather during the first year.

Board Member Gonzalez asked regarding the overall event cost and how Surfside residents could be prioritized.

Ms. Liss addressed the comments made by Board Member Gonzalez noting the budget had already been set and that the paddle board reservations will be fair and give everyone an equal chance to sign up.

Board Member Mavorah likes the event and asked regarding parking and whether 95<sup>th</sup> and Bay are blocked off. That is his primary concern.

Chair Herman asked about a golf cart shuttle which was used for the event in the past.

Ms. Liss addressed the comments noting it did not have high ridership therefore it would not be of great value. She stated that parking was never much of an issue in the past, but that parking officers would be on site to assist with traffic flow and drop offs.

Chair Herman asked about the vehicles Miami Beach uses.

Ms. Liss stated that those are sponsored by brands and she can look into obtaining a brand that might be interested.

Vice Mayor Paul asked regarding utilizing the minibus the Town has.

Tourism Manager Trigueros stated that the shuttle will not be available during that time.

Further discussion among the Board, staff and Ms. Liss took place regarding parking and the use of a shuttle.

Vice Chair Tourgeman gave the idea of providing coupon books promoting businesses at special events.

## **9. Turtle Sculpture Final Steps**

Tourism Manager Trigueros provided an update on the final steps needed to execute the sculpture. He stated it is ready to go and will be placed in a storage facility. The historical information has been received by the historian and will be used to develop its accompanying sign. He stated that remaining expenditures are \$2,500 for the historical component, \$1,500 for lighting, \$5,000 for a launch event and \$2,000 for the movement and storage of the turtle sculpture. He stated it looks like late April or May for the unveiling. Staff is hoping to have everything executed within the next month.

Vice Chair Tourgeman asked if they approved some of the expenditure. He asked if they have accommodated this amount in the budget. He stated this will be a beautiful thing for the Town.

Tourism Manager Trigueros stated that what was approved was the actual cost of the turtle which was pulled from the last fiscal year's budget. The additional costs which add up to \$13,000 would come from the current year's Impactful Art Display line item which would still have funding left after completion.

A motion was made by Vice Chair Tourgeman to approve the expenditure of \$13,000 for the final steps which includes the historical component, the lighting, launch event and movement of the sculpture, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

#### **10. Glenn Douglas Winter Chamber Music Concert: Free Performance Venue Update**

Tourism Manager Trigueros provided an update explaining that if the Board would like a free community concert, then an additional expenditure of \$5,000 would be needed for things like seating, a stage/platform, décor etc.

Vice Chair Tourgeman asked if this was the music event that was previously presented to the Board by the organizer and had some uncertain details.

Vice Mayor Paul asked about the amount originally allocated.

Tourism Manager Trigueros stated that the awarded sponsorship funding covers their logistics, travel arrangements and things like that. He stated that the amount that was originally approved was \$4,000. He stated the suggested date for the event is April 2, 2022.

Board Member Mavorah asked regarding the original \$4,000 and what it entailed.

Tourism Manager Trigueros addressed the question by Board Member Mavorah.

Vice Chair Tourgeman stated that is the issue he has is the uncertainty.

Tourism Manager Trigueros stated that if the Board wants the free concert for the residents and will be at 96<sup>th</sup> Street Park on April 2, 2022. He will need authorization for the \$5,000.

Vice Chair Tourgeman would prefer Sunday.

Board Member Mavorah would also prefer Sunday.

Tourism Manager Trigueros he will check if they can have the event on Sunday and check if the park is available on April 3, 2022.

Town Attorney Pou reiterated the motion that was to be made.

A motion was made by Board Member Mavorah to authorize the \$5,000 for the free event if April 3, 2022 is available at 96<sup>th</sup> Street Park, seconded by Vice Chair Tourgeman. The motion carried with a 4-0 vote.

#### **11. GMCVB Destination Advertising Co Op.**

Tourism Manager Trigueros stated that this item will be paused until next year because of timing issues.

Vice Chair Tourgeman stated that the Turtle Walk Town Hall banners are very faded and need to be changed.

Discussion among the Board took place regarding the banners and having them replaced.

Town Attorney Pou stated that the Tourist Board is able to purchase banners as long as it is for tourist needs.

Vice Chair Tourgeman requested to allocate funds for the immediate availability to purchase banners.

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

There were no public speakers.

#### **13. Adjournment**


There being no further business to discuss before the Tourist Board, Board Member Mavorah made a motion to adjourn the meeting at 6:44 p.m., seconded by Vice Chair Tourgeman. The motion carried with a 4-0 vote.

Respectfully submitted:

Accepted this 2nd day of May, 2022.

  
\_\_\_\_\_  
Eli Tourgeman, Chair

Attest:

  
\_\_\_\_\_  
Evelyn Herbello  
Deputy Town Clerk



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

**MARCH 31, 2022 – 6:00 p.m.**

Town Hall Commission Chambers –  
9293 Harding Avenue, 2<sup>nd</sup> Floor, Surfside, FL 33154

**1. Call to Order/Roll Call**

Chair Frankel called the meeting to order at 6:00 p.m.

**Present:** Chair Judith Frankel, Board Member Randi MacBride, and Board Member Carolyn Baumel.

**Absent:** Board Member Ruben Bravo, Board Member James MacKenzie and Town Manager Andrew Hyatt

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

Deputy Town Clerk Herbello requested from the Board to appoint a Vice-Chair for the purposes of this meeting since former Vice Chair Fred Landsman is no longer on the board due to his election as Town Commissioner in March.

A motion was made by Board Member MacBride to appoint herself as Vice Chair for purposes of this meeting, seconded by Board Member Baumel. The motion carried with a 3-0 vote.

**2. Town Commission Liaison Report**

No Town Commission Liaison report was given.

**3. Approval of Minutes**

- February 23, 2022 Joint Town Commission and Planning and Zoning Board Meeting Minutes
- February 24, 2022 Planning and Zoning Board Meeting Minutes

A motion was made Vice Chair MacBride to approve the February 23, 2022 Joint Town Commission and Planning and Zoning Board Meeting Minutes and the February 24, 2022 Planning and Zoning Board Meeting Minutes, seconded by Board Member Baumel. The motion carried with a 3-0 vote.

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

Deputy Town Clerk Herbello confirmed notice requirements.

Town Attorney Recio polled the Board Members.

None of the Board Members had any communication with any of the applicants.

Deputy Town Clerk Herbello swore in all applicants.

**4. Applications:**

**A. 9281 Byron Avenue - New Two-Story Single-Family Residence**

Town Planner Keller provided the Board his recommendations as stated in his staff report.

Building Official McGuinness provided his recommendations.

Menachem Korf, representing the applicant provided remarks regarding the application and believes that with the recommendations given at the last meeting, they have complied.

Chair Frankel opened public comment.

Chair Frankel closed public comment.

Chair Frankel confirmed that they understand the calculations given by the Building Official.

Board Member Baumel commented that the property and project be up to NAVD requirements. She stated that this is compliant with all recommendations.

Vice Chair MacBride asked regarding the setback requirements.

Chair Frankel appreciates the work they have done, and it is a better product. She spoke regarding the color of the roof tile and they would prefer a lighter color. She would like to have as part of the recommendations the color be a light gray and not be an asphalt roof.

Town Planner Keller spoke regarding the rendering and color.

Mr. Korf addressed the questions and comments made by Chair Frankel.



A motion was made by Board Member Baumel to approve the application with staff recommendations and conditions to include the roof tiles in light gray, seconded by Vice Chair MacBride. The motion carried with a 3-0 vote.

**B. 524 89<sup>th</sup> Street – New Two-Story Single-Family Residence**

Town Planner Keller provided the Board his recommendations as stated in his staff report.

Building Official McGuinness provided his recommendations and conditions.

Michael Damiani, applicant provided his comments on the project and spoke regarding the landscape plan. He stated that they moved the air conditioning units on the roof in addition to the solar panels. He addressed the staircase issue.

Chair Frankel opened up public comment.

Chair Frankel closed public comment.

Chair Frankel appreciates the level of detail placed in the packet. She appreciates the materials included and likes the tile chosen. She asked regarding the front façade and the balcony above the garage. She asked if there is another balcony on the other side. She stated that her concern is with the window above the garage because it makes it a bit uninviting and looks more like an office building. She likes the other windows chosen.

Mr. Damiani stated that there is not another balcony. He addressed the comments made by Chair Frankel as it pertains to the windows.

Chair Frankel explained the thought process and the architectural styles change with time. She stated that they would like to keep the look of a small town.

Danielle Damiani addressed the comments made by Chair Frankel as it pertains to the window.

Chair Frankel stated that on A4 it does not look like it wraps around.

Mrs. Damiani stated that it has to be two frames for it to connect at the corners.

Board Member Baumel asked if the front door is a pivoting door.

Mr. Damiani stated it is a regular door.

The following individual from the public spoke:  
George Kousoulas

John Beech, architect was sworn in for any questions.

Board Member Baumel spoke regarding the window design and having another dimension and the windows on the front.

Chair Frankel spoke regarding the design of the house.

Mr. Beech addressed the comments and questions made by the Board.

Board Member Baumel spoke regarding the different homes that are being built. She stated that she does not have a problem with this application and they have done a great job.

Further discussion took place among the Board members and staff regarding the design guidelines as it pertains to the windows, solar panels and stairs as it pertains to this application.

Town Attorney Recio read the design guidelines as it pertains to windows.

A motion was made by Board Member Baumel to approve the application with staff recommendations, seconded by Vice Chair MacBride. The motion carried with a 3-0 vote.

**C. 800 92<sup>nd</sup> Street – Pool**

Town Planner Keller provided the Board his recommendations as stated in his staff report.

Roberto Murier, designer representing the applicant spoke regarding the project.

Sarah Zilenovski, owner asked the Board to assist them and they have done everything needed to comply.

Chair Frankel explained the requirements as it pertains to the setbacks.

Ms. Zilenovski wants to understand what needs to be done to get it approved.

Chair Frankel explained the process to the applicant.

Town Planner Keller stated that there have been three different versions of the plan and this is the fourth version and that is why it has taken a while for them to get

here. He stated that the revisions are minor. He stated that the plans are not that far off and the biggest thing is that the fence needs design approval.

Chair Frankel opened public comment.

Chair Frankel closed public comment.

Board Member Baumel suggested that someone sit with her and give her a list of what needs to be done.

Town Planner Keller stated that he sends all applicants the staff report with the recommendations. He stated that he believes the applicant did not understand the process in the beginning.

Board Member Baumel suggested approving the pool but has to come back for the fence.

Chair Frankel stated that changes need to be made to the setback for the pool and does not have a problem with the location of the fence, provided that there is hedging in front of the fence on the property line. She stated that the fence needs to be pulled back for the landscaping.

Further discussion took place regarding the fence and setback among staff and the Board Members.

A motion was made by Board Member Baumel to approve the application with recommendations and conditions including placing a hedge in front of the picket fence, move the fence into the property line in order to place the hedge and the fence meet the Florida Building Code requirements, seconded by Vice Chair MacBride. The motion carried with a 3-0 vote.

#### **D. 9472 Byron Avenue – Wood Deck**

Town Planner Keller provided the Board his recommendations as stated in his staff report.

Jonathan Jordan, applicant is here to answer any questions.

Chair Frankel opened public comment.

Chair Frankel closed public comment.

Chair Frankel asked if there could be something done that applications like this do not have to come before this Board.

A motion was made by Vice Chair MacBride to approve the application with staff recommendations, seconded by Board Member Baumel. The motion carried with a 3-0 vote.

**E. 9452 Harding Avenue – Sign**

Town Planner Keller provided the Board his recommendations as stated in his staff report.

Chair Frankel opened public comment.

Chair Frankel closed public comment.

A motion was made by Board Member Baumel to approve the application with staff recommendations, seconded by Vice Chair MacBride. The motion carried with a 3-0 vote.

**F. 9564 Harding Avenue – Sign**

Town Planner Keller provided the Board his recommendations as stated in his staff report.

Chair Frankel opened public comment.

Chair Frankel closed public comment.

A motion was made by Board Member Baumel to approve the application with staff recommendations, seconded by Vice Chair MacBride. The motion carried with a 3-0 vote.

**5. Ordinance – Amending Section 90-47 Section of 24 Inch Setback Encroachment – 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”, SPECIFICALLY SUB-SECTION 90-47.1 TO RESTRICT PROJECTIONS FOR CERTAIN ARCHITECTURAL ELEMENTS AND TO PROHIBIT COMBINING ALLOWED ENCROACHMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Deputy Town Clerk Herbello read the title of the ordinance into the record.

Town Attorney Recio introduced the item and stated this came up from the joint meeting with the Commission. He stated that it was prompted from the applicant at their last meeting and it is aimed regarding the projections and you cannot add them together to project beyond the setbacks. He stated that this Board has to make a recommendation to the Town Commission.

Chair Frankel clarified this is not changing the text amendment.

Town Attorney Recio stated it does not change the text amendment and explained what this ordinance will do.

The following individual from the public spoke:  
George Kousoulas

Chair Frankel stated this only applies on Collins Avenue.

Mr. Kousoulas stated it could apply in H30 as well.

Vice Chair MacBride stated that she is in agreement with this ordinance and there are ways to design things without extending outward.

Chair Frankel stated that the way it is currently written is not clear.

Board Member Baumel is not in agreement for decisions to be made without speaking and understanding design detail in a project.

Discussion took place among the Board regarding decorative features.

Chair Frankel does not want to recommend it as written and provided her input.

Town Planner Keller addressed the comments made by the Board.

Board Member Baumel stated that the Hillcrest made the building smaller square footage than they could have built and respects that and they went the extra mile.

Chair Frankel asked if they maxed out their buildable.

Town Planner Keller addressed the comments made.

Town Attorney Recio addressed the comments made by the Board as it pertains to the architectural details.

Town Attorney Recio provided suggestions.

Chair Frankel stated that as it is written they do not agree the way it is and believes possibly waiting until they have a full board.

Town Planner Keller suggested to deny and go back to the drawing board.

Chair Frankel suggested to let the Commission know that they are not in agreement with the language.

After a lengthy discussion among the Board and staff, the following motion was made.

A motion was made by Board Member Baumel to deny this ordinance and recommended the proposed amendment be denied, and further recommended that the Commission consider alternate wording with different members in support of a 24-inch eave encroachment and another member in favor of prohibiting the combination of projections into the setback. The motion was seconded by Chair Frankel. The motion carried with a 2-1 vote with Vice Chair MacBride voting in opposition.

**6. Next Meeting Date: April 28, 2022**

Deputy Town Clerk Herbello explained to the Board that their last meeting will be April 28, 2022. She stated that the newly elected Town Commission will be appointing new members at the April 12, 2022 Town Commission Meeting. She encouraged those interested in serving should go on the Town's website and fill out a Committee/Board application and email to herself or the Town Clerk.

**7. Discussion Items:**

**A. Future Agenda Items**

Chair Frankel welcomed the newly elected commission and is looking forward to facilitating the zoning code rewrite and the need to work on the design review guidelines. She stated that there needs to be a budget in order to work on the rewrite of the design review guidelines. She suggested to have an orientation with the new Board and invite the new Commission so they can see and hear how the Planning and Zoning Board works.

Vice Chair MacBride suggested when they have meetings and big projects that go on the screen to have them viewed by the those watching at home. She stated that the public does not see it at home and suggested having a split screen.

The following individual from the public spoke:  
George Kousoulas thanked the Board and Chair Frankel for an incredible job done.

Town Attorney Recio thanked staff and the Board for an incredible job done.

Board Member Baumel suggested to have the Town Commission set aside funding for the rewrite of the design review guidelines.

A motion was made by Vice Chair MacBride to ask the newly elected Commission to set aside funding for the rewrite of the design review guideline, seconded by Board Member Baumel. The motion carried with a 3-0 vote.

**8. Adjournment.**

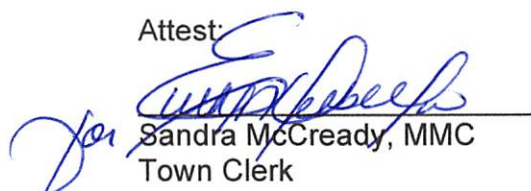
A motion was made Board Member Baumel to adjourn the meeting without objection at 7:59 p.m. The motion received a second from Vice Chair MacBride. The motion carried with a 3-0 vote.

Respectfully submitted,

Accepted this 28 day of April, 2022.

  
Chair

Attest:

  
Sandra McCready, MMC  
Town Clerk



## MEMORANDUM

ITEM NO. 3C.

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

**From:** Andrew Hyatt, Town Manager

**Date:** May 10, 2022

**Subject:** **Miami Dade County and Town of Surfside Interlocal Agreement for National Pollutant Discharge Elimination System Permit No. FLS000003 for period of October 1, 2022 to September 30, 2027**

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Staff recommendation is to enter into the Interlocal Agreement as a co-permittee with Miami-Dade County in order to allow for continued support with NPDES and MS4 requirements and to be in compliance with State Regulations.

The Town of Surfside operates the Storm water system within the Town through the Public Works Department. As part of regulatory requirements, the State of Florida (Florida Department of Environmental Protection) grants a permit to Miami-Dade County that is extended to each municipality as a co-permittee. The permit establishes the requirements for properly maintaining a storm water system that discharges into a natural body of water. The interlocal agreement outlines the responsibilities of the County and the responsibilities of the Town. Through the agreement, the County is required to perform water monitoring of the various natural bodies of water receiving storm water discharge and the municipality (Town) is required to maintain a properly operating storm water system. The current interlocal agreement is set to expire and this proposed agreement provides coverage for an additional 5 years.

No additional budget impacts are anticipated from this agreement. Fees paid to Miami Dade County are under \$500.00 each fiscal year and are budgeted.

[Resolution NPDES.docx](#)

[Interlocal Agreement](#)

[Interlocal Agreement Signature Sheet](#)



**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO.FLS000003 FOR POLLUTION IDENTIFICATION AND CONTROL SERVICES IN MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 403.0885, Florida Statutes, on June 21, 2011, the Florida Department of Environmental Protection issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. FLS000003 (“Permit”) to Miami-Dade County (the “County”) and the participating municipalities (the “Co-permittees”) named in the NPDES Permit; and

**WHEREAS**, as one of the Co-permittees, the Town of Surfside (the “Town”) is required to comply with the NPDES Permit conditions, which includes performing monitoring and sampling activities related to the Town’s stormwater runoff system; and

**WHEREAS**, the County has proposed entering into an interlocal agreement with the Town and participating Co-permittees (the “Interlocal Agreement”), attached hereto as Exhibit “A,” to provide pollutant discharge identification and control services for Municipal Separate Storm Sewer Systems (MS4s) located in the County (the “Services”); and

**WHEREAS**, participation in the Interlocal Agreement will enable the Town to comply with the NPDES Permit conditions and allow the Town to discharge stormwater runoffs into state owned waters as a part of its stormwater management program; and

**WHEREAS**, the Town Commission desires to approve the Interlocal Agreement, in substantially the same form attached hereto as Exhibit “A”, in order to receive the Services needed for the NPDES Permit; and

**WHEREAS**, the Town Commission finds that the Services are 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.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2.**     **Authorization; Implementation.**     The Town Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit “A,” with such further revisions or modifications as may be acceptable to the Town Manager and the Town Attorney, and to execute any subsequent amendments or related documents necessary to implement the Interlocal Agreement. The Town Manager and Town Officials are further authorized to take all action necessary to implement the Interlocal Agreement and the purposes of this Resolution.

