



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

**Tuesday, June 18, 2024
7:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

Rule 6.06 (a)3 Agenda. The good and welfare portion of the agenda is set for 8:15 p.m.

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.

1. Opening

1A. Call to Order

1B. Roll Call of Members

1C. Pledge of Allegiance

1D. Mayor and Commission Remarks - Mayor Charles W. Burkett

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

1F. Community Notes - Mayor Charles W. Burkett

1G. Citizens' Independent Transportation Trust Presentation - Marisol Vargas, MPA., Interim Town Manager
[CITT2 Presentation](#)

2. Quasi-Judicial Hearings

3. Consent Agenda All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

3A. Approval of Minutes - Sandra N. McCready, MMC, Town Clerk
[April 30, 2024 Special Town Commission Meeting Minutes](#)
[May 14, 2024 Regular Town Commission Meeting Minutes](#)

3B. Board and Committee Meeting Minutes - Sandra N. McCready, MMC, Town Clerk
[April 25, 2024 Planning and Zoning Board Meeting Minutes](#)
[May 6, 2024 Tourist Board Meeting Minutes](#)

4. Ordinances

Second Reading

4A1. Ordinance Amending Section 90-41 "Regulated Uses" by Providing Exemptions to Drug Stores - Mark Blumstein, Interim 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 90-41, "REGULATED USES", BY REMOVING DRUG STORES FROM RESTRICTED ZONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

[90-41 Regulated Uses - Drug Stores - Second Reading](#)

- 4A2. Ordinance Amending the Resort Tax Powers and Duties and filing requirements.** - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 70-124 AND 7-126, OF DIVISION 2.–“RESORT TAX BOARD”, OF ARTICLE IV.–“RESORT TAX”, CHAPTER 70 OF THE TOWN CODE, TO AMEND THE POWER AND DUTIES AND DELETE ANY REQUIREMENT FOR SPECIFIC, MINIMUM ALLOCATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance - Resort Tax Board - Second Reading](#)

First Reading

- 4B1. Amending Section 70-122.** - Taxes to Constitute Special Fund. - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 70-122, OF DIVISION 1.–“RESORT TAX”, OF ARTICLE IV.–“RESORT TAX”, CHAPTER 70 OF THE TOWN CODE, TO AMEND THE TAXES TO CONSTITUTE SPECIAL FUND; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending 70-122 - Resort Tax - June 2024](#)

- 4B2. Ordinance Amending Section 90-70 Sign Code** - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-70 et. seq. OF ARTICLE VI. – “SIGNS”, CHAPTER 90 OF THE TOWN CODE, TO AMEND THE EXEMPT SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

[Ordinance Amending Sign Ordinance](#)

- 4B3. Ordinance Amending Purchasing Authority by Town Manager** - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 3 “PURCHASING” OF THE TOWN CODE RELATING TO PURCHASING LIMITATIONS AND EXEMPTIONS FROM COMPETITIVE BIDDING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE

DATE.

[Ordinance Amending Chapter 3 - Purchasing](#)

- 4B4. Ordinance Imposing Homeless and Domestic Violence Tax** - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ADOPTING THE HOMELESS AND DOMESTIC VIOLENCE TAX, PURSUANT TO SECTION 212.0306(2)(d), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Imposing Homeless Tax](#)

- 4B5. An Ordinance Amending Town Code of Ethics** - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VII. - "CODE OF ETHICS" BY AMENDING SECTIONS 2-230 EXPLOITATION OF OFFICIAL POSITION PROHIBITED; AMENDING SECTION 2-233 CONFLICT OF INTEREST; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

[Ordinance Amending Article VII - Code of Ethics - June 2024](#)

- 4B6. An Ordinance creating a Code provision to prohibit Nondisclosure and Non-disparagement agreements.** - Mark Blumstein, Interim Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING "SECTION 2-153 – NONDISCLOSURE AGREEMENTS" UNDER "ARTICLE IV. – OFFICERS AND EMPLOYEES", LIMITING THE USE OF NONDISCLOSURE AND/OR NON-DISPARAGEMENT AGREEMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

[Ordinance - NDA - June 2024](#)

- 5. Resolutions and Proclamations** If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

- 5A. Resolution Authorizing the Town Manager to Execute a Grant Agreement with the State and Expend Funds for a Town Comprehensive Vulnerability Assessment and Adaptation Plan** - Mark Blumstein, Interim Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE FOR A TOWN COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN AND FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - FDEP Grant - June 2024](#)

[FDEP Grant Agreement 23PLN90](#)

5B. Resolution Urging NIST to Expedite Final Report of Investigation of CTS Collapse - Mark Blumstein, Interim Town Attorney

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE NATIONAL CONSTRUCTION SAFETY TEAM OF THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, AN AGENCY OF THE UNITED STATES DEPARTMENT OF COMMERCE (“NIST”) TO EXPEDITE ISSUANCE OF ITS FINAL REPORT INTO THE PARTIAL COLLAPSE OF CHAMPLAIN TOWERS SOUTH; PROVIDING FOR TRANSMITTAL OF RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution_-_NIST_Investigation](#)

5C. Resolution Calling for a Special Election on November 5, 2024 Amending the Town Charter and Calling for Ballot Questions - Mark Blumstein, Interim Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE PROPOSED AMENDMENTS TO THE TOWN CHARTER; PROVIDING REQUISITE BALLOT LANGUAGE AND CHARTER AMENDMENT TEXT FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - Charter Amendments - June 14 2024-Final.docx](#)

5D. Resolution calling for a Special Election on November 5, 2024 for the purpose of submitting a question to the electorate related to the imposition of a 1% homeless and domestic violence tax. - Mark Blumstein, Interim Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE A PROPOSED REFERENDUM IMPOSING A TAX SUPPORTING THE HOMELESS AND VICTIMS OF DOMESTIC VIOLENCE; PROVIDING FOR NOTICE OF ELECTION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - Homeless Tax](#)

5E. Re-Establishing Sustainability and Resiliency Committee - Vice Mayor Tina Paul

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE,

FLORIDA, RE-ESTABLISHING THE TOWN OF SURFSIDE SUSTAINABILITY AND RESILIENCY COMMITTEE TO STUDY AND RECOMMEND POLICIES TO THE TOWN COMMISSION; PROVIDING FOR THE COMMITTEE'S CHARTER AND ORGANIZATION; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - Sustainability Resiliency Committee](#)

- 5F. Resolution Declaring June 19th as "Juneteenth National Independence Day"**
- Commissioner Gerardo Vildostegui

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING JUNE 19th AS "JUNETEENTH NATIONAL INDEPENDENCE DAY"; CALLING ON THE GOVERNOR AND LEGISLATURE OF THE STATE OF FLORIDA TO CREATE A STATE HOLIDAY RECOGNIZING THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE

[Resolution - Juneteenth National Holiday](#)

- 5G. Resolution Approving Agreement with Kimley-Horn for Vulnerability Assessment** - Mark Blumstein, Interim Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES FOR THE TOWN'S COMPREHENSIVE VULNERABILITY ASSESSMENT PROJECT, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - Kimley-Horn - VA](#)

[Exhibit A - Kimley Horn VA - Proposal](#)

[Exhibit B - Kimley Horn VA - Agreement](#)

[Exhibit B1 - Kimley Horn VA - Fee Estimate](#)

- 5H. Resolution Authorizing Settlement of Litigation with Schnabel Engineering LLC** - Mark Blumstein, Interim Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE MATTER OF SCHNABEL ENGINEERING, LLC vs. KCE STRUCTURAL ENGINEERS, P.C. AND TOWN OF SURFSIDE, FL, CASE, CL 23-7597 IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO, VIRGINIA; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - Settlement of Schnabel](#)

[Settlement Agreement and Mutual Release](#)

- 6. Good and Welfare (Set for approximately 8:15 p.m.)** Â Public comments for subjects or items not on the agenda.

- 7. Town Manager and Town Attorney Reports**

7A. Town Manager's Report - Marisol Vargas, Interim Town Manager
[2024 June Town Manager's Report](#)

7B. Town Attorney's Report - Mark Blumstein, Interim Attorney
[TA Report - June 18, 2024-rev.docx](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Community Center Concession Services - Commissioner Ruben Coto
[Latoni Vending Proposal for Surfside Rec Center](#)
[Sweet Cool Treats](#)
[Waku](#)
[The Corner Coffee & Pantry](#)

9B. All Zoning Changes from the Last Administration 2022-2024 - Mayor Charles W. Burkett
[List of Adopted Ordinances 2022-2024-MB changes-Final](#)

9C. Sister City with Chetumal, Quintana Roo Mexico - Mayor Charles W. Burkett
[Exhibit A - 05-20-2024 Ltr Kristen Rosen Gonzalez](#)

9D. Creation of an Optional Benefit for Town Employees: MDT Transit Pass Instead of Parking Pass - Commissioner Gerardo Vildostegui

9E. Creating a Municipal School Bus to Serve Ruth K. Broad K-8 Center - Commissioner Gerardo Vildostegui

9F. Fractional Home Ownership - Mark Blumstein, Interim Town Attorney
[Ordinance 2023-4547 \(co-owned housing unit manager\)](#)

9G. Forensic IT Services - Mark Blumstein, Interim Town Attorney
[ERM Protect - Proposal](#)
[SRIT proposal - Town of Surfside - IT Consultation](#)

10. Adjournment

Respectfully submitted,

Marisol Vargas, MPA.
Interim Town Manager

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

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

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

TWO OR MORE MEMBERS OF THE TOWN COMMISSION AND/OR 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.



CITIZENS' INDEPENDENT
TRANSPORTATION TRUST

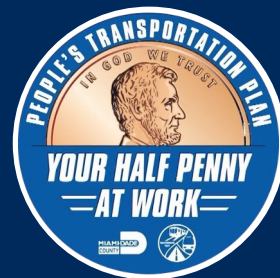
20+ Years of Connecting Miami-Dade



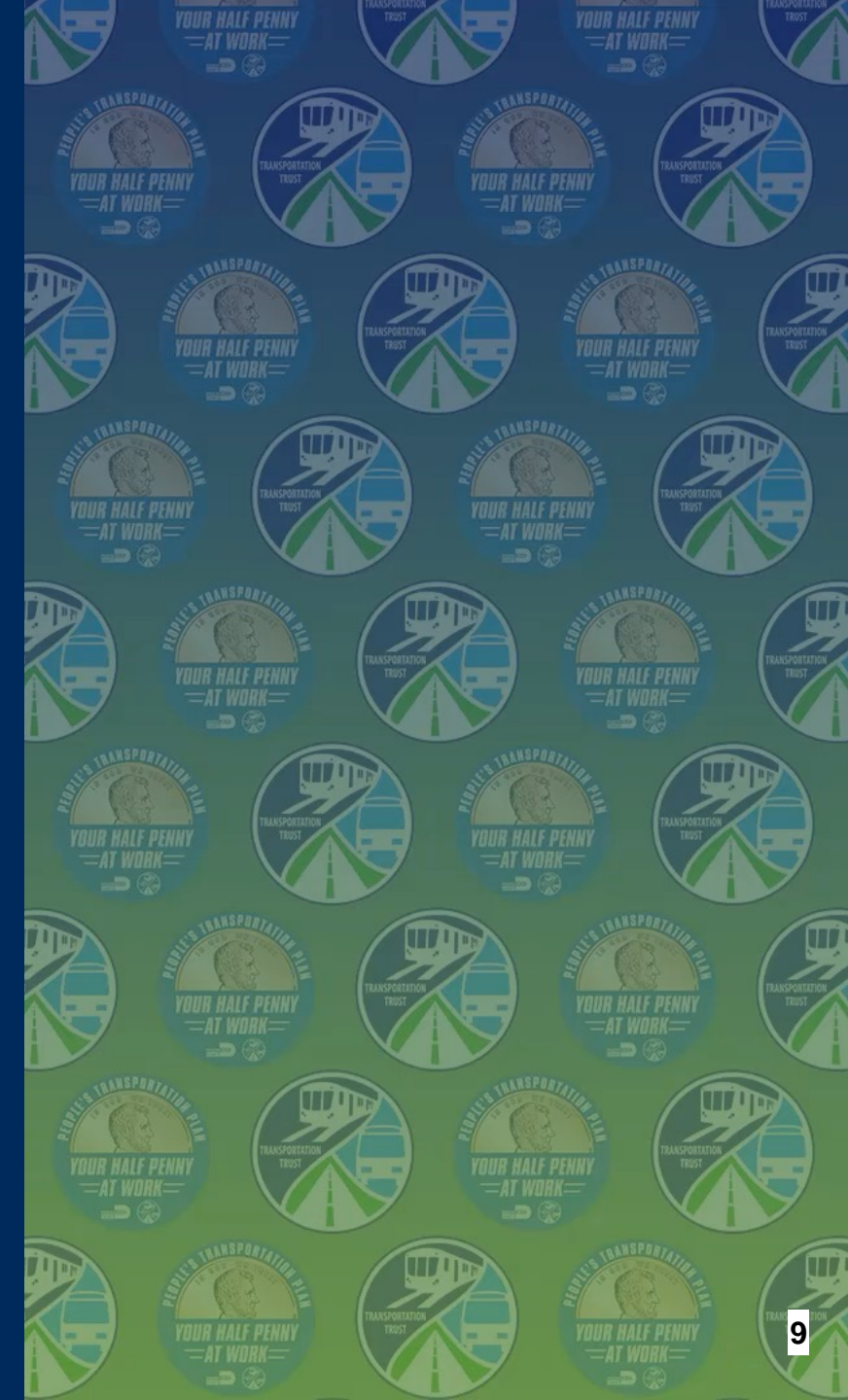
Javier A. Betancourt

Executive Director

CITT



-  @GoCITT
-  @TransportationTrust
-  Citizens' Independent Transportation Trust
-  Citizens' Independent Transportation Trust
-  @TransportationTrust





Overview of the Transportation Trust



Ballot Language – Nov. 5, 2002
General Election Sample Ballot

County

County Transportation Expansion Plan

Shall the County implement the People's Transportation Plan including: Plans to build rapid transit lines to West Dade, Kendall, Florida City, Miami Beach, & North Dade; Expand bus services; Add 635 buses; Improve traffic signalization to reduce traffic backups; Improve major & neighborhood roads & highways including drainage; Provide funding to municipalities for road & transportation projects by levying a .5% sales surtax whose proceeds will be overseen by Citizen's Independent Transportation Trust?

Yes



No





Overview of the Transportation Trust



The Start of PTP

- On November 5, 2002, Miami-Dade County voters approved an indefinite (no sunset provision) half-penny surtax to implement the People's Transportation Plan (PTP).
- The People's Transportation Plan (PTP) is a broad based and long-term program incorporating roadway and transit improvements.

The Creation of CITT

- Voters also approved the creation of a Citizens' Independent Transportation Trust (Transportation Trust), an independent entity comprised of citizens who serve as volunteers with the mission to oversee expenditure of surtax revenue.

CITT's Mission

- To monitor, audit, review, oversee and investigate the use of the Surtax proceeds and the implementation of the People's Transportation Plan (PTP).




CITIZENS' INDEPENDENT
TRANSPORTATION TRUST
MIAMI MOVING
FOUR FORWARD







Transportation Trust Members


Robert Wolfarth
Chair
District 4




Mary Street, Esq.
First Vice-Chair
District 5




Hon. Peggy Bell
Second Vice Chair
District 8




***Paul J. Schwiep, Esq.**
Mayoral Appointee




Miguel Murphy
District 1




Omar Bradford
District 2



Qjuezari Harvey
District 3



Robert Ruano
District 6



Meg Daly
District 7



***Joseph Curbelo**
District 12



David Marin
District 13



Kenneth M. Kilpatrick
League of
Cities Appointee



Javier A. Betancourt
Executive Director

Trust seats for Districts 9, 10 and 11 are vacant.
*Former Chair



Become a Transportation Trust Member



We are looking for engaged citizens with the interest, experience and insight needed to make informed decisions that will contribute to the development of a comprehensive and well-coordinated transportation system in Miami-Dade County.

Membership Requirements

- **15 seats representing 13 County Commission Districts, County Mayor, and Miami-Dade County League of Cities (MDCLC)**
- **District appointees must reside in the district they are appointed to represent; Mayoral and MDCLC appointees must reside in Miami-Dade County**
- **No elected officials or candidates for elected office**
- **No Conflicts of Interest**
- **Must demonstrate upstanding moral character**
- **Candidate Slate submitted by Nominating Committee for Commission, Mayor, MDCLC appointment**



How to apply

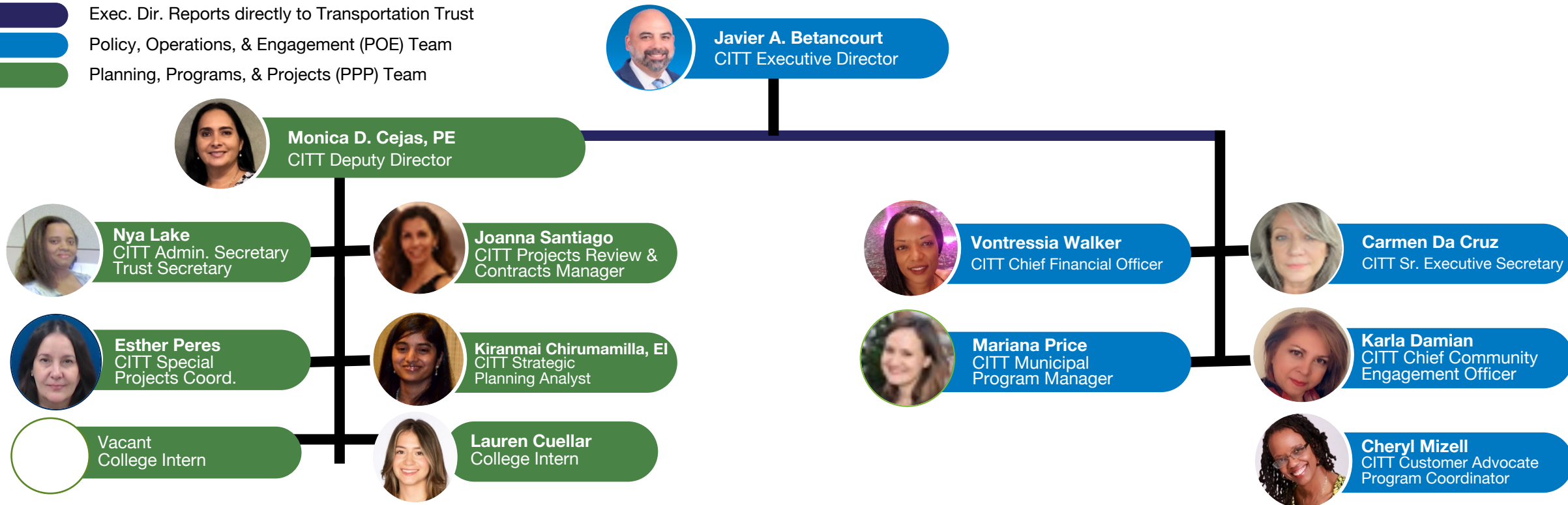
- Visit our website at: WWW.MIAMIDADE.GOV/CITT and click on the 'Member Recruitment' tab to download an application.
- Or call 305-375-1357 to request an application.