**Section 3.**     **Effective Date.** This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_

Commissioner Marianne Meisheid \_\_\_\_\_

Commissioner Nelly Vazquez \_\_\_\_\_

Vice Mayor Jeffrey Rose \_\_\_\_\_

Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, 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

**INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003 AND MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

This Interlocal Agreement ("Agreement") is made and entered into by, and between, **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**.

**Section I**  
**Definitions**

For purposes of this Agreement, the following terms shall apply:

**AGREEMENT** shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

**CO-PERMITTEE or CO-PERMITTEES** shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation District Six (FDOT District Six), , Miami-Dade Expressway Authority (MDX), and Miami-Dade County. For the purposes of this Interlocal Agreement, Florida Department of Transportation Turnpike Enterprise (FDOT Turnpike Enterprise) is not included in this definition of CO-PERMITTEE or CO-PERMITTEES.

**COUNTY** shall mean Miami-Dade County

**FORCE MAJEURE** shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

**MS4** shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

**Section II**  
**Term of Agreement**

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2022, and expire on September 30, 2027.

**Section III**  
**Scope of Work**

The parties hereto agree that the DEP is requiring, as part of the NPDES MS4 Operating Permit, the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the historical water monitoring annual costs (Activity 1) and Pollutant Loading Calculations and/or other required tasks related to Impaired Waters Rule (IWR) monitoring and analyses costs (Activity 2) attributable to this operating permit shall be shared by all **CO-PERMITTEES**, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls of each **CO-PERMITTEE** by the total number of outfalls of all **CO-PERMITTEES** in accordance with Attachment A of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

**Section IV**  
**COUNTY's Obligations**

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. **Permits** The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The **COUNTY** shall provide the **CO-PERMITTEES** with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.
4. **Notice of COUNTY Meeting** The **COUNTY** shall provide the **CO-PERMITTEES** with oral or written notice of all regular meetings held by **COUNTY** staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

**Section V**  
**CO-PERMITTEES' Obligations**

1. **Prevention of Theft of COUNTY Equipment** The **CO-PERMITTEES** shall take reasonable steps to prevent theft or vandalism of **COUNTY** equipment located within the **CO-PERMITTEE'S** geographic boundary. The **CO-PERMITTEES** agree that such equipment may be placed within each **CO-PERMITTEE'S** geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each **CO-PERMITTEE** will reimburse the **COUNTY** for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The **COUNTY** will bill each **CO-PERMITTEE** annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the **CO-PERMITTEE** is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the **COUNTY** in accordance with this Agreement shall be deemed default by the **CO-PERMITTEE** that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the **COUNTY** and paid by the **CO-PERMITTEES** during the following fiscal year.
3. **Access** The **CO-PERMITTEES** shall provide the **COUNTY** with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the **CO-PERMITTEE'S** geographic boundary.

**Section VI**  
**Indemnification**

Each **CO-PERMITTEE** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CO-PERMITTEE** or its employees, agents, servants, partners, principals or subcontractors. Each **CO-PERMITTEE** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-PERMITTEE**. Provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

**Section VII**  
**County Event of Default**

Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "COUNTY event of Default".

If a COUNTY event of default should occur, the CO-PERMITTEE shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to COUNTY hereunder are terminated, effective upon such date as is designated by the CO-PERMITTEE;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

**Section VIII**  
**Co-Permittee Event of Default**

Without limitation, the failure by the CO-PERMITTEE to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "CO-PERMITTEE Event of Default".

If a CO-PERMITTEE Event of Default should occur, the COUNTY shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to CO-PERMITTEE hereunder are terminated, effective upon such date as is designated by the COUNTY;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

**Section IX**  
**General Provisions**

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** Each CO-PERMITTEE hereby authorizes the COUNTY to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The CO-PERMITTEES may, but are not required to, attend any or all regular meetings held by COUNTY staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The CO-PERMITTEES shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 CO-PERMITTEE, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the CO-PERMITTEE whose stormwater system generates a pollutant discharge that impacts another CO-PERMITTEE'S system and the impacted CO-PERMITTEE agree to cooperate by providing the staff and equipment necessary to identify the source

of pollutant discharges emanating from the separate storm sewer system of one **CO-PERMITTEE** to the separate storm sewer system of another **CO-PERMITTEE**.

5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the **CO-PERMITTEES**, or **COUNTY**, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The **COUNTY** shall assist, as needed, in any investigation and identification of a source of the discharge. If the **COUNTY** discovers a discharge in the separate storm sewer system of a **CO-PERMITTEE** or the **COUNTY**, the **COUNTY** will investigate the source of the discharge and report its findings to the affected NPDES **CO-PERMITTEES**. When an investigation specifically identifies a NPDES **CO-PERMITTEE** as the source of a pollutant discharge, then that **CO-PERMITTEE** shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

In the event of termination by a **CO-PERMITTEE**, that **CO-PERMITTEE** shall owe the **COUNTY** for all services rendered or performed by the **COUNTY**, including those which had not yet been invoiced or billed to the **CO-PERMITTEE**. Upon receiving invoice from the **COUNTY** for such services, the **CO-PERMITTEE** shall promptly pay the **COUNTY** in full, no later than thirty (30) days from receipt of invoice.

8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.



11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The COUNTY and the CO-PERMITTEE agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** If requested, the COUNTY will review and adjust on an annual basis the number of outfalls of each CO-PERMITTEE during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each CO-PERMITTEE'S share of the total annual costs. CO-PERMITTEES may submit relevant outfall information to be included in the review during a two month period, from January 1<sup>st</sup> to February 28<sup>th</sup> of the year immediately preceding the start of the fiscal year of the intended changes. In the event of a change, an updated Attachment "A" shall be provided to CO-PERMITTEES annually by March 31<sup>st</sup> for budgetary purposes.
18. **Maximum Annual Costs** Each CO-PERMITTEE'S maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the CO-PERMITTEE's cost share may change (+/-) based on any changes made to the Number of Outfalls during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the COUNTY for water quality monitoring and related activities, IWR, and Pollutant Loading Calculation activities performed, will not exceed the CO-PERMITTEE'S total annual cost shown in Attachment "A" for that fiscal year.

**Execution in Counterparts**

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

\_\_\_\_\_, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

\_\_\_\_\_  
Name of Manager / Mayor (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Clerk / Legal Representative (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Execution in Counterparts**

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY  
Stephen P. Clark Center  
111 N.W. 1 Street  
Miami, FL 33128

\_\_\_\_\_  
Mayor or Mayor's Designee Date

HARVEY RUVIN, CLERK  
Attest:

\_\_\_\_\_  
Deputy Clerk Date

**ATTACHMENT "A"**

**Miami-Dade County Co-Permittees NPDES Interlocal Agreement  
Water Monitoring Annual Estimated Costs  
Fiscal Year 2023 to 2026**

	Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1	Activity 2	Activity 1+2
				Historical Monitoring and Analyses	Pollutant Loading or Other Permit Requirements	Co-Permittee Annual Cost (not-to-exceed)
1	Aventura, City of	175	2.10	\$13,646	\$2,099	\$15,745
2	Bal Harbour Village	10	0.12	\$780	\$120	\$900
3	Bay Harbor Islands, Town of	58	0.70	\$4,523	\$696	\$5,218
4	Coral Gables, City of	113	1.36	\$8,811	\$1,356	\$10,167
5	Cutler Bay, Town of	194	2.33	\$15,127	\$2,327	\$17,454
6	Doral, City of	368	4.41	\$28,695	\$4,415	\$33,109
7	El Portal, Village of	11	0.13	\$858	\$132	\$990
8	Golden Beach, Town of	12	0.14	\$936	\$144	\$1,080
9	Hialeah Gardens, City of	12	0.14	\$936	\$144	\$1,080
10	Homestead, City of	182	2.18	\$14,191	\$2,183	\$16,375
11	Indian Creek Village	33	0.40	\$2,573	\$396	\$2,969
12	Key Biscayne, Village of	36	0.43	\$2,807	\$432	\$3,239
13	Medley, Town of	45	0.54	\$3,509	\$540	\$4,049
14	Miami Beach, City of	312	3.74	\$24,328	\$3,743	\$28,071
15	Miami Gardens, City of	402	4.82	\$31,346	\$4,822	\$36,168
16	Miami Lakes, Town of	350	4.20	\$27,291	\$4,199	\$31,490
17	Miami Shores, Village of	34	0.41	\$2,651	\$408	\$3,059
18	Miami Springs, City of	27	0.32	\$2,105	\$324	\$2,429
19	North Bay Village, City of	71	0.85	\$5,536	\$852	\$6,388
20	North Miami Beach, City of	211	2.53	\$16,453	\$2,531	\$18,984
21	North Miami, City of	207	2.48	\$16,141	\$2,483	\$18,624
22	Opa-locka, City of	74	0.89	\$5,770	\$888	\$6,658
23	Palmetto Bay, Village of	106	1.27	\$8,265	\$1,272	\$9,537
24	Pinecrest, Village of	72	0.86	\$5,614	\$864	\$6,478
25	South Miami, City of	30	0.36	\$2,339	\$360	\$2,699
26	Sunny Isles Beach, City of	69	0.83	\$5,380	\$828	\$6,208
27	Surfside, Town of	11	0.13	\$858	\$132	\$990
28	<sup>1</sup> Virginia Gardens, Village of	5	0.06	\$390	\$60	\$450
29	<sup>1</sup> West Miami, City of	5	0.06	\$390	\$60	\$450
30	FDOT District VI	1,687	20.24	\$131,544	\$20,238	\$151,781
31	MDX	456	5.47	\$35,557	\$5,470	\$41,027
32	Unin. Miami-Dade County	2,958	35.48	\$230,650	\$35,485	\$266,135
	<b>ANNUAL TOTALS (Not to Exceed)</b>	<b>8,336</b>	<b>100.00</b>	<b>\$650,000</b>	<b>\$100,000</b>	<b>\$750,000</b>

**NOTES:**

<sup>1</sup> Co-Permittees with no outfalls have been assigned a value of 5 outfalls. Activity 1 fixed annual cost = \$390

Activity 1 (mandatory) - Historical sampling, monitoring, lab analyses, and annual water monitoring report

Activity 2 (optional) - Pollutant Loading Calculations or other tasks to satisfy required permit conditions

**Execution in Counterparts**

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

\_\_\_\_\_, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment “A”:

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

\_\_\_\_\_  
Name of Manager / Mayor (print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name of Clerk / Legal Representative (print)

\_\_\_\_\_  
Signature Date



## MEMORANDUM

ITEM NO. 3D.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** May 10, 2022  
**Subject:** **Independent External Audit Reengagement**

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The Administration recommends approval of the resolution that would reengage the Town's current external auditors.

The Town has previously engaged Marcum LLP ("Marcum") to provide annual financial auditing services. The current engagement commitment from the Town has expired. Marcum has prepared a proposal for additional services for Fiscal Year 2022 as attached. Marcum has provided the Town with consistently superior services during prior engagements.

The Town is required to undertake an annual independent financial audit. The fee will be \$65,000 and there will be sufficient funding in the FY 2023 budget for this expense. This is an increase of \$2,000 from the FY 2020 external audit expense. Should the Town be required to have a single audit performed because it spent more than \$750,000 in either federal or state grant funds, additional fees would be negotiated. The Town is expecting a Federal Single Audit due to the receipt of CTS-related funds and American Recovery Plan Act (ARPA) funds.

[Reso Approving Engagement of Marcum Auditors 2022.DOCX](#)

[Surfside 2022 Eng Ltr.pdf](#)

**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) Commission wishes to continue engaging the firm of Marcum LLP (the “Auditor”) for professional auditing services for the fiscal year ending on September 30, 2022; and

**WHEREAS**, the Auditor has provided the Town with a proposed Auditing Services Engagement Letter attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the Town Commission finds that approving the Agreement with the Auditor in substantially the form attached hereto as Exhibit “A,” together with such changes as may be required by the Town Manager and/or Town Attorney, 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.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2.      Approval.** That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit “A,” together with such changes as may be acceptable to the Town Manager and Town Attorney.

**Section 3.      Authorization.** That the Town Manager is hereby authorized to execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

**Section 4.**    **Implementation.** The Town Manager and Town Officials are authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_

Commissioner Marianne Meischeid \_\_\_\_\_

Commissioner Nelly Vazquez \_\_\_\_\_

Vice Mayor Jeffrey Rose \_\_\_\_\_

Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, 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





April 28, 2022

Honorable Mayor, Town Commission and Town Manager  
Attn: Jason D. Greene, Assistant Town Manager and Chief Financial Officer  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP (“Marcum,” the “Firm,” “we,” “us” or “our”) are to provide the Town of Surfside, Florida (the “Town,” “you” or “your”) for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the fiscal year ended September 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Town’s basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Schedule of Changes in Town’s Net Pension Liability and Related Ratios
- 3) Schedule of Town’s Contributions – Pensions
- 4) Schedule of Changes in Total OPEB Liability and Related Ratios
- 5) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the basic financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance, as applicable
- 2) Combining and Individual Fund Financial Statements and Schedules

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

- The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Florida Single Audit Act report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance; and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Town Commission and Town Manager.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material waste and abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance, if applicable]; federal award programs and state projects, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards and *Government Auditing Standards*.

#### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting misstatements errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be

necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provision of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws, regulations, and the terms and conditions provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement*, the Florida State Single Audit Act and Chapter 10.550 Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance) in conformity with the Uniform Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform

Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with Uniform Guidance, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

At the conclusion of the engagement, you will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities, if requested. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



You agree to assume all management responsibilities relating to the financial statements, related notes, and any other nonaudit/nonattest services we provide. These nonaudit/nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit/nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or work papers from our prior years' engagements, it is your responsibility to inform us. By signing this engagement letter you affirm that you have all the data and records required to make your books and records complete.

We will make the distribution of our reports and the financial statements to the Honorable Mayor, Town Commission, Town Manager and the chief financial officer. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

Sandra N. McCready, MMC, Town Clerk  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33129  
(305) 861-4863  
[smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

### **Communication with Those Charged with Governance**

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

### **Reproduction of Auditors' Report**

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the Town's annual financial statements, including financial statements published electronically on the Town's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

If the Town elects to issue public debt and not have us associated with the proposed offering, we agree that our association with the proposed offering is not necessary providing that the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.

Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP, also has not performed any procedures relating to this official statement.

### **Assistance By Your Personnel**

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

### **Background Checks**

As a matter of Firm policy, we may perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

### **Independence**

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one year period prior to the commencement of the year-end audit. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

### **Confidentiality/Access to Working Papers**

To the extent that, in connection with this engagement, Marcum comes into possession of your proprietary or confidential information, Marcum will not, except as described herein, disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining to the subject matter of this engagement letter, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other

than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by you to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than you, your employees or agents which Marcum believes is not prohibited from disclosing such information to Marcum by obligation to you, (iv) is known by Marcum prior to its receipt from you, your employees or agents without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by you or your employees or agents to Marcum of such information. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct. In addition, you acknowledge and agree that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as your independent accountants.

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information subject to the Public Records Laws of the Florida Statutes. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

### **Third-Party Service Providers**

Marcum may use or subcontract the services to its affiliates, subsidiaries and/or third parties, including contractors and subcontractors, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the

confidentiality of your information and Marcum will remain responsible for the work performed by such Subcontractors.

**Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law**

**AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:**

*This Firm and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.*

*This Firm and the Town each expressly agree and acknowledge that the Circuit Court of the 11<sup>th</sup> Judicial Circuit, in and for the Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.*

*The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Town and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.*

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

You and we agree that our respective liability to the other arising out of this engagement or services provided shall not exceed the total amount paid for the services, including all direct and indirect charges and out-of-pocket expenses, described herein. This shall be the maximum monetary liability of each party to the other.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than one calendar year after the date of the last services provided under this engagement.

Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, The Town hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising as a direct result of a known, intentional or willful misrepresentation of fact that is provided by the Town to the Firm for a matter applicable to the services which are the subject of and being provided by the Firm under this engagement letter, regardless of whether such person was acting in the Town's interest. Firm shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Firm's performance or non-performance of the services which are the subject of this engagement letter and any provision of this engagement letter. Firm shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Firm's performance or non-performance of this engagement letter. This foregoing indemnification will survive termination of this engagement.

### **Other Services**

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Town's with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your Organization. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will be pleased, at your request to attend your Commission meetings.

### **Timeline**

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Fees**

Our fee will be based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at our discounted hourly rates. Our discounted hourly rates vary according to the level of the personnel assigned to your engagement. Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you

dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services can be completed for an amount not to exceed of \$65,000 (excluding any federal, State or compliance audits noted below) for the fiscal year ending September 30, 2022. The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If the Town is required to undergo a single audit in accordance with the Uniform Guidance for the fiscal year ending September 30, 2022, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

If the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor general of the State of Florida for the fiscal year ending September 30, 2022, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

### **Agreement**

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of Town.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email.

Town of Surfside, Florida

April 28, 2022

Page 15

Moises D. Ariza, CPA, will serve as the audit Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Michael D. Futterman, CPA, will serve as the quality control director.

This agreement is renewable at the option of Town. We appreciate the opportunity to be of service to the Town of Surfside and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP



Moises D. Ariza, CPA, CGMA  
Partner

MDA/cmk

**ACCEPTED**

This letter correctly sets forth the agreement of the Town of Surfside, Florida.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## **APPENDIX A**

### **Town of Surfside, Florida Circumstances Affecting Timing and Fee Estimate**

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control.
4. Significant new issues or unforeseen circumstances as follows:
  - a. New accounting issues that require an unusual amount of time to resolve.
  - b. Changes or transactions that occur prior to the issuance of our report.
  - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
  - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



## MEMORANDUM

ITEM NO. 3E.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** May 10, 2022  
**Subject:** **Abolishing Town of Surfside Budget Advisory Committee**

---

Town Administration recommends approval of the resolution.

As motioned by the Commission at the April 2022 Commission meeting, the Town Manager was directed to return with a resolution to abolish the Budget Advisory Committee.

[Reso Abolishing Budget Advisory Committee TA v2.DOCX](#)

**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ABOLISHING THE TOWN OF SURFSIDE BUDGET ADVISORY COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 28, 2020, the Town of Surfside (“Town”) Commission adopted Resolution No. 2020-2689 establishing the Budget Advisory Committee (“Committee”); and

**WHEREAS**, the Town provides all residents multiple opportunities to participate in the annual budget and expenditure process at public meetings of the Town; and

**WHEREAS**, the Town Commission finds that the purpose and objectives of the Committee are fulfilled by the Town’s annual budget public input meetings; and

**WHEREAS**, pursuant to Section 2-204 of the Town Code, the Town Commission desires to abolish the Committee and finds that such 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.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2.**     **Abolishing the Budget Advisory Committee.** The Town Commission hereby abolishes the Committee upon finding that the purpose and objectives of the Committee are fulfilled by the Town’s annual budget public input meetings.

**Section 3.**     **Authorization and Implementation.** That the Town Clerk and Town Manager are hereby authorized and directed to take any and all action required to implement the purposes of this Resolution.

**Section 4.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Vazquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

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

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

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



## MEMORANDUM

ITEM NO. 3F.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** May 10, 2022  
**Subject:** **Amending the Downtown Vision Advisory Committee (DVAC) Charter**

---

Town Administration recommends approval of the resolution.

Per resolution 2020-2686, the DVAC was transformed from a Town Manager lead committee to a official advisory board per Town Charter. As directed at the April 2022 Commission meeting, the Town Administration is returning with an amended Downtown Vision Advisory Committee (DVAC) charter that will abolish the DVAC and create a Town Manager lead Downtown Visioning Taskforce. This new format will allow the group to meet with in a more informal manner and engage in discussions without the need of quorum. See Exhibit A for more information.

[Resolution DVAC.docx](#)

[Downtown Visioning Taskforce \(May 2022\).pdf](#)

**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ABOLISHING THE DOWNTOWN VISION ADVISORY COMMITTEE; ESTABLISHING A DOWNTOWN VISIONING TASKFORCE; ADOPTING A CHARTER AND ORGANIZATIONAL STRUCTURE FOR THE TASKFORCE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Harding Avenue between 96<sup>th</sup> and 94<sup>th</sup> Streets is considered to be the Downtown District (the “Downtown”) of the Town of Surfside (the “Town”); and

**WHEREAS**, the Town Commission wishes for Downtown to be a central point of interest for residents and visitors that serves as the social, cultural, and economic center of the Town; and

**WHEREAS**, on April 21, 2020, the Town Commission adopted Resolution No. 2020-2686 establishing the Downtown Vision Advisory Committee (“Committee”) to identify and recommend improvements to Downtown that enhance and preserve characteristics that attract patronage and encourage business retention and economic development (the “Objectives and Goals”); and

**WHEREAS**, the Town Commission finds that the Objectives and Goals of the Committee may be better accomplished by abolishing the Committee and replacing with a taskforce under the direction and supervision of the Town Manager; and

**WHEREAS**, the Town Commission desires to abolish the Committee and establish the Downtown Visioning Taskforce (the “Taskforce”) to replace the Committee, as further detailed in the Taskforce Charter attached hereto as Exhibit “A”; and

**WHEREAS**, the Taskforce Charter provides for a flexible organizational structure designed to achieve the Objectives and Goals set by the Town Commission, which organizational structure will allow the Town Manager to appoint Taskforce members and is designed to facilitate

cooperation with Town Staff in identifying and recommending actions that accomplish the Objectives and Goals; and

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

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

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Abolishing the Downtown Vision Advisory Committee.** The Town Commission hereby abolishes the Committee.

**Section 3. Establishing Downtown Visioning Taskforce.** The Town Commission hereby establishes the Taskforce, which will assist the Town Manager in identifying and recommending improvements to Downtown in an effort to achieve the Objectives and Goals.

**Section 4. Downtown Visioning Taskforce Charter; Organization.** The Town Commission hereby approves and adopts the Taskforce’s Charter, attached hereto as Exhibit “A.” The Taskforce shall identify, study, review, and recommend policies, programs and initiatives to the Town Manager for improvements to Downtown.

**Section 5. Authorization and Implementation.** The Town Manager and Town Officials are hereby authorized and directed to take any and all action required to implement the purposes of this Resolution and the Taskforce.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Vazquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, 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



## Exhibit A

### Downtown Visioning Taskforce

- A. **Purpose:** The purpose of Downtown Visioning Taskforce is to create a downtown district that is a point of interest for both residents and visitors and highlight the area as the social, cultural and economic center of the Town.
- B. **Objective and Goals:** To identify and recommend improvements to the downtown district (Harding Avenue between 96<sup>th</sup> and 94<sup>th</sup> Streets). These improvements should enhance "the sense of place" by preserving characteristics that attract the patronage of residents and visitors while encouraging business retention and economic development. The following goals are presented as examples and not a complete list:
- a. Strengthen Surfside's downtown as the social, cultural and economic center
  - b. Create a more pedestrian friendly downtown with mixed use commercial buildings
  - c. Explore and recommend innovative parking solutions
  - d. Enhance the unique look and identity of Surfside's downtown
  - e. Examine alternative opportunities, such as the alleyways
  - f. Collaborate with neighboring municipalities on joint initiatives and opportunities
  - g. Retain and attract businesses
  - h. Foster engagement with downtown property owners and business owners/operators.
- C. **Composition and Appointment:** The taskforce members to be appointed by the Town Manager should include a mix of people who are residents of the Town of Surfside, own property within Surfside's downtown, own and/or operate businesses within Surfside's downtown, and representatives from Surfside hotels.
- D. **Organization:** The Committee shall meet a minimum of once per quarter and provide recommendations to the Town Manager. Reports to the Town Commission will be through the Town Manager and through proposed initiatives via Town Commission meeting agendas. This taskforce is not considered a "Committee" per Section 2-204 of the Town Code but will advertise all meetings, be open to the public, and will have minutes of each meeting included in the Town Commission meeting agendas.



## MEMORANDUM

ITEM NO. 3G.

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

**From:** Andrew Hyatt, Town Manager

**Date:** May 10, 2022

**Subject:** **Nurse Enhancement Initiative for School Year 2022/2023**

---

Town Administration recommends approval of the resolution which authorizes the execution of the Memorandum of Understanding, with an Amendment 5, for the continuation of expanded participation in the Nurse Enhancement Initiative for school year 2022/2023 in the amount of \$8,112 in October 2022.

Surfside would again be joining the neighboring communities of Miami Beach, North Bay Village, Bay Harbor Islands, and Bal Harbour, as well as the Miami Beach Chamber Education Foundation, in support of this program that benefits the students. This service is being continued at twice a week for the 2022/2023 school year.

The City of Miami Beach through the Office of Organizational Development Performance Initiatives has kept note of students seeking mental health support on the Nurse Enhancement Initiative at Ruth K. Broad. As of March 2022, 143 mental health interventions were provided to 17 Ruth K. Broad Bay Harbor K-8 youth. Additionally, 965 interventions were provided to 143 youth at Miami Beach Sr. High School.

[Resolution Approving MOU - Amend. No. 5 to MOU School Nurse Initiative 22 23.DOCX](#)

[Nurse Amendment #5 Municipalities School Year 22-23.pdf](#)

**RESOLUTION NO. 2022- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 17, 2018, the Town of Surfside (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands and Bal Harbour Village (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for the Ruth K. Broad Bay Harbor K-8 Center; and

**WHEREAS**, the MOU provides that Participating Municipalities will provide their proportionate share of funds for the Nurse Enhancement Initiative; and

**WHEREAS**, the MOU was amended by Amendment No. 2 to the MOU, executed on July 9, 2019, to extend the Nurse Enhancement Initiative for FY 2019-20 and set forth the proportionate share of funding for Participating Municipalities; and

**WHEREAS**, the MOU was amended by Amendment No. 3 to the MOU dated August 19, 2020, to extend the Nurse Enhancement Initiative for FY 2020-2021 and set forth the proportionate share of funding for Participating Municipalities; and

**WHEREAS**, the MOU was amended by Amendment No. 4 to the MOU dated July 21, 2021, to extend the Nurse Enhancement Initiative for FY 2021-22 and set forth the proportionate share of funding for Participating Municipalities; and

**WHEREAS**, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for FY 2022-23, requiring the Town to contribute \$8,112.00, as set forth in Amendment No. 5 to the MOU (“Amendment”), attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and its residents and wishes to approve the Amendment 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 of Amendment to MOU; Authorization.** The Amendment between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Amendment on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Amendment.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_

Commissioner Marianne Meisheid \_\_\_\_\_

Commissioner Nelly Vazquez \_\_\_\_\_

Vice Mayor Jeffrey Rose \_\_\_\_\_

Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, 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

# MIAMIBEACH

OFFICE OF THE CITY ATTORNEY, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139  
Tel: 305-673-7470 Fax: 305-673-7002

## LEGAL REVIEW COVER SHEET

- DOCUMENTS MUST ONLY BE DROPPED OFF WITH THE RECEPTIONIST IN LEGAL.
- THIS COVERSHEET MUST BE KEPT WITH WORKING DOCUMENT UNTIL FINAL FORM APPROVAL.

Date: March 23, 2022

**Document: Nurse Amendment #5 Municipalities #22-23**

Resolution No/Authority: Reso 2019-30956 Commission Date/Item No:

Need for Other: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact Person: Leslie Rosenfeld Extension: 3053355462  
Department: Organizational Development

xFirst Time Review: Assigned to: \_\_\_\_\_

CAO Returned w/Changes: \_\_\_\_\_

2<sup>nd</sup> Time Review: \_\_\_\_\_

2<sup>nd</sup> CAO Returned w/Changes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Form Approved: 4-13-22

NOTES:

*4/12/22 - changes*

**AMENDMENT NO. 5  
TO  
THE MEMORANDUM OF UNDERSTANDING  
AMONG  
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR  
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND  
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.  
TO  
IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023**

Amendment No. 5 (“**Amendment**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and among the **City of Miami Beach, Florida (“CMB”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139; **North Bay Village (“NBV”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands (“TBHI”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside (“TS”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village (“BHV”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96<sup>th</sup> Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc. (“MBCEF”)**, a Florida not-for-profit corporation, having its principal place of business at 100 16<sup>th</sup> Street, Suite 6, Miami Beach, Florida 33139 (collectively, the “Parties”) to amend the Memorandum of Understanding entered into on May 17, 2018 (“**MOU**”), as amended by Amendments No. 1 through No. 4, as follows:

**RECITALS**

**WHEREAS**, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the “**Participating Municipalities**”); and

**WHEREAS**, following the Parties’ determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “**Participating Schools**”) did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

**WHEREAS**, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative (“**Nurse Enhancement Initiative**”) for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children’s Trust (“**TCT**”), were provided by **TCT** via the new School Health Programs; and

**WHEREAS**, on May 17, 2018, **CMB, NBV, TBHI, TS, BHV**, and **MBCEF** executed the **MOU** for the continuation of the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2018-2019 School Year; and

**WHEREAS**, the Parties executed Amendment No. 1 to the **MOU**, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center; and

**WHEREAS**, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the **MOU** and approving funding of **CMB's** contribution for each subsequent School Year, on a recurring basis, subject to funding approval during **CMB's** budgetary process and provided that **CMB's** contribution amount does not exceed \$15,400.00; and

**WHEREAS**, the Parties executed Amendment No. 2 to the **MOU**, dated September 19, 2019, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2019-20 School Year; and

**WHEREAS**, the Parties executed Amendment No. 3 to the **MOU**, dated August 19, 2020, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2020-21 School Year; and

**WHEREAS**, the Parties executed Amendment No. 4 to the **MOU**, dated July 21, 2021, extending the Nurse Enhancement Initiative for the Participating Schools for the 2021-22 School Year; and

**WHEREAS**, The **MOU** and Amendments No. 1 through No. 4 to the **MOU** shall be collectively referred to herein as the **MOU**; and

**WHEREAS**, due to the success of the **Nurse Enhancement Initiative** services, the Parties wish to provide the **Nurse Enhancement Initiative** for the 2022/2023 School Year; and

**WHEREAS**, a **Nurse Enhancement Initiative** should be established at the **Participating Schools** for School Year 2022/2023 as herein provided and pursuant to a separate agreement between **MBCEF** and **TCT**; and

**WHEREAS**, **MBCEF** shall provide funding to **TCT** for the 2022-2023 **Nurse Enhancement Initiative** in the amount of \$7,000.00.

**NOW, THEREFORE**, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. **ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this **Amendment**.



**2. MODIFICATIONS.**

The **MOU** is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following:

3. On or before October 31, 2022, the **Participating Municipalities** shall provide their proportionate share of the funds for the 2022/2023 **Nurse Enhancement Initiative to MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT**, referenced in paragraph 1 of the **MOU**. The **Participating Municipalities**' proportionate share of funding for the 2022/2023 School Year shall be paid by October 31, 2022, in the following amounts for 44 weeks, from October 1, 2022 to June 5<sup>th</sup> 2023 and August 1, 2023 to September 30, 2023:

- i) **CMB** shall provide funding in the amount of \$15,400;
- ii) **NBV** shall provide funding in the amount of \$6,600
- iii) **TBHI** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) **TS** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- v) **BHV** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

**9. RATIFICATION.**

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

**(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)**

**IN WITNESS THEREOF**, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

**ATTEST:**


**CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

By: \_\_\_\_\_  
Alina T. Hudak, City Manager

Date: \_\_\_\_\_

Approved as to Form and Language  
and for Execution

  
\_\_\_\_\_  
City Attorney

04/13/22  
\_\_\_\_\_  
Date

**ATTEST:**

**NORTH BAY VILLAGE**, a municipal corporation of the State of Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village Manager

Date: \_\_\_\_\_

Approved as to Form and Language  
and for Execution

\_\_\_\_\_

**ATTEST:**

**TOWN OF BAY HARBOR ISLANDS**, a municipal corporation of the State of Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor/Town Manager

Date: \_\_\_\_\_

Approved as to Form and Language  
and for Execution

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**TOWN OF SURFSIDE**, a Municipal  
Corporation of the State of Florida

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Date: \_\_\_\_\_

Approved as to form and Language  
and Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**BAL HARBOUR VILLAGE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor/Village Manager

Date: \_\_\_\_\_

Approved as to form and Language  
and Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION  
FOUNDATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 4B1.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Commissioner Marianne Meisheid  
**Date:** May 10, 2022  
**Subject:** **Nonhabitable Understory**

---

Consider and adopt an ordinance at first reading to amend the zoning code to allow a nonhabitable understory in low-rise residential areas.

Until recently, properties with features such as garages, storage, and entries beneath the first story of a building were approved. Such features were consistent with Chapter 42 - Floods of the Town Code and the Florida Building Code. Recent interpretation by the Town holds that these features are inconsistent with Chapter 90 - Zoning. The code should be amended to allow these features, as they provide many benefits. Among them are:

1. Provides an alternative to filling the roughly six-foot deep volume above grade and beneath the first floor with earth.
2. Increases the amount of pervious area per lot.
3. Increases the amount of light and air at the base of the houses.
4. Increases the amount of recreational area per lot.
5. Increases the flexibility of living areas on the first floor by eliminating garages and/or storage from the first floor.
6. Eliminates the tall, solid base of new houses facing the much lower older, existing homes.
7. Decreases the reliance on retaining walls to support elevated yards.

In addition, this amendment does not add to the lot coverage or change the height of houses. A recently finished house at 8950 Irving Avenue shows how such a house would fit on the lot (see attached photos).

[Photo 8950 Irving UnderstoryFront.pdf](#)

[Photo 8950 Irving Understory Light Air.pdf](#)









8950

8950 Irving





8950 Irving



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 90-2. - “DEFINITIONS” TO AMEND THE DEFINITION OF “STORY” AND TO CREATE A DEFINITION OF “NONHABITABLE UNDERSTORY;” CREATING A NEW SECTION 90-49.5. – “NONHABITABLE UNDERSTORY” TO REGULATE NONHABITABLE UNDERSTORIES IN LOW-RISE RESIDENTIAL DISTRICTS; 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**, consistent with National Flood Insurance Program (“NFIP”) requirements  
10 promulgated by the Federal Emergency Management Agency (“FEMA”), Section 42-11(c)(1) of  
11 the Code requires a minimum floor elevation for single family buildings and Section 42-11(c)(3)  
12 of the Code regulates enclosures beneath the minimum habitable floor elevation; and

13       **WHEREAS**, utility, parking, and storage uses of areas beneath the minimum habitable floor  
14 elevation regulated under Section 42-11(c)(3) are consistent with the Florida Building Code; and

15       **WHEREAS**, the space between grade and the elevation of the first habitable floor is not  
16 adequately addressed or regulated in the code; and

17       **WHEREAS**, as a consequence, the resulting space between grade and the elevation of the first  
18 habitable floor is typically filled with earth which results in adverse impacts to light and air, and

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

19 discrepancies in the yard elevations between neighboring properties, which itself requires retaining  
20 walls of increased heights; and

21 **WHEREAS**, the construction of these earth-filled retaining walls dramatically increases the  
22 solid mass of the building, otherwise referred to as building massing, and greatly reduces light and  
23 air to neighboring properties and displaces floodwaters onto neighboring properties during times of  
24 flood; and

25 **WHEREAS**, providing a viable home design option to property owners to leave this space  
26 open greatly decreases building massing, increases apparent light and air to neighboring properties,  
27 decreases floodwater displacement onto neighboring properties during times of flood, and increases  
28 the usable space on small lots; and

29 **WHEREAS**, minimum habitable flood elevations could increase in the future due to resiliency  
30 and flood prevention considerations to address the potential impacts of sea level rise, which could  
31 result in the increase of this space between grade and minimum habitable floor elevations; and

32 **WHEREAS**, the Town Commission finds that nonhabitable understories are generally  
33 desirable in providing the same efficient site and storage space utilization as a basement, while at  
34 the same time allowing for greater pervious area, improved compatibility between existing and new  
35 construction, and more openness, light, and air in the neighborhood; and

36 **WHEREAS**, a new definition of nonhabitable understory is needed to address and regulate  
37 the use of the area between grade and the minimum habitable floor elevation; and

38 **WHEREAS**, the Town Commission discussed this issue on April \_\_, 2022, and directed staff  
39 to prepare an ordinance addressing nonhabitable understories; and

40 **WHEREAS**, the Town Commission desires to define, regulate, and provide a home design  
41 option for nonhabitable understories as an important measure in addressing the potential impacts of  
42 climate change while increasing light and air; decreasing off site flooding and better ensuring  
43 compatibility between existing construction and new construction; and

44 **WHEREAS**, the Town Commission held its first public hearing on May \_\_, 2022 and  
45 recommended approval of the proposed amendments to the Code of Ordinances having complied  
46 with the notice requirements in the Florida Statutes; and



87 Florida Building Code and this section. All enclosed space below design flood  
88 elevation shall used solely for parking of vehicles, building access and storage  
89 and shall be constructed and hydrostatically vented per Federal Emergency  
90 Management Agency National Flood Insurance Program rules and regulations,  
91 the Florida Building Code and the Town of Surfside Floodplain Management  
92 Ordinance

93 (b) In the H30A and H30B Districts, the cumulative area of all enclosed space  
94 shall not exceed 10% of the lot area. Pervious area equal to at least 20% of the  
95 lot area shall be provided within the nonhabitable understory, although such  
96 pervious area shall not be counted for the purpose of meeting pervious area  
97 requirements.