Citizens' Independent Transportation Trust Existing FY 2024 Organizational Chart



- Exec. Dir. Reports directly to Transportation Trust
- Policy, Operations, & Engagement (POE) Team
- Planning, Programs, & Projects (PPP) Team



- Project Review & Financial Analysis
- Strategic & Financial Planning
- Municipal Program
- Community Engagement / Customer Advocate
- Budget & Accounting
- Audit

~ \$4M Operating Budget
(less than 1% of annual surtax proceeds)



Auditing the Use of Surtax Funds



2024 - 3rd Quarter (April 1, 2024 - June 30, 2024)								
As of 6/5/24								
Municipality	Last Audit Completed		Next Audit	# Prior Audits	Initiated	In Progress (Draft)	Final	
	Through	Report Date						
MUNICIPALITY								
Aventura	9/30/2015	1/19/2017	2024	2	✓	-	-	
Bal Harbour	9/30/2017	12/14/2018	2024	3	1/12/2024	-	-	
Bay Harbor Islands	9/30/2020	4/6/2021	2026	4	-	-	-	
Biscayne Park	9/30/2019	2/12/2021	2025	3	-	-	-	
Coral Gables	9/30/2019	5/26/2020	2023	4	✓	9/29/2023	-	
Cutler Bay	9/30/2021	7/6/2022	2026	3	-	-	-	
Doral	9/30/2021	5/20/2022	2026	3	-	-	-	
El Portal	9/30/2021	9/21/2023	2026	3	-	-	-	
Florida City	9/30/2020	6/30/2021	2025	4	-	-	-	
Golden Beach	9/30/2018	12/10/2019	2025	3	-	-	-	
Hialeah	9/30/2018	1/28/2020	2024	3	-	-	-	
Hialeah Gardens	9/30/2017	2/8/2019	2025	3	-	-	-	
Homestead	9/30/2017	4/30/2019	2024	3	3/4/2024	-	-	
Key Biscayne	9/30/2021	1/11/2023	2025	4	-	-	-	
Medley	9/30/2020	3/19/2021	2026	4	-	-	-	
Miami	9/30/2020	9/28/2021	2023	8	✓	3/31/2023	5/30/2024	
Miami Beach	9/30/2021	8/30/2023	2026	4	-	-	-	
Miami Gardens	9/30/2020	5/12/2021	2025	3	-	-	-	
Miami Lakes	9/30/2022	3/14/2024	2026	5	-	-	-	
Miami Shores	9/30/2021	4/29/2022	2026	4	-	-	-	
Miami Springs	9/30/2019	10/7/2020	2025	3	-	-	-	
North Bay Village	9/30/2020	8/30/2021	2026	4	-	-	-	
North Miami	9/30/2021	9/20/2022	2026	4	-	-	-	
North Miami Beach	9/30/2021	12/16/2022	2026	4	-	-	-	
Opa-Locka	9/30/2019	1/31/2022	2024	5	-	-	-	
Palmetto Bay	9/30/2021	3/29/2022	2026	4	-	-	-	
Pinecrest	9/30/2020	4/6/2021	2026	4	-	-	-	
South Miami	9/30/2021	9/11/2023	2026	5	-	-	-	
Sunny Isles Beach	9/30/2019	6/15/2021	2025	3	-	-	-	
Surfside	9/30/2022	1/10/2024	2027	4	-	-	-	
Sweetwater	9/30/2020	8/8/2022	2026	5	-	-	-	
Virginia Gardens	9/30/2021	10/26/2022	2026	4	-	-	-	
West Miami	9/30/2019	4/6/2021	2025	3	-	-	-	
COUNTY								
Transit	9/30/2019	10/23/2020	2024	3	✓	2/29/2024	4/8/2024	
Public Works	9/30/2019	1/29/2021	2024	3	-	-	-	
Total						3	1	2



AUDIT AND MANAGEMENT SERVICES

Ofelia Tamayo

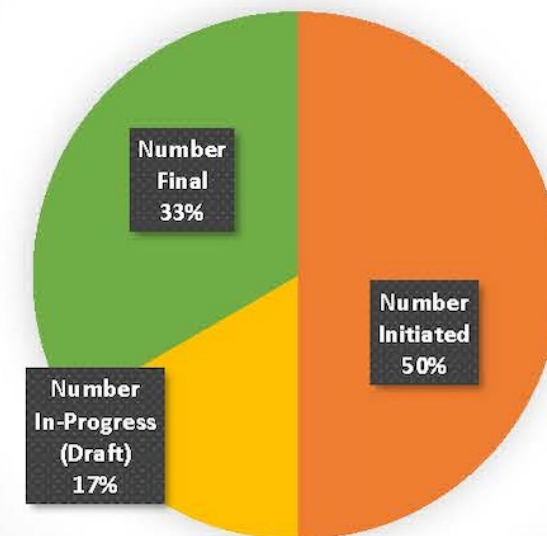
Director

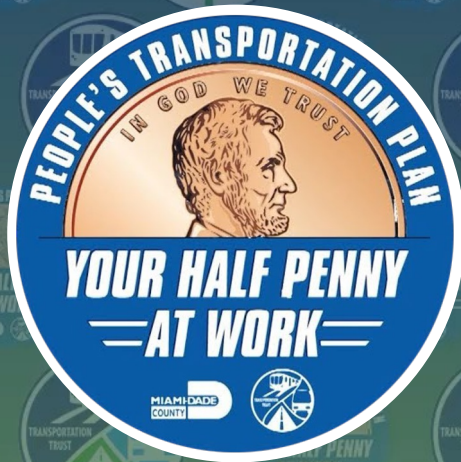
Overtown Transit Village North

701 NW 1st Court, Miami, FL 33136

786-469-5900 | bemor@miamidade.gov

5 Audits (FY 2024-Q3)





Charter County Transportation Surtax (Half-Penny)

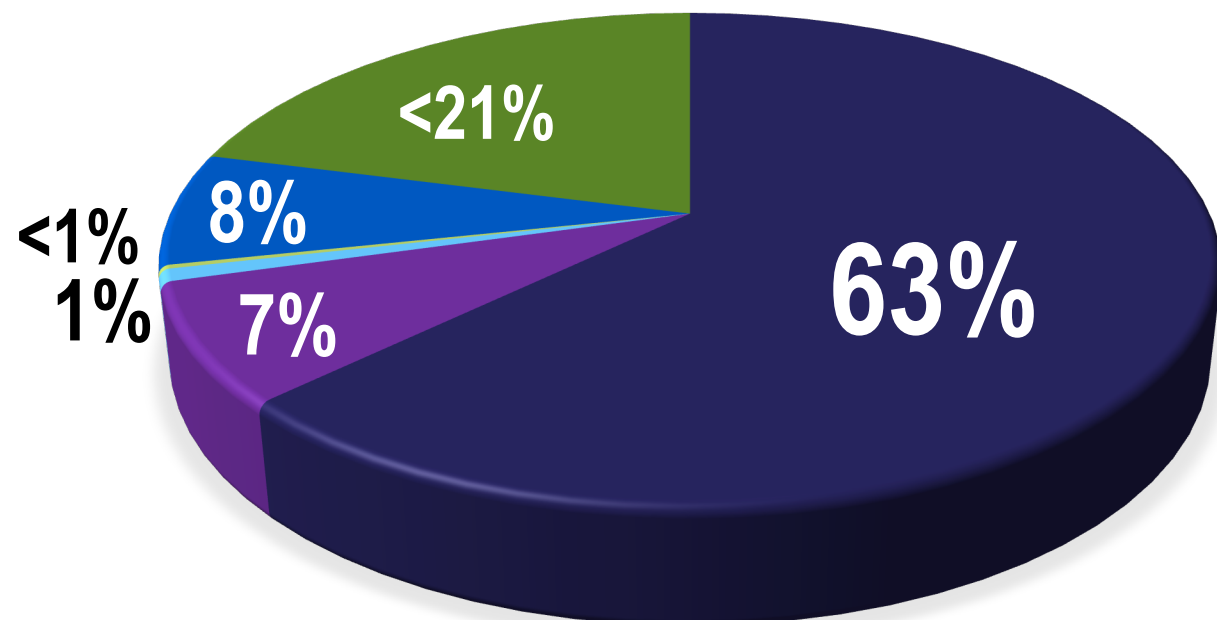


\$4.8 BILLION 2002-2023 Actual Surtax Expenditures



How your half penny has been spent

\$4.8 billion in cumulative surtax transfer/expenditures through FY 2023

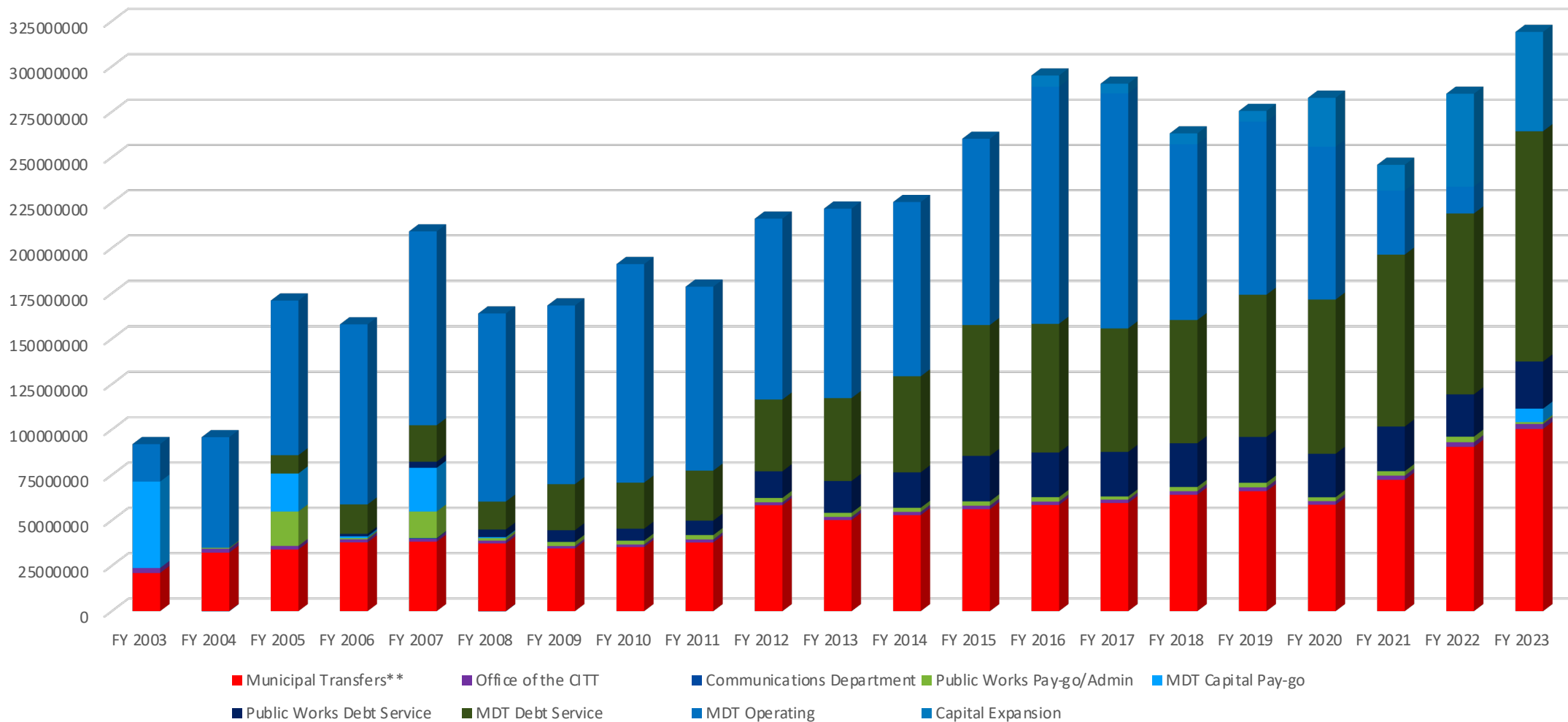


Miami-Dade Transit	\$3.0B
Municipalities	\$1.0B
Public Works	\$373M
CITT Administration	\$38M
Capital Project	\$11.8M
Balance & Future Projects	\$354M



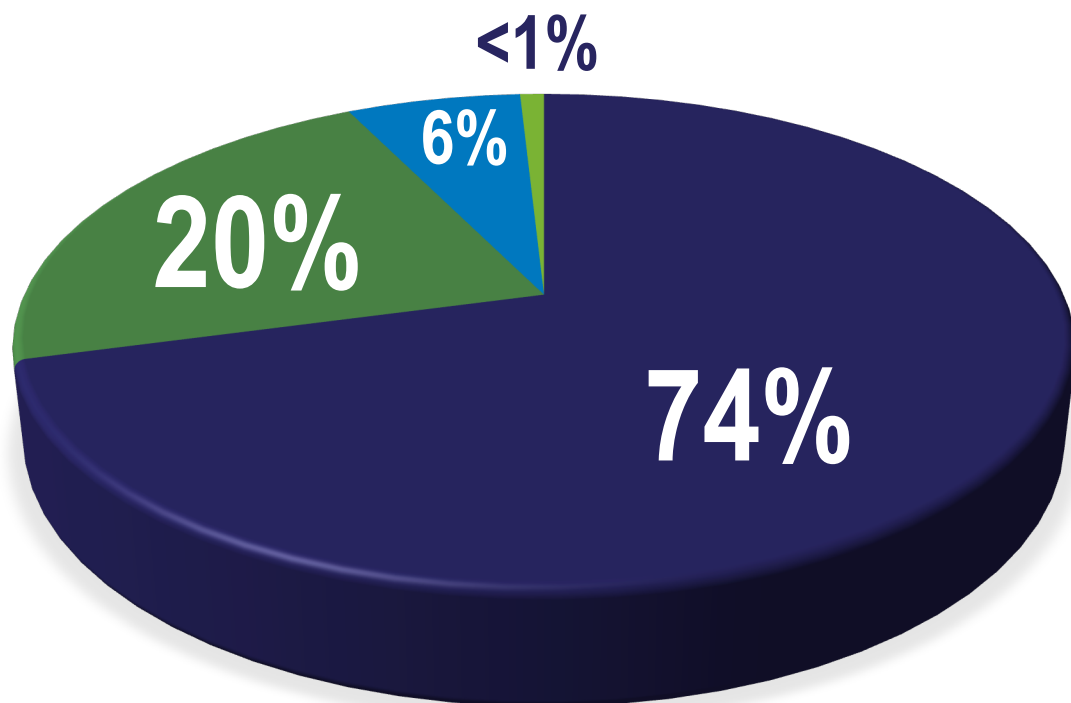
Actual Surtax Expenditures

FY 2003-2023





FY 2024 Surtax Budget



FY 2024 Budgeted Surtax Collection: \$424M

FY 2024 Budgeted Transfers/Expenditures:

Miami-Dade Transit	\$300 M
Municipalities	\$ 93 M
Public Works	\$ 27 M
CITT Administration	\$ 3.7M



40 Year Pro-Forma \$8 Billion Program



PTP and Transit Pro-Forma Funds	ALL-YEARS	1 2024	2 2025	3 2026	4 2027	5 2028
PTP Revenues						
PTP Revenue Fund Carryover	29,764,123,367	309,168,000	225,300,000	201,245,580	139,009,332	54,076,938
PTP Sales Surtax Revenue	31,519,293,000	424,000,000	434,600,000	445,465,000	456,602,000	470,300,000
Interest Earnings	8,000,000	200,000	200,000	200,000	200,000	200,000
Total PTP Revenues	61,291,416,367	733,368,000	660,100,000	646,910,580	595,811,332	524,576,938
Current PTP Debt Service Expenses						
Transfer for Current Transit PTP Debt Service Payments	3,264,240,000	130,458,000	126,562,000	126,561,000	127,972,000	127,965,000
Public Works Current PTP Debt Services Payments	581,173,000	25,914,000	25,908,000	25,907,000	25,388,000	25,387,000
Total Current PTP Debt Service Expenses	3,845,413,000	156,372,000	152,470,000	152,468,000	153,360,000	153,352,000
Future PTP Debt Service and Lease Financing Expenses						
Future DTPW PTP Debt Service Payments	7,059,519,000	-	58,970,000	96,838,000	121,985,000	147,949,000
Lease Financing Payments	3,577,382,000	-	7,808,000	20,091,000	25,028,000	36,521,000
Total Future PTP Debt Service and Lease Financing Expenses	10,636,901,000	-	66,778,000	116,929,000	147,013,000	184,470,000
PTP Transfer to Municipalities						
Transfer to Existing Municipalities	6,303,859,000	84,800,000	86,920,000	89,093,000	91,320,000	94,060,000
Transfer to New Municipalities	945,578,000	12,720,000	13,038,000	13,364,000	13,698,000	14,109,000
Total PTP Transfer to Municipalities	7,249,437,000	97,520,000	99,958,000	102,457,000	105,018,000	108,169,000
PTP Transfer to Other Funds and County Departments						
Transfer to PTP Capital Expansion Reserve Fund	1,073,317,000	18,283,000	12,843,000	8,698,000	6,491,000	3,842,000
Transfer to Office of the CITT	281,516,000	3,744,000	3,896,000	4,042,000	4,183,000	4,308,000
Transfer to Public Works Pay As You Go Projects	3,000,000	500,000	500,000	500,000	500,000	500,000
Transfer to Transit Operations and Maintenance	3,961,893,533	113,521,000	115,791,420	118,107,248	120,469,393	57,878,781
Transfer to PTP Revenue Fund Reserve	85,000,000	85,000,000	-	-	-	-
Total PTP Transfer to Other Funds and County Departments	5,404,726,533	221,048,000	133,030,420	131,347,248	131,643,393	66,528,781
PTP Reimbursement						
Future TPO Flexed Federal SU Grant Financing Reimbursement	(1,200,000,000)	(30,000,000)	(30,000,000)	(30,000,000)	(30,000,000)	(30,000,000)

FY 2023-24 PTP & Transit Pro-forma Summary



20+ Years of Connecting Miami-Dade

People's Transportation Plan (PTP)



Citizens' Independent Transportation Trust (CITT)

The People's Transportation Plan



Municipal



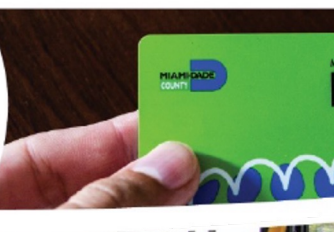
Golden Passport



Fare-free Metromover



Neighborhood Improvement Program



Bus Service Improvements



Maintenance of Effort



Expand Metrorail to 88.9 miles



Major Highway & Road Improvements



Municipal Transit Program



10.8 MILLION passengers in FY 2023



Municipal Transit Service Options as of May 31, 2024

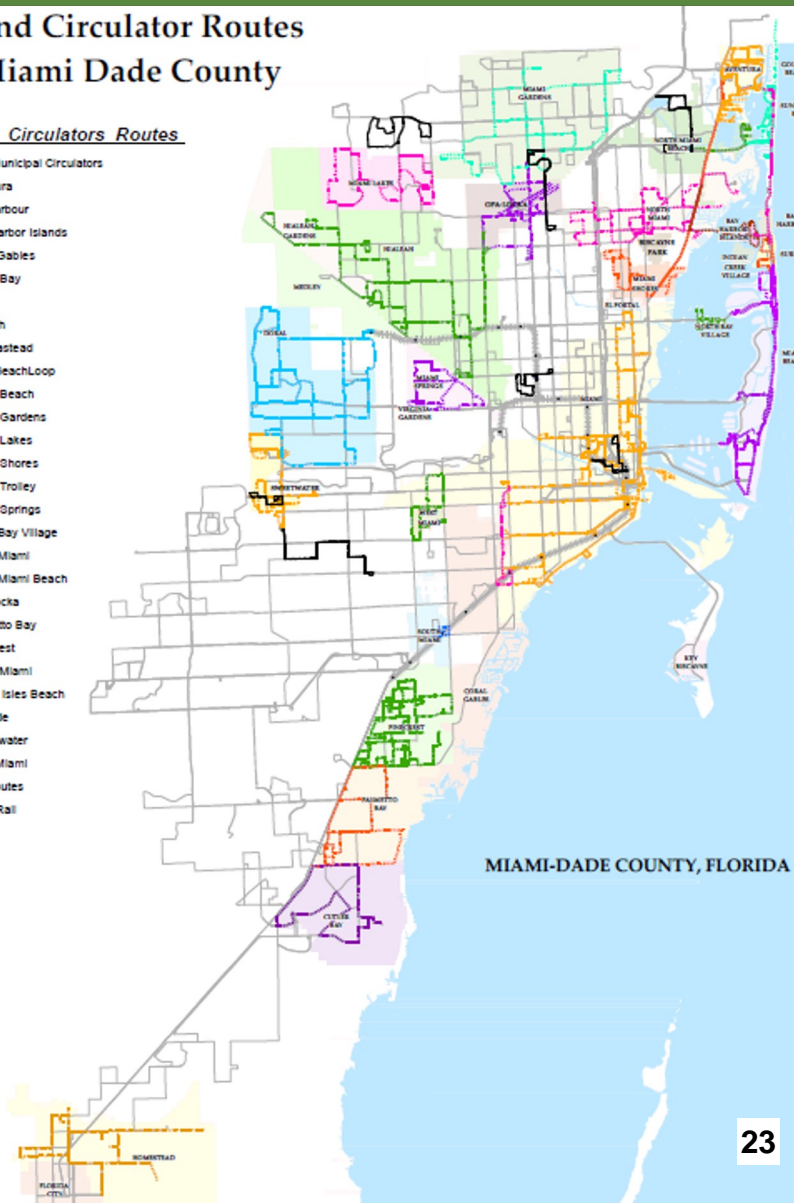
MUNICIPALITY	FIXED ROUTE	ON-DEMAND	BOTH
Aventura	✓	✓	•
Bal Harbour	✗	✓	
Bay Harbor Islands	✗	✓	
Biscayne Park	✗	✓	
Coral Gables	✓	✓	•
Cutler Bay	✓	✓	•
Doral	✓	✓	•
El Portal	✗	✗	
Florida City	✗	✓	
Golden Beach	✗	✗	
Hialeah	✓	✓	•
Hialeah Gardens	✓	✗	•
Homestead	✓	✓	•
Key Biscayne	✗	✓	
Medley	✗	✗	
Miami	✓	✓	•
Miami Beach	✓	✓	•
Miami Gardens	✓	✗	
Miami Lakes	✗	✓	
Miami Shores	✓	✗	
Miami Springs	✓	✗	
North Bay Village	✗	✗	
North Miami	✓	✓	•
North Miami Beach	✓	✓	•
Opa-Locka	✓	✗	
Palmetto Bay	✓	✓	•
Pinecrest	✓	✓	•
South Miami	✗	✓	
Sunny Isles Beach	✓	✗	
Surfside	✗	✓	
Sweetwater	✓	✗	
Virginia Gardens	✓	✗	
West Miami	✗	✓	
Total:	21	22	12

Source: Office of the CTT

Bus and Circulator Routes in Miami Dade County

Bus and Circulators Routes

- Non-Municipal Circulators
- Aventura
- Bal Harbour
- Bay Harbor Islands
- Coral Gables
- Cutler Bay
- Doral
- Hialeah
- Homestead
- NorthBeachLoop
- Miami Beach
- Miami Gardens
- Miami Lakes
- Miami Shores
- Miami Trolley
- Miami Springs
- North Bay Village
- North Miami
- North Miami Beach
- Opa-locka
- Palmetto Bay
- Pinecrest
- South Miami
- Sunny Isles Beach
- Surfside
- Sweetwater
- West Miami
- BusRoutes
- MetroRail



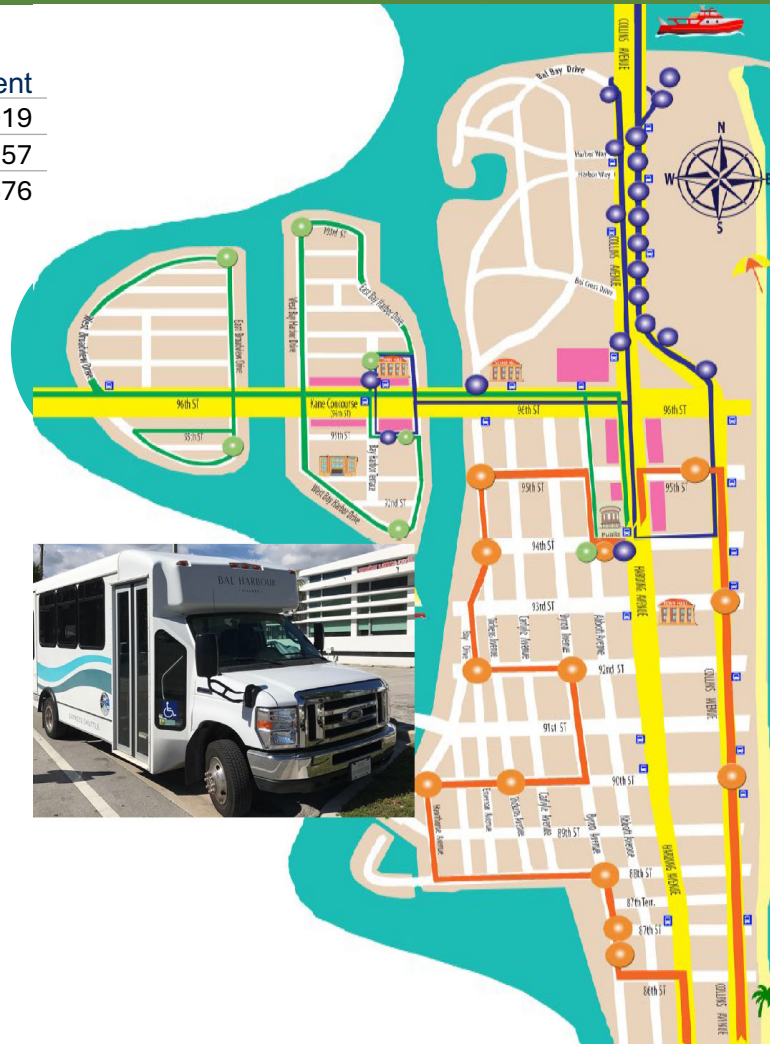


Surfside



Transit FY 2022 PTP Surtax Transfer/Actual – \$67,551/\$154,919	
Transit Services	Shuttle (Since 2006/2007)
No. of Routes	1
Service During	Monday to Friday – 7:30AM to 5:30PM Saturday – 8:00AM – 3:30PM
Service Frequency	30 Minutes
Fleet Size	1
Vehicle Type	25 Foot Minibus
Service/Provider	Limousines of South Florida, Inc.
Ridership	Fiscal Year 2021-2022: 15,978 Calendar Year 2022: 17,157 Vehicle Real Time Tracking App: N/A
Connection with County Transit Routes	Bus Routes #115, 120 Connects to Bal Harbour Village, Bay Harbor Islands Shuttle Service
Last County Audit	2018