98 (c) In the H30C and H40 districts, the cumulative area of all enclosed space shall  
99 not exceed 90% of the footprint of the building's first habitable floor. The  
100 exterior design of enclosed portions of the nonhabitable understory shall be  
101 compatible with, but also distinguishable from the stories above.

102  
103  
104 \*\*\*  
105

106 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
107 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
108 in no way affect the validity of the remaining portions of this Ordinance.

109 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
110 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
111 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
112 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other  
113 appropriate word.

114  
115 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
116 resolutions in conflict herewith are hereby repealed.

117  
118 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second  
119 reading.

120  
121 **PASSED** on first reading this \_\_\_ day of May, 2022.

122  
123 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

124  
125  
126  
127 **First Reading:**

128 Motion by: \_\_\_\_\_

129 Second by: \_\_\_\_\_

130

131

132 **Second and Final Reading:**

133 Motion by: \_\_\_\_\_

134 Second by: \_\_\_\_\_

135

136

137 **FINAL VOTE ON ADOPTION**

138 Commissioner Fred Landsman \_\_\_\_\_

139 Commissioner Marianne Meisheid \_\_\_\_\_

140 Commissioner Nelly Velazquez \_\_\_\_\_

141 Vice Mayor Jeffrey Rose \_\_\_\_\_

142 Mayor Shlomo Danzinger \_\_\_\_\_

143

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145 \_\_\_\_\_  
Shlomo Danzinger, Mayor

146 **ATTEST:**

147

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150 \_\_\_\_\_  
Sandra N. McCready, MMC

151 Town Clerk

152

153 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

154 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

155

156

157

158 \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

159 Town Attorney

160





## MEMORANDUM

ITEM NO. 5A.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** May 10, 2022  
**Subject:** **Reimbursement and Intent to Issue Bond Resolution**

---

Town Administration recommends approval of the resolution.

The Town of Surfside held a bond referendum on March 15, 2022, 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"). The Town Commission certified and declared that pursuant to the votes cast in the Special Municipal Election held on Tuesday, March 15, 2022, the Bond Referendum to Underground Utilities was passed by the electorate.

The Town intends to issue tax-exempt bonds or notes (the "Bonds") for the purpose of financing the costs of the Project; and portion of the costs of the Project may be paid from internal funds of the Town before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds; and Section 1.150-2 of the Federal income tax regulations requires the Town to officially declare its intent to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes.

[Reimbursement Resolution of Intent GO Bonds \(5-2022\).DOCX](#)

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, INDICATING THE OFFICIAL INTENT OF THE TOWN TO ISSUE TAX-EXEMPT GENERAL OBLIGATION BONDS OR NOTES IN THE AMOUNT OF UP TO \$40,000,000 TO FINANCE THE COSTS OF UNDERGROUNDING OF UTILITIES AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS OR NOTES TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida (the “Town”) held a bond referendum on March 15, 2022, 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**, the Miami-Dade County Canvassing Board has canvassed the returns, has tabulated the ballots of the mail in votes, and has determined the total number of votes at such election; and

**WHEREAS**, the results of such election were certified on Friday, March 18, 2022 by the Miami-Dade County Supervisor of Elections; and

**WHEREAS**, the Town Commission of the Town (the “Town Commission”) certified and declared that pursuant to the votes cast in the Special Municipal Election held on Tuesday, March 15, 2022, the Bond Referendum to Underground Utilities was passed by the electorate; and

**WHEREAS**, the Town intends to issue tax-exempt bonds or notes (the “Bonds”) for the purpose of financing the costs of the Project; and

**WHEREAS**, a portion of the costs of the Project may be paid from internal funds of the Town before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds; and

**WHEREAS**, Section 1.150-2 of the Federal income tax regulations requires the Town to officially declare its intent to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes;

**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. Expression of Intent.** That the Town Commission intends to issue tax-exempt Bonds in the amount necessary to finance the costs of the Project. The maximum principal amount of the Bonds expected to be issued for this Project is \$40,000,000. This Resolution is adopted solely for the purposes of complying with the requirements of the Code of Federal Regulations, Title 26, §1.150-2 and no Bonds are being issued hereby.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_ day of May, 2022.

**Moved By:** \_\_\_\_\_

**Second By:** \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Fred Landsman \_\_\_\_\_

Commissioner Marianne Meisheid \_\_\_\_\_

Commissioner Nelly Velasquez \_\_\_\_\_

Vice Mayor Jeffrey Rose \_\_\_\_\_

Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, 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



## MEMORANDUM

ITEM NO. 5B.

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

**From:** Andrew Hyatt, Town Manager

**Date:** May 10, 2022

**Subject:** **Authorization to Execute Project Agreement with KCI Technologies, Inc. and Expend Funds for Undergrounding of Utilities Services (Phase II) - Completion of Bid Documents (100% Plans and Technical Specifications)**

---

Town Administration recommends that the Town Commission authorize the Town Manager to execute a Project Agreement with KCI Technologies, Inc. for Phase II scope of work as outlined in KCI Technologies, Inc. proposal dated April 28 2022 and expend up to \$1,471,855 for scope of work outlined.

At the December 2, 2020 Commission meeting, Town Administration was authorized to engage and expend funds towards the Florida Power & Light (FPL) binding cost estimate. Also included in the resolution was direction to engage with an undergrounding project management consultant (HPF Associates, Inc.) to assist with project management services and to prepare the non-FPL portion of the cost estimate.

The Town retained engineering pool firm KCI Technologies, Inc. to commence the preparation of Utility Coordination Plans to a 50% level in order to share with various agencies in order to develop an estimate of probable cost. This was Phase I of III phases of the planning, design and construction engineering scope of work required. Phase II is the development of 100% construction coordination drawings and affiliated technical specifications and Phase III is contract administration, construction engineering and certified inspections.

At the April 12 2022 General Commission meeting, Town Administration was authorized to proceed with the utilities underground project and to coordinate the various action items required. As a result, the Town is seeking approval to retain KCI Technologies, Inc. to proceed with Phase II scope of work which includes the composition of 100% construction coordination drawings and affiliated technical specifications as outlined in the attached project agreement dated April 28 2022. The total cost of Phase II services is a not to exceed amount of

\$1,471,855. The expenditure was accounted for in the Town estimate of probable cost dated November 2, 2021 under line item titled "Engineering / Support".

[Reso Approving KCI PSA For Phase II.DOCX](#)

[Project Agreement - KCI Tech - Undergrounding of Utilities Phase 2-FY22.pdf](#)

**RESOLUTION NO. 2022-\_\_\_\_\_**

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

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of KCI Technologies, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective March 8, 2021, for such services executed by the parties (the "CSA"); and

**WHEREAS**, on May 4, 2021, the Town Commission approved Resolution No. 2021-2788, authorizing the Town to enter into a specific Project Agreement for Consultant to provide utility undergrounding services for the Phase I Preparation of Utility Coordination Plans; and

**WHEREAS**, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide utility undergrounding services for Undergrounding of Utilities - Phase II ("Services"); and

**WHEREAS**, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$1,471,855.00; and

**WHEREAS**, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A", and authorize the expenditure of such funds; and

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

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

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

**Section 2. Approval of Agreement.** The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$1,471,855.00, in accordance with the CSA and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_

Commissioner Marianne Meischeid \_\_\_\_\_

Commissioner Nelly Vazquez \_\_\_\_\_

Vice Mayor Jeffrey Rose \_\_\_\_\_

Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_

Shlomo Danzinger, Mayor

**ATTEST:**

---

Sandra McCready, MMC  
Town Clerk

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

---

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



# **PROJECT AGREEMENT**

Between

**TOWN OF SURFSIDE, FL**

And

**KCI Technologies, Inc.**

Project Name: Undergrounding of Utilities Services - Phase II

## PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KCI TECHNOLOGIES, INC.

Project Name: Undergrounding of Utilities Services- Phase II

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KCI TECHNOLOGIES, INC.**, a Delaware corporation (hereinafter referred to as “Consultant”) dated March 8, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and authorizes the Consultant to provide the services as set forth below:

### SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **UNDERGROUNDING OF UTILITY SERVICES - PHASE II** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

### SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule attached hereto as Exhibit “1.”

### SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the “Scope of Services and Project Schedule”, a copy of which is attached and incorporated into this Agreement as Exhibit “1”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Time of the Essence. All limitations of time set forth in this Agreement are of the essence.

#### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit “1” attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” in the total amount not to exceed \$1,471,855.00.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

#### SECTION 5. BILLING AND PAYMENTS

##### 5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit “1”, attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town’s notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner’s reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

## SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

**TOWN:**

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a  
Florida Municipal Corporation

\_\_\_\_\_  
TOWN CLERK

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
TOWN ATTORNEY

**CONSULTANT:**

KCI Technologies, Inc., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT “1”**

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND  
PAYMENT SCHEDULE**

[TO BE INSERTED]

**KCI TECHNOLOGIES, INC.**  
**UNDERGROUNDING OF UTILITIES - PHASE II**  
**TASK WORK ORDER**  
**April 28, 2022**  
**KCI Project No. 482021474.01**

The purpose of this form is to obtain your authorization for the work verbally requested and to confirm the terms under which these services will be provided. KCI Technologies, Inc. (KCI) is pleased to provide the services described below as **Undergrounding of Utilities - Phase II** to the contract previously executed, dated **March 3, 2021**, for the contract referenced as **Continuing Services Agreement for Professional Services**, located in the Town of Surfside, Florida (The Town).

**Invoices to:** Town of Surfside  
Attention: Andrew Hyatt, Town Manager  
9293 Harding Avenue  
Surfside, Florida 33154

**Scope of Work:** Town of Surfside - Undergrounding of Utilities - Phase II

**Project Limits:** Approximately 9.73 miles of streets bounded on the east by Collins Ave, on the west by Biscaya Dr./Bay Dr., on the south by 88<sup>th</sup> Street and on the north by 96<sup>th</sup> Street.

**BACKGROUND**

The Town has requested KCI coordinate efforts towards completing undergrounding of utilities within the areas identified above, transmission lines excluded. Undergrounding of utilities is a phased process; the scope for each phase is defined by its predecessor. Although the intent is to provide a complete scope of services, individual tasks will be accomplished through a series of task work orders under a general services agreement.

The Town's Undergrounding Project will consist of three (3) Phases.

- Phase I Preparation of Utility Coordination Plans (50% Production Effort). ***Previously completed by KCI***
- Phase II Bid Documents (100% Plans and Specifications.)
- Phase III Contract Administration/Construction Engineering and Inspection (CEI)

**This work order is for Phase II only.** KCI will function as Design Engineering Consultant by preparing 100% design level drawings, for obtaining competitive bids, working in conjunction with the six (6) designs, i.e., four (4) to be provided by the following utilities: FPL, AT&T, Atlantic Broadband and Hotwire, and two (2) additional conduit design layouts (provided by KCI for the Town's decorative lighting program and the Town's spare conduits).

The Town's representative, HPF Associates, Inc., will initiate and conduct coordination activities with each utility and provide the contact personnel, phone number and email addresses of each utility design representative to KCI once the design process is underway.

### **GENERAL PARAMETERS**

General parameters have been conveyed to KCI by the Town's representative, HPF Associates, Inc., for the purpose of developing the scope for this task work order, that includes the following:

1. Project boundaries are from Collins Ave. west to Biscaya Dr./Bay Dr. and from 88<sup>th</sup> Street north to 96<sup>th</sup> Street, approximately 9.73 miles serving primarily single-family residences that may require 1-2 subaqueous crossings. The project limits are the same as Phase I except the addition of the alley between Harding Ave. and Collins Ave. from 88 St. to 96 St., referred to as the Commercial Corridor. The Commercial Corridor work is included in the FEE section of this task work order as an ALLOWANCE due to the unknown issues associated with this scope of the project.
2. Provide common trench with FPL conduits on the bottom of the trench, with three (3) low voltage utilities and the Town's decorative lighting and spare conduits above. All FPL service handholes to be located half on private property and half on existing R/W on the side of individual property for best access to the existing meters. FPL equipment to be located within the R/W, except under extreme conditions (whereby easements will be required).
3. KCI to perform a site visit/ field inventory of 1429 +/- homes and users within the project limits, verifying building side of existing handholes, meters and low voltage connection locations as provided by FPL design documents.
4. KCI, along with their sub-consultant Smith Engineering Consultants, Inc., will provide decorative street lighting design. Fixture details to be provided by the Town's representative, HPF Associates, Inc. The design to include pole foundations and conduit, and include, but not be limited to, the following parameters:
  - Photometrics
  - 6 poles/block
  - 20 ft. poles (need specs)



- Luminaires –Acorn type LED
- #6 wire
- 8 service points
- 2-2” conduits

## **Phase II - Preparation of Bid Documents (100% Plans & Specifications)**

### **SCOPE OF SERVICES**

KCI has been notified that survey will not be in the project scope of work. In lieu of a new topographic survey, KCI will use information provided in the Town’s GIS website for R/W, property lines and parcel building data in developing base sheets for use in the preparation of the undergrounding construction plans. KCI to refer to the following link:

**<https://townofsurfsidefl.maps.arcgis.com/apps/webappviewer/index.html?id=fa2a8c8cb9f64dfbaaca0bd31032bd06>**

Services to be provided by KCI under this Task Work Order shall pertain to Preparation of Technical Bid Documents (Phase II), including quantified Bid Tabulation Form, within the street boundaries noted herein. In addition to the identified Phase II work, tasks for subsequent phases will be defined under separate work order(s).

Services for this work order shall include the following:

### Civil Engineering Services

#### **Task 2.01 - Kickoff Meeting:**

KCI will meet with Town representatives, HPF Associates, Inc., and establish specific parameters for the project. General criteria to be established such as identify the Town’s expectations/desires, identify stakeholders (those with direct influence or interest in the project), and reviewing the process/requirements for undergrounding. Initial discussions will include preliminary schedule, critical timelines and other issues with potential impact on Phase II of the project.

#### **Task 2.02 – Site Visit/Field Inventory:**

KCI will provide a 2-person team to perform a visual inventory of 1429 +/- homes and users within the project limits, identifying building side of existing handholes, meters and low voltage connections. The estimated effort the field inventory is based on a 4-week duration and is

predicated that sufficient information from FPL is received in a timely manner. If not received in time of commencement of the site inventory, a supplemental work order will be presented to the Town for execution prior to completing the field work. KCI will provide markups of findings on the FPL provided plans. This inventory will be used to develop the 100% design plans addressing FPL electrical services to each home/user.

**Task 2.03 – Coordination Meetings with Town, FPL and Participating Utilities:**

HPF Associates, Inc. initially will meet with each of the utilities identified above and request CADD files of each of their final designs. Meetings with each of the utilities are critical to understanding their specific concerns and requirements for approval and moving the project forward.

KCI will attend one (1) kick-off meeting and up to sixteen (16) bi-weekly progress meetings with the Town’s representative and participating utilities in attendance when deemed necessary. These meetings may be virtual meetings utilizing Teams, Zoom, or similar platforms.

KCI to prepare Meeting Agendas and provide Meeting Minutes and distribute accordingly.

**Task 2.04 - Research Existing Conditions:**

Existing As-Built Data Collection from Utilities

KCI will request a Design Ticket (from Sunshine 811) identifying existing utilities within the project limits. Anticipated utilities include: Town of Surfside (some as-builts were provided by the Town in Phase I), Miami -Dade WASD, Miam-Dade RER, SFWMD, TECO Gas, etc. Information in the form of atlases, right-of-way maps, survey, record plats, as-builts and the Town’s GIS will be used to create a base file of information for the undergrounding corridor. KCI will perform data collection to ascertain existing utilities and other potential constraints as part of this task to develop plans to a 100% design level. Once compiled, information is analyzed for sufficiency. Deficient information is further analyzed to determine absolute necessity for the project and detailed information, i.e., soft digs as needed.

SUE Services and Soft Digs

Where determined necessary, but unavailable during preliminary design development, additional information may be required during the 100% plans development phase, i.e., soft digs as part of SUE services to be provided by KCI. KCI will perform up to sixty (60) Level A soft digs. The end result is the creation of a base-file depicting existing conditions used for the purpose of the 100% design.

### Topographic Survey

Detailed topographic survey to obtain rim and invert elevations for gravity sewer and stormwater systems ***is not a provided line item of this proposal***. However, if incidental topographic survey, drone survey/verification, sketches/legal descriptions for easements and other survey services are requested, there is a Contingency Allowance provided for such requests. Refer to Task 2.08.

### **Task 2.05 – Utility Coordination:**

KCI, in conjunction with HPF Associates, Inc., will request final designs from FPL and the other participating utilities including removal of their above ground facilities (poles, wires, etc.) and coordinate placement of new aboveground utility boxes transformers, pull boxes, risers, pedestals, etc. within the public R/W. KCI will coordinate with each utility to establish new preliminary routing of the common undergrounding open trench throughout the plan preparation by combining all utilities into the common trench for the 100% plans. KCI will identify requirements of utilities, pursue associated easements, and terms for service re-connections as required.

### **Task 2.06 – Preparation of Construction Plans (Composite Plan of Participating Utilities):**

Utilizing a base file developed from existing data obtained from the Town and FPL design, KCI will incorporate design input from the other participating utilities in preparing a cohesive set of plans identifying proposed composite undergrounding improvements.

Proposed improvements will show common trench undergrounding of (1) the participating utilities, (2) the associated Town’s decorative street lighting conduits and (3) the Town’s requested spare conduits, within the existing rights-of-way. Specifications will be indicated on the design plans.

Improvements such as modifications and/or improvements to roadway sections, landscape, irrigation, lighting, walls, fences, paver driveways, drainage, or other private improvements within the existing rights-of-way **are not included**.

Using a fixture designated by the Town, Decorative Street Lighting Plans will be prepared to determine spacing and location of light poles, based on standard photometrics requirements. The 100% plans will indicate a complete lighting design for the Phase II bid documents.

Plans will not address restoration of improvements outside of the exiting street rights-of-way. Location of individual service connections will be identified based upon information provided to KCI by the Town and KCI’s field assessment/inventory.

Easements, if required, will be assumed to be readily obtainable. Transformers and equipment will be placed at or near existing grade without concern for the 100-yr flood elevation (as confirmed with FPL). KCI recognizes the requirement that utilities crossing waterways cannot be hung from or attached to bridges and must be considered for directional drilling. KCI assumes information necessary for and permitting of sub-aqueous crossings to be provided by the individual utilities and not KCI's responsibility. Utilities will be within shared easements where possible and located under sidewalks, green-space, or roadway.

Landscape, irrigation, and tree relocation are assumed to be unnecessary for 100% plans and therefore not included in this task. However, if requested, there is a Contingency Allowance provided for such requests. Refer to Task 2.08

Plans to be prepared at scale of 1" = 20'. Plans are anticipated to include the following:

- Cover Sheet

- Key Map

- General Notes

- Existing Conditions Plan (61+/- sheets)

- Plans of Proposed Conduit Details identifying each utility conduit/wire size; color coded (61+/- sheets)

- Plans of Proposed Common Trench, composite of all participating utilities (61+/- sheets)

- Undergrounding Detail Sheets

- Erosion Control Plans

- Decorative Street Lighting Plans (61+/- sheets)

- Street Lighting Detail Sheets

- Pavement/Curb /Hardscape Restoration Plans

- Milling and Resurfacing Plans (all streets impacted by the common trench construction) (61+/- sheets)

- Summary of Quantities Sheet

**Task 2.07 – Bid Assistance (RFQ/RFP or RFP Options):**

KCI will attend a Pre-Qualification review meeting with the Town. KCI will also attend a Pre-Bid Meeting with interested contractors, to discuss the specifics of the intended scope of work. KCI will respond to Contractors RAIs at the meeting and during the subsequent bid period and assist the Town with contractor selection and award.

### **Task 2.08 – Contingency Allowance:**

A Contingency Allowance is provided for incidental topo survey, drone survey /verification, sketches/legal descriptions for easements, other requested survey services, landscape and irrigation impacts, tree relocation and other miscellaneous unforeseen items that may be required. Written approval from the Town will be required prior to KCI's commencement of any contingency related work.

### **Additional Required Task - Opinion of Probable Cost (By Others)**

Upon completion of the 100% level plans, HPF Associates, Inc., will prepare an Opinion of Probable Cost, coordinating with and receiving cost input from FPL, all participating utilities in the underground conversion, and KCI prior to issuance of contract documents to perspective bidders.

### **Town's Responsibility:**

1. Provide KCI with Town's standard front-end bid documents.
2. Provide KCI with FPL and all participating utilities electronic base files in CADD format, if readily available
3. Provide KCI with utility information for Town water, sewer, and drainage systems from atlas, as-builts, test-holes and survey.
4. Coordinate services of utility soft dig test-holes as needed
5. Provide policy enabling utilities to be placed within rights-of-way.
6. Attendance at meetings with participating utilities (as required).
7. Identify lighting fixture, decorative pole to be used for 100% plans design
8. Review and approve plans for compliance with general intent
9. Act as liaison with Residents as necessary
10. Solicit input from Residents with regards to existing service locations if needed
11. Town shall provide access to private properties, issue ID badges for KCI personnel to perform site visits and meter inventory

### **Deliverables:**

Two (2 sets) of 24" x 36" hard copies of 100% plans

Digital PDFs via email and one (1) USB flash drive of 100% plans

### **Timeline/Schedule of Performance:**

KCI is to provide completed 100% bid documents within **270 days from the date of receipt of final design plans** from FPL.

Completion date may be impacted if extensive delays in receiving the final designs from other participating utilities (AT&T, Atlantic Broadband and Hotwire) are encountered. KCI will communicate closely with the Town regarding delays experienced that may impact the above noted completion date and adjustments to the schedule will be made accordingly.

**Compensation:**

See hour estimate spreadsheets for each task as Exhibit A and Exhibit B.

**Design Team/KCI Primary Contact:**

Robert Zuccaro, PE                      Sr. Project Manager

**Design Team/KCI Personnel Assigned:**

Bruce Reed, RLA	Contract Manager
Robert Zuccaro, PE	Sr. Project Manager
Nicholas Leone, PE	Sr. Project Engineer
Jonathan Geiger, EIT	Project Engineer
Byron Reynolds	Project Engineer
Yaritza Davila	Design Engineer
Joi-Phyle Hallem	Project Assistant

**Sub-consultant - SEC Consultants, Inc. (Decorative Street Lighting):**

Larry Smith, PE                      Principal

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_

Robert Zuccaro, P.E.  
Senior Project Manager

Bruce Reed, RLA  
Regional Practice Leader

**PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF KCI TECHNOLOGIES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**

**Guarantee:** In consideration of the execution of this contract and extension of credits, the signatory does hereby unconditionally and personally guarantee the payment of all fees and expenses arriving out of said contract.

**Work Authorized by:**

\_\_\_\_\_  
(Name of Municipality)

\_\_\_\_\_  
(Print or Type Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

Town of Surfside  
 Undergrounding of Utilities  
 4/28/2022

EXHIBIT A

DESCRIPTION		Project Assistant	Engineer -In- Training	Project Engineer	Senior Project Manager	Practice Leader	Total Hours per Task
		Hours	Hours	Hours	Hours	Hours	
<b>Task 2.01</b>	<b>Kickoff Meeting</b>	2	4	4	4	4	18
<b>Task 2.02</b>	<b>Site Visit/Field Inventory</b>	4	286	16	12	2	320
<b>Task 2.03</b>	<b>Coord. Mtgs. w/Town, FPL and Participating Utilities</b>	51	51	51	51	16	220
	Seventeen (17) Meetings, 3 hours each attendee						
<b>Task 2.04</b>	<b>Research Existing Conditions</b>						
	As-built data collection (800-1 Call, Town, WASD, RER, SFWMD)	34	132	68	68	4	431
	SUE Services - 60 Soft Digs x \$650/EA = \$39,000						
<b>Task 2.05</b>	<b>Utility Coordination</b>	20	40	40	40	40	180
	5 Utility Routings						
<b>Task 2.06</b>	<b>Prep. of Const. Plans (Composite of Participating Utilities)</b>	288	4500	1500	750	80	7118
	Decorative Street Lighting (SEC)						
	Commercial Corridor Allowance						
<b>Task 2.07</b>	<b>Bid Assistance (RFQ/RFP or RFP )</b>	0	0	20	8	0	28
	<b>TOTALS</b>	399	5013	1699	933	146	8190
	Percentages	4.87%	61.21%	20.74%	11.39%	1.78%	



Surfside Undergrounding - Phase II					<b><u>EXHIBIT B</u></b>
<b>KCI FEE CALCULATION</b>					<b>4/28/2022</b>
Role	Rate	Hours	Extension		
Project Assistant	\$70.00	399	\$27,930.00		
Engineer In Training	\$105.00	5013	\$526,365.00		
Project Engineer	\$160.00	1699	\$271,840.00		
Sr. Project Manager	\$180.00	933	\$167,940.00		
Practice Leader	\$200.00	146	\$29,200.00		
SUE Services -Soft Digs	N/A		\$ 39,000.00		
SEC Consulting, Inc. Sub-consultant -Street Lighting	N/A		\$ 170,775.00		
Commercial Corridor Allowance			\$ 100,000.00		
Reimbursables			\$ 5,000.00		
Sub -Total			\$1,338,050.00		
Contingency (10%)	N/A		\$133,805.00		
<b>TOTAL ESTIMATED FEE</b>			<b>\$1,471,855.00</b>		



## MEMORANDUM

ITEM NO. 5C.

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

**From:** Andrew Hyatt, Town Manager

**Date:** May 10, 2022

**Subject:** **Authorization to Expend Funds and Amend Agreement with HPF Associates, Inc. for Continued Project Administration of Phase II of Town Utilities Undergrounding Project**

---

Town Administration recommends that the Commission authorize the Town Manager to execute an amended contract agreement and to expend up to \$184,626 for the purpose of engaging with HPF Associates, Inc. as project manager for Phase II of the undergrounding of the Town's utilities.

At the December 2, 2020 Commission meeting, Town Administration was authorized to engage and expend funds towards the Florida Power & Light (FPL) binding cost estimate. Also included in the resolution was direction to engage with an undergrounding project management consultant (HPF Associates, Inc.) to assist with project management services and to prepare the non-FPL portion of the cost estimate. During the March 2022 Town General Elections, the residents of the Town voted in majority favor to approve a bond referendum to underground utilities.

At the April 12, 2022 Commission meeting, Town Administration was authorized to proceed with the utilities underground project and to coordinate the various action items required. As a result, the Town is seeking approval to retain HPF Associates, Inc. to continue with project management services. HPF Associates, Inc. services, as part of Phase II, will include the following key deliverables:

- Negotiate all final agreements with all utilities proposed for undergrounding
- Coordination with KCI, Technologies, Inc. final 100% construction coordination documents and technical specifications
- Compose bid documents (price submittal form and scope of services) and assist with the Request for Proposal (RFP) process up to assisting the Town with selection of contractor
- Contract negotiations with awarded contractor to include contract pricing and schedule

- Participate in Town Commission meetings, community outreach, informational programs necessary to prepare the Town prior to commencement of construction activity

A full breakdown of HPF Associates, Inc. scope of services can be found in the HPF Associates, Inc. proposal dated April 27, 2022. As required by Town code Section 3-6 (c) on purchasing limitations, Town Administration is requesting authority to expend \$184,626 for scope of services outlined in HPF Associates, Inc. services proposal dated April 27 2022.

[Reso Approving First\\_Amendment to PSA with HPF - Phase II Services \(1\).docx](#)

[First Amendment to HPF PSA for Phase II Utilities Underground Project.DOC](#)

[HPF Associates, Inc. Proposal](#)

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH PHASE II OF THE UNDERGROUNDING OF UTILITIES PROJECT; FINDING THAT THE SERVICES ARE EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING INCREASED EXPENDITURE OF FUNDS FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 3, 2020, a vast majority of the Town of Surfside (“Town”) electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

**WHEREAS**, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which authorized the Town Manager to engage a consultant for the initial phase project management support in connection with the Utilities Undergrounding Project (“Services”); and

**WHEREAS**, pursuant to Resolution No. 2020-2752 adopted on January 14, 2021, the Town engaged HPF Associates, Inc. (the “Consultant”) for the initial phase of the Services by (i) approving a professional services agreement for the Services (the “PSA Agreement”), and (ii) increasing the Town Manager’s expenditure authority to engage the Consultant for a total not to exceed \$40,000.00; and

**WHEREAS**, on March 15, 2022, a vast majority of the Town electorate approved a ballot/referendum question to authorize the issuance of General Obligation Bonds for the utility undergrounding project; and

**WHEREAS**, pursuant to Section 3-13(2) of the Town’s Code, contracts for professional services, except those governed by the Consultant’s Competitive Negotiations Act, are exempt from competitive bidding; and

**WHEREAS**, the Town desires to amend the PSA Agreement with the Consultant to provide additional services in connection with Phase II of the utilities undergrounding project (the “Phase II Project”) in an amount not to exceed \$184,625.88; and

**WHEREAS**, the Town Administration recommends approving the First Amendment to the PSA Agreement, in substantially the form attached hereto as Exhibit “A” (the “First Amendment”), with the Consultant for the Phase II Project; and

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

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

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

**Section 2.**     **First Amendment Approved.** The Town Commission approves the First Amendment with the Consultant for the Services in connection with Phase II Project, in substantially the form attached hereto as Exhibit “A.”

**Section 3.**     **Authorization.** The Town Manager is hereby authorized to execute the First Amendment attached hereto as Exhibit “A,” subject to final approval by the Town Manager and the Town Attorney as to form and legal sufficiency.

**Section 4. Authorization to Expend Funds.** The Town Manager is authorized to expend \$184,625.88 of funds for the additional Services in connection with the Phase II Project, in accordance with the First Amendment attached hereto as Exhibit “A”.

**Section 5. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the First Amendment and the purposes of this Resolution.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Vazquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

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

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

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

**FIRST AMENDMENT**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE TOWN OF SURFSIDE**  
**AND**  
**HPF ASSOCIATES, INC.,**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (this "Amendment") is entered into as of \_\_\_\_\_, 2022 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **HPF ASSOCIATES, INC.**, a Florida corporation (hereinafter the "Consultant").

**WHEREAS**, the Town and Consultant entered into that certain Professional Services Agreement for project management support services in connection with the Utilities Underground Project (the "Project") dated January 27, 2021 (the "Agreement"); and

**WHEREAS**, the Town and Consultant wish to amend and expand the Consultant's Proposal and Scope of Services, as set forth in Exhibit "1" attached hereto, and the compensation payable to Consultant.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Scope of Services.** Section 1 of the Agreement is hereby amended as follows:

1.1 Under the general supervision of the Town Manager, Consultant shall perform the Services for the initial phase of the project in accordance with the Proposal and Scope of Services attached hereto as Exhibit "A." The initial phase of the Services generally consists of assisting with the binding cost estimate with FPL, gathering data from other utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development. Consultant shall perform the Phase II Services for Phase II of the project in accordance with the Proposal and Scope of Services attached hereto as Exhibit "B" (the "Phase II Services"). The Phase II Services generally consist of supervising, advising and assisting in the gathering of data required from utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development.

\*\*\*



1.4 Consultant shall provide a maximum of 225 hours of work or services for the initial phase, which shall include, but not be limited to, the functions and services listed in the Proposal and Scope of Services attached hereto as Exhibits "A". The hourly rates for the Consultant are provided in Exhibit "A" attached hereto as follows: Principal at \$150/hour; Inspector at \$65/hour; and Administration at \$35/hour. Consultant shall provide a maximum of 1,189 hours of work for the Phase II Services, which shall include, but not be limited to, the functions and services listed in the Proposal and Scope of Services attached hereto as Exhibit "B". The hourly rates for the Consultant are provided in Exhibit "B" attached hereto as follows: Principal at \$150/hour; Field Staff \$65/hour; and Administration at \$35/hour.

4. **Compensation and Payment.** Section 3.1 of the Agreement is hereby amended as follows:

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal and fees provided in Exhibit "A attached hereto, in an amount not to exceed \$40,000.00 for the initial phase of the project including, planning, project management, owner's representative services, gathering of data regarding all utility providers, estimating and scheduling, community informational program development, for a total fee based on a maximum hours of 225 of \$36,281.25, plus \$3,718.75 for contingency and reimbursable expenses to be authorized by the Town Manager as needed. Compensation for Phase II Services provided by Consultant shall be in accordance with the Proposal and fees provided in Exhibit "B" attached hereto, in an amount not to exceed \$184,625.88 for Phase II of the project including, supervising, advising and assisting in the gathering of data required from utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development, for a total fee based on a maximum hours of 1,189 hours of \$184,625.88.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**TOWN:**

TOWN OF SURFSIDE, a Florida municipal corporation

By: \_\_\_\_\_  
Andy Hyatt, Town Manager

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to Legal Form and  
Leal Sufficiency:

\_\_\_\_\_  
Town Attorney

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**CONSULTANT:**

Witnesses:

HPF ASSOCIATES, INC., a Florida corporation

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date Executed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT “1”**

**(EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. – PHASE II PROPOSAL AND SCOPE OF SERVICES)**

# HPF ASSOCIATES, INC.

April 27, 2022

Mr. Andrew E. Hyatt  
Town Manager  
9293 Harding Ave.  
Surfside, FL 33154

Re: Owners Representative Hourly Services Agreement – Phase II Utility Undergrounding

Dear Mr. Hyatt;

Following please find HPF Associates, Inc. proposal for continued activity in the next phase of the project.

KCI will continue with the finalization of the design documents ultimately providing the Town with a complete set of Bidding Documents which will be inclusive of input from all of the utility providers.

HPF will:

1. Supervise, advise and assist in the gathering of data required from said utilities.
2. Provide HPF staff to review and analyze existing field conditions.
3. Negotiate final agreements with utility companies not yet under contract.
4. Critic design and recommend adjustments as necessary with FPL regarding equipment placement to minimize necessity for easements.
5. Coordinate with ToSS Legal representatives if any easements are ultimately required.
6. Assist ToSS in selecting Decorative Lighting Fixtures including presentation of design alternatives, providing samples and mock ups for approval by Commission.
7. Update Cost Estimate based on final comprehensive bid documents.
8. Assist ToSS with selecting final bid solicitation procedures.
9. Chair all pre-bid meetings.
10. Analyze final bid proposals for accuracy, completeness and competence to perform, leading to a recommendation to award.
11. Negotiate General Contractor contract including their preparation of a detailed completion schedule for the execution of the project.
12. Participate in ToSS Commission meetings, community outreach and informational programs necessary to prepare the town for commencement of construction activities.

All work efforts provided by HPF will be based on the following hourly rates to be invoiced monthly. Reimbursable expenses such as extensive travel, document duplication and delivery services will be invoiced at direct cost in addition to the expended personnel hours. The projected hourly rates and hours required for the completion of the above referenced responsibilities are as follows:

Hourly Rates – Principal \$150 / hour - projected hours 957 over an 11 month period of time.  
Field Staff \$65 / hour - projected hours 45 over a 2 month period of time.  
Administration \$35 / hour - projected hours 187 over an 11 month period of time.

All hourly rates are subject to a 7.5 % overhead and profit mark up.

Based on our revised fee schedule above the Not to Exceed FEE for this Phase II work effort would be \$184,625.88 plus any reasonable direct reimbursable expense.

Very truly yours,

PT Abbott

Paul T. Abbott  
President  
HPF Associates, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Cc: Jason Greene, Town of Surfside



## MEMORANDUM

ITEM NO. 5D.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** May 10, 2022  
**Subject:** **FY 2022 Budget Amendment Resolution No. 5**

---

Town Administration recommends approval of the budget amendment.

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2022 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2022 actual revenues and expenditures and recommends a change to the FY 2022 Annual Budget is as follows:

### **GENERAL FUND (Attachment A)**

The General Fund is being amended to fund Phase II of the Utility Undergrounding project as follows:

1. Appropriate \$623,792 of Fund Balance;
2. Appropriate \$1,032,689 of current year's reserves;
3. Transfer \$1,656,481 to the Capital Improvement Project Fund.

### **CAPITAL IMPROVEMENT PROJECT FUND (Attachment A)**

The Capital Improvement Project Fund is being amended to:

1. Record a transfer from the General Fund in the amount of \$1,656,481 to fund Phase II of the Utility Undergrounding project;

2. Appropriate \$1,656,481 for professional services for Phase II of the Utility Undergrounding project per Attachment A.

[Reso Approving Budget Amendment No. 5.docx](#)

[FY2022\\_Budget\\_Amendment\\_No.\\_5.pdf](#)

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 30, 2021, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2021- 2820 approving the budget for Fiscal Year 2022 and establishing revenues and appropriations for the Town; and

**WHEREAS**, the General Fund is being amended to appropriate and transfer \$1,656,481.00 to the Capital Improvement Project Fund as follows: (1) Appropriate and transfer from the General Fund Balance \$623,792.00 for the Phase II utilities undergrounding project; and (2) Appropriate and transfer from current year’s reserves in the General Fund \$1,032,689.00 for the Phase II utility undergrounding project, for a total of \$1,656,481.00, as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Town Commission desires to amend the Fiscal Year 2022 budget by amending the General Fund, as set forth in Attachment “A” attached hereto; and

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

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

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

**Section 2.**     **Approving Amended Budget; Budget Amendment No. 5.** That the Town Commission approves the 2022 fiscal year budget amendment provided for in Attachment “A” attached hereto.





**TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A**

Fiscal Year  
BA No.  
Fund Nos.