PTP Funds	Received	Spent
Transit (min 20%)	\$ 67,551	\$154,919
Transportation (max 80%)	\$270,202	\$135,757
Total	\$337,753	\$290,676

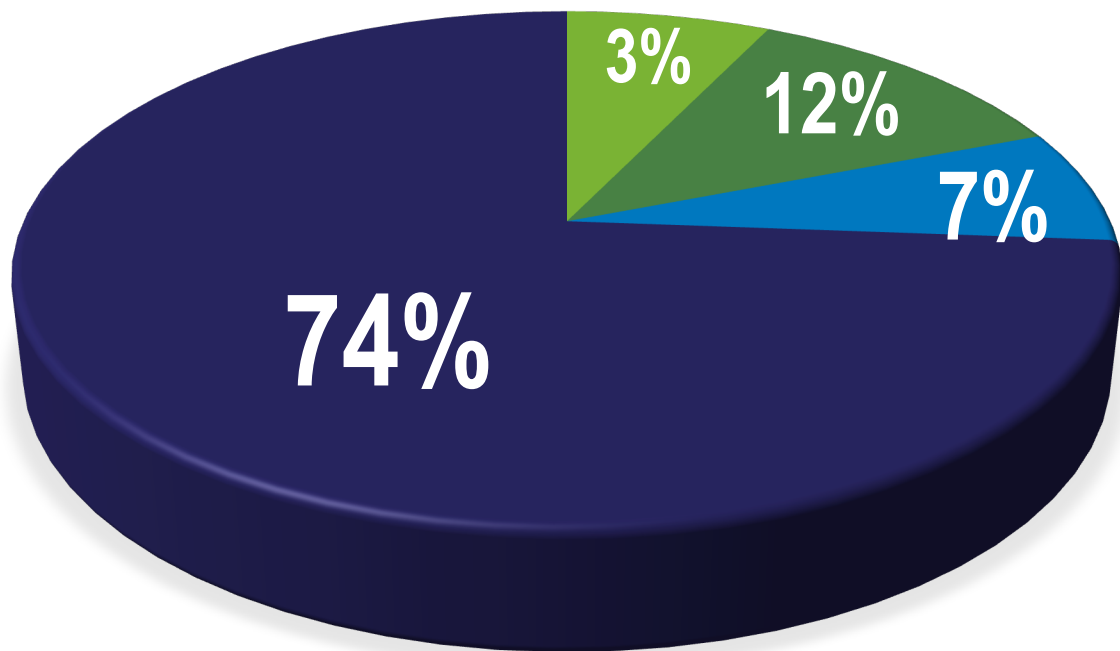




Citizens'
Independent
Transportation
Trust (CITT)

Major Roadway, Highway & Neighborhood Improvements

Less than 10% of Surtax



Completed Projects (31)	74%
Pending Projects (5)	12%
Ongoing Projects (3)	7%
Deleted Projects (3)	3%



Transit Services Funded by the Half-Penny Surtax

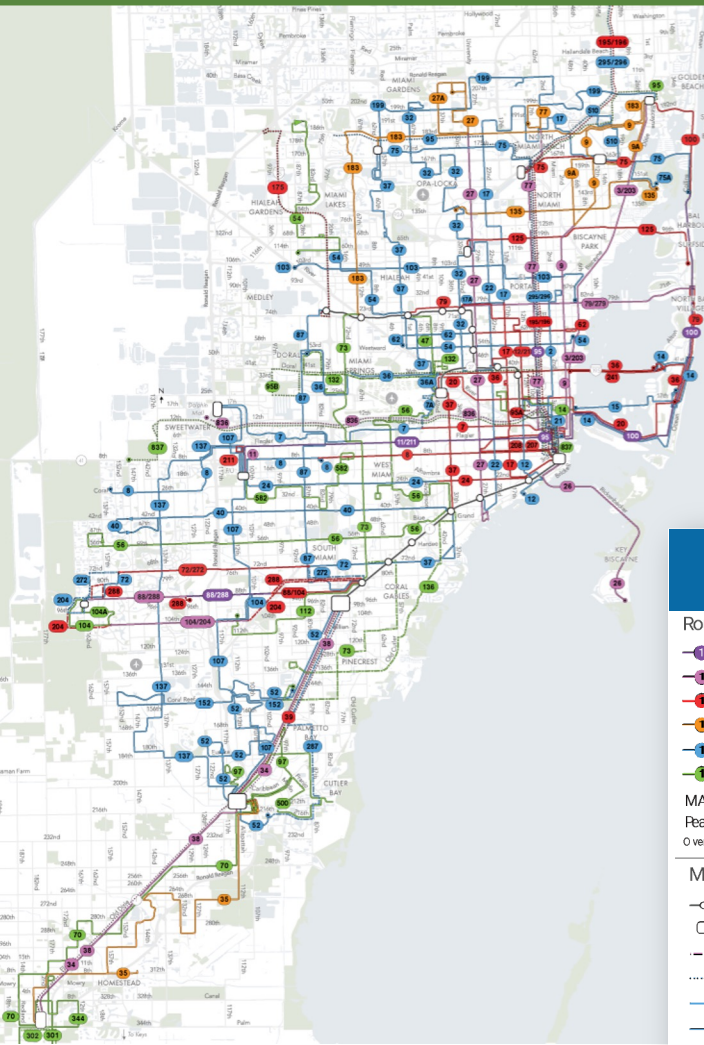


- New Fleet of CNG and all-electric buses
- New modern Metromover cars
- Metrorail extension to MIA
- Municipal trolleys and on-demand services
- Roadway improvements
- Bicycle and pedestrian trails
- Tri-Rail and Brightline connections





Enhanced Bus Fleet



MIAMI-DADE COUNTY BETTER BUS NETWORK

Routes by Weekday Peak Hour Frequency

- 7.5 minutes or less / 8 buses per hour
- 10 minutes / 6 buses per hour
- 15 minutes / 4 buses per hour
- 20 minutes / 3 buses per hour
- 30 minutes / 2 buses per hour
- 40-60 minutes / 1 bus per hour

MAX (M) Service – limited stop service.
 Peak (P) Service – Peak only all stop service.
 Overlapping MAX service based on buses per hour, actual frequencies may differ.

Map Symbols

- Rail
- Transit Hub
- Peak Hour Route
- ⋯ Express Service
- End of route
- Route continues at lower frequency

0 1 2 3 4 5 miles



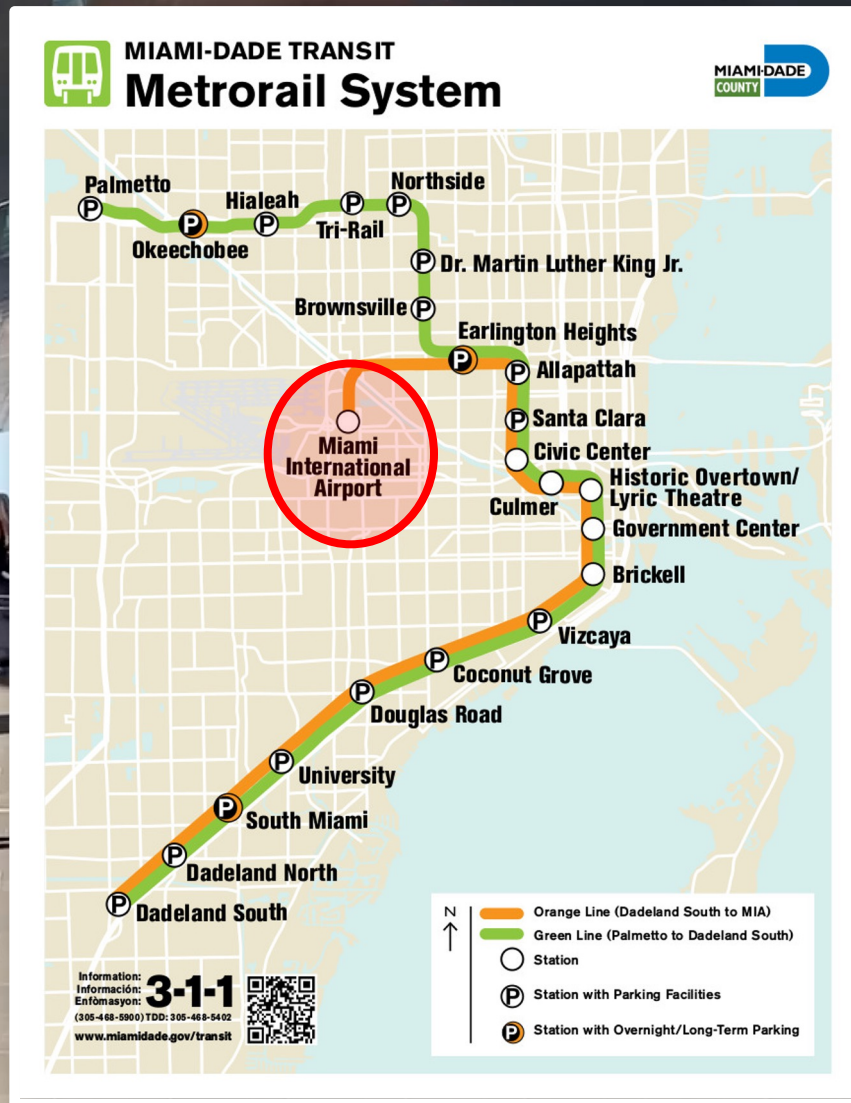
Better Bus Network

- All-day high frequency service in dense minority and low-income areas
- High frequency on all causeways
- Routes consolidated to reduce duplication, simplify, and improve service
- Bus stop consolidation to help speed up service
- Frequent service that runs later into the evening
- More accessibility to key locations throughout the county



Citizens' Independent Transportation Trust (CITT)

MIA Metrorail Station





Citizens' Independent Transportation Trust (CITT)

Smart Plan/Program



Miami-Dade County
SMART PROGRAM



NORTH





Citizens' Independent Transportation Trust (CITT)

Strategic Miami Area Rapid Transit (SMART) Plan/Program

The future: bringing transit to all areas of Miami-Dade



A South Corridor: Bus Transit, under construction



B Beach Corridor: Automated People Mover (BayLink and Design District extension), and Bus Rapid Transit (Miami Beach extension), in planning



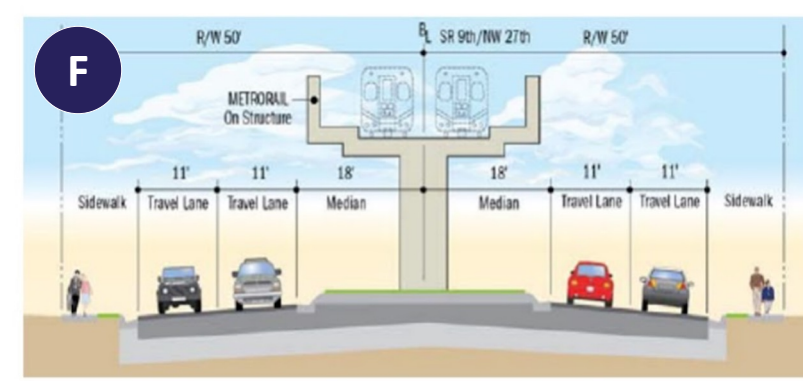
C East-West Corridor: Bus Rapid Transit, in planning



D Kendall Corridor: Bus Rapid Transit, in planning



E Northeast Corridor: Miami Central Station completed, Aventura Station completed, Commuter Rail Service in planning



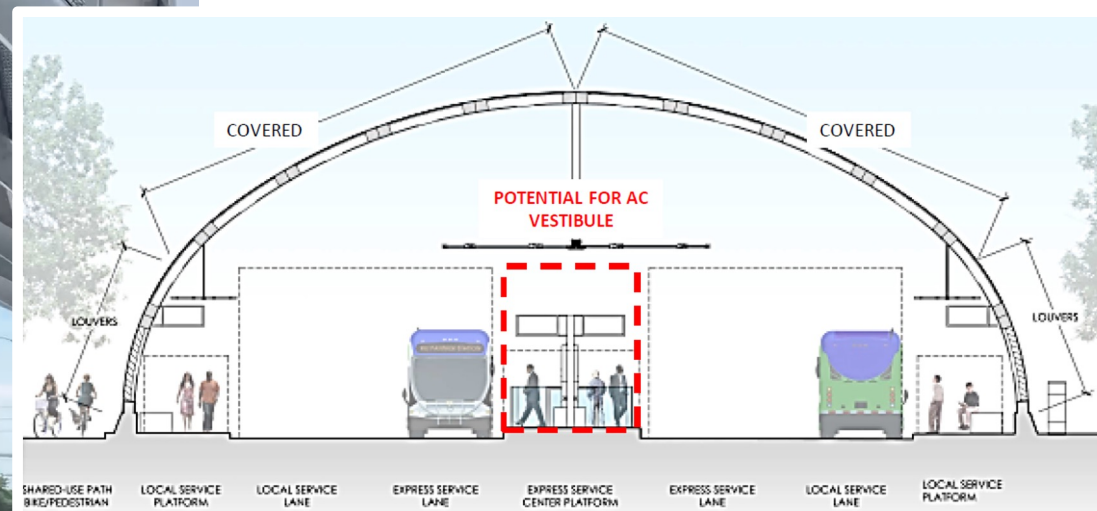
F North Corridor: Elevated Guideway, in planning



South Corridor, Under Construction



Bus Rapid Transit along US 1 from the Dadeland South Metrorail station to Florida City.

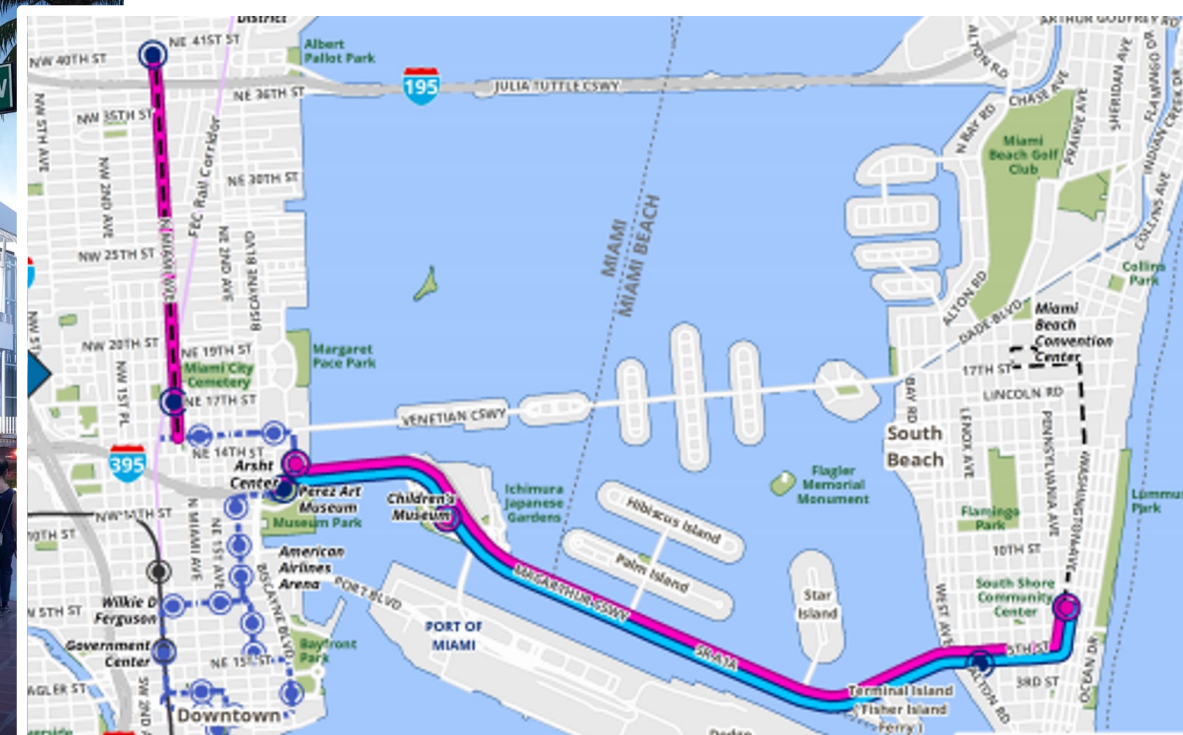




Beach Corridor - (FKA BayLink)



Will extend Metromover to Miami Beach via the MacArthur Causeway, and also north to Edgewater, Midtown, Wynwood, Edgewater and the Design District.





East-West Corridor



Bus Rapid Transit along State Road 836, from downtown Miami, including stations at Miami International Airport, Florida International University, the Dolphin and Tamiami Park and Ride Facilities.

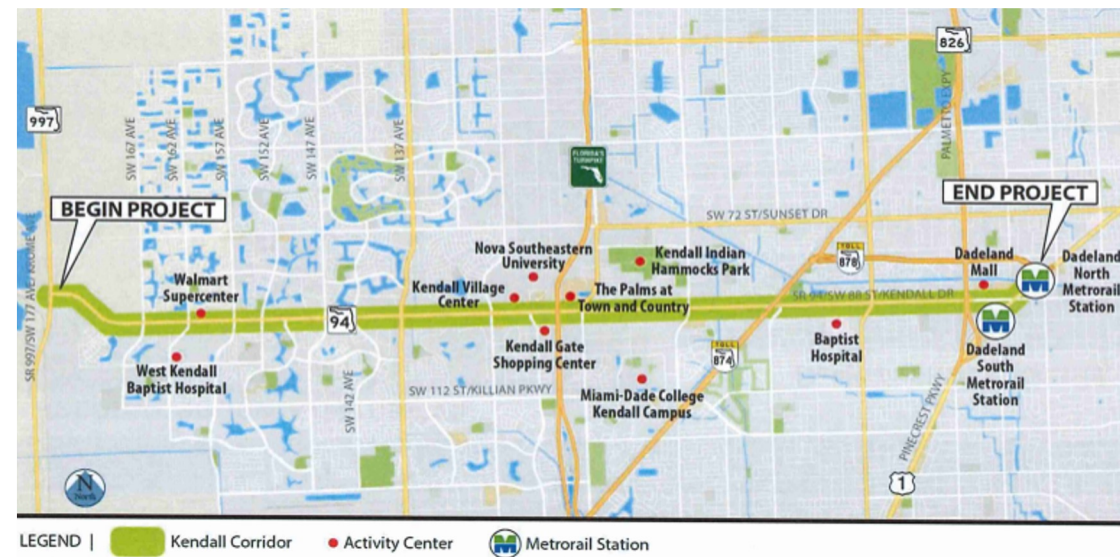




Kendall Corridor



Bus Rapid Transit along Kendall Drive from the Dadeland North Metrorail Station to Krome Avenue.





Northeast Corridor



A more accessible commuter rail option with neighborhood stations from downtown Miami to Aventura. Will link with Brightline intrastate passenger rail.





Citizens' Independent Transportation Trust (CITT)

North Corridor



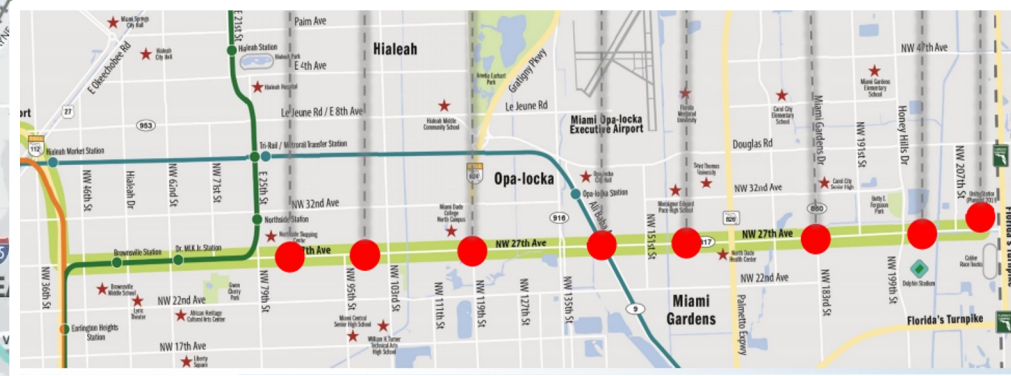
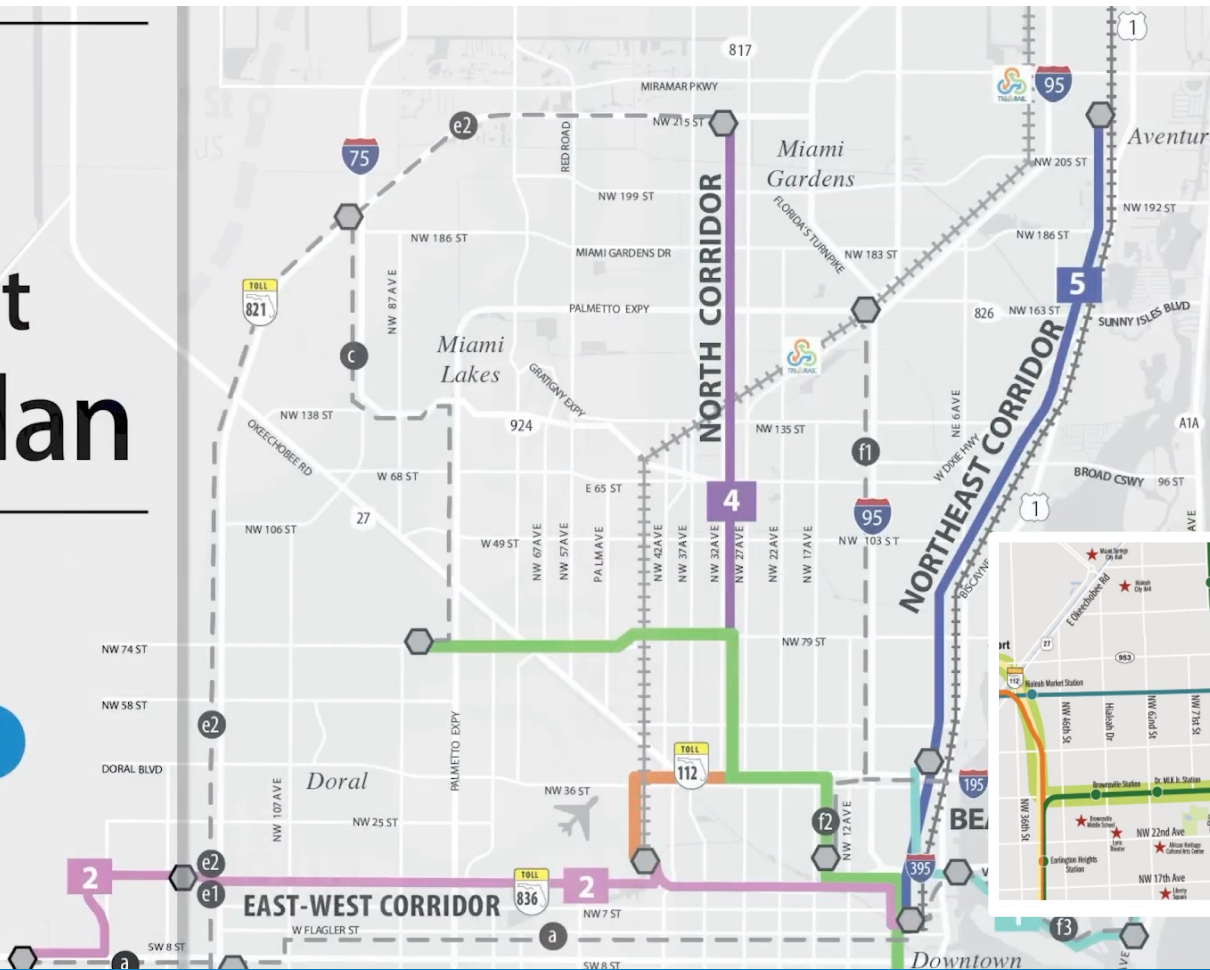
Will feature an elevated rapid transit line, connecting the existing Metrorail system at the Martin Luther King Jr. Station to the Broward County line along Northwest 27th Avenue

Strategic Miami Area Rapid Transit SMART Plan

TP
Miami-Dade Transportation Planning Organization



TAMIAMI TRAIL





Park-and-Ride Facilities



The People's Transportation Plan funded three major Park-and-Ride facilities, offering commuters the ability to leave their cars away from the congested urban core and seamlessly transfer to transit.





Funding Lasagna



✓ PTP Surtax / Half-Penny

- Capital Expansion Reserve Fund
- Future Uncommitted Proceeds
- Municipal Share

✓ TPO Flexed SU Grant

✓ State/Federal Grants

Toll Revenue

- GMX fna MDX
- Florida's Turnpike
- Express Lanes

Local Option Gas Tax

- Restoration of 2 cents

Parking Revenue



Value Capture District

- ✓ Tax Increment Financing (TIF) District
 - Speed Assessment District
 - CRAs

Public & Private Partnerships

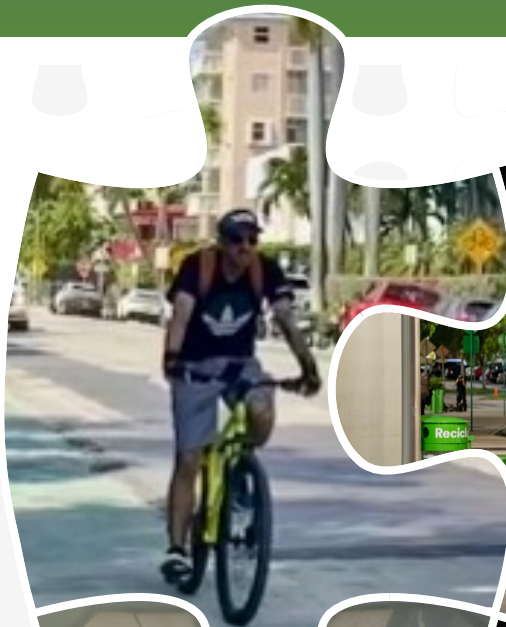
- ✓ Brightline
 - TODs / Adopt-A-Station
 - Port Tunnel Model (available payments)



Additional Areas of Focus



First / Last Mile Solutions
(Bike/Pedestrian, On-Demand...)



**Enhancing County/
Municipal Connectivity**

**Improving the
Customer Experience**
(Maintenance, Cleanliness,
Performance...)



**Community
Engagement**



Eligibility Requirements

- Ride Miami-Dade Transit at least three times per week

Provide Feedback

- Share your experiences via the app
- Help improve the system with your suggestions

Receive

- Points for transit passes, ride-share and more
- Community service hours

What MDC Service did you board? *

Metrobus
 Metrorail
 Metromover
 Trolley
 On-demand Services

If Trolley, what city, route, and stop did you board? *

(e.g. "Miami/Biscayne/1-Design District")

What time did you board? *

Hour Minutes

Where did you get off the Trolley (city/route/stop)? *

(e.g. "Miami/Biscayne/1-Design District")

What is the condition of the stop or station where you boarded? *

Excellent
 Good

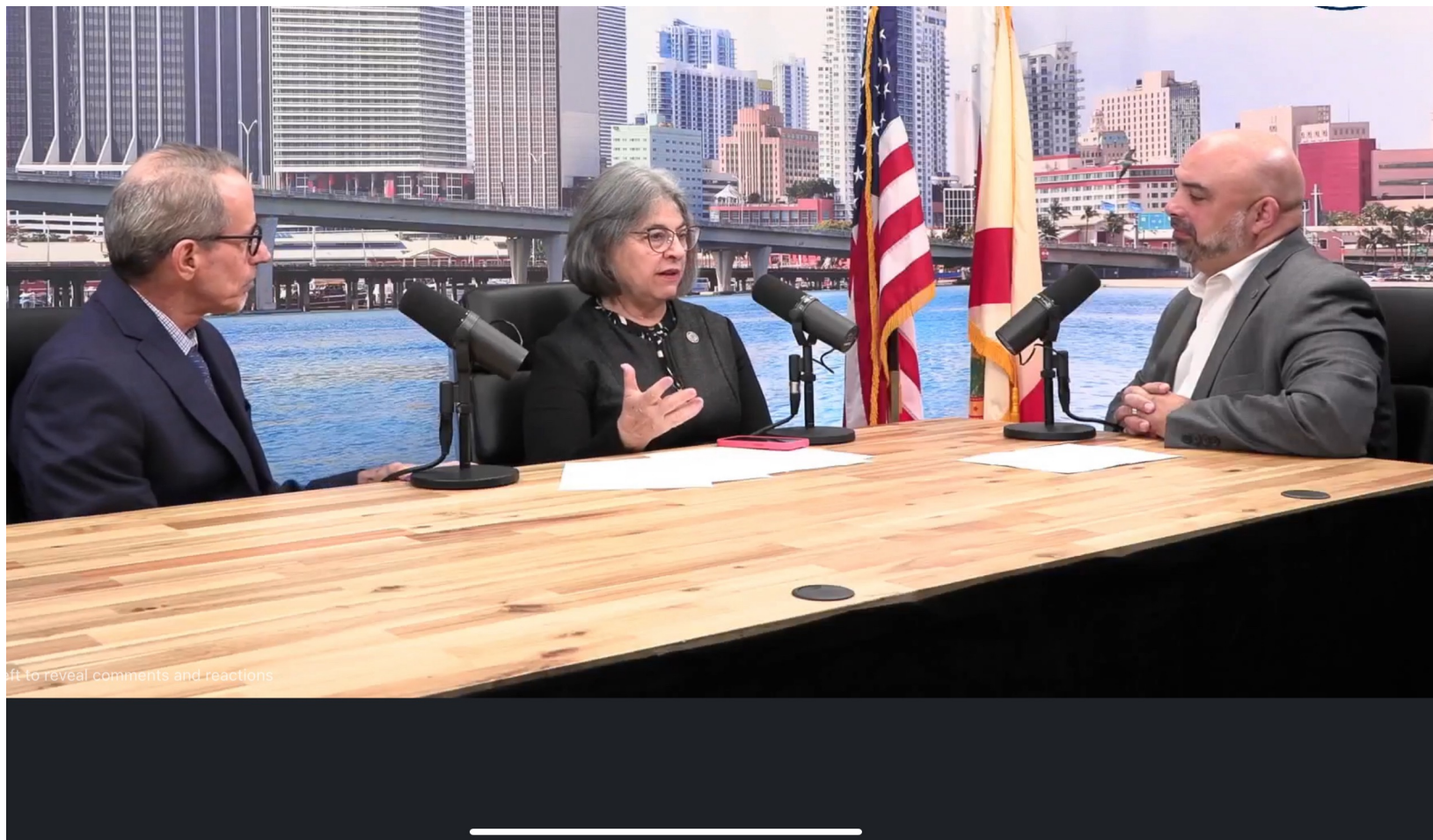


Our Talk Show

- Social Media program focused on mobility matters (*hence the name*)
- On Facebook Live & YouTube
- Every other Thursday at 9 am
- Miami's Community Newspapers Studio (South Miami)
- *Be Our Guest!*

[Facebook.com/TransportationTrust](https://www.facebook.com/TransportationTrust)

[YouTube.com/CommunityNewspaper1946](https://www.youtube.com/CommunityNewspaper1946)



Trust member Paul Schwiep, and Miami-Dade Mayor Daniella Levine Cava on a Mobility Matters podcast with Javier Betancourt.

Thank You



Javier A. Betancourt
Executive Director





 305-375-1375

 Javier.Betancourt@miamidade.gov



CITIZENS' INDEPENDENT
TRANSPORTATION TRUST

Let's Stay Connected!

-  @GoCITT
-  @TransportationTrust
-  Citizens' Independent Transportation Trust
-  Citizens' Independent Transportation Trust
-  @TransportationTrust



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LEARN
MORE**



miamidade.gov/citt



**Town of Surfside
Special Town Commission Meeting
MINUTES
April 30, 2024
8:30 PM
Commission Chambers**

1. Opening

1A. Call to Order

Mayor Burkett called the meeting to order at 8:31 p.m.

1B. Roll Call of Members

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Ruben A. Coto, Commissioner Gerardo Vildostegui and Commissioner Nelly Velasquez.

Also Present: Interim Town Attorney Mark Blumstein and Interim Town Manager Marisol Vargas.

1C. Pledge of Allegiance

Police Chief Dolce led the pledge of allegiance.

1D. Notice of Attorney-Client Session in Accordance with Section 286.077(8), Florida Statutes

Interim Town Attorney Blumstein introduced the item.

He requested an executive session pursuant to Section 286.011(8), Florida Statutes, to discuss the following open and pending litigation:

Schnabel Engineering, LLC. v. KCE Structural Engineers, P.C. and Town of Surfside, Case No. CL23-7597, Henrico County Circuit Court, Virginia.

He requested to hold this meeting prior to the Regular Town Commission meeting on May 14, 2024, at 5:00 p.m. at which time all members of the Town Commission shall

be present and this meeting will take place in the presence of a court reporter.

2. Resolutions

2A. Approval of the Intergovernmental Agency Agreement with Miami-Dade County to Perform Traffic Engineering Functions - Mark Blumstein, interim Town Attorney

For the Town Commission to review and approve.

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

A motion was made by Commissioner Vildostegui for discussion purpose, seconded by Commissioner Coto.

Interim Town Attorney Blumstein introduced the item and proposed some amendments to the whereas clauses in the resolution and agreement. He suggested to amend the first whereas clause from the agreement the proposed modification will read as follows: "Whereas" we would strike "pursuant to Section 2-195 and 2-196.1 of the Miami Dade County Code and propose to insert "pertain to" deleting "all" traffic control and traffic engineering services in Miami-Dade County". Inserting a comma and striking "or under the jurisdiction of the County and inserting "including the Town" and the rest of that proposed page will remain intact. He further stated that under Section 2 - Traffic Control Devices we would seek to add additional provision to include diverter, stop signs and or speed limits within the Town. Also, as a point of information the exhibits are the County's exhibits that are pre-approved, He stated that the exhibits are pre-approved by the County and if the Town does not agree or like something they will just need to seek approval from the County. As it relates to the resolution the proposed change will be on the first Whereas clause striking the word "exclusive". He stated that this type of agreement will allow the Town the autonomy to do things in the municipal streets with the exception of Collins Avenue and Harding Avenue as those are not municipal streets.

Commissioner Vildostegui spoke about the whereas clauses that the attorney made amendments to. He stated that he was told that there may be some debate about the jurisdiction of the street, if those are under the jurisdiction of the County or of the Town and he would not like to concede to the County anything that they don't have to. He proposed to insert some language in the resolution a second whereas clause to acknowledge the State law Section 316.006 (2) of the Florida Statutes and acknowledged that Florida law provides the town with some jurisdiction. Also, on page 8 of the agenda packet, section 2 of the proposed agreement he would like to add letter e. diverters (technical term for street closure), f. stop signs g. speed limits h. traffic calming pavements and i. Automated device/ traffic infraction detectors and he provided a few streets where he believes these may be helpful.

There was a discussion on gate arms and traffic infraction detectors.

Vice Mayor Paul agrees with the Interim Town Attorney's suggestions and Commissioner Vildostegui's comments.

Commissioner Velasquez believes that the traffic infraction detectors are a bit too much at the moment. She will not have an issue if they are placed on Harding Avenue or Collins Avenue. She suggested maybe to place cameras instead of red-light cameras that will give residents tickets when times are tough.

Mayor Burkett liked both ideas and believes that there are areas where a camera would be a great idea like 88th Street where people are constantly turning around. He further clarified that the list does not mean that the Town is going to do anything rather adding them to see if the County is open to it. He further stated that he is in agreement with the arm gate as well.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Eliana Salzhauer spoke and stated that the town should have enough authority so that they can put things in our Town without having to go get approval from the County.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

A motion was made by Commissioner Vildostegui to approve the agreement and resolution with the amendments, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

[Town of Surfside Intergovernmental Agreement - Traffic Engineering Fuctions Exhibit A - Detail Sheets](#)
[Reso - Intergovernmental Agency Agmt - April 2024.docx](#)

2B. Resolution Ratifying the Off Street Parking Rates and Time Limitation - Mark Blumstein, Town Attorney

For the Town Commission to ratify and adopt the attached resolution retroactive to April 15, 2024.

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

A motion was made by Vice Mayor Paul to approve the resolution, seconded by Commissioner Velasquez.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Magdalena De Perez spoke regarding the handicap provision for a limitation of four hours in the State of Florida. She spoke as the wife of a handicapped person that needs extra time for everything and believes that the Town Commission should reconsider.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

Commissioner Velasquez would like to amend and allow for handicap plaques to be able to stay for four hours.

Vice Mayor Paul explained the reasoning behind this proposal.

Mayor Burkett stated that there is a severe issue and there are some members of the public that are cheating. He stated that if you are a resident, you are allowed free parking.

Interim Town Attorney Blumstein explained that this resolution is proposing to limit the time to three hours across the board for everyone.

Mayor Burkett would like to find a solution and he has spoken to the Police Chief to see if there is a way that the Police Department can verify the handicap plaques.

Commissioner Vildostegui believes that they should limit the hours for town residents as well to three hours and he is not in favor of changing the cap on the time allowed.

Magdalena De Perez understands the Town's position but would like for the Town to keep the four hours for handicap and enforce.

Vice Mayor Paul stated that she would be ok with allowing the four hours but believes that it should then be allowed for residents as well.

After some discussion the motion carried with a 5-0 vote.

[Florida Statutes 316.1964](#)

[Reso Ratify Amendment to Off Street Parking Rates and Time Limitation](#)

2C. Approving an Agreement with The Corradino Group, Inc. for General Planning Services. - Mark Blumstein, Interim Town Attorney

For the Town Commission to approve the attached resolution.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Interim Town Attorney Blumstein introduced the item.

A motion was made by Vice Mayor Paul to approve the resolution, seconded by Commissioner Vildostegui.

Vice Mayor Paul thanked the Interim Town Manager and the Interim Town Attorney for putting together a fantastic team of Planners.

Commissioner Vildostegui spoke as the liaison of the Planning and Zoning Board. He stated that he attended the meeting and introduced Ms. Hammons and believes she is a great addition to the Town as a former Surfside resident.

Commissioner Velasquez stated that they are very experienced planners and welcomed them.

Mayor Burkett asked some questions related to the rates and the minimum hour requirements.

Interim Town Attorney Blumstein stated that there are no minimum fees. He further expressed his gratitude and thanked Ms. Hammons and spoke about how the Town Planning and Zoning Board are embracing their views of the Town.

Ms. Hammons spoke and stated that on behalf of Mr. Corradino they thank the Town Commission. She stated that she will be the face of the Corradino Group for the Town of Surfside.

Mayor Burkett opened the floor to public comments.

No one wishing to speak, Mayor Burkett closed the floor to public comments.

The motion carried with a 5-0 vote.

[Reso - The Corradino Group - April 2024.docx](#)

[Exhibit A - The Corradino Group Agreement](#)

3. Ordinances Second Reading

3A. Amending Ordinance 2024-1768 Permit Fees - Mark Blumstein, Interim Town Attorney

For the Town Commission to discuss and adopt this ordinance on second reading.

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

Interim Town Attorney Blumstein introduced the item. He stated that on Page 64, paragraph 6, he proposed to update the values from \$250 to \$700 and strike the word gross. Also changing the \$150 to \$300 and striking the word gross as well.

Vice Mayor Paul asked if these values are being charged.

Interim Town Attorney Blumstein stated that these are the floor values that the building official uses to calculate construction costs.

Commissioner Vildostegui believes that if there are changes that will affect single family homes, those changes should be taken under a different ordinance. He further stated that this ordinance was created for the condominiums and not for single family homes.

Mayor Burkett stated that he believes that they should extend the same courtesy extended to condo owners to the residential owners.

Commissioner Velasquez believes that this ordinance should come back as a separate ordinance.

Interim Town Attorney Blumstein explained that this language has always been there

and that the only thing he is updating are the numbers and striking through the word "gross". That this ordinance was amended under Section K to provide the suggestions from the Planning and Zoning Board.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Jeff Rose spoke about the 50% rule and that it will create more new homes which he does not believe this commission wants.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

A motion was made by Vice Mayor Paul with Interim Town Attorney's recommendation to approve the ordinance on second reading, seconded by Commissioner Velasquez.

There was further discussion about the FEMA rules and the cost of construction that it is currently being utilized.

The motion carried with a 5-0 vote.

[Ordinance Amending Sec.14-29 - Permit Fees](#)

3B. Ordinance 2024-1770 Amending Section 90-74 Temporary Signs - Mark Blumstein, Interim Town Attorney

For the Town Commission to discuss and approve ordinance on second reading.

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

Interim Town Attorney Blumstein introduced the item.

A motion was made by Commissioner Velasquez to approve the ordinance on second reading with the Planning and Zoning Board's recommendation, seconded by Vice Mayor Paul.

Mayor Burkett opened the floor to public comments.

The following individuals from the public spoke:

Jeff Rose spoke against this item.

Channa Danzinger spoke against the item and stated the Town Commission is doing this just to go after one resident.

Eliana Salzhauer spoke in favor of the item and stated that the construction signs portion of the ordinance is for all construction companies and not just one.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

Commissioner Vildostegui asked the Interim Town Attorney if the proposed ordinance was modeled after another municipality.

Interim Town Attorney Blumstein responded that the ordinance was modeled after the City of Coral Gables.

The motion carried with a 5-0 vote.

[Amend Sec 90-74 - April 5 2024 amended by Planning and Zoning](#)

4. Mayor, Commission and Staff Communication

4A. Community Center Concession Options - Vice Mayor Tina Paul

For the Town Commission to decide if this service is needed or wanted by the community and issue an RFP to find a new operator or determine if there is a better way to provide a service for snacks and refreshments to Town residents and tourists.

Vice Mayor Paul introduced the item. She stated that the summer is almost here and that she would like to discuss options for the vacant concession stand at the Community Center. She would like to put an RFP out to receive proposals from interested parties. She stated that there has been mention of vending machines, but she is not really in favor of it. She would like to have someone there that cooks while you wait.

Commissioner Coto asked if there was anyone that has shown any interest.

Vice Mayor Paul stated that there is one person and that she believes she shared that email with the Interim Town Manager.

Mayor Burkett opened the floor to public comments.

The following individuals from the public spoke:

Jeffrey Platt stated that the Town should hire a restaurant manager and make it a Town function or even running it in-house. He further stated that the town currently pays about \$150,000 for the beach lounge chairs for residents only and believes that they can save a lot of money if the Town hires kids to do it.

Freddy Giron stated that the residents deserve better services than what they currently receive and it's time to step up. He believes there is a lack of management in the Community Center and believes things are not running properly.

Eliana Salzhauer believes that it should be run in-house, by teenagers and provide snacks and hot dogs. Something simple that is easy. She spoke about the previous vendors that worked in the concession stand.

Clara Diaz-Leal stated that if they have a businessperson that completes an RFP, they will expect to make money. She stated that maybe the solution is for the Town to hire and in-house employee and work the concession in-house.

Diana Gonzalez echoed the comments of Mr. Giron and she believes that something different should be done so neighbors have some variety.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

Further discussion took place regarding the different options available.

Commissioner Coto stated that everyone will see that as a business and maybe they should consider in subsidizing a portion of the cost and make it more attractive.

Commissioner Vildostegui likes the in-house idea as you are more in control of the day-to-day operations, but is open to suggestions like vending machines to supplement the services. He also spoke about the possibility of teenagers working it during the summer.

Commissioner Velasquez believes that an opportunity should be given to the resident that has shown an interest in running the concession prior to hiring a Chef. She further added that if you hire an in-house employee the town will incur pension and benefits costs. She believes that the RFP may be too formal and offered to send an email blast and have interested residents submit a proposal and give them an opportunity.

Mayor Burkett stated that the residents deserve high quality food and he does not want cold or chewy food. He is ok with subsidizing, if need be, or even providing an opportunity to interested residents.