5  
001 General Fund  
301 Capital Projects Fund

2022

5/10/2022

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>REVENUES</b>						
001-511-392-00-00	Appropriated Fund Balance	Appropriate for Utility Undergrounding Project	\$306,337	\$623,792		\$930,129
<b>TOTAL</b>	<b>GENERAL FUND REVENUES</b>			<b>\$623,792</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
001-7900-590-99-10	Return to Reserves	Appropriate current year reserves for additional needs.	\$1,032,689		\$1,032,689	\$0
001-7900-581-91-30	Transfer to Capital Projects Fund	Transfer to Capital Projects Fund for Utility Undergrounding Project	\$0	\$1,656,481		\$1,656,481
<b>TOTAL</b>	<b>GENERAL FUND EXPENDITURES</b>			<b>\$1,656,481</b>	<b>\$1,032,689</b>	
<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-590-381-01-00	Transfers In - General Fund	Transfer from General Fund for Utility Undergrounding Project	\$0	\$1,656,481		\$1,656,481
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND</b>			<b>\$1,656,481</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
301-4400-541-TBD	Utility Undergrounding Project	Appropriate for professional services KCI Technologies, Inc. Phase II Utility Undergrounding	\$0	\$1,471,855		\$1,471,855
301-4400-541-TBD	Utility Undergrounding Project	Appropriate for professional services HPF Associates, Inc. Phase II Utility Undergrounding	\$0	\$184,626		\$184,626
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$1,656,481</b>	<b>\$0</b>	



## TOWN MANAGER'S REPORT

MAY 10, 2022

### I. TOWN DEPARTMENTS

#### Building Department

**A.** Commercial construction has taken off dramatically, with four new beachfront condominiums either under construction or filing for Site Plan review and approval. Eden South, LLC, located across from Town Hall and occupying the entire half block up to 94<sup>th</sup> Street, has applied for a foundation only permit to begin the previously approved Site Plan/construction early this year. Other commercial construction on the west side of Collins Avenue includes a project named Market Hall. These significant commercial projects total over \$4p16,000,000.00 in combined construction value. When our brisk residential construction is added in, the total approaches nearly half a billion dollars of construction to be administered by the Building Department and built in the next two years.

**B.** Building Department Permit and Inspection numbers are as follows: Building Permits issued: 88; Inspections performed: 217; Lien searches performed: 8 and TCO/COs issued: 2 (Downtown Commercial Businesses).

**C.** The Building Department is anticipating the second reading, in early June, and adoption into law by Miami-Dade County of the acceleration of the 40 Year Building Recertification This landmark legislation accelerates the recertification period of multi-family and commercial buildings from 40 years to 30 years of age. Answering the Building Department's call for responsible change, this historic move will dramatically increase life safety in buildings throughout Miami-Dade County. This is the most significant change in building code safety in Florida since the consolidation of the Florida Building Codes 22 years ago in response to Hurricane Andrew which decimated South Florida. We anticipate this major change, not only at the county level to the Miami-Dade Code, but also a change at the state level amending the 2023 Florida Existing Building Code with the addition of a chapter entitled: "Buildings 30 Years or Older".

The Building Department is excited to announce staff software training scheduled for the first week in May to facilitate the commencement of our Town's Updated Tyler Software platform. With this new software we will be able to open a customer service/contractor

online portal for online permitting, inspection requests and plans review. This will greatly increase speed and efficiency of permits issued, raise the levels of service and eliminate most lobby traffic which now takes up much of our staff's time

### ***Code Compliance Division***

**A. Code Compliance Cases:** As of April 27, 2022, the total number of active, open cases being managed is 184. Of these cases, 89 cases are still under investigation and are working towards compliance; 12 cases are on-hold; 17 cases are in the Special Master hearing queue; 7 cases are in post-hearing status; 18 code cases have been issued liens and remain unpaid; 41 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 April, the Code Compliance staff has conducted an approximate of 146 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 fines due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 22: As of April 27, 2022, 64 cases have paid/settle for a total monetary collection of \$31,639.38.
- FY 21: 86 cases paid/settled for a total collection of \$39,464.
- FY 20: 109 cases paid/settled for a total collection of \$115,851.

**C.** The Code Compliance Division has assisted the Finance Department by conducting 29 Code lien searches for the month of April 2022.

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

**E.** The Division presented 8 Code Compliance cases to the Special Master.

### ***Community Services & Public Communications Department***

**A.** The Communications Department launched a series of Earth Month-related content to bring additional awareness to previous and current sustainability efforts, highlighting ways to help the environment. Channels included the April Gazette, April's Visit Surfside newsletter and social media.

**B.** Communications worked with Public Works to prepare the location site for the incoming Ke turtle sculpture statue. A concrete foundation will be set up to elevate the art piece providing for additional safety in addition to turtle-friendly lighting, greenery and landscaping are also being added for aesthetic purposes.

**C.** The Tourist Bureau hosted its first Jazz On The Beach event on Sunday, April 24<sup>th</sup>. Approximately 150 attendees enjoyed a beautiful concert performance by local jazz star Melinda Rose.

**D.** This month, The Communications Department will execute multiple tourism events including the return of Paddletopia the third weekend of the month, and a Classic Car Show event on May 29. Additionally, the team will focus on sea turtle nesting season messaging and work on a number of videos for the Police Department.

### ***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. AFSCME Florida Council 79:** AFSCME and the Town held its third collective bargaining on March 21<sup>st</sup>, 2022. The fourth collective bargaining meeting is scheduled for in 11:00 am on April 18th, 2022.

**B. Classification and Compensation Study:** Reviewed and discussed draft solution file with Evergreen and Town Management.

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

**D. Safety and Wellness Initiatives:** Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

**E. Training:** Facilitated a Team Building training for Senior Staff. Conducted a Giving and Receiving Criticism and How to Balance Priorities and Manage Multiple Projects training for all staff interested in attending.

**F. Background/Offer/Orientation:** Conducted the background investigation, prepared offer letter and conducted initial employment orientation for the Assistant Public Works Director, Refuse Collector, and Program and Events Coordinator.

**G. FMLA and Workers Comp:** Facilitated assistance to staff regarding FMLA and workers comp matter.

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

**I. Promotions:** Facilitated information and participated in discussions regarding Parks and Recreation and Public Works promotions.

**J. Other Human Resources Functions to include:**

- Employee appreciation, recognition, and activities
- Pre-employment Background Check
- Conditional offer of employment offers (withdrawal – when applicable)
- New hire orientation
- New hire reporting – Florida Department of Revenue
- Labor statistics report – U.S. Department of Labor Statistics
- Workers' compensation
- Grievance
- Interviews/Exit 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
- Public records requests related to personnel (active/inactive)
- Criminal records check – level 2 for all Parks and Recreation instructors/concession staff

***Finance Department***

Monthly Budget to Actual Summary as of March 31, 2022 – *Attachment "A"*

***Parks and Recreation Department***

Parks and Recreation continued to operate the following facilities: The 96th Street Park, the Beach Lifeguard Tower, Hawthorne Tot Lot and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Current Pool hours are from 7:00am-8:00pm.

The 8th Annual Earth Day Event was held on April 24, 2022. The total attendance for this event was just over 150 participants.

The final Spring programming session is underway. Tennis and Soccer registrations continue to be filled to capacity and are the most popular programs currently running. Summer Camp hosted by PEAR Programs registration has begun. Our VOLT program continues to attract new teens and help volunteer during the Earth Day Event. Spring Egg

Hunt (April 2) had over 450 participants and the Splash into Spring (April 3) had 250 participants. Teen Camp with PEAR Programs registration started May 9, 2022.

The 96th Street Park design continues to move forward. Town Staff along with the Town's Legal Department are finalizing the RFQ to be released in May. The next step will be to select a contractor to begin construction.

### ***Planning Department***

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

Downtown Walkability and Design Study – Progress Report for March 2022 – *Attachment "C"*

### ***Police Department***

#### **A. Police Department Statistics (April 1 – April 23, 2022)**

- Traffic Citations – 349
- Parking Citations – 536
- Arrests – 2
- Dispatch Events – 1,009
- Incident/Crime Reports – 29

#### **B. National Police Appreciation Week**

May is the month where the Nation celebrates Memorial Day and National Police Appreciation Week. The National Police Appreciation Week is celebrated annually and will take place this year from May 15<sup>th</sup> to May 21<sup>st</sup>, 2022. National Police Appreciation Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community. In 1962, President John F. Kennedy signed a proclamation which designated May 15<sup>th</sup> as Peace Officers Memorial Day and the week in which that date falls as Police Week. Tens of thousands of law enforcement officers from around the world traditionally converge on Washington, D.C. to participate in a number of planned events which honor those that have paid the ultimate sacrifice. The Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as National Police Week, has grown to a series of events which attracts thousands of survivors and law enforcement officers to our Nation's Capital each year.

Locally there are several events to honor the men and women of law enforcement.

The Law Enforcement Officers Memorial was established in 1980 to honor fallen officers from every police department and law enforcement agency within Miami-Dade County.

In 2001, four black granite walls were erected; etched with the names of the gallant men and women who died serving the citizens of their community.

### **C. Police Events/Community Outreach**

- The North Miami Police Department will host their annual Memorial Ceremony in honor of fallen North Miami Police Officers on May 3, 2022 at 8:00 a.m. at the North Miami Police Department. Officer Andres Mendoza will proudly represent the Surfside Police Department as a member of a multijurisdictional Honor Guard Team participating in the ceremony.
- The Miami-Dade County Association of Chiefs of Police and the Police Officer Assistance Trust's 41<sup>st</sup> Annual Miami-Dade Law Enforcement Officers Memorial Ceremony will be held on May 5, 2022 at 6:30 p.m. at Tropical Park. Chief Rogelio J. Torres Jr., Captain John Healy and Captain Antonio Marciante will attend this event. Sergeant Alejandro Lorente will proudly represent the Surfside Police Department as a member of a multijurisdictional Honor Guard Team participating in the ceremony.
- The North Miami Beach Police Department is honoring their fallen police officers Lieutenant James Hyre and Sergeant Orestes Lorenzo with a Memorial Ceremony on May 6, 2022 at 10:00 a.m. at the North Miami Beach Police Department. Captain Antonio Marciante will attend this event and members of the Police Department Honor Guard will proudly represent Surfside as members of a multijurisdictional Honor Guard Team participating in the ceremony.
- The FLOW (Florida Licensing on Wheels) - May 16, 2022, 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The Florida Department of Transportation (FDOT) District Six in conjunction with the Miami Gardens Police Department will host a multi-agency traffic safety enforcement and educational detail on May 17, 2022 from 8:00 a.m. to 12:00 p.m. Law enforcement will be focusing primarily on aggressive driving (as part of the Drive Safe campaign), distracted driving, red-light running, speeding, seatbelt use, move-over law compliance, bike/pedestrian safety compliance and general traffic safety. Officer Jose Valino will participate in this event.
- Code Enforcement will host their monthly Special Master Hearing May 18, 2022, 10:00 a.m. – 2:00 p.m. in the Commission Chambers.
- The Police Benevolence Association (PBA) will host their annual Law Enforcement Awards Gala on May 21, 2022 at Trump National Doral. Officer Juan Duran will proudly represent the Surfside Police Department as a member of a multijurisdictional Honor Guard Team participating in the ceremony.
- The Surfside Police Department will host a community blood drive on May 25, 2022, 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Bike with the Chief community initiative - May 25, 2022 at 5:00 p.m. at Town Hall.
- The monthly Coffee with the Cops – May 26, 2022, 10:00 a.m. at Starbucks.
- The Parks and Recreation Department will host their annual Memorial Day Ceremony on May 30, 2022 at 10:00 a.m. at Veterans Park. Chief Rogelio J. Torres Jr., Captain



John Healy and Captain Antonio Marciante will attend this event and members of the Police Department's Honor Guard will participate in the prestigious event.

## II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 04/01/2022 - 04/30/2022

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	1	12
Code Compliance (Safety Concern)	2	2	2.1
Code Compliance (Violation)	3	3	0.3
Drainage/Flooding (PW)	0	0	
Other	20	20	4.7
Solid Waste (Residential) (PW)	1	1	6
Utilities (Water/Sewer) (PW)	1	1	2
Parking Issue	3	3	1.6

Requests filtered by request category that have been created 01/01/2014 - 04/30/2022

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	12	12	1.9
Beach Issue	240	223	26.3
Code Compliance (Safety Concern)	119	118	21.8
Code Compliance (Violation)	198	196	21
Community Center (P & R)	13	13	122.7
Dog Stations (P & R)	21	21	2.4
Drainage/Flooding (PW)	46	39	68.9
Graffiti (PW)	5	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	367	350	28.1
Police (Safety Concern)	109	109	9.7
Pothole (PW)	8	8	23.8
Solid Waste (Commercial) (PW)	8	7	4.8
Solid Waste (Residential) (PW)	40	34	40.6
Street lights (PW)	82	71	98.7
Surfside Dog Park (P & R)	13	13	15.7
Utilities (Water/Sewer) (PW)	50	38	29.1
Barking Dog	13	13	12.2
Beach Patrol	9	9	35.1
Parking Issue	116	115	11.3
Construction Issues	52	41	13.7
Dead Animal	8	8	50.8

**III. TOWN PROJECTS*****96<sup>th</sup> Street Park***

Drafts of the design team's contract documents have been delivered to the Town for review and incorporation into the Construction RFQ. Final contract documents incorporating any revisions requested by the Town or Town's Attorney will be submitted prior to advertisement of the RFQ. All kayak launch permits have been applied for and park permitting is beginning.

***Abbott Avenue Drainage Study***

Progress Status Report – Attachment "D"

***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***

At March 15, 2022 Elections, the ballot measure on Undergrounding passed with 52.5% in favor of the debt issuance. The Town Administration placed an agenda item on the April 12, 2022 Town Commission agenda and the Commission direction was to move forward. The Town will seek to retain services with KCI, Technologies Inc. to finalize 100% construction coordination drawings and technical specifications. An agenda item will be placed on June 2022 Town Commission agenda.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2022**  
**As of MARCH 31, 2022**  
**50% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

May 10, 2022

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND - 001</b>			
REVENUE	\$ 13,508,864	\$16,592,940	81%
EXPENDITURES	7,966,003	\$16,592,940	48%
Net Change in Fund Balance	5,542,861		
Fund Balance-September 30, 2021 (Audited)	21,091,151		
Fund Balance-March 31, 2022 (Reserves)	<u>\$ 26,634,012</u>		
<b>TOURIST RESORT FUND - 102</b>			
REVENUE	\$ 3,094,491	\$3,517,323	88%
EXPENDITURES	1,575,269	\$3,517,323	45%
Net Change in Fund Balance	1,519,222		
Fund Balance-September 30, 2021 (Audited)	4,258,821		
Fund Balance-March 31, 2022 (Reserves)	<u>\$ 5,778,043</u>		
<b>POLICE FORFEITURE FUND - 105</b>			
REVENUE	\$ -	\$107,159	0%
EXPENDITURES	24,295	\$107,159	23%
Net Change in Fund Balance	\$ (24,295)		
Fund Balance-September 30, 2021 (Audited)	221,034		
Fund Balance-March 31, 2022 (Reserves)	<u>\$ 196,739</u>		
<b>TRANSPORTATION SURTAX FUND - 107</b>			
REVENUE	\$ 115,044	\$287,097	40%
EXPENDITURES	169,100	\$287,097	59%
Net Change in Fund Balance	(54,056)		
Fund Balance-September 30, 2021 (Audited)	569,453		
Fund Balance-March 31, 2022 (Reserves)	<u>\$ 515,397</u>		
<b>BUILDING FUND - 150</b>			
REVENUE	\$ 618,312	\$1,125,469	55%
EXPENDITURES	628,800	\$1,125,469	56%
Net Change in Fund Balance	(10,488)		
Fund Balance-September 30, 2021 (Audited)	1,904,548		
Fund Balance-March 31, 2022 (Reserves)	<u>\$ 1,894,060</u>		
<b>CAPITAL PROJECTS FUND - 301</b>			
REVENUE	\$ 618,082	\$332,500	186%
EXPENDITURES	569,188	\$332,500	171%
Net Change in Fund Balance	48,894		
Fund Balance-September 30, 2021 (Audited)	5,894,823		
Fund Balance-March 31, 2022 (Reserves)	<u>\$ 5,943,717</u>		

**NOTES:**

- 1) Many revenues for March 2022 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.
  - 2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.
- A.** Includes \$2,000,000 available for hurricane/emergencies. The audited balance of \$19,091,151 is unassigned fund balance (reserves).

Page

2 of 3

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>WATER &amp; SEWER FUND - 401</b>			
REVENUE	\$ 2,056,315	\$4,473,190	46%
EXPENDITURES	1,442,358	\$4,473,190	32%
Change in Net Position	613,957		
Unrestricted Net Position-September 30, 2021 (Audited)	(1,389,421)		
Unrestricted Net Position-March 31, 2022 (Reserves)	\$ (775,464)		
<b>MUNICIPAL PARKING FUND - 402</b>			
REVENUE	\$ 833,704	\$1,264,180	66%
EXPENDITURES	585,272	\$1,264,180	46%
Change in Net Position	248,432		
Unrestricted Net Position-September 30, 2021 (Audited)	1,658,629		
Unrestricted Net Position-March 31, 2022 (Reserves)	\$ 1,907,061		
<b>SOLID WASTE FUND - 403</b>			
REVENUE	\$ 1,000,695	\$1,811,003	55%
EXPENDITURES	940,206	\$1,811,003	52%
Change in Net Position	60,489		
Unrestricted Net Position-September 30, 2021 (Audited)	(270,879)		
Unrestricted Net Position-March 31, 2022 (Reserves)	\$ (210,390)		
<b>STORMWATER FUND - 404</b>			
REVENUE	\$ 434,413	\$889,000	49%
EXPENDITURES	675,976	\$889,000	76%
Change in Net Position	(241,563)		
Unrestricted Net Position-September 30, 2021 (Audited)	3,581,796		
Unrestricted Net Position-March 31, 2022 (Reserves)	\$ 3,340,233		
<b>FLEET MANAGEMENT FUND - 501</b>			
REVENUE	\$ 391,201	\$780,044	50%
EXPENDITURES	558,849	\$780,044	72%
Change in Net Position	(167,648)		
Unrestricted Net Position-September 30, 2021 (Audited)	1,091,020		
Unrestricted Net Position-March 31, 2022 (Reserves)	\$ 923,372		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2018 - March 2022**

FUND	9/30/2018	9/30/2019	9/30/2020	9/30/2021	3/31/2022	CAGR <sup>(a)</sup>
General	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 21,091,151	\$ 26,634,012	24.6%
Tourist Resort	356,313	1,640,525	2,109,658	4,258,821	5,778,043	128.6%
Police Forfeiture	159,527	105,725	168,289	221,034	196,739	11.5%
Transportation Surtax	263,292	328,377	442,856	569,453	515,397	29.3%
Building	2,760,673	2,563,517	1,991,388	1,904,548	1,894,060	-2.2%
Capital Projects	2,158,902	3,048,582	4,899,128	5,894,823	5,943,717	39.8%
Water & Sewer	(2,546,398)	(2,367,098)	(1,733,610)	(1,389,421)	(775,464)	-18.3%
Municipal Parking	943,315	1,198,948	1,293,993	1,658,629	1,907,061	20.7%
Solid Waste	601,201	641,636	219,615	(270,879)	(210,390)	-176.7%
Stormwater	3,203,878	3,200,132	3,205,050	3,581,796	3,340,233	3.8%
Fleet Management	-	585,363	825,468	1,091,020	923,372	N/A
<b>Total</b>	<b>\$ 18,802,753</b>	<b>\$ 25,929,812</b>	<b>\$ 31,708,583</b>	<b>\$ 38,610,975</b>	<b>\$ 46,146,780</b>	<b>25.2%</b>

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

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&Z - Original site plan: 9/27/2012, site plan amendment: 8/31/2017 TC - Original site plan: 10/15/2012, site plan amendment: 10/10/2017 Site Plan Ext -	762 units	257 units	None	None	13-727	Issued	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 due to overhead utilities which were not able to be placed underground. A landscape inspection has been performed and the proposed landscape revisions are under review.
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.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	DRG - tentatively scheduled for May 2022 prior to P & Z Mtg. P&Z - tentatively scheduled for May 26, 2022 TC							This site plan application is under review, evaluation and scheduling of development review activities.