Vice Mayor Paul stated that this may be something that the Parks and Recreation Committee can discuss.

Mayor Burkett stated that this may have to include a trial period.

A motion was made by Vice Mayor Paul to direct the Interim Town Manager to work out the details and bring back a plan for the concession stand, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

4B. Request for Donation for Ruth K. Broad Bay Harbor Elementary School PTA - Commissioner Nelly Velasquez

For the Town Commission to review and approve the donation to Ruth K. Broad Bay Harbor Elementary School PTA in the amount of \$3,600.

Commissioner Velasquez introduced the item.

Sol - PTA president spoke regarding the item and would like for the Town Commission to authorize the donation.

Mayor Burkett opened the floor to public comments.

No one wishing to speak, Mayor Burkett closed the floor to public comments.

Vice Mayor Paul, Commissioner Vildostegui and Commissioner Velasquez stated that they support the item.

A motion was made by Commissioner Velasquez to authorize the donation of \$3,600 to Ruth K. Broad Bay Harbor Elementary School PTA, seconded by Commissioner Coto. The motion carried with a 5-0 vote.

Ruth K. Broad Not-For-Profit Organizations Form
Draft Email to Community Members
Cert of Exemption
IRS Determination
Tax Return 2022

4C. Request to Hire an Independent Investigator - Commissioner Nelly Velasquez

Hire an independent IT investigator to retrieve all public records from the lost phone used by Shlomo Danzinger from March 2022 till the phone was reported lost or stolen. This information belongs to the Town of Surfside and must be retrieved.

We need the content of the text messages and any other electronic platforms in which Shlomo Danzinger conducted town business such as WhatsApp. This request is not just for call logs from the carrier but for all text messages and WhatsApp messages sent from the town owned phone. There should be an iCloud backup of the entire phone.

All records are required to be kept under FL state statute 119 and under the Miami Dade County Charter under the Citizens Bill of Rights. Public records belong to the public and are not private property to be carelessly discarded.

Commissioner Velasquez handed the item to Interim Town Attorney Blumstein who introduced the item.

Interim Town Attorney Blumstein requested the Town Commission to consider deferring this item until the May 14, 2024, Town Commission.

Mayor Burkett opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer spoke about the public records portion of the loss of the device and stated that the public records belong to the public.

Channa Danzinger stated that there was a lack of information on the item and there is a lack of transparency.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

A motion was made by Commissioner Vildostegui to defer the item to May 14, 2024, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Velasquez absent from the dais.

4D. Authorization of a Forensic Review of the Town's Information Technology (IT) Practices - Commissioner Gerardo Vildostegui

The Commission should authorize the Interim Town Manager to hire an outside firm to review the Town's IT practices. The review would have two objectives: (1) to identify deficiencies in our current IT practices, including those that may have

contributed to recent IT failures; and (2) to recommend changes to our current practices.

Commissioner Vildostegui introduced the item and spoke about his feelings of the IT Department and how he felt with what happened on January 31st and how the audio of the candidate's forum was lost. He spoke regarding what procedures are used to back up data and what employees use town phones and why other employees did not have a town device. He would like someone from the outside to come and review the past practices and recommend future practices.

A motion was made by Vice Mayor Paul for purposes of discussion, seconded by Commissioner Velasquez.

Vice Mayor Paul is in agreement with this but believes this should be tied to contracting a new IT company.

Commissioner Vildostegui believes that the outside review should be independently from the new IT company.

Commissioner Velasquez expressed that she would not like to spend \$25,000 on this item. She suggested \$5,000 - \$10,000 or even allowing the Interim Town Manager and Interim Town Attorney to work on this matter as they have already provided some suggestions. She believes that the Commission should allow staff to bring back solutions and that the priority should be engaging with a new IT company.

Commissioner Coto asked if they can have an investigation simultaneously with engaging with a new IT company. He stated that there has been a lot of things that have come up.

Mayor Burkett stated that maybe they should focus on hiring a permanent firm first as they need to be in by June 11th. He suggested to authorize the Interim Town Manager to contract with an outside IT firm for a forensic investigation to look into the issues that the town commission has outlined and also engage a company to provide IT services to the Town. These two companies should be independent of each other.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Eliana Salzhauer thanked the Town Commission for taking the time to get this investigation done.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

A motion was made by Vice Mayor Paul to authorize a forensic review of the Town's Information Technology (IT) Practices, seconded by Commissioner Coto. The motion carried with a 5-0 vote.

4E. Town Manager Recruitment Process - Mark Blumstein, Interim Town Attorney

For the Town Commission to discuss and decide a process for the selection of a permanent Town Manager.

Interim Town Attorney Blumstein introduced the item and introduced Human Resources Director, Yamileth Slate-McCloud in case the Town Commission has any specific questions.

Mayor Burkett invited Human Resources Director Slate-McCloud to provide a brief summary on a possible search.

Vice Mayor Paul stated that in 2020 they conducted a search and Ms. Slate McCloud did a fantastic job. She believes that Ms. Slate McCloud is very capable and believes that it will be a faster process.

Commissioner Velasquez, Vice Mayor Paul and Mayor Burkett do not agree with posting a salary range on the notice. They also would like to receive where they live, their experience and the desired salary.

Discussion took place regarding having the add go out this Friday with a closing date of May 17, 2024, and any resumes received will be delivered to the Town Commission by May 24, 2024. The Town Commission will select no more than 10 candidates and provide the list to the Human Resources Director. Interviews will be set up between June 10 and June 21, 2024, and will schedule a special meeting to select a Town Manager around June 25, 2024.

Commissioner Vildostegui stated that during the campaign a resident stated that the notice was not really posted on specific platforms.

After some discussion, Commissioner Vildostegui will provide other venues where the notice can be posted in order to cast a wider net.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Eliana Salzhauer spoke and thanked Commissioner Vildostegui and believes that if you continue to do the same things, you will get the same results. She believes that the posting should be posted for longer than just two weeks.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

Commissioner Velasquez requested Ms. Slate McCloud to send an email with all the websites/organizations where the notice will be posted.

A motion was made by Vice Mayor Paul to move forward with the Town Manager recruitment process in house, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

4F. Former Town Manager Hector Gomez Separation Compensation

At the discretion of the Town Commission.

Interim Town Attorney Blumstein introduced the item.

Mayor Burkett opened the floor to public comments.

The following individuals from the public spoke:

Jeff Rose stated that they should honor the agreement that was signed.

Eliana Salzhauer stated that this is not money owed and believes that he got an easy job and got paid more than enough. She further stated that he took off without providing records that were requested by her.

Channa Danzinger stated that Mr. Hyatt received \$92,000.

Jeff Zomper stated that if he resigned, he shouldn't receive anything, but if he was told that he was going to be fired, he believes some accommodations should be considered.

Jeffrey Platt believes that if Mr. Gomez wants more money, he should request it from the previous Commission.

No one else wishing to speak, Mayor Burkett closed the floor to public comments.

Commissioner Coto stated that in the private sector when you resign you don't receive any compensation.

Commissioner Vildostegui stated that in his opinion, Mr. Gomez' resignation was completely on his own. He further spoke into the details of the employment agreement. He further stated that Mr. Gomez received his unpaid vacation time in accordance with Town policy, but that under town policy he is not entitled to unused sick time.

Vice Mayor Paul stated that she was surprised that the Town Manager resigned within their first week in office. She sees this resignation as he did not want to work with them and as a Town Manager, he left a lot to be desired. She confirmed that he received his unpaid vacation paid in accordance with town policy.

Commissioner Velasquez stated that she did not want Mr. Gomez to leave. She said that Mr. Gomez called her to tell her he was going to resign, and she told him that she was not going to tell him not to do that because that was his life. She further stated that there were a lot of lies, and things that were wrong. She agrees with the Interim Town Attorney's interpretation of the agreement. She believes that he got paid a lot more than what he deserved having zero experience as a Town Manager. She does not agree with giving Hector Gomez any further compensation.

Mayor Burkett stated that Hector Gomez is a nice guy that made awful decisions on his first 24 hours when he chopped two heads. He stated that Mr. Gomez was just a puppet, and he was misled, and everyone suffered for that.

Interim Town Attorney Blumstein requested a motion to deny Mr. Gomez' request for any unpaid sick leave or any other settlement.

A motion was made by Commissioner Velasquez to deny Mr. Gomez' request for any unpaid sick leave or any other settlement, seconded by Commissioner Vildostegui. The motion carried with a 5-0 vote.

5. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Velasquez to adjourn the meeting at 10:59 p.m., seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

Accepted this 14th day of May 2024.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC, MPA
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
May 14, 2024
7:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1A. Call to Order

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

1B. Roll Call of Members

Town Clerk McCreedy called the roll with the following members present.

Present: Mayor Charles W. Burkett, Vice Mayor Tina Paul, Commissioner Ruben Coto, Commissioner Nelly Velasquez and Commissioner Gerardo Vildostegui.

Also Present: Interim Town Attorney Mark Blumstein and Interim Town Manager Marisol Vargas.

1C. Pledge of Allegiance

Police Chief Doce led the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Charles W. Burkett

Mayor Burkett asked the Commission to provide their Commission remarks.

Commissioner Vildostegui shared his gratitude to the Town's communications department regarding the publication of the Miami-Dade County's tree giveaway.

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

Interim Town Attorney Blumstein spoke regarding the addition of item 5E (Resolution Approving an Agreement with Lansight Technology, LLC) for the new IT services agreement.

A motion was made by Commissioner Vildostegui to approve the addition of item 5E (Resolution Approving an Agreement with Lansight Technology, LLC) to the agenda, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Charles W. Burkett

Vice Mayor Paul spoke regarding multiple Town events, the closure of Town Hall due to Memorial Day, High School Seniors higher education scholarships, and keeping dogs on their leash and picking up after them. She also spoke regarding Boards and Committee meetings, signing up for Town e-mails, and joining the Town during the month of June for pride month.

1G. Municipal Clerks Week - Mayor Charles W. Burkett

For the commission approve the resolution as submitted recognizing the work of municipal clerks and the vital role they play in government.

Mayor Burkett presented the Town Clerk's office with a proclamation, proclaiming the week of May 5-11 International Clerk's Week.

[Municipal Clerks Week 2024 Request Form](#)

[Proclamation Municipal Clerks Week 2024](#)

1H. Appointment of Boards and Committee Members - Sandra N. McCready, MMC, Town Clerk

For the Town Commission to fill the vacancies on various committees.

A motion was made by Commissioner Velasquez to appoint Cynthia Callaway to the Tourist Board, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

A motion was made by Commissioner Vildostegui to postpone the appointment of the Youth Council to the June meeting and have the Interim Town Manager to advertise the board vacancies, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Paul to appoint Phyllis Shamis and Valentine Whittaker to the Pension Board, seconded by Commissioner Velasquez.

Commissioner Vildostegui disagreed with the motion and suggested to appoint Gary Golding to the Pension Board and Phyllis Shamis to the Personnel Appeals Board.

Mayor Burkett stated how it is important to know the people the Commission is appointing to join a Board.

The motion carried with a 5-0 vote.

Vice Mayor Paul asked the Commission if they would be interested in reestablishing a Budget Committee since budget season is approaching.

Mayor Burkett and Commissioner Vildostegui expressed they are not against the idea.

2. Quasi-Judicial Hearings

3. Consent Agenda

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

Mayor Burkett made a suggestion to make a change to the Special Town Commission meeting minutes of April 9, 2024. He requested to change the word "thrilled" to "very excited" on page 46.

A motion was made by Commissioner Vildostegui to approve consent agenda with the amendment to the April 9, 2024 minutes as requested by Mayor Burkett, seconded by Commissioner Coto. The motion carried with a 5-0 vote.

3A. Approval of Minutes - Sandra N. McCready, MMC, MPA, Town Clerk

Approved on consent as amended.

[March 26, 2024 Town Commission Workshop Meeting Minutes](#)

[April 2, 2024 Town Commission Workshop Meeting Minutes](#)

[April 9, 2024 Special Town Commission Meeting Minutes](#)

[April 9, 2024 Town Commission Meeting Minutes](#)

3B. Board and Committee Meeting Minutes - Sandra McCready, MMC., Town Clerk

Approved on consent.

[February 29, 2024 Planning and Zoning Board Meeting Minutes](#)

[March 4, 2024 Tourist Board Meeting Minutes](#)

3C. Certification of Surfside General Municipal Elections held March 19, 2024 - Sandra N. McCready, MMC, Town Clerk

Town Administration recommends adoption of the Resolution.

Approved on consent.

[Resolution Certifying Town General Elections](#)

[Certification Letter - Surfside General Municipal 03.19.24](#)

[Results Official EL45 03.29.24 -Surfside 03.19.24 Signed](#)

4. Ordinances

Second Reading

First Reading

4B1. Ordinance Amending Section 90-41 "Regulated Uses" by Providing Exemptions to Drug Stores - Mark Blumstein, Interim Town Attorney

For the Town Commission to adopt the ordinance on first reading.

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

Interim Town Attorney Blumstein introduced the item.

A motion was made by Commissioner Coto to approve the ordinance on first reading, seconded by Vice Mayor Paul.

Commissioner Velasquez stated that she is not in favor of this ordinance because it includes medical marijuana that was not there previously in respects to drug stores. She stated that there is already CVS and Publix in place.

Interim Town Attorney Blumstein spoke how this item came about and explained that all this does is seek to amend a distance limitation. He stated how medical marijuana has already been approved by the Town code. He then stated that a request was made to seek to amend the code to allow a particular business and any other similar situated business to relocate to Town and operate within this restrictive zone of 850 feet door to door where there is an existing drug store. He explained that the way this would apply to this specific business is that they will be allowed to do business and operate a pharmacy in a location that they seek to use, they will be precluded to do so in accordance with our current code.

Commissioner Velasquez is not in agreement with this item and stated it should have been a discussion item first. She stated that this will bring more pharmacies all over Town and expressed her concerns with the medical marijuana portion of this item.

Vice Mayor Paul spoke regarding the context of the medical marijuana and the establishment of the 850ft during her previous term on the Commission. She agreed the item should have been a discussion item first. She spoke about Sheldon's years ago and how the table on page 104 has one section for drug stores, one for medical marijuana dispensary and another one for sundries.

Commissioner Velasquez had questions related to the amount of stores that would be allowed in Town and requested clarification related to the 850 feet requirement.

Interim Town Attorney Blumstein further explained that the 850 feet stays and provided a scenario to the Commission.

Commissioner Vildostegui shared Commissioner Velasquez concerns about the item being a discussion item instead of a first reading ordinance. He suggested some amendments to page 105 of the packet related to the use of the business for other purposes other than drug stores. He recommended the language to be amended to state that "... commercial purpose under Town Code other than the dispensing of prescription drugs, non-prescription drugs, medical devices, and sundries under section 30(c) and the whereas clause.

Mayor Burkett stated that this came about because the business owner contacted him. He referred the business owner to speak with the Interim Town Attorney. He understands Commissioner Velasquez's concerns and he is in agreement with bringing it back or offered to approve and work with the business owner to come.

Mayor Burkett opened the floor to public comments.

No one wishing to speak on the item, Mayor Burkett closed the floor to public comments.

After some discussion the motion carried 5-0 with the amendment suggested by Commissioner Vildostegui.

[90-41 Regulated Uses - Drug Stores](#)

4B2. Ordinance Amending the Resort Tax Powers and Duties and filing requirements. - Mark Blumstein, Interim Town Attorney

For the Town Commission to adopt ordinance in first reading.

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

A motion was made by Commissioner Velasquez to approve the ordinance on first reading, seconded by Vice Mayor Paul.

Interim Town Attorney Blumstein introduced the item.

Mayor Burkett opened the floor to public comments.

The following individuals from the public spoke:

Jeff Rose spoke about the Form 1 state requirement and how it should be taken out. He spoke regarding the restriction of the Town's tourism tax.

Marianne Meisheid spoke regarding how she tried to change this ordinance during her time in the Commission due to the Tourist Board's overspending on promotion.

Mayor Burkett closed the floor to public comments.

Commissioner Vildostegui shared regarding how he would like to see this item as a discussion item. He spoke how he likes the general idea of the ordinance. He shared how he would like to do more research on this ordinance of what other municipalities do.

Commissioner Coto expressed how he likes the idea of this ordinance since other projects in the Town need funds. He stated how he would like to look more into the percentages of the fund as well as other legalities.

Interim Town Attorney Blumstein shared how he had looked at other municipalities regarding this item. He stated how the Commission will have the power to budget the tourist tax dollars consistent with the 1967 law that authorizes the use of it for this

purpose.

Mayor Burkett asked if this ordinance could be approved tonight and be modified later after more discussion.

Commissioner Coto expressed he is comfortable with the Interim Town Attorney's answer.

Vice Mayor Paul stated she is in agreement with the item. She stated when she was serving during previous Commissions, she had noticed overspending on promotions as well. She shared that if money is going to be spent promoting the Town, it needs to be backed up by keeping the Town clean. She asked if there is a way of tweaking the budget and keeping the 66% for the Community Center.

Interim Town Attorney Blumstein stated how what is being proposed today does not speak regarding what is being budgeted because the Commission will have the final say on how everything will be budgeted if the ordinance is accepted.

Mayor Burkett stated how he has some issues in mind that the Town has that he would like to see in the hands of the residents.

Commissioner Vildostegui shared how this item is a major change in policy and he is not comfortable with moving forward until further discussion.

Mayor Burkett stated how this item can be stopped in second reading but if by approving the ordinance, it might allow to move forward and add more details down the line.

Commissioner Velasquez thanked the Interim Town Attorney for bringing this issue forward. She stated how this item can allow to free up money for other projects in the Town to be completed. She stated how she supports this item and how she also supports any other add-ons that can be addressed in this ordinance.

A motion was made by Commissioner Velasquez to approve the ordinance on first reading, seconded by Vice Mayor Paul. The motion carried with a 4-1 vote, with Commissioner Vildostegui voting in opposition.

[Ordinance Amending Powers and Duties Resort Tax Board](#)

5. Resolutions and Proclamations

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

5A. Approval of the Interim Town Manager Agreement - Mayor Charles W. Burkett

For the Town Commission to review and approve.

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

Vice Mayor Paul, Commissioner Vildostegui, and Commissioner Coto continued to thank Interim Town Manager Vargas for her service and the great job she has done in the Town.

Commissioner Velasquez continued to thank Interim Town Manager Vargas for her service to the Town and stated how she does not like the term 'termination' on the resolution due to it not being a termination, but how Ms. Vargas is going to return to her previous position in the Town. She expressed how the word 'termination' might affect Ms. Vargas negatively in the future.

Mayor Burkett continued to address Interim Town Manager Vargas and her positive work done in the Town as an Interim Town Manager.

Interim Town Manager Vargas continued to address the Commission and thank them for allowing her to serve.

A motion was made by Vice Mayor Paul to approve the resolution with the replacement of the word 'termination' with 'revert back' in the resolution, seconded by Commissioner Coto. The motion carried with a 5-0 vote.

[Reso - Interim Town Manager](#)

[Marisol Vargas - Interim Town Manager Agreement](#)

5B. Approving a Resolution Creating a Community Relations Board -
Commissioner Gerardo Vildostegui

For the Town Commission to discuss and approve the attached resolution creating a Community Relations Board.

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

Commissioner Vildostegui introduced the item. He stated how he would like to have nine members for this Board, with five members being appointed by the Commission and the remaining four by the Board itself. He shared how he would like the Board to suggest what their tasks are, therefore, he wanted to leave the description of the Board as broadly as possible.

Commissioner Coto agreed with Commissioner Vildostegui and how this Board is a great idea.

Vice Mayor Paul stated how she agreed with Commissioner Vildostegui and how in the past other Boards had appointed certain members to attend other Board meetings and how this Board should also do so. She asked regarding the budget of the Board.

Commissioner Vildostegui shared how the Board can be given a budget to be able to do an event to work with as a kick-off.

Commissioner Velasquez stated how this is a great initiative to bring everyone in the

Town together.

Mayor Burkett thanked Commissioner Vildostegui for bringing this item to the Commission.

Commissioner Vildostegui asked if this item is approved tonight, can applications be received next meeting.

Town Clerk McCready stated how if the advertisement of the vacancies is shared during the Town's June gazette, applications might be received for the July Commission meeting.

Commissioner Velasquez asked if the Town could inform the residents to send their applications before the June Commission meeting.

Interim Town Attorney Blumstein proposed to the Commission striking in the resolution under appointments letter 'C', "ended at the 2026 Town election", and subsection 'F'.

A motion was made by Commissioner Vildostegui to approve the resolution with the changes outlined by the Interim Town Attorney, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

[Reso Comm Relations Board - ver3.docx](#)

5C. Approval of the Intergovernmental Agency Agreement with Miami-Dade County to Perform Traffic Engineering Functions - Mark Blumstein, Interim Town Attorney

For the Town Commission to review and approve.

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

Interim Town Attorney Blumstein spoke regarding the item, and he suggested to amend the first whereas clause to read as follows " WHEREAS, Miami-Dade County ("County") asserts jurisdiction of traffic control and traffic engineering services; and". He stated how this process might not see any progress until 2025.

A motion was made by Vice Mayor Paul to approve the resolution, seconded by Commissioner Velasquez.

Vice Mayor Paul spoke regarding the changes made in the resolution. She stated how the Commission added the traffic control portion in the resolution, but the County was not in favor of it.

Interim Town Attorney Blumstein stated how the County is not in favor at this time.

Commissioner Velasquez asked if more items can be added later on after the resolution is approved.

Interim Town Attorney Blumstein answered affirmatively.

The motion carried with a 5-0 vote.

[Reso - Intergovernmental Agency Agreement](#)

[Town of Surfside Intergovernmental Agreement - Traffic Engineering Functions](#)

[Exhibit A - Detail Sheets](#)

5D. Nurse Enhancement Initiative for School Year 2024-2025 - Mark Blumstein,
Interim Town Attorney

Consider Approval of MOU to continue support for Nurse at RKBBHE

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

A motion was made by Commissioner Velasquez to approve the resolution, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

[Reso Approving MOU - Amend. No. 7 to MOU School Nurse Initiative 24-25](#)

[Nurse Enhancement Initiative Behavioral Health Services Summary Report and Expanded Services Update](#)

[Nurse Amend No. 7 Municipalities 24-25 \(Form Approved\)](#)

5E.) Resolution Approving an Agreement with Lansight Technology, LLC

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

Interim Town Attorney Blumstein continued to introduce the item. He stated how this item is being presented to the Commission due to the timeline given by the resignation of the Town's current IT company.