**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 4/1/22 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per <b>Sec. 90-33(3)</b> of the Town Code.	DRG - 6/19/2017, 8/24/2017, 9/28/2017, May 2022 P&Z - 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 TC - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23 Site Plan Amendment - Submitted 4/1/22, tentatively scheduled for May 26, 2022 P&Z	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. Site Plan Amendment - Density Reduction from 34 to 20 Units Other interior, exterior and construction revisions.	None	Has not applied for permit yet	4/1/22 Site Plan Amendment under review. DRG and Planning and Zoning meetings tentatively scheduled for May 2022	
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 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z Reconsider) 2/25/2021 P&Z 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, 14 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 - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval TC - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None			DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting.	
4/27/2022 8809 Harding Avenue	Site Plan Application for 4 Townhouse Units	DRG - June 2022 P&Z - June 2022 TC - to be scheduled	TBD	Proposing 4 units				Site Plan Application received 4/27/22 is under review for completeness and scheduling.	

## Town of Surfside Downtown Walkability and Design Study

Progress Report for March 2022

Marlin Engineering, Inc.

This project is a Sidewalk Walkability Feasibility Study for 2 blocks of Harding Avenue between 94th Street and 96th Street including the municipal lot on the south side of 94<sup>th</sup> Street. Parking occupancy counts and commercial floor area inventories of the area will be utilized to establish current parking usage and characteristics along Harding Avenue. The findings of existing studies will also be included in the written report. Efforts will be initiated to solicit input from resident, tourist and business stakeholders. In addition to the stakeholder outreach, two (2) public presentations for input will be held with the Town's Downtown Vision Advisory Committee (DVAC Committee). Two (2) public presentations will be made to the Town Commission to present the draft and final results of the study.

### Task 1 – Kick off Meeting and Project Management

Discussions have been held with key Town staff on the activities of the Study. This Task also provides for on-going project management and communication with the Town Manager and Town Commission. Work on this Task is on-going.

### Task 2 - Data Collection

Major parking areas in the Study area include the on-street parking on Harding Avenue (72 parking spaces), the Abbott Lot (205 parking spaces) and the 94<sup>th</sup> Street Lot (99 parking spaces). Parking occupancy counts will be collected next month during peak mid-day and evening time frames. Review of prior parking studies and evaluation of the pedestrian activity counts from the video cameras will guide the parking occupancy time frames. An inventory of downtown store fronts will be collected. FDOT traffic count information and information from local traffic studies are being summarized. FDOT resurfacing plan sheets are being used to identify existing roadway, parking and sidewalk features. Work on this Task is continuing.

### Task 3 – Existing Conditions Analysis

Four (4) days of video data collected at the Harding Avenue and 95th Street intersection has been digitally processed to identify pedestrian and bicycle hourly volumes between noon on Thursday February 24th through Midnight on Sunday, February 27th. In April, additional analysis will be performed at Harding Avenue and 96<sup>th</sup> Street, the north Harding Avenue pedestrian crossing and at Harding Avenue and 94<sup>th</sup> Street. Miami-Dade County Property Appraiser information has been downloaded to identify land use and downtown floor area totals. A group of project maps have been initiated. Work on this Task is continuing.

### Task 4 – Stakeholder Outreach

The 2021 DVAC Downtown Survey and survey results have been reviewed. A draft questionnaire has been prepared to address other issues oriented to the Walkability and Design Study. With final staff refinements, the questionnaire will be reviewed with Town Staff. The questionnaire will be submitted to Town Staff in April. Interviews are tentatively scheduled for early May. Work on this Task is continuing.



## **Town of Surfside Downtown Walkability and Design Study**

Progress Report for March 2022

Marlin Engineering, Inc.

### Task 5 – Study Findings and Recommendations

Work has been initiated on formulation of 3 alternatives for improving the sidewalk walkability in the downtown area. Two existing cross section graphics are being prepared to document typical sidewalk/parking/roadway lanes and typical sidewalk/landscape/parking/roadway lanes. Work on this Task is continuing.



May 5, 2022

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 – April 30, 2022**  
Project Name: Abbott Avenue Drainage Improvements – Phase 2  
Project Location: Town of Surfside  
Our Project/Proposal Number: 11494.01

### **Section 1 – Surveying Services - (e)**

**Task 101 Topographic Survey (e)**  
✓ Survey Completed (02/02/2022).

### **Section 2 – Subsurface Utility Engineering Services - (e)**

**Task 201 Horizontal Designation Services (e)**  
✓ Field Work Completed (12/29/2021).

**Task 202 Location Services (e)**  
✓ On-hold pending completion of Preliminary Engineering Design.  
✓ SUE Services Team to be out on the Field to provide information for requested Test Holes on May 15, 2022

**Task 203 Utility Mapping (e)**  
✓ Field Work Completed (12/29/2021).

### **Section 3 – Geotechnical Engineering Services (Subconsultant - UES) – (f)**

**Task 301 Geotechnical Exploration and Report (f)**  
✓ Dig Ticket request underway.  
✓ On-hold pending completion of Preliminary Engineering Design Task 401.  
✓ Preliminary Exploration to be completed by (05/30/2002)

### **Section 4 – Civil Engineering Design Services- (c)**

**Task 401 Preliminary (30%) Civil Engineering Design (c)**  
✓ Preliminary Design Completed (04/05/2022)  
✓ 30% comments reviewed with Town (04/13/2022).

**Task 402 Design Development 60% Civil Design Documents (c) – 15% Est. Completion (07/13/2022)**  
✓ DERM Water Control Section Pre-Application Meeting (03/23/2022)  
✓ FDEP Drainage Well Pre-Application Meeting (04/19/2022)  
✓ 60% Design Documents is 15% Complete

**Task 403 Design Development 90% Civil Design Documents (c)**  
✓ On-hold pending completion of 60% Documents Task 402.

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- Task 404**      **Final (100%) Civil Construction Documents (c)**  
✓ On-hold pending completion of 90% Documents Task 403.
- Task 405**      **Engineering Permitting (c)**  
✓ 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 (c)**  
✓ On-hold pending completion of 90% Documents Task 403.
- Task 407**      **FDOT Coordination (Scenario #1) (a)**  
✓ Received FDOT GIS Access.

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

- Task 501**      **Preliminary (30%) Mechanical and Electrical Engineering Design (c)**  
✓ On-hold pending completion of Survey.
- Task 502**      **Design Development 60% Mechanical and Electrical Design Documents (c)**  
✓ On-hold pending completion of Preliminary Engineering Design Task 501.
- Task 503**      **Design Development 90% Mechanical and Electrical Design Documents (c)**  
✓ On-hold pending completion of 60% Documents Task 503.
- Task 504**      **Final (100%) Mechanical and Electrical Construction Documents (c)**  
✓ On-hold pending completion of 90% Documents Task 504.

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

- Task 601**      **Preliminary (30%) Structural Engineering Design (c)**  
✓ On-hold pending completion of Survey
- Task 602**      **Design Development 60% Structural Design Documents (c)**  
✓ On-hold pending completion of Preliminary Engineering Design Task 601.
- Task 603**      **Design Development 90% Structural Design Documents (c)**  
✓ On-hold pending completion of 60% Documents Task 602.
- Task 604**      **Final (100%) Structural Construction Documents (c)**  
✓ On-hold pending completion of 90% Documents Task 603.

**Section 7 – Bid Assistance Services – (h)**

- Task 701**      **Bidding Services (h)**  
✓ 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 and Tony Recio, Town Attorney**  
**Weiss Serota Helfman Cole & Bierman, P.L.**

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

**DATE: May 3, 2022**

**SUBJECT: Office of the Town Attorney Report for May 10, 2022 Regular Commission Meeting**

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

April 12, 2022 Budget Visioning Workshop Meeting

April 12, 2022 Town Commission Quasi-Judicial Meeting

April 12, 2022 - Regular Town Commission Meeting

April 14, 2022 - Ethics Training for Newly Elected Officials

April 27, 2022 Special Town Commission Meeting

April 28, 2022 Planning and Zoning Board Meeting

May 2, 2022 – Tourist Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary 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.

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, and status hearings before the Court, in connection with *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01 and related cases, and interaction with KCE Engineering (Allyn Kilsheimer), Miami-Dade County, FEMA and NIST representatives. Our office was successful with the granting by the Court of the Town's "Motion to Authorize Town as a Participant under the Protocol for Inspection, Documentation, and Storage of Components, Remnants, and Debris of the Champlain Towers South Collapse", which allowed the Town to participate in the invasive inspection testing at the CTS Site as a non-party to the litigation. Our efforts are ongoing in responding to various demands arising from the CTS Building Collapse, including attending status hearings before Judge Hanzman and addressing numerous questions and issues from the Court and appointed Receiver, Michael Goldberg, as well as continued efforts to investigate the cause of the CTS collapse.

**Commission Support:**

Attorneys of the firm have worked with the Mayor and members of the newly elected Town Commission to provide orientation sessions and required Ethics training, including Sunshine Law and Public Records, and address concerns and research specific issues, and are always available, either in the office or by phone or email. We appreciate your support as we continue our fifth year of service and work in implementing the newly elected Mayor and Town 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 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, various solicitations for Town services and providers (RFQs and RFPs) and agreements; IT related agreements; Parks & Recreation Department contracts and services; Code enforcement and interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues and requirements; police and forfeiture funding related issues and matters; building permit and enforcement issues; public records and media requests; litigation representation and support, subpoenas, oversight and case management; Town Code interpretation and application; labor, employment and pension matters; assistance with and negotiations with the AFSCME Florida Council 79 for Town civilian employees; EEOC complaints, and employee complaints of discrimination; various procurements and service provider contracts for Town Departments, including CCNA engineering services, contracts associated with design and construction at 96<sup>th</sup> Street Park, and 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; Zoning Code issues and ordinances; implementation of Charter Amendment Referendums and Referendum 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:

- Contract Review Related to COVID-19 health pandemic.
- Ch. 90 Zoning Code and Adoption of Amendments thereto.

- 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 Approving Agreement with Savino Miller for Design of 96<sup>th</sup> Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
- 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

- 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 88<sup>th</sup> Street Corridor Multiway Stop Warrant Study
- Resolution Approving Pelican Harbor Donation
- Resolution Accepting a \$107,500 Community Development Block Grant – Mitigation Program (CDBG-MIT) from the Florida Department of Economic Opportunity (DEO) to Develop a Drainage Improvement Plan for the Town’s Stormwater System
- MOU and Resolution Approving the Memorandum of Understanding (MOU) Between the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands to Fund the Cost of a School Resource Officer for Ruth K. Broad K-8 Center School
- Resolution Approving the Final Design Development Plans for 96<sup>th</sup> Street Park Project Prepared by Savino & Miller Design Studio, P.A.
- Resolution Approving Employee Health Benefits Contracts for Fiscal Year 2021/2022
- Resolution Accepting an Allocation of \$2,830,324 in Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury Under the American Rescue Plan Act; Review of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement
- Ordinance Side Setbacks for H120 District
- Resolutions Approving Tentative Millage Rate and Budget for FY 2022 (1<sup>st</sup> Budget Hearing)
- Resolutions Approving Final Millage Rate and Budget for FY 2022 (2<sup>nd</sup> Budget Hearing)

- Resolution Authoring Expenditure of Funds to KCE Structural Engineers for Task 2 Engineering Analysis and Destructive Testing
  - Resolution Approving Project Agreement with 300 Engineering Group, P.A. for Sanitation Sewer Evaluation Survey and Smoke Testing Services for the Town's Sanitary Sewer System
  - Resolution Approving a Federally Funded Subaward and Grant Agreement with Florida Department of Emergency Management (FDEM) for Public Assistance Grant Program Eligibility in Connection with Federal Emergency Management Agency (FEMA) Disaster Declaration No. 2560-EM-FL Relating Champlain Towers Building Collapse.
  - Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
  - Resolution Expressing Support for the Sister Bays Program and Urging Coastal Communities Throughout the County to Support the Program; Encouraging the Miami-Dade County Board of County Commissioners to Develop a Memorandum Of Understanding for The Sister Bays Program
  - Resolution Approving a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of North Miami
  - Resolution Approving Fiscal Year 2021/2022 Police Forfeiture Fund Expenditures
  - Resolution Approving Budget Amendment No. 11 for Fiscal Year 2020/2021 Budget
  - Resolution Approving Purchase of Services from Kofile Technologies, Inc. for Preservation. Archival and Digitization of Historical Town Documents
  - Resolution Approving the Purchase of a Town Hall Fire Alarm System Upgrade from Sciens Building Solutions, LLC c/o Empire Fire Safety
  - Resolution Urging the Florida Public Service Commission (PSC) to Reject Florida Power & Light's (FPL) Request for a Base Rate Increase and Rate Unification, and to Reject the Proposed \$25 Per Month Minimum Charge
  - Resolution Approving Budget Amendment No. 1 for Fiscal Year 2022 Budget
  - Resolution Approving the Renewal of Agreement with Thomson Reuters West Publishing Corporation for Clear Investigative Tool for Fiscal Years 2022-2024
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- Resolution Calling for a Town Of Surfside Special Election to be Held on March 15, 2022 for a Bond Referendum Issuance of General Obligation Bonds for the Purpose of Undergrounding of Utilities
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for the Purpose of Submitting to the Electorate a Proposed 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 on March 15, 2022 for 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 on March 15, 2022 for 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 on March 15, 2022 for 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 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 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
- Ordinance Securing Construction Sites, Safety and Other Requirements
- Ordinance Creating Section 14-3, “Recertification of Existing Buildings”, in Article I. – “In General”, of Chapter 14 - Buildings and Building Regulations”, to Adopt and Incorporate Section 8-11. – “Existing Buildings” of the Miami-Dade County Code of

Ordinances with Modifications in Furtherance of the “Don’t Wait, Accelerate” Plan to Improve Building Safety.

- Resolution Authorizing and Approving Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, regarding the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project (Metroplex), for Legal Fees and Consultant’s Services
  - Resolution Approving a First Amendment to the Revocable, Non-Exclusive License Agreement with Curative Inc. to Extend the Term of the Agreement; Approving the Extension of the Temporary Use Permit Issued to Curative Inc. Beyond the Initial Ninety (90) Day Term to Allow the Continued Utilization of a Covid-19 Testing Kiosk Pursuant to Section 90-36.1 of the Town Code
  - Resolution Approving and Authorizing the Expenditure of Budgeted Funds in an amount not to exceed \$145,000 to Implement the 89<sup>th</sup> Street Beach End Capital Improvement Project (CIP)
  - Resolution Approving and Authorizing the Expenditure of Funds in an amount not to exceed \$50,000 to Engage Marlin Engineering, Inc. for a Downtown Walkability and Design Study
  - Resolution Approving the Opioid Settlement Interlocal Agreement with Miami-Dade County Governing the Use of Opioid Settlement Funds Allocated to the Miami-Dade County Regional Fund.
  - Resolution Approving Budget Amendment No. 2 for Fiscal Year 2022 Budget
  - Resolution Approving an Amendment to Resolution No. 13-Z-06 for the Surf Club Property Located at 9011 Collins Avenue to Amend Condition No. 19, of Section IV., Requiring Design and Construction of a Lifeguard Stand and Payment of Operational Costs, and Providing for a One-Time Payment to the Town In Lieu Thereof for 96<sup>th</sup> Street Park Renovations
  - Resolution Directing the Manager to Pursue the Closure of 88<sup>th</sup> Street East of Collins Avenue to Vehicular Traffic for the Purpose of Providing a Memorial Park and Pedestrian Plaza Honoring the Victims of the Champlain Towers South Collapse
  - Resolution Approving Budget Amendment No. 3 for Fiscal Year 2022 Budget
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- Resolution Urging the Florida Legislature to Oppose Senate Bill 280, Which Would Allow Individuals and Entities to Delay Enactment of Local Ordinances by Filing Lawsuits that Allege an Ordinance is Arbitrary or Unreasonable
- Resolution Reaffirming Town’s Commitment to Condemn Anti-Semitic, Hateful And Hurtful Messages And Behavior, Including Reaffirmation of the Provisions of Section 54-2 of Town’s Code, “Consideration Of Anti-Semitism And Hate Crimes In Enforcing Laws” and Supporting an Amendment to Section 54-2 to Broaden the Definition of Anti-Semitism as Outlined Herein
- Ordinance Amending the Town Code Of Ordinances by Amending Section 90-57. - “Marine Structures”, to Provide for Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots;
- Ordinance Implementing “Accelerate, Don’t Wait”, Approach for 30-year Recertification of Threshold Buildings
- Ordinance Amending Section 90-2. “Definitions”, to Delete the Definition for “Gross Acre” and to Revise Definitions for “Height,” “Lot Area,” And “Lot Coverage”
- Ordinance Creating Article V – “Construction Sites”, Consisting of Section 14-104 “Securing of Construction Sites, Safety, and Other Requirements”, of Chapter 14 - “Buildings and Building Regulations”
- Ordinance Amending Section 54-2. - “Consideration of Anti-Semitism and Hate Crimes In Enforcing Laws”, to Strengthen and Amend the Definition and Examples of Anti-Semitism, Including Examples of Anti-Semitism Related to Israel
- Resolution Expressing Opposition to Proposed Florida Senate Bill 1024 and House Bill 741, “Net Metering,” Revising Legislative Findings Relating to Redesign of Net Metering to Avoid Cross-Subsidization of Electric Service Costs Between Classes of Ratepayers
- Resolution Urging the Court to Consider Disbursing a Portion of Funds Already Collected to Living Former Residents of The Champlain Towers South and to Consider Disbursing New Funds to Victims as Collected
- Resolution Approving Budget Amendment No. 4 for the Fiscal Year 2022 Budget
- Resolution Authorizing Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, for Legal Fees and Costs, in Connection with the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project

- Resolution Approving Purchase of Laserfiche Cloud Hosting Services from MCCI, LLC to Make Public Records Readily Accessible Through the Cloud
- Resolution Certifying and Declaring Results of the Surfside General and Special Municipal Elections Held On March 15, 2022 for Election of Mayor and Four (4) Town Commissioners and Five Referendum/Ballot Questions
- Resolution Selecting and Approving the Quote from CDW Government, LLLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17
- Ordinance Amending Section 90-47. - “Yards, Generally Allowable Projections”, Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside’s Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As “Arbor Day”
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the

Undergrounding of Utilities Project; First Amendment to Professional Services Agreement

- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution Abolishing the Town of Surfside Budget Advisory Committee
- Resolution Approving an Engagement Letter with Marcum LLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022
- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-Permittees Named in the National Pollutant Discharge Elimination System Permit No.FIs000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events

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

Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town's Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. On May 4, 2021, the Plaintiff filed its initial discovery requests, including "First Set of Interrogatories to Defendant" and "First Request for Production of Documents to Defendant", both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The Town and the Plaintiff have engaged in written discovery, which is mostly complete. The Town anticipates seeking summary judgment against the claims in the event that the matter cannot be settled. s

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11<sup>th</sup> 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 completed, except for expert depositions, which are anticipated in January 2022. Mediation of the dispute occurred on December 6, 2021 with Retired Judge Joseph Farina. The parties jointly moved to continue the trial, and the Court granted the motion and placed deadlines for a trial in June, 2022 and complete expert discovery by February 17, 2022. An Executive Session with the Town Commission occurred on January 6, 2022 as part of the mediation process. A hearing date for the motion for summary judgment has been delayed several times, but is now expected in May or June 2022. The parties have engaged in expert discovery, which has concluded. At this point, there appears to be an agreement that the issues are matters of legal interpretation for the Court.