Lansight technology, LLC representative, Bismarck Canut, addressed the Commission and introduced the IT company and what their services are.

Commissioner Velasquez asked regarding how would the company prevent the loss of information and recordings from happening. She spoke regarding how information needs to be preserved for the purpose of public records.

Mr. Canut spoke regarding mobile device management and different solutions that can be implemented.

Commissioner Velasquez asked if the company had any knowledge regarding loss audio and videos being altered.

Mr. Canut spoke how they were not contacted for those services, however, they have contacts that can do that type of service.

Interim Town Attorney Blumstein stated how the services are separate from the forensic IT services the Commission had previously approved and how the search is being conducted separately. He stated how Mr. Canut will make sure the services being described by the Commission are being addressed.

Vice Mayor Paul asked the Interim Town Attorney regarding the forensic investigation.

Interim Town Attorney Blumstein stated how the forensic investigation is still being searched for, however, the IT services for the Town is a priority due to being time sensitive.

Commissioner Vildostegui stated how the forensic investigation is to make recommendations for best practices. He asked if the contract with Lansight Technology will allow for possible modifications to include those recommendations from the investigator.

Interim Town Attorney Blumstein stated how the contract can be amended at any time, but a cost might be associated.

Vice Mayor Paul asked regarding the IT company recommendations.

Mr. Canut shared how they have many IT recommendations, however, he stated how they might need more time to make a proper recommendation.

Commissioner Velasquez asked if the company will have a staff member on site.

Mr. Canut responded affirmingly. He also shared how the company has other staff members that are also available.

A motion was made by Commissioner Velasquez to approve the resolution, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

Mayor Burkett continued to thank the Interim Town Manager and Interim Town Attorney for their hard work regarding this item.

6. Good and Welfare (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda.

Mayor Burkett opened the floor to Good and Welfare with the following individuals from the public spoke:

Marianne Meischeid spoke about the Miami-Dade Condo Special Assessment Loan program and its benefits.

Jeffrey Platt spoke about the turtle season in the Town and urged all residents to pick up litter on the beach. He shared how the Town should talk to the State to get another beach renourishment. He proceeded to thank the Police Department's performance regarding a report he had requested.

Pablo Langesfeld proceeded to thank the Commissioners regarding the collapse anniversary event coming up. He stated how it has almost been three years since the collapse and there is no determination as to why the collapse happened.

Jeff Rose asked if he could speak on the 96th street project at this time or during the Town Manager's report.

Mayor Burkett closed the floor to public comments.

Commissioner Coto thanked residents Meischeid and Platt for their shared information.

Commissioner Velasquez agreed with Mr. Platt about renourishing the beach. She thanked Ms. Meischeid for her shared information.

Vice Mayor Paul thanked everyone for attending and for their comments. She stated that it is a good idea to publicize the loan program. She thanked Mr. Langesfeld for his comment and stated how the Commission is looking forward to commemorating the memories of those that were lost during the Champlain collapse.

Commissioner Vildostegui thanked resident Meischeid for informing him on the loan program. He continued to thank Mr. Platt for informing him about the turtle season and the beach nourishment. He stated how during every Commission meeting community notes he will try to remind residents regarding turtle season, he continued to speak on the beach renourishment. He expressed how grateful he is for Pablo and Martin Langesfeld for coming to the meeting. He also shared how this year the memorial event will be hosted on 88th street rather than Veteran's Park. He expressed how he is still trying to get the full block memorial. Commissioner Vildostegui shared how he agrees that the Champlain collapse investigation has taken too long and no answers have been heard.

Mayor Burkett thanked those who spoke during Good and Welfare and for keeping the Town informed. Mayor Burkett continued to address Pablo and Martin Langesfeld regarding the construction of the memorial and its name. He stated how he asked the Interim Town Attorney to speak to the Miami-Dade County Police Department regarding the investigation of the Champlain collapse and how he is surprised it is still under investigation and how he is looking forward to seeing the report once it is completed. He continued to share how the Town's investigator has not been allowed on the collapse site.

7. Town Manager and Town Attorney Reports

7A. Town Manager's Report - Marisol Vargas, Interim Town Manager

Interim Town Manager Vargas presented the Town Manager's report.

Ms. Vargas asked if anyone from the Commission had any questions regarding the Town Manager report. She continued to welcome representatives from Lunacon, Savino and Miller, and Coastal System since they are working on the 96th Street Park project.

Interim Town Attorney Blumstein stated how the primary presenter, Ricardo Escobar from 300 Engineering will be presenting via zoom.

Vice Mayor Paul asked regarding the artificial turf field on page 177 in the Town

Manager's report and if it could be removed. She also asked regarding how on page 182 it shows a picture of the Veteran's Park in the section for the Champlain Memorial and asked for it to be revised.

Mr. Escobar continued to give a presentation regarding the 96th Street Park Project.

Commissioner Coto asked regarding the estimate cost of the provisional railings.

Mr. Escobar stated how there are two options, and the estimate is about \$25,000-\$30,000 range.

Vice Mayor Paul asked regarding the change orders, change order number 3, and the design revisions.

Mr. Escobar stated how the project was led without going through the Building Department process, which led to changes.

Mayor Burkett asked what it meant that the project was not led through the Building Department process.

Mr. Escobar shared how they did not go through the Building Department prior to the bidding process.

Mayor Burkett asked to elaborate on how that happened.

Mr. Escobar stated he did not participate in that stage of the project.

Mayor Burkett asked Mr. Escobar why, in his opinion, did that happen.

Mr. Escobar stated that issue normally happens because the Town wanted to start the project. He stated how usually projects like these go through a permitting process first.

Kelly Hitzing from Savino and Miller introduced herself and shared how Mr. Escobar was not part of the project when it first started. She stated how they spoke with the Town's Building Department, but received incomplete comments. She expressed how there were many new comments received from the Town's Building Department once the contractor submitted the official drawings during construction that should have been made earlier.

Mayor Burkett expressed to Ms. Hitzing how, as a result of that, the project did not have the comments from the Town and went forward. He stated how the Town then gave the comments which created issues.

Ms. Hitzing shared how the bidding process was rushed towards the end and the contractors did not get too far with the County's permitting at that time.

Franklyn Torrealba from 300 Engineering stated how he thinks the Town wanted to finish the project ahead of schedule. He continued to explain the process of bidding, permitting, and receiving comments from building departments when doing these

kind of projects.

Mayor Burkett asked regarding the cost of the changes due to the rush.

Mr. Torrealba addressed Mr. Escobar and asked which change orders are due to not having the final permits before the job was bided.

Mr. Escobar stated how change order number 3 was due to the comments.

Mayor Burkett asked what the total was.

Mr. Escobar stated the total was \$201,975.65. He continued to explain the expenses from change order number 4.

A conversation was held regarding change order number 4.

Commissioner Velasquez stated how there were many changes to the design to what it was brought to the Commission in 2022. She stated how she recalls that permitting already had started for several things. She asked how there were many changes and how is the fence lower than approved. She asked how the Building Department is not aware of these permits. She continued to talk about how the stairs had also changed.

Barry Miller stated how a 4.75% increase from the start of the project to now is almost unheard of to have that little of an increase despite all the changes made. He stated how there was a rush by the previous Commission telling the design team they wanted the project to be done in one year. He stated how there are delays in projects that no one has control of, especially with permits from DERM and FPL. He stated how this project was an 18-month project and how the design has changed over the different Commissions.

Mayor Burkett asked if the design had changed.

Mr. Miller stated how the design has not changed. He continued to share how there were slight changes in the steps of the building, the direction of the building, and redirection of sidewalks.

Commissioner Velasquez stated how there were changes in some designs on the walls of the building and the fencing.

Ms. Hitzing stated how the prior presentation can be brought back and how it was decided to add the five foot fence and if needed they would add an additional 10 foot sports netting to prevents balls from going over the fence.

Commissioner Velasquez asked regarding the completion of the park.

Mayor Burkett stated how there was unrealistic expectations from the prior Commission regarding the completion of the project. He stated how this Commission is being aware of the initial 18-month timeline of the project and how there are mistakes that have to be fixed due to the rush.

Mr. Miller stated how many things can happen during these projects.

Vice Mayor Paul asked regarding if the sustainability component was a delay. She stated how the building was always supposed to be a LEED building.

Mr. Miller stated how the LEED silver is less complex than LEED gold. He shared that the previous building official wanted the building to be LEED gold. He expressed how it is not causing any type of delay.

Vice Mayor Paul asked how the location of the building got misaligned and why is the stairway non-compliant.

Emilio Criado from Lunacon Construction stated how the license and insured survey company that was hired gave inaccurate points, but that it does not create any structural issues. He stated how the design team is doing an excellent job by relocating certain areas of the project.

Commissioner Velasquez asked if the survey company will pay for the mistake they made.

Mr. Criado responded affirmatively.

Vice Mayor Paul asked regarding the non-compliance of the stairway.

Mr. Criado explained that the stairway is exactly as it shows but that there are some dimensions required by code that when the railing are installed, the dimensions are slightly off. He stated how the design team is proposing different railings. He added how the delay of the project is due to the re-prune of oak trees. He continued to talk on the process of the permits for the project.

A conversation regarding the change from a track elevator to a hydraulic elevator was conducted.

William Lane spoke regarding the elevator chosen. He stated how some space for the storage room was lost due to the pump for the hydraulic elevator.

Mr. Escobar stated how the traction elevator delivery time was over 13-15 months, which lead to choosing the hydraulic elevator and losing the extra space in the storage room. He stated how the Town had said that there was still enough storage room for what they were planning to use.

A conversation was held regarding the space of the storage room.

Mayor Burkett asked regarding a statement that was made about it being easier for the project to be done in one phase.

Mr. Miller stated how it is easier to do one standalone project. He stated how this project was complicated due to certain factors.

Mayor Burkett asked when was the decision made to phase the project.

Interim Town Attorney Blumstein asked Mr. Escobar if the phasing of the project was done in December of 2023.

Mr. Escobar responded affirmatively. He stated that the Town had told them there was a soccer program that was anticipated.

Mr. Miller said that those expectations were unrealistic due to several factors in the construction.

Mr. Criado added how the previous administration had left out a field that is extremely high maintenance and that cannot be worked on and how the company was paying rent for a fence.

Commissioner Velasquez stated how it is not fair for the company to have extra expenses to rush the project.

Interim Town Attorney Blumstein asked if the Commission would like the park to be delivered by September by installing temporary railings.

Mayor Burkett stated how there are issues with other components like the elevator. He stated how there could be a delay for a few months for the sake of the functionality of the building.

Patricia Bonilla from Lunacon stated how the elevator is waiting from FPL approval. She shared how the elevator has been sitting in the warehouse for some time.

Mayor Burkett stated how the construction should wait a few extra months in order to have the building done right.

Commissioner Coto stated how he would rather save money and do the construction right.

Commissioner Vildostegui asked regarding the third option of waiting for the permanent railing but not have access to the second floor. He stated he would like to hear more about the third option.

Mayor Burkett shared how what he had stated includes the third option.

Commissioner Velasquez asked Mr. Criado regarding the temporary fence.

Mr. Criado stated how the initial plan was to have the kids playing on the field while the construction was happening and, therefore, the construction has to pay rent on the fence. He stated how he would like to take it down and put caution tape since the use of the field is no longer happening.

Mayor Burkett stated how he is sorry for all these inconveniences.

Interim Town Attorney Blumstein spoke regarding the elevator.

Mayor Burkett asked if a provision can be made to open the building without a working elevator.

Mr. Lane stated that if they could obtain a TCO they could open the first floor and have the restrooms working, but not the community room until the railing issue is resolved.

A conversation was held regarding the elevator.

Mr. Lane stated he did not like the idea of a temporary stair.

Ms. Bonilla stated how the elevator was purchased at a lower cost, allowing for the remaining balance of the money to be used in permits.

Commissioner Velasquez asked regarding the purchase of the elevator.

Mr. Lane stated that traction elevators are in high demand and would take about a year and a half to receive.

Vice Mayor Paul asked regarding the separation of the fence with the three portions and asked if it would be taken down.

Ms. Bonilla clarified that due to the separation of the phases of the project, a portion of the park is completed and maintenance fees are being used for it. She asked if the Commission would like to turn it over and use it or pay to maintain it.

Ms. Hitzing stated how a meeting will be scheduled to figure out the best way to maintain the portion of the park.

Interim Town Attorney Blumstein asked for direction from the Commission if either they would like to keep the phase approach or not, remove the temporary fence, and wait for the west stairway railing intended and not use the second floor.

Mr. Criado stated how the railing will match the railing that is going around the perimeter on the second floor, a completed north stairwell, and a running elevator.

Mayor Burkett stated how the current railing is too narrow and how the design team needs to design a new railing. He asked if the railings have been purchased.

Mr. Lane stated that the railing that is being proposed to be made is the same railing, which is a time delay.

Interim Town Attorney Blumstein asked the Commission if they would like for the hydraulic elevator to be installed.

Mayor Burkett replied affirmatively.

A motion was made by Commissioner Coto to approve the Interim Town Manager's Report, seconded by Commissioner Velasquez.

Mayor Burkett opened the floor to public comments:

The following member of the public spoke:

Jeff Rose suggested to the Commission to do what they can do to open the park as soon as possible.

Mayor Burkett closed the floor to public comments:

The motion carried with a 5-0 vote.

[May Town Manager's Report](#)

7B. Town Attorney's Report - Mark Blumstein, Interim Town Attorney

Interim Town Attorney Blumstein presented the Town Attorney's Report.

A motion was made by Vice Mayor Paul to approve the Interim Town Attorney Report, seconded by Commissioner Vildostegui. The motion carried with a 5-0 vote.

[Town Attorney Report - May 14 2024](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. CTS/KCE and Memorial Updates - Mark Blumstein, Interim Town Attorney

Provide direction as it pertains to Town contracts with KCE and with regard to Town Memorial.

Mayor Burkett introduced the item.

Interim Town Attorney Blumstein stated how this item is to get direction from the Commission. He spoke regarding the agreements from June 2021 with KCE and how they were fully executed and expired within one year, unless extended by the Town Manager, but there have been no extensions. He stated he spoke with the finance department regarding the services the Town paid to KCE and how over \$2.6 million had been paid. He stated how there are no other contracts with any other company regarding the Champlain South collapse investigation due to the materials of the collapse being under federal custody. He shared how the last time KCE was in front of the Commission was February of 2023 where the Commission was passing a resolution granting extra funding for purposes of the CTS investigation, which was subject to conditions. One of them being access to the site and materials. Since there has not been access to the site and materials for conducting the investigation, he recommended the Commission to make a motion to not fund any more services by KCE, its principals, subcontractors, or agents including but not limited to the scope set forth in the expired agreements between KCE and the Town, and for resolution 2023-2972 to be vacated and set aside.

A motion was made by Commissioner Velasquez to approve the recommendation to

not fund any more services by KCE, its principals, subcontractors, or agents including but not limited to the scope set forth in the expired agreements between KCE and the Town, and for resolution 2023-2972 to be vacated and set aside, seconded by Commissioner Coto.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Martin Langesfeld shared how he had lost his sister and brother-in-law during the Champlain Collapse. He stated how private investigators have been blocked by NIST from conducting any investigation on the site and materials from the Champlain collapse. He stated how he visited the NIST headquarters in Maryland just to find out that they do not know why the collapse happened, but construction is still being allowed on the site. Mr. Langesfeld shared how rather than the Town cancelling the contracting services with their investigator, they should push for the federal government's appointed team to be transparent with their investigation and allow the Town to conduct its own investigation. Mr. Langesfeld was given additional time to speak and continued with his public comment.

Mayor Burkett addressed the comments made by Mr. Langesfeld and how the Town is in this together. He stated how he had asked for a phone call with the director of NIST but was asked to be on the phone call with several other people. He spoke regarding the blockade on the CTS site.

Mayor Burkett closed the floor to public comments.

Commissioner Vildostegui stated how he is not fully ready to terminate the contract with KCE and would like to have answers from them regarding this issue. He asked if the Town could get something from them in order to answer questions. He shared how the Town could lean on congressional representatives to push NIST to cooperate with the investigation.

Vice Mayor Paul stated how she supported this investigation from day one. She shared how the State Legislature is not working in favor of those who live in older buildings in order to have the land sold to developers and be redeveloped. She said how she does not agree with anything being built on the CTS site until the investigation is completed. She stated how she had comments regarding the contract and how she is ready to walk away from KCE. She stated how the contract with KCE has an environmental study due to the collapse, but she never received one. She mentioned in the termination section of the contract, it says that KCE needs to transfer to the Town any materials pertaining to the services done. However, they have not given anything significant to the Town regarding the collapse. She expressed how the State Legislature is making decisions that affect people who live in condos which ends up presenting hardships for them. She stated how she believed that the people from Champlain South were suffering from these hardships based on work that has to be done. She expressed how this Commission is trying to alleviate this for those who need repairs on their buildings.

Commissioner Coto stated how he agrees with Vice Mayor Paul regarding the

money that has been spent and no information has been given. He asked if the Town could hire another investigator.

Interim Town Attorney Blumstein stated how a new investigator will meet the same resistance from the entities that control the data of the collapse, unless there is political force that could help this case.

Commissioner Coto asked if the Commission could put extra force on other political influences that can help the investigation. He stated how he would like to terminate KCE's contract due to the amount of information the Town has gotten.

Interim Town Attorney Blumstein stated how he will come up with a resolution the Commission will favor and forward to other political channels.

Commissioner Coto expressed how the media channels should also be contacted regarding this resolution.

Commissioner Velasquez shared how she agreed with her colleagues. She stated how Mr. Kilsheimer has not fulfilled the promises he has made to the Town regarding the collapse investigation and how the Town has given him a large amount of money for the investigation. She expressed if Mr. Kilsheimer does not have access to the site, the investigation will not be done. She voiced how she would like to put pressure in political avenues to put pressure on NIST and get progress on the investigation.

Mayor Burkett stated how this is a political issue, not an investigator problem. He shared how the Interim Town Attorney had gotten an answer from the Miami-Dade Police Department regarding the investigation.

Interim Town Attorney Blumstein addressed the comments regarding the political pressure.

Mayor Burkett shared how Mr. Kilsheimer had shown up in the Town after the collapse and how he had done good deeds to give the Town an answer. However, he was not given the chance to perform his services. He stated how his services had gone for too long and no answers are given. He stated how he is in favor with terminating the contract. He communicated how Mr. Kilsheimer was not the problem, but those who blocked Surfside from the CTS site and materials.

Commissioner Vildostegui stated how he would like to get something from Mr. Kilsheimer and possibly work with him again if the political pressure on NIST is effective.

Mayor Burkett stated how it would be best for the Town to maintain a relationship with Mr. Kilsheimer.

Interim Town Attorney Blumstein stated how the motion is designed to button up the relationship, acknowledge that the contract is expired, and that no more funds are given. He shared that if a relationship were to be built in the future, he is confident that Mr. Kilsheimer will be willing to help.

The motion carried with a 5-0 vote.

[KCE Structural Engineers, P.C. Agreement](#)

[KCE Structural Engineers-Collapse of Champlain Towers South-Tasks 1 2 and 3](#)

[Addendum to Agreement for Infrastructure Monitoring Services between Schnabel](#)

[Engineering LLC and KCE Structural Engineer, PC.](#)

9B. Discussion on Chapter 3 "Purchasing" related to the Town Manager's Expending Authority - Commissioner Nelly Velasquez

For the Town Commission to discuss amending the ordinance for the \$25,000 expenditures allowance to be used specifically for Public Works emergencies. The Town Commission should further discuss what should be the Town Manager's authority for any other expenditure of public funds.

Commissioner Velasquez stated how the purchasing power by the Town Manager has been abused. She shared how the \$25,000 spending budget was initially for public works purchases but got expanded to other expenses. She stated that this chapter should be revisited. She expressed how travel has been authorized without the discretion of the Commission as well as purchasing of items.

Commissioner Vildostegui stated how he is currently looking into the Town's travel policy.

Vice Mayor Paul stated how she was on the Commission that approved the travel policies and the Town Manager's expending authority and both were not an issue at that time. She stated how she would like to meet in the middle and settle on \$15,000.

Commissioner Velasquez shared how she is not interested in lowering the public works money, but to limit the amount of money that is spent on other items.

Mayor Burkett voiced how this is not a Town Manager problem but a person problem. He expressed how the Town's money is safe due to the Commission choosing the right person as Town Manager.

Commissioner Coto communicated how he agrees with Mayor Burkett.

Commissioner Vildostegui stated how it is important for the Commission to create good governance policies early on in their term in order to live under them. He shared how he will bring a resolution to change the travel policy, however, a less ethical Commission could change it.

Mayor Burkett asked if the Commission would be open to compromise to \$15,000.

Commissioner Velasquez said how she believes there has been abuse with this item in the past and this has nothing to do with the current Town Manager and how she is open to suggestions.

Mayor Burkett asked Commissioner Velasquez if she would like to combine

Commissioner Vildostegui's good governance resolution.

Commissioner Vildostegui stated how he is looking into bringing the travel policy next month.

Mayor Burkett asked if this could be incorporated.

Commissioner Vildostegui expressed he will speak with the Interim Town Attorney regarding this matter.

Vice Mayor Paul said how this item has been discussed before. She shared how the Commission should be more specific with what the Town Manager could do with Town money.

Commissioner Velasquez voiced how the money should be used for emergencies only.

Vice Mayor Paul communicated that the issue is not the amount but to tighten what it could be used for.

Mayor Burkett asked if the Commission would like to give direction to the Interim Town Manager and Interim Town Attorney. He asked if there was an ordinance regarding this issue.

Commissioner Velasquez shared how the ordinance speaks on other items the Town Manager can spend on.

Mayor Burkett expressed how those other items should be taken out except for the purchases for public works.

Interim Town Attorney Blumstein stated he will take the ordinance, add the changes, and bring it during next Commission meeting in first reading.

[Attachment "A" - Ordinance No. 2020-1708 Purchasing Code](#)

9C. Recognition of LGBT Pride Month in June - Commissioner Gerardo Vildostegui

At the June meeting, I will propose a formal resolution recognizing June as LGBT Pride Month. For now, I am asking my fellow Commissioners to vote to direct the Town Manager to organize a raising of the LGBT Pride Flag at the Community Center sometime on or around the first Friday of June (June 7), in accordance with past practice in 2023 and 2021. I also ask the Commission to authorize the Manager and staff to plan additional Pride Month events and activities, at their discretion.

Commissioner Vildostegui introduced the item. He asked for the Commission to have a flag raising event and have an LGBT event at the Town's staff discretion. He stated how the previous Town Manager had said that pride events could not be done in the Town due to it being controversial.

Vice Mayor Paul expressed how the Tourist Board is planning a pride event for the month of June. She stated how events are under the Town staff discretion.

Tourism and Communications Director Frank Trigueros stated how the Tourist Board has Sunday, June 9th as a pride beach theme Summer Sundays.

Vice Mayor Paul asked Commissioner Vildostegui if he wanted the flag raising event on June 7th.

Commissioner Vildostegui shared he has a conflict that day but that the event should be done early in the month.

A motion was made by Commissioner Vildostegui to authorize the flag raising on June 7th and to authorize the Town staff to plan activities at their discretion, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

9D. Discussion of Sec. 66-7 Ban on Gas-Powered Leaf-Blowers and of the Related Public-Education Campaign and "Warning Period" - Commissioner Gerardo Vildostegui

(1) The Commission should direct the Town Manager and the Communications staff to prepare an educational campaign regarding the specific threats to human health from gas-powered leaf blowers. The campaign should include printed materials such as a flyer or brochure, and it should, if possible, contain information in English, Spanish, and Creole. Communications staff should be encouraged to cooperate with their counterparts in nearby cities that have recently banned gas-powered leaf-blowers, such as Miami Beach and North Bay Village, to produce and distribute the materials.

(2) Furthermore, during the "warning period" that precedes enforcement of sec. 66-7 (i.e., Mar. 1 - Sept. 1, 2024), Code Enforcement should offer these printed materials to residents and to paid landscape workers whenever Code Enforcement issues a warning.

(3) Finally, the Commission should clearly announce its policy that the provisions of 66-7 should be widely and uniformly enforced beginning Sept. 1, 2024.

Commissioner Vildostegui introduced the item. He stated how gas-powered leaf blowers are banned, but the enforcement will not happen until September. He shared he would like to get a consensus from the Town Commission that they will enforce this section of the code. He believes that the noise pollution is terrible and that any person using one in any block, everyone on that block can hear the noise. He further spoke about the different health hazards of gas-powered leaf-blowers. He stated he would like the Town to create an expanded education campaign providing residents with the proper information. He further shared that he would like to enforce this starting September 2024.

Vice Mayor Paul spoke about the health hazards and the changes to the code in 2022. She expressed she is in favor with the education portion, but she is not in favor of the grace period and wait to enforce.

Commissioner Velasquez stated that she is in favor of electric leaf blowers because

this will help seniors to work in their backyards. She is not in favor of fully prohibiting leaf blowers.

Vice Mayor Paul shared that part of the reason gas leaf blowers were banned in 2014 was because drains were being clogged due to people not knowing how to use them properly. She stated she is in favor of banning gas leaf blowers.

A motion was made by Commissioner Vildostegui to extend the meeting by one hour at 10:58 p.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Jerold Brunnabend asked if the proposed fine is on the homeowner or the landscaping company. He asked if a gas-powered leaf blower was as bad as other gas-powered objects. He stated how many residents use landscaping companies and when they are not used, the leaves are not properly cleaned up, which causes the drains to clog.

Mayor Burkett closed the floor to public comments.

Commissioner Vildostegui stated how the way the code it is written, it makes the homeowners partly responsible.

A motion was made by Commissioner Vildostegui to direct the Interim Town Manager and Town staff to prepare an educational campaign involving health threats and offer this information to residents and landscaping workers until September 1st and to hear from the Commission if they want enforcement and add the proper use of leaf blowers, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

[Leaf Blower flyer](#)

9E. Ballot Question regarding Food & Beverage Tax (1 percent Homeless and Domestic Violence tax) - Vice Mayor Tina Paul

To consider allowing a ballot measure in the upcoming general election for Surfside voters to decide if they would like to participate in the countywide food & beverage penny tax program to combat homelessness and support victims of domestic violence by removing our exemption for the 1 percent tax or for the Town to continue providing a significant donation to the Miami-Dade County Homeless Trust on a yearly basis.

Vice Mayor Paul introduced the item. She stated how Miami-Dade County has been after the Town regarding the one percent tax. She provided some history and spoke about how the Homeless Trust asked her to put this question on the ballot. She believes that the Town should do their part and believes the best way is to provide a donation instead of taking it to the voters. She stated that nothing has been given to the Homeless Trust in the past four years.

Commissioner Coto would like to consider both options. He would like to give them a donation and place the question on the ballot.

Commissioner Vildostegui favors placing the item on the ballot. He stated that if Miami Beach and Bal Harbor are voting on this matter, it is a perfect time because the media will be involved and will provide information related to the Homeless Trust, and it will be a great opportunity to make a collective decision.

Commissioner Velasquez stated how she is not in favor of adding this item to the ballot and how it can hurt local businesses with all the inflation. She would like to see what exactly the Homeless Trust is doing, and possibly visiting the centers to see where the taxpayer dollars are being spent on. She stated that she would rather donate to organizations that will aid the youth in Town. She further stated that she is not okay with putting this on the ballot, but she would be in favor of giving \$10,000 to the Homeless Trust.

Vice Mayor Paul stated until you get to the root cause of homelessness, you cannot erase it. She believes that there should be a 1% tax on new development and luxury buildings because that is how people are being displaced from their homes.

Commissioner Velasquez stated how some individuals are homeless by choice because they don't want to be told what to do. She supports going to the County to charge the 1% to new developments, but she is not ok on charging the tourists.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Jarold Brunnabend spoke and stated that this should be added to the ballot. He stated that as of June 1st, the State has lowered commercial lease tax on all retail uses in the State of Florida by 2.5% and if all the restaurants and retailers will benefit from that.

Mayor Burkett closed the floor to public comments.

Mayor Burkett stated how he is in favor of putting it on the ballot. He shared how homelessness is more complex than just giving someone a home. There are many homeless people that do not want to be placed in a structured place, which creates a challenge. He further spoke about some homeless people also have mental illness that need real services. Mayor Burkett believes this should go on the ballot and there should be an education campaign for their residents and see if there are other alternatives.

Commissioner Vildostegui stated how Surfside residents are already paying this tax because they dine off the island. He stated that he spoke with the Assistant Director, and she made a very convincing case and stated that they are pursuing the housing first approach where it has been successful in other cities. He further expressed that he was prepared to make a motion to place this on the ballot.

Interim Town Attorney Blumstein shared why the homeless tax is not currently

imposed in the Town of Surfside and the other municipalities because of the State Statute and Resort Tax exemption. He further provided the process that the Town Commission will have to take to place a question on the ballot. He further stated at this point we only have permission from the Miami-Dade County Supervisor of Election for one ballot question that was adopted by the previous Commission. He further spoke about the different percentages that is currently being collected through the Resort Tax and how the Town Commission can make the decision on how they spent those percentages.

Vice Mayor Paul stated that the Town Attorney clarified why Miami-Beach, Bal Harbor, and Surfside are exempt from this tax and it's because all those municipalities are tourist destinations and collect tourist tax. Whereas the other municipalities that pay the one percent don't collect tourist tax dollars

Mayor Burkett stated he is okay with putting the item on the ballot and he would like to bring some other questions forward for the Commission's consideration.

Commissioner Vildostegui spoke regarding the possibility of revising the question of borrowing for potential placement on the ballot.

A motion was made by Commissioner Vildostegui to direct Interim Town Attorney Blumstein to put the one percent on the November ballot, seconded by Vice Mayor Paul.

Town Clerk McCready explained that if the Commission had a total number of questions that they would like to place on the November ballot, she just needs that number. She stated that with the total number of questions, she will request permission from the Supervisor of Elections to add that total amount of ballot questions to the November ballot.

Mayor Burkett spoke about some possible questions that he would like to have added to the November election ballot regarding borrowing and not allowing tall buildings in the residential district.

The motion carried with a 4-1 vote, with Commissioner Velasquez voting in opposition.

Commissioner Velasquez spoke about the Point Lake ballot question that was adopted by the previous Commission.

Interim Town Attorney Blumstein read the ballot question.

Mayor Burkett stated that he is in favor of that question.

A motion was made by Vice Mayor Paul to direct the Town Clerk to request permission from the Miami-Dade County Supervisor of Elections to place five ballot questions on the November election ballot, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

[Miami Dade County Resolution R-214-19](#)

9F. Sustainability Initiatives for the Town to Implement. - Vice Mayor Tina Paul

For Surfside to continue to lead with Sustainable initiatives by eliminating single use plastics in Town facilities and Town sponsored events, implementation of a Composting program, encouragement of Edible Gardens, and to consider reestablishing the Sustainability and Resiliency Committee.

Vice Mayor Paul introduced the item. She spoke regarding how Surfside was leading with sustainability and resiliency for many years. She stated how she would like to see the Town get rid of single-use plastics from Town facilities and Town sponsored events. She suggested bringing back different sustainability practices and introducing new ones like a composting program and encourage edible gardens. She would like the Commission to consider re-establishing the Sustainability and Resiliency Committee.

A motion was made by Vice Mayor Paul for Town facilities and Town sponsored events to work on eliminating single use plastic (plastic bottles, plastic forks), seconded by Commissioner Vildostegui. The motion carried with a 5-0 vote.

Commissioner Velasquez stated how she is not in favor of the Sustainability and Resiliency Committee as sea level rise will not stop because the Town has a Sustainability Committee.

Commissioner Vildostegui is very interested in sustainability issues and have been doing some research on what to proposed and when. He spoke about an agenda he has been working on related to sustainability and believes that a committee would assist the Town Commission. He further stated that they shouldn't be giving up on sea level rise because at this rate we will be in serious trouble in twenty-five years.

Commissioner Velasquez stated the reasons why she is not in favor of re-establishing the Sustainability and Resiliency Committee.

A motion was made by Vice Mayor Paul to re-establish the Sustainability and Resiliency Committee, seconded by Commissioner Vildostegui. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

[What is Ecotourism and Why It Matters in 2024](#)

9G. On-Street Parking - Mayor Charles W. Burkett

Have the commission provide direction on how to address parking, traffic flow and construction at the end of Biscaya Drive.

Mayor Burkett introduced the item. He shared how Biscaya Island has had some challenges with the on-street parking. People were unable to get to and from their homes due to people blocking the streets. He stated that traffic cannot be blocked, and the Town Code states something around the lines that no construction vehicles

are allowed to park on the road.

Vice Mayor Paul stated how residents were complaining and stating that for the last two years they were told that nothing could be done. She mentioned ordinance number 2022-1720 where there is a provision related to non-compliance and that all applicants are required to provide a parking plan to the Building Department. She is in favor of enforcement and following the town code.

Mayor Burkett stated that this item was just added to the agenda to let them know what was going on.

[Biscaya Island Illegal Parking](#)
[Section 14-28](#)
[FL Statute 316.008](#)

9H. Code of Ethics - Commissioner Nelly Velasquez

Commission consideration of amendments to Town Code of Ethics and/or seeking a Charter amendment regarding same.

Commissioner Velasquez introduced the item. She stated how two weeks ago the Commission had their ethics training that was provided by Mr. Arrojo. She stated how the Town has an ethics code that can be strengthened so that things that they considered unethical don't continue to occur. She spoke about elected officials that run a business in Town and most of their business is conducted in Surfside and if they are making decisions on the Town Code, they should recuse themselves. She stated how she would like this issue to be considered as a ballot question.

Commissioner Vildostegui expressed how if the Town Commission strengthens their Ethics Code, the Miami-Dade Commission on Ethics and Public Trust will enforce it.

Mayor Burkett asked Commissioner Velasquez if she has a direction that she wants to pursue in maybe asking the Interim Town Attorney in crafting some language to bring back to the Commission for their consideration.

Mayor Burkett opened the floor to public comments.

The following individual from the public spoke:

Jeff Rose shared how this issue could have unintended consequences as it may apply to some members of the current Commission.

Mayor Burkett addressed Mr. Rose regarding his comment and how the second portion of the equation which is "and vote on the issue". You can have a business in Town but you should not vote on an issue that will self-serve the elected official.

Mayor Burkett closed the floor to public comments.

Commissioner Velasquez stated how this item is to bring an ordinance and a ballot question.

[ARTICLE VII. - Code of Ethics](#)

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Velasquez to adjourn the meeting at 11:54 p.m., seconded by Commissioner Coto. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2024.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCreedy, MMC, MPA
Town Clerk



Town of Surfside
Planning and Zoning Board Meeting
MINUTES
April 25, 2024
6:00 PM
Town Commission Chambers

1. Opening

1.A Call to Order

Town Clerk McCready called the meeting to order at 6:07 p.m.

1.B Roll Call of Members

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

Present: Board Member Carlos Aparicio, Board Member Lindsay Lecour, Board Member Adrian Chavez, Board Member Andrea Travani, Alternate Board Member Horace Henderson, and Alternate Board Member Regino Sanchez.

Absent: Board Member James Mackenzie

Also Present: Interim Town Attorney Mark Blumstein, Consultant Town Planner Scarlet Hammons, Commission Liaison Commissioner Gerardo Vildostegui, and Interim Town Manager Marisol Vargas.

1.C Selection of a Chair and Vice Chair - Sandra McCready, MMC, Town Clerk

A motion was made by Alternate Board Member Henderson to appoint Board Member Lindsay Lecour as the Chair, seconded by Board Member Chavez. The motion carried with a 5-0 vote.

A motion was made by Board Member Chavez to appoint Board Member Andrea Travani as the Vice-Chair, seconded by Board Member Aparicio. The motion carried with a 5-0 vote.

Chair Lecour asked the Members to provide a brief introduction and provide a brief background as it relates to the Planning and Zoning Board.

Chair Lecour asked the members of the administration and the staff to also introduced themselves.

Interim Town Attorney, Interim Town Manager, Town Clerk, Deputy Town Clerk,

Minutes
Planning and Zoning Board Meeting
Thursday, April 25, 2024

Building Supervisor Administrative II, and Consultant Town Planner introduced themselves to the Board and members of the public.

2. **Town Commission Liaison Report**

Commission Liaison Commissioner Vildostegui introduced himself to the Board and thanked them for their service. He spoke about the proposed ordinance on the agenda. He further stated that he appreciates the Board Members' commitment to serve the Town.

3. **Approval of Minutes**

3.A **February 29, 2024 Planning and Zoning Board Meeting Minutes** - Sandra N. McCready, Town Clerk

A motion was made by Board Member Chavez to approve the February 29, 2024 Planning and Zoning Board Meeting Minutes, seconded by Vice Chair Travani. The motion carried with a 5-0 vote.

[February 29, 2024 Planning and Zoning Board Meeting Minutes](#)

4. **Applications**

Interim Town Attorney Blumstein read his quasi-judicial statement into the record.

Deputy Town Clerk Guevara swore in all the members of the public and applicants that will be speaking tonight on all applications.

Interim Town Attorney Blumstein asked Deputy Clerk Guevara if all applicable applications met notice requirements.

Deputy Clerk Guevara confirmed notice requirements were met with the exception of item 4F (9428 Emerson Avenue) for failure to meet the noticing requirements.

Town Clerk McCready stated that they will be seeking a deferral of item 4F (9428 Emerson Avenue) to a time certain under the specific item.

Interim Town Attorney Blumstein polled the members of the Board for any ex-parte communication.

None of the Board Members had ex-parte communication.

4.A **8909 Irving Avenue - 2-Story Addition** - Walter Keller, PE, AICP, Town Planner

Staff finds this application for a 2-story addition and front yard pool meets the zoning code. The Planning and Zoning Board should determine whether the new addition is "consistent with and in conformance with the design guidelines set forth in the Town Code". If the Board determine the project is in compliance, staff recommends approval with the following conditions:

- The 1st level of the additional space must have a FFE equaling the existing FFE for the home.
- The proposed pool must have an appropriate safety barrier.
- Any additional lighting must be noted at the time of permitting and comply with Ordinance No. 24-1767

Town Planner Hammons introduced the item and provided an overview of the application.

Interim Town Attorney Blumstein read the below recommendations from the Interim Building Official:

1. Plans should be digitally signed and sealed by the Design Professional.
2. TV Room needs to show compliance egress and natural ventilation & natural lighting.
3. Existing Bedroom on East side should show compliance with egress.
4. Bedroom on second floor (North side) should also show compliance with egress.
5. Contractor and Design Professional to verify if this project constitutes a Substantial Improvement (show Flood Criteria).

Applicant Valeria Lorenzo spoke on the item and addressed the different comments of the Interim Building Official.

Chair Lecour opened the floor to public comments.

There were no public speakers.

Chair Lecour closed the floor to public comments.

Members of the Board posted questions to the applicant.

Chair Lecour asked regarding the A/C equipment and generator and if they will be moved from the front of the house.

Applicant Lorenzo offered to screen them.

A motion was made by Board Member Chavez to approve the application with staff recommendation and an additional condition to relocate or screen the A/C and generator equipment, seconded by Vice Chair Travani. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)
[8909 Irving Avenue Agenda Packet](#)

4.B 9280 Byron Avenue - Front Facade Alteration - Walter Keller, PE, AICP, Town Planner

Staff finds the application meets the zoning code requirements and recommends approval, if the Board determines that the proposed front facade complies with the

Minutes
 Planning and Zoning Board Meeting
 Thursday, April 25, 2024

Design Guidelines.

Town Planner Hammons introduced the item and provided an overview of the application.

Interim Town Attorney Blumstein read the below recommendations from the Interim Building Official:

1. Plans should be digitally signed and sealed by the design professional.
2. Any changes to the previously approved plans will require a revision to be submitted to the Building Department.

Applicant Valeria Lorenzo spoke on the item and addressed the different comments of the Interim Building Official.

Chair Lecour opened the floor to public comments.

There were no public speakers.

Chair Lecour closed the floor to public comments.

Members of the Board discussed the application.

Board Member Aparicio spoke about what he saw when he drove by the house and believes that the sensitivity of the house is completely changing from what was approved two years ago.

There were comments about the roof and that the Board should have been provided with the different materials that are being used.

Alternate Board Member Henderson asked questions regarding the garage door.

Jeff Rose, contractor for the property addressed questions posted related to the garage door.

Chair Lecour asked the Board to focus on the proposed plans.

Board Member Chavez asked if the garage will be functional or is it only for esthetics.

Mr. Rose stated that it will be for storage, but it will have a roll up regular garage door.

Chair Lecour asked about the windows on the second floor.

Mr. Rose addressed her question and further spoke about the changes being proposed.

Alternate Board Member Sanchez asked for the applicant to speak more about the driveway.

Mr. Rose stated that the applicant is looking at a concrete driveway.

Applicant Lorenzo stated that they will still have to apply for a permit in order to have a concrete driveway.

Vice Chair Travani spoke further about the two windows on the second floor, and he asked about the pool being bigger and the stairs that were there before are no longer there.

Mr. Rose stated that they removed the stairs and further explained what they are proposing for the back.

Board Member Aparicio expressed that he would like to see samples of the materials that the applicant is proposing to use with the amount of work that is being proposed for this house. He believes that they should have more details.

Alternate Board Member Henderson concurred with Board Member Aparicio's comments.

Mr. Rose asked the Board to provide more ideas as to what the Board is looking for in regards to materials.

Board Member Chavez spoke about the materials and that when you have natural materials it does require a higher level of maintenance. He also believes that he would have liked to see more details.

Alternate Board Member Sanchez spoke about the natural materials and that he personally had a deck and ended up changing it to composite due to the amount of maintenance that the original material required.

Chair Lecour believes that the application lacks details.

A motion was made by Alternate Board Member Henderson to defer this application to May 30, 2024, Planning and Zoning Board meeting and for the applicant to bring a sample board of materials and to update the drawings, seconded by Board Member Chavez. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)

[9280 Byron Avenue Agenda Packet](#)

4.C 9133 Froude Avenue- Addition - Walter Keller, PE, AICP, Town Planner

Staff finds this application for a front addition, garage conversion and façade alteration meets the zoning code. The Planning and Zoning Board should determine whether the new addition and façade modifications are "consistent with and in conformance with the design guidelines set forth in the Town Code". If the Board determines the project is compliant, staff recommends approval with the following conditions:

- The addition and former garage space must have a FFE equaling the existing FFE for the home.

Town Planner Hammons introduced the item and provided an overview of the application.

Interim Town Attorney Blumstein read the below recommendations from the Interim Building Official:

1. Plans should be digitally signed and sealed by the design professional.
2. Plans should clearly show method of how rainwater shall shed from existing roof adjacent to new addition wall.
3. Poly glass roof system shown on Proposed Left Elevation / Sheet A-5 not represented accurately as this is a low slope roof system and it does not contain any linear design elements.

Applicant Isabel Hernandez spoke on the item and addressed the different comments of the Interim Building Official.

Chair Lecour opened the floor to public comments.

The following individual from the public spoke:

Brian Lombardi thanked the Board, and he is looking forward to living in Surfside.

Chair Lecour closed the floor to public comments.

Members of the Board posted questions to the applicant regarding some aspects of the design.

Alternate Board Member Sanchez asked the applicant to elaborate on the settlement of the property that was mentioned earlier. He further stated that if they are aware that the stucco may crack once the new floor settles.

Applicant representative stated that the owner knows that he may have to fix the stucco at a later time.

Board Member Chavez spoke about the bathroom area and that there are no windows in the front of the house.

Some discussion took place among the Board Members and the applicant and their representative.

The owner agreed to plant more greenery to soften the look of the house.

Board Member Aparicio does not like the look, he believes that there is a lack of compatibility with the neighboring homes. He doesn't like the different roofs meeting when they do not match.

Vice Chair Travani asked further about the roof and provided some ideas to the applicant who addressed them.

Alternate Board Member Henderson provided his comments regarding the roof and believes that if they change the front portion of the home, it may be more symmetrical. He does appreciate that they are working on just extending an old home instead of demolishing and rebuilding. He believes that a flat roof may be a better option for the property.

Applicant spoke and stated that he has checked the neighborhood and the only homes with flat roofs are garages and additions in the back. Adding a flat roof in the front will look like an afterthought and he doesn't believe it would look nice.

Board Member Chavez spoke about the blank wall and also spoke about the roof and how he believes it will look like an extension.

Board Member Aparicio spoke about the height of the front door, and he believes that they have to look at the proportions and use less stucco.

A motion was made by Vice Chair Travani to approve the application with staff conditions and adding the following additional conditions: 1) Adding 6-foot plants in front of the bathroom covering the stucco wall; and 2) making the front door a minimum of 8-foot glass door, seconded by Alternate Board Member Henderson. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)
[9133 Froude Avenue Agenda Packet](#)

4.D 9033 Emerson Avenue - Front Facade Alteration - Walter Keller, PE, AICP,
Town Planner

Staff finds the application meets the zoning code requirements and recommends approval, if the Board determines that the proposed front facade complies with the Design Guidelines. At the time of permitting, it shall be verified that the Finished Floor Elevation for the converted garage space is level with the remainder of the home.