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 implemented Phase 2 of the Metroplex project on August 12, 2021. On October 26, 2021, the Town's Special Counsel filed the consolidated Opening Brief. The Opening Brief which, among other matters, contends that aircraft noise jeopardizes public health and welfare and that the FAA is not accurately evaluating aircraft noise or its impact to persons on the ground; that the South-Central Florida Metroplex Project is in violation of the National Environmental Policy Act; and that as such the FAA is violating the constitutional rights of the citizens of the affected communities. On February 9, 2022, the FAA filed its response brief to the Town's consolidated Opening Brief. The FAA argues in its response that the FAA satisfied all the requirements of law in adopting the Metroplex, and other procedural/standing arguments



against petitioners' claims. The Town's Reply Brief was filed on March 9, 2022. Oral arguments before the 11<sup>th</sup> Circuit Court have been scheduled for the week of June 6, 2022.

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

- **Special Matters:** Continued monitoring of new case law and legislation from Federal, State and County, challenging local home rule authority and analysis legislation adopted in the last 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 working with the Court Appointed Receiver regarding issues pertaining to the CTS Building Collapse Site, including an anniversary event and memorial site, and addressing operational and permitting requests; respond to legal demands and lawsuits, and requests for production of records, continued efforts to access and inspect the CTS Site and Off-Site Facilities for Investigations as to the cause of the collapse, all in connection with the CTS Building Collapse; public records requests and ethics inquiries and opinions; implementation of various policy directives from the Mayor and Town Commissioners; 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; continued review and monitoring of all Development Orders and approvals; police and forfeiture matters and agreements; implementation of agreements resulting from RFQs for Engineering Services, Abbott Avenue Drainage project, shuttle and transportation, and undergrounding of utilities plan design; various procurements and service or provider agreements for Town improvements, facilities and programs, implementation of undergrounding of utilities and engagement of consultants to implement the utilities undergrounding project; continued assistance with and continued negotiations with AFSCME Florida Council 79 Union for Town civilian employees; application to Miami-Dade County for the closure and/or other traffic mitigation measures for Byron Avenue and Bay Drive; implementation of construction contract for 96<sup>th</sup> Street Park; implementation of procurement and construction phase for Abbott Avenue Drainage Improvements; RFQ for disaster recovery services and corresponding agreement; 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; implementation of Charter Referendum Amendments as approved by the electorate, Bond Referendum resolution and legal work needed in connection with the approval and issuance of General Obligation Bonds for undergrounding of utilities; post-election related issues and matters regarding the March 15, 2022 general and special elections, including orientation and ethics, State law and Charter and Code training sessions with the Town Commissioners; anniversary event and implementation of a memorial site for CTS and closure of vehicular access on 88<sup>th</sup> Street; upcoming Charter review.

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**Town of Surfside  
Regular Town Commission Meeting  
May 10, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9A.

**Date:** May 10, 2022

**From:** Mayor Shlomo Danzinger

**Subject:** Amendment to Section 54-78 - Prohibited Noises

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**Suggested Action:** –

To amend Town Code Section 54-78 - Prohibited Noises - to specifically allow for residents to utilize devices such as lawn mowers, hedge clippers, and other mechanical devices for personal lawncare on Sundays and Saturdays, between the hours of 10 AM - 6 PM. Commercial contractors, such as landscapers, will be prohibited from utilizing these devices on Saturday and Sunday.

**Background/Analysis:** – Currently, Section 54-78 - Prohibited Noises - in the Town code prohibits devices such as lawn mowers, hedge clippers, and other mechanical devices to be used on Sundays. (They are allowed Monday through Saturday between the hours of 8 AM - 6 PM). This ordinance ultimately restricts Sabbath observing Jewish residents restricted from such activity on Saturdays, and restricts other working residents from maintaining their own lawns on weekends.



**Town of Surfside  
Regular Town Commission Meeting  
May 10, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9B.

**Date:** May 10, 2022

**From:** Andrew Hyatt, Town Manager

**Subject:** FY 2023- 2027 Five-Year Financial Forecast and Proposed Fund Balance Policy

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**Suggested Action:** – Provide direction to Town Administration on proposed Fund Balance Policy.

**Background/Analysis:** – In February of 2011, the Town of Surfside, Florida conducted its first Five Year Financial Forecast for Fiscal Years 2012 through 2016. It projected that without the benefits associated with quality, balanced infill developments the Town's tax base would remain static. The Town presented updated forecasts in September 2013 for Fiscal Years 2014 through 2018, and in October 2017 for Fiscal Years 2018 through 2022. The advance warning of potential undesirable outcomes from those reports helped direct Town Commission policy decisions which diversified the tax base and dramatically improved the financial position of the Town. Aiding in these long-term strategic decisions is one of the fundamental advantages brought by this type of analysis.

The Town of Surfside Fiscal Year 2023-2027 Five Year Financial Forecast is a long-range fiscal planning guide that serves as an integral part of planning the Town's future financial strategy and is a key tool in ensuring long-term fiscal sustainability. A Five-Year Financial Forecast allows the Town to look into the future to navigate our financial challenges by developing long-term solutions rather than short-term fixes. It provides an outlook of Surfside's financial future over the next five-year period, October 1, 2022 through September 30, 2027, as forecasted.

The Government Finance Officers Association (GFOA) recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund. Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period. In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed. It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the

adequacy of unrestricted fund balance in the general fund.

Also the Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures".

**Budget Impact:** – Budget amendment will be submitted for approval to accompany Fund Balance Policy



## FUND BALANCE POLICY

### A. OBJECTIVE

To help ensure that the Town of Surfside maintains a positive and healthy fund balance.

### B. SCOPE

This policy shall serve as guidance on the Town of Surfside's Fund Balance/Reserves. The Fund Balance policy establishes an appropriate level of reserves for the Town to target and maintain in the funds primarily the General Fund. The Town's Fund Balance policy looks beyond annual revenues and expenditures to policies promoting the sustainability of Town services and rate structure, property values and capital needs, with a focus on current policies being financially sustainable over the next five years and beyond.

### C. POLICY

#### General Fund

The Town will strive to budget and fund the target amounts listed below in the General Fund as a percentage of the Town's annual operating expenditures of the General Fund.

- 25% Operations & Maintenance (O&M) Reserve
- 20% Hurricane/Natural Disaster Reserve
- 10% Budget Stabilization Reserve
- 5% Capital Projects Reserve

Annual operating expenditures are defined as total budgeted personnel services plus operating expenses.

Working Capital or Operations & Maintenance (O&M) Reserve is for general use to maintain essential services during periods of intense capital and budgetary needs.

The Hurricane/Natural Disaster Reserve should be used for related unbudgeted expenses that are expected to be submitted for reimbursement by the Federal Emergency Management Agency (FEMA).

The Budget Stabilization Reserve should be used during periods of assumed temporary decreases to the property values/ad valorem taxes typical during recessions. This would allow

for a budget in which taxes would not need to be increased to cover the current level of service.

The Capital Reserve should be used for needed capital expenditures in a fiscal year in which current net revenues are insufficient to cover project costs. Such a reserve helps to split the costs of infrastructure projects between current and future residents by reducing the amount of future borrowing for major projects.

### **Building Fund**

The Building Fund is a special revenue fund to account for the building department activities within the Town. Revenues sources are generated from fees for the issuance of building permits and inspections related to construction, building, renovation, alteration, repair or other activity requiring a permit by the Code of Ordinances or the Florida Building Code. The fees fund building department operations.

Per Section 553.80(7)(a), F.S., a local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years.

### **Tourist Resort Fund**

The Town accounts for 100% of total projected revenues in the Tourist Resort Fund. Thirty-four percent (34%) of total revenues are allocated directly for tourism related activities. The expenditure of these funds is governed by the Tourist Bureau Board of the Town of Surfside. The remaining sixty-six percent (66%) of total revenues are allocated for the cost of operating the Community Center and Tennis Center operations, and other resort tax eligible activities.

The Town will strive to budget and fund the target amounts listed below in the Tourist Resort Fund as a percentage of the Town's non-Tourist Board annual operating expenditures of the Tourist Resort Fund.

- 10% Unrestricted Fund Balance
- 10% Hurricane/Natural Disaster Reserve
- 10% Budget Stabilization Reserve
- 10% Capital Reserve

Annual operating expenditures are defined as total budgeted personnel services plus operating expenses.

Working Capital or Operations & Maintenance (O&M) Reserve is for general use to maintain essential services during periods of intense capital and budgetary needs.

The Hurricane/Natural Disaster Reserve should be used for related unbudgeted expenses that may not be reimbursable by the Federal Emergency Management Agency (FEMA).

The Budget Stabilization Reserve should be used during periods of assumed temporary decreases to the tourist resort taxes typical during recessions.

The Capital Reserve should be used for needed capital expenditures in a fiscal year in which current net revenues are insufficient to cover the project's costs.

**Enterprise Funds**

Fees charged to customers will cover operating expenses, debt service and required reserves to meet debt service requirements and a reserve for renewal and replacement of capital assets and infrastructure.

The Town should have an appropriate unrestricted fund balance to be used for cash flow purposes for unanticipated expenses or a non-recurring nature or to meet unexpected increases in service delivery costs.





**Town of Surfside  
Regular Town Commission Meeting  
May 10, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9C.

**Date:** May 10, 2022

**From:** Vice Mayor Jeffrey Rose

**Subject:** New High School at Haulover Park

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**Suggested Action:** – I would like to request for the Town Commission to work in coordination with neighboring municipalities to bring a resolution before the Miami Dade County Board of Commissioners requesting a new high school.

**Background/Analysis:** – To have the town manager work with Golden Beach, Sunny Isles Beach, Bal Harbour, Surfside, and Bay Harbor Islands town managers bringing a resolution to Miami-Dade county on the need for a new high school. Also for the commissioners to work with our neighboring town commissioners on bringing resolutions in support of a new high school.



**Town of Surfside  
Regular Town Commission Meeting  
May 10, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9D.

**Date:** May 10, 2022

**From:** Vice Mayor Jeffrey Rose

**Subject:** 24-inch Projections of Sills, Cornices, and Ornamental Features

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**Suggested Action:** – To move this item forward as a first reading ordinance to clean up the ambiguous language in the zoning code.

**Background/Analysis:** – A potential ambiguity has been raised regarding whether and under what circumstances projections into the setback may be applied. I would like to clean up the ambiguous language in the zoning code to encourage architectural variety and creativity as suggested by our previous and current Planning and Zoning Board.



**Town of Surfside  
Regular Town Commission Meeting  
May 10, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9E.

**Date:** May 10, 2022

**From:** Vice Mayor Jeff Rose

**Subject:** Zoning Code Ambiguities and Inconsistencies

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**Suggested Action:** – To have the town manager have the town attorney and town planner look at the zoning code and bring back to the commission language in our current zoning code on Municode that has ambiguities, inconsistencies, and clean up the language that needs fixing.

**Background/Analysis:** – Our current zoning code on Municode has been in place since 2010. Over the years there have been several instances where language has come up that is ambiguous, inconsistent and needs fixing. The town commissioners are not experts in zoning. We as a community saw what it was like the last two years when a commission tried to lead and rewrite a zoning code and the problems it caused for our residents. We must not go down that path again. We need to listen to our experts in our town attorney and town planner and fix the ambiguities, inconsistencies in our code and fix what needs to be fixed. This is not a zoning rewrite. This is not to make condos bigger or smaller, homes bigger or smaller, density higher or lower. This is to have our experts show us what needs to be cleaned up and fixed from what we have uncovered over the last 12 years.



**Town of Surfside  
Regular Town Commission Meeting  
May 10, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9F.

**Date:** May 10, 2022

**From:** Commissioner Fred Landsman

**Subject: Revision to Code Section 90-57 - "Marine Structures"**

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**Suggested Action:** – Revise existing ordinance to amend Code Section 90-57.

**Background/Analysis:** – On February 8th, 2022, the previous commission adopted on second reading Ordinance No. 22-1718 which amended Section 90-57 of the Town Code which instituted regulations on the construction of docks.

I would like to request to bring back an ordinance on first reading making the following revision to Section 90-57:

"(d) Maximum Projection of Lots on Biscayne Bay and Indian Creek. Maximum Projection of Lots on Biscayne Bay and Indian Creek. For any lot with water frontage on Biscayne Bay or Indian Creek, a marine structure may be constructed to project into the waterway no more than the lesser of (i) 10% of the width of the adjacent waterway, or (ii) 15 feet, unless the Miami-Dade County Department of Regulatory and Economic Resources or Florida Department of Environmental Protection does not object to ~~determines that environmental resources require~~ a further dock extension, in which case a finger pier not to exceed 8 feet in width, and any mooring piles, boat lifts, or other appurtenances, shall be allowed to project into the waterway no more than 35 feet, and vessels shall be required to dock along the side of the finger pier rather than at the end of the finger pier."

**ORDINANCE NO. 22 -1718**

**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

<sup>1</sup>Additions 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 January 27, 2022 with due public notice and input; and

32 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on  
33 these regulations as required by law on February 8, 2022 and further finds the proposed changes to  
34 the Code are necessary and in the best interest of the community.

35  
36 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**  
37 **TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:**

38  
39 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by  
40 this reference:

41  
42 **Section 2. Town Code Amended.** Section 90-57. – “Marine Structures”, of the Surfside  
43 Town Code of Ordinances is hereby amended, and repealed and replaced, with the following<sup>1</sup>:

44 **Sec. 90-57. – Marine Structures.**

45 ~~The following regulations shall apply to boat docks, piers, and mooring piles, in any~~  
46 ~~district:~~

47 ~~(1) Projection of docks and piers into waterways beyond the waterway line, lot line, or~~  
48 ~~established bulkhead lines shall be limited as follows, subject to final approval by Miami-Dade~~  
49 ~~County and any other authority having jurisdiction:~~

50 ~~a. — Biscayne Bay: 35 feet except if the applicant provides evidence that Miami-Dade~~  
51 ~~County requires a greater dock length to avoid or minimize adverse environmental impact to~~  
52 ~~marine resources.~~

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

53           b. ~~Indian Creek: 35 feet.~~

54           c. ~~Point Lake: 35 feet.~~

55           (2) ~~Under no circumstances shall any dock or pier be constructed so as to project into~~  
56 ~~any waterway for a distance equal to more than ten percent of the width of such waterway's~~  
57 ~~frontage.~~

58           (3) ~~For all properties requesting a marine structure permit as described in this section,~~  
59 ~~the town manager or designee shall send a mailed courtesy notification to all property owners~~  
60 ~~within 300 feet of the property requesting the permit submitted to the building department.~~

61           Construction of a dock, pier, or mooring structure (each is a "marine structure") for a  
62 waterfront lot may be permitted subject to the following:

63  
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) 10 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 (i) 10% of  
84 the width of the adjacent waterway, or (ii) 15 feet, unless the Miami-Dade  
85 County Department of Economic Resources or Florida Department of  
86 Environmental Protection determines that environmental resources require a  
87 further dock extension, in which case a finger pier not to exceed 8 feet in width,  
88 and any mooring piles, boat lifts, or other appurtenances, shall be allowed to

- 89 project into the waterway no more than 35 feet, and vessels shall be required to  
90 dock along the side of the finger pier rather than at the end of the finger pier.  
91 (e) Unobstructed Passage. No marine structure shall be permitted where the dock  
92 projection and moored vessel together would reduce the adjacent waterway to  
93 less than a 25 foot-wide channel at any point along the entire width of the lot's  
94 water frontage, in order to ensure that the adjacent waterway allows for the free  
95 and safe navigability of typical waterborne vessels in the adjacent waterway.  
96 (f) Setbacks. Any marine structure shall be set back at least ten (10) feet from the  
97 waterward extension of any property line of the subject lot.  
98 (g) Determination of the "width of the waterway." For the purpose of this section,  
99 the "width of the waterway" shall be the narrowest lineal distance from the  
100 waterward side of the sea wall of the subject lot to the nearest land mass or sea  
101 wall that is perpendicular to any portion of the subject lot's water frontage.  
102 (h) Determination of "maximum projection." The projection of a marine structure  
103 shall be measured from the waterward side of the seawall of the subject lot.  
104 (i) Notice. The owner of the subject lot shall provide courtesy notices of a building  
105 permit application for a marine structure to all owners within 300 feet of the lot  
106 by first class mail return receipt requested, and shall provide evidence of such  
107 mailing to the Town Planner. A building permit for the marine structure shall  
108 not be issued earlier than fifteen (15) calendar days from the date that proof of  
109 courtesy notices is submitted to the Town Planner.

110

111 \* \* \*

112 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
113 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
114 in no way affect the validity of the remaining portions of this Ordinance.

115 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
116 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
117 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
118 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other  
119 appropriate word.

120  
121 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
122 resolutions in conflict herewith are hereby repealed.

123  
124 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

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126 **PASSED and ADOPTED** on first reading this 14<sup>th</sup> day of December, 2021.



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**PASSED and ADOPTED** on second reading this 8<sup>th</sup> day of February, 2022.

On Final Reading Moved by: Commissioner Kesl

On Final Reading Second by: Commissioner Salzhauer

**First Reading:**

Motion by: Commissioner Kesl

Second by: Vice Mayor Paul

**Second Reading:**

Motion by: Commissioner Kesl

Second by: Commissioner Salzhauer

**FINAL VOTE ON ADOPTION**

Commissioner Charles Kesl	<u>Yes</u>
Commissioner Eliana R. Salzhauer	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>No</u>

\_\_\_\_\_  
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