Town Planner Hammons introduced the item and provided an overview of the application.

Interim Town Attorney Blumstein read the below recommendations from the Interim Building Official:

1. Plans should be digitally signed and sealed by the design professional.
2. This scope of work is not only a front façade project, as it also includes a garage conversion and interior remodel.
3. There is work being proposed on south elevation, however it is not shown on the presentation.
4. Plans to verify compliance with egress at gym and bedroom.

Applicant Valeria Lorenzo spoke on the item and addressed the different comments of the Interim Building Official.

Chair Lecour opened the floor to public comments.

There were no public speakers.

Chair Lecour closed the floor to public comments.

Alternate Board Member Henderson addressed the windows of the home.

The applicant stated that the home is not symmetrical, and she believes that the way that it was designed in her opinion is balanced.

Board Member Aparicio likes the design. He believes that people are taking cottages and trying to convert them into bigger homes. He further spoke about the window design, and he believes that the projection of the window beams has to go. He further asked if the entire front of the home is paved.

The applicant showed the green space on the screen.

Alternate Board Member Sanchez does not like the window design but likes the design of the home as a whole. He believes that the Board needs to see the material samples. He asked the applicant the material of the window and how many inches the projection is.

Applicant stated that there are 4 inches of aluminum.

Vice Chair Travani addressed the window on the garage and asked if there was a difference on the floor level.

The applicant stated that the floor on the garage will be brought up.

Chair Lecour stated that the Board is looking for a better window choice. She suggested to add another window to the right-hand side of the home. She also believes that the applicant should remove the aluminum projection of the windows and add higher landscaping. She further asked the applicant if the semicircular driveway will be removed.

Applicant responded affirmatively.

A motion was made by Vice Chair Travani to approve the application with staff recommendations and with the following additional recommendations: 1) To add a more symmetrical window on the right side, 2) the front door to be natural wood, 3) removing the projection of the aluminum material on the windows, 4) add 4 feet landscaping on both sides and 5) to add a second curb cut, seconded by Alternate Board Member Henderson. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)
[9033 Emerson Avenue Agenda Packet](#)

4.E 9133 Carlyle Avenue - 2-Story Addition - Walter Keller, PE, AICP, Town Planner

Staff finds the application does not comply with all zoning code requirements. It is recommended the Applicant withdraw the site plan package and reevaluate the proposed improvements to address the following concerns:

- Reduce the Floor Area % to be below 40%
- Clarify the height of the building relative to the crown of the road
- Address the Average Setback provisions of Sec. 90-45 (2) of the Town Code
- Provide a more compatible development of the second floor and roof plan
- New construction on the south wall must comply with the 5 foot setback
- Provide additional landscaping to enhance the site

A motion was made by alternate Board Member Henderson to defer this item to the May 30, 2024 Planning and Zoning Board meeting, seconded by Vice Chair Travani. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)

[9133 Carlyle Avenue Application](#)

[9133 Carlyle Avenue Agenda Packet](#)

4.F 9248 Emerson Avenue - New Single-Family Home - Walter Keller, PE, AICP, Town Planner

Staff finds the application meets the zoning code requirements.

The Planning and Zoning Board should determine whether the proposed plan is “consistent with and in conformance with the design guidelines per the Town Code”. If the Board finds the plan is consistent, staff recommends approval subject to the following conditions.

- Modify the height of the structure to not exceed 30 feet from the crown of road and modify the parapet wall to a maximum height of 3 feet
- Comply with the Town’s landscape requirements for new single-family houses.

A motion was made by alternate Board Member Henderson to the defer this item to the May 30, 2024 Planning and Zoning Board meeting, seconded by Vice Chair Travani. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)

[9248 Emerson Avenue Agenda Packet](#)

4.G 9532 Abbott Avenue - 2-story Addition - Walter Keller, PE, AICP, Town Planner

Minutes
Planning and Zoning Board Meeting
Thursday, April 25, 2024

Staff finds the application complies with all zoning code requirements.

The Planning and Zoning Board should determine whether the proposed plan is “consistent with and in conformance with the design guidelines per the Town Code”. If the Board finds the plan is consistent, staff recommends approval subject to the following conditions.

- Provide detail on the Average Setback requirements and the pervious area calculations.
- Comply with the Town’s landscape requirements for new single-family houses.

Town Planner Hammons introduced the item and provided an overview of the application.

Interim Town Attorney Blumstein read the below recommendations from the Interim Building Official:

1. Plans should be digitally signed and sealed by the design professional.
2. Need to show compliance with flood criteria.
3. Show finish floor elevation on plans.
4. Show on plans required flood vents at garage.
5. Possible railings required at front and rear porch if more than 30 inches high.

Interim Town Attorney Blumstein stated for the record that the Interim Building Official mentioned that cost to build in Surfside is about \$400 square foot.

Applicant N. Kagan Kocaoglu spoke on the item and addressed the different comments.

Chair Lecour opened the floor to public comments.

There were no public speakers.

Chair Lecour closed the floor to public comments.

Applicant's Architect from Sol and Associates spoke on the item and described the project to the Members of the Board.

Members of the Board posted questions to the applicant regarding the design review guidelines.

Chair Lecour asked if the applicant has the required setbacks on all 4 corners.

Applicant responded affirmatively.

Alternate Board Member Henderson stated that his understanding is that they are unable to have a straight wall from the front all the way to the back.

Applicant explained how he interprets the code, and he believes it is allowed.

Chair Lecour stated that this item should meet code for a new home instead of a 2-story addition.

Board Member Aparicio spoke on the aesthetics of the home. He does not believe that this is a house that fits Surfside. He stated that the windows don't align, and there is a lot going on with the design of this home. There is no reference of materials and there should be higher standards when evaluating these submittals. He spoke about the neighboring homes that are located around the area where the house is being proposed to be located.

Chair Lecour shared the design of the house needs edits due to too many details on the facade and be simpler. She continued to give examples of what she believes has to be revised.

Board Member Aparicio suggested the design needs to be cleaned up and provided more feedback related to the design.

Alternate Board Member Sanchez corrected the record by stating that this home is actually by the 95th Street parking lot and not by Publix. He further stated that the design should be revisited.

Vice Chair Travani does not believe that the home fits in Surfside.

Chair Lecour believes that this house does not meet the Town's Design Review Guidelines.

A motion was made by Vice Chair Travani to deny this application, seconded by Alternate Board Member Henderson. The motion carried with a 5-0 vote.

[Attachment A: Images and Zoning Tables](#)
[9532 Abbot Avenue Agenda Packet](#)

4.H 9124 Harding Avenue - Front Facade Alterations - Walter Keller, PE, AICP, Town Planner

Staff finds the application meets the zoning code requirements. If the Board determines the proposed front facade complies with the Design Guidelines, staff recommends approval.

Town Planner Hammons introduced the item and provided an overview of the application.

Interim Town Attorney Blumstein read the below recommendations from the Interim Building Official:

1. Plans should be digitally signed and sealed by the design professional

Applicant's Agent Schneur Meyer spoke on the item.

Board Member Chavez spoke about the driveway and wants to make sure that the driveway is not supposed to become a parking lot.

Board Member Aparicio spoke about the aesthetics of the home and how he doesn't like the railing, the asymmetric front door, the windows, and the second story balcony. He does not like the box looking homes and the renderings that are being provided to the Board.

Chair Lecour stated to the agent that the presented proposed project as they submitted does not have a lot of information. She asked him to point out exactly what the proposal is.

The agent stated that it is just the main porch on top and the planter on the front. They will change the front windows but replace them with the same looking windows that are currently on the home.

Board Member Aparicio asked if he is boxing the balconies.

The agent's response was affirmatively.

Board Member Aparicio stated that he does not like that at all.

Alternate Board Member Henderson stated that at the beginning he stated he was not going to change a lot and in fact he is making more changes than what he originally stated.

Chair Lecour believes that they could find a compromise by having the proposed planters and by adding the railing on the balcony but leaving the sides open.

Alternate Board Member Sanchez spoke about having more greenery and the planters will help but he is not sure that the driveway meets code.

Chair Lecour requested to add some shrubs and trees to the middle of the circular driveway.

Board Member Aparicio suggested to change the railing and leave the sides open. He further spoke about receiving drawings that do not match what the applicant really is trying to do.

Chair Lecour opened the floor to public comments.

There were no public speakers.

Chair Lecour closed the floor to public comments.

Chair Lecour asked what material the new front door would be.

The agent responded that it will be solid wood.

The Board requested for the applicant to have a regular door without the side light portion.

Vice Chair Travani asked if there were any other choices for the railing.

The representative responded that they looked at a few options but that the applicant really likes what they are proposing.

Board Member Chavez spoke about a home in Town that has some very beautiful railings that the client may like.

A motion was made by Alternate Board Member Henderson to approve with staff recommendation adding the following Board recommendations: 1) To add shrubs and trees to the center of the driveway, 2) the existing windows and doors will remain with the exception of the front door which should be centered on the stairs, 3) to remove the enclosure of the balcony and 4) allowing the cable railing with the open sides, seconded by Vice Chair Travani. The motion carried with a 4-1 vote with Board Member Aparicio voting in opposition.

[Attachment A: Images and Zoning Tables](#)
[9124 Harding Avenue Agenda Packet](#)

5. Ordinances

5.A Ordinance 2024-1770 Amending Section 90-74 Temporary Signs - Walter Keller, Town Planner

For the Planning and Zoning to discuss and provide feedback to the Town Commission.

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

Interim Town Attorney Blumstein introduced the item to the Board.

Chair Lecour open the floor to public comments.

There were no public speakers.

Chair Lecour closed the floor to public comments.

Alternate Board Member Sanchez asked how this would apply to corner lots and if those homes will now be allowed to have 10 signs.

Interim Town Attorney Blumstein stated that in theory yes, but the Board can recommend limiting it by property instead of by frontage.

Members of the Board discussed the item.

A motion was made by Alternate Board Member Henderson to recommend 5 signs

per property, seconded by Board Member Chavez. The motion carried with a 5-0 vote.

[Ord Amend Sec. 90-74 Temporary Real Estate Signs](#)

6. Next Meeting Date

Consensus was reached to hold the next meeting on May 30, 2024 at 6:00 pm.

7. Discussion Items

7.A Sec. 90-51. - Maximum frontage of buildings and facade articulations for H30A and H30B - Lindsay Lecour, Planning and Zoning Members

Chair Lecour stated that due to the time, they can defer this item but encouraged the members to read the attachment that was sent out by the Town Clerk and provided by former Commissioner Michael Karukin regarding what happens when you combine two single family home lots and the massing that you are allowed on a combined lot. She asked the Town Planner to provide visuals during the next meeting on what the current code would allow massing wise and maybe provide ideas from other codes from other municipalities that could provide guidance to the Board on how they handle the massing.

Chair Lecour would like to have two other discussion items added to the next agenda:

1. Design Review Guidelines Update
2. Comprehensive Plan Update

Chair Lecour stated that the Board would like more complete plans containing renderings in color, elevation that have call out with materials and pictures and material boards as this Board cares what materials will be used to build Surfside homes. She further asked the Town Planner that if there is an application that they cannot recommend approval on, to please not bring it forward to the Board.

Board Member Aparicio stated that they need to look at every single proposal for renovations. They should be provided with full drawings and sample of materials that the applicants intend to use. He believes that the sample of materials should be presented so that the Board can make smart decisions.

8. Adjournment

There being no further business to discuss before the Board, a motion was made by Alternate Board Member Henderson to adjourn the meeting at 9:23 p.m., seconded by Board Member Chavez. The motion carried with a 5-0 vote.

Accepted this 30th day of May, 2024.



Lindsay Lecour, Chair

Attest:



Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Tourist Board
MINUTES
May 6, 2024
5:30 PM
Town Commission Chambers**

1. Opening

1.A Call to Order/Roll Call

Deputy Town Clerk Guevara called the meeting to order at 5:33 p.m.

Deputy Town Clerk Guevara called the roll with the following Board Members present:

Present: Board Member Clara Diaz-Leal, Board Member Diana Gonzalez, Board Member Judy Martinez, and Board Member Eliana Salzhauer.

Also Present: Tourism and Communications Director Frank Trigueros, Communications Manager Cindy Reyes, Town Clerk Sandra N. McCready, and Commission Liaison Vice Mayor Tina Paul.

1.B Selection of Chair and Vice Chair

A motion was made by Board Member Diaz-Leal to nominate Board Member Diana Gonzalez as the Chair, seconded by Board Member Martinez. The motion carried with a 4-0 vote.

A motion was made by Chair Gonzalez to nominate Board Member Judy Martinez as the Vice Chair, seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote.

2. Agenda and Order of Business

No changes were made to the order of business.

3. Town Commission Liaison Report

Commission Liaison Vice Mayor Paul expressed that the Commission is happy to see residents enjoying the events, however, the Commission would like to have better food at the events.

Board Member Salzhauer asked Chair Gonzalez since it is the first meeting, could the

Board Members share their vision for the Board.

Chair Gonzalez agreed with Board Member Salzhauer. She continued to welcome Commission Liaison Vice Mayor Paul, Communications Director Frank Trigueros Tourism, Communications Manager Cindy Reyes, Town Clerk Sandra McCready and Deputy Town Clerk Genesis Guevara.

Board Member Salzhauer introduced herself and gave her concerns regarding the budget coming from the Town's tourism. She expressed how the events were successful until the pandemic. She shared that the Town Currently has too many events. She voiced that the Town should have its own event planner and do events in-house rather than spending money with a vendor.

Vice Chair Martinez continued to introduce herself. She voiced how she agreed with Board Member Salzhauer in how the Town has too many events. She shared how she would like the Town to have cultural and educational events.

Board Member Diaz-Leal introduced herself and expressed her excitement of being on the Board. She stated how she would like the Town to have signature events that showcase the restaurants, hotels, etc. She shared how the Town has too many events that are not well attended.

Chair Gonzalez introduced herself and shared her expectations for Town events. She stated how the Town events have been declining in quality, but the prices are going up. She expressed how the Board can make suggestions for the next agenda.

Town Clerk McCready informed the Board on specific deadlines that will be circulated with the Board for agenda items.

4. Public Comments

Chair Gonzalez opened the floor to public comments.

Jennifer Rotker stated how she would like the events to use less plastic and completely remove the use of styrofoam. She stated how the promo items given in the events should not be single use. She stated how if the Town is going to do new turtle statues, it should be accompanied by an educational component.

Chair Gonzalez asked Ms. Rotker regarding what the Town should do when creating the sea turtle sculptures.

Jennifer Rotker stated how the statues should have information regarding the type of sea turtle, sea turtle nesting season, and how the beaches should remain clean, dark, and flat at night during the nesting season. She shared how the information should be easy to

digest and in English and Spanish.

Board Member Salzhauer stated how the Town events should be ecofriendly. She shared how the Town should not make the beaches dirty and then have events to clean them up and make sure it is set as number one priority. She expressed how the new sculptures of the turtles should have an educational component with information regarding the sea turtles.

Board Member Diaz-Leal stated how the Town should protect the beaches and how there should be informational and quality material along with the statues of the sea turtles.

Vice Chair Martinez stated how the promo items given at the events should be made of reusable material.

Vice Mayor Paul stated she had an item on the May agenda regarding how Surfside used to be a sustainable community and she is looking to bring that back. She spoke regarding how vendors should be environmentally friendly with the products they use. She stated how the Marriott Hotel is interested in Surfside the Turtle coloring book the Town used to have as well as the plush turtles. She expressed how those were gifts the Tourist Board used to give to hotels and the community and it should be brought back.

Chair Gonzalez expressed how the Town should have different promo items that are durable, good quality, and ecofriendly. She shared how the Board will make a suggestion to make Surfside events only for residents and tourists, which she believes will be less hassle for everyone regarding the quality of the food and the Town promo items. She stated how she agreed the turtle sculptures should have educational components.

Tourism and Communications Director Trigueros stated how the Town will make sure the promo items are not single-use plastic and there is meaning behind each item. He proceeded to ask for the board to give suggestions on the promo items.

Chair Gonzalez made a suggestion to give promo items once a month instead of every event.

Tourism and Communications Director Trigueros stated he would try and bring samples to the Board for the promo items. He expressed the Board's assets are being updated for the coloring book and the turtle plushies and an educational pamphlet that is being created.

Board Member Salzhauer stated how she agrees with Chair Gonzalez regarding monthly giveaways, but that they need to be of high quality for residents to use for a long time.

Lorena O'Malley shared how she had come to the meeting to express her support in local

small businesses to participate in the Town events.

Board Member Salzhauer shared how she enjoys the vendors at the events and she would be okay with the idea of having local vendors as well, but expressed how she is not familiarized with who picks the vendors.

Tourism and Communications Director Trigueros shared how the Town's events are open to any vendors that wish to participate.

Chair Gonzalez shared how the Town should give the opportunity to the residents who would like to be vendors at events.

Rodrigo Butori shared how he has cleaned the Town's beaches for a long time. He stated how the Town should pay attention to the hotels and how tourists might be littering. He asked the Board to pay attention to the Starbucks and Flannigan's cups on the beach, as he has found many of them littering the beach. He asked the Board to look into not just the perimeter around the beach but more of a larger perimeter.

Board Member Diaz-Leal shared how she agreed with resident Butori, however, she believes this issue is bigger and should be brought to the Commission since rules would have to be enforced with the hotels.

Chair Gonzalez shared how these types of issues should be directed to the Interim Town Manager.

Commission Liaison Vice Mayor Paul expressed she could bring this issue to the Commission. She shared how she has a discussion item to bring back sustainability and resiliency to the Town, but experienced resistance from businesses during her last term.

Board Member Salzhauer asked if the Town has banned plastic straws.

Tourism and Communications Director Trigueros expressed how plastic straws are banned in the Town for several years and how the Town has not given out any single-use plastic promo items in the events to his knowledge but did have an issue with a vendor giving out Styrofoam items one time last summer.

Board Member Salzhauer suggested to Commission Liaison Vice Mayor Paul how the previous Commission had allowed food service on the beach but did not specify regarding the use of single-use plastic. She asked if the current Commission could make the suggestion of not using single-use plastics when conducting the food service on the beach.

Vice Mayor Paul stated how the previous Commission she served were working with the hotels to use less plastic. She expressed how the Marriott Hotel had shown interest in being environmental. She shared how the Commission will hold a discussion during the next Commission meeting regarding this matter to direct staff.

Vice Chair Martinez expressed if the initiative of the Marriot Hotel can be brought during the events with the hopes of the other hotels wanting to do the same.

Chair Gonzalez expressed how Commission Liaison Vice Mayor Paul will bring this issue to the Commission.

Chair Gonzalez closed the floor to public comments.

5. Approval of Minutes

5.A March 4, 2024 Tourist Board Meeting Minutes

A motion was made by Board Member Salzhauer to approve the March 4, 2024 Tourist Board Meeting Minutes, seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote.

[March 4, 2024 Tourist Board Meeting Minutes](#)

6. Resort Tax Collection and Vacancies Report

6.A Resort Tax Collection and Vacancies Report - Frank Trigueros, Tourism and Communications Director

Tourist and Communications Director Frank Trigueros provided an update on the item.

[May Resort Tax and Vacancies Report](#)

7. Discussion Items

7.A Earth Day Plastic Fishing Festival Recap & Additional Plastic Fishing Events Approved for FY 2024 - Tourism & Communications Director Frank Trigueros

Staff is seeking the Board's direction in confirming the two additional plastic fishing events that were previously approved by the former Board for July and September.

Tourism and Communications Director Trigueros introduced the item.

Rodrigo Butori gave a quick introduction of himself and his company, Plastic Fisherman. He continued to give a presentation on what his company does and the environmental events that they have hosted in the Town. He also gave a list of future environmental event ideas the Town can have. He also suggested for the Board to create and adopt a street end program which can help with the cleaning of the streets and the safety of them.

Vice Chair Martinez stated how she would like to suggest more educational events. She stated how the Plastic Fisherman events are fun and educational. She asked if the Surfside letters can be brought to the Plastic Fisherman events in the Town. She asked if these events can be advertised in the hotels so tourists can participate.

Board Member Salzhauer stated how these events could be the Town's signature event that will make people want to visit the Town's beaches and how the events should be quarterly, however, she asked if the events could be longer due to them being early in the morning. She shared how she believes these events could bring the community together. She proceeded to ask Tourism and Communications Director Trigueros regarding how much money is used for the vendors and the organizers of Town events. She added how the Town does not need the adopt a street end program.

Vice Chair Martinez asked regarding the time of the events and how they should be in different times during the day. She shared how the Town could give gifts with reused plastic.

Board Member Diaz-Leal asked regarding the data points of the events. She stated how quarterly events would be best. She shared how the earth day event should be a signature event.

Board Member Salzhauer asked if these events should partner with the Parks and Recreation Committee due to many teenagers needing community service hours.

Mr. Butori stated how the events would be held on Sundays due to Shabbat.

Board Member Diaz-Leal asked Mr. Butori how these events work outside of Surfside, as she would like to find a strategy to attract tourists to the event.

Mr. Butori shared how there is a science teacher that works in the events and offers educational components. He shared how the location of the event is important in order to involve the Town in different ways.

Tourism and Communications Director Trigueros asked the Board if they agree with holding one event on Saturday, June 8th and the other event on Sunday, September 22nd, with the suggestions of changing the time of the events to the afternoon.

The Board conducted a discussion regarding the times and dates of the events.

Chair Gonzalez stated how she enjoys these educational events, however, the Town does not need too many events of this kind. She agreed with having teenagers be part of the event. She expressed how she would also like to see a breakdown price of the event.

Tourism and Communications Director Trigueros stated how the vendors will provide a breakdown of the expenses. He stated how the Plastic Fisherman events are a great example of an event that does not need food or entertainment and is very successful and how not every event needs to have food components.

Board Member Salzhauer asked regarding the specific time of the events. She also suggested for a whole weekend event as a signature event.

Board Member Diaz-Leal spoke regarding the kayak launch and how the Town can have events that recognizes the Town's life around the water.

A conversation was conducted regarding the promo items that could be given during the clean-up events.

Commission Liaison Vice Mayor Paul stated how the turtles made out of recycled plastic was a good idea as a giveaway.

Chair Gonzalez stated how the Town should not do an event every month, but instead do one quarterly.

A motion was made by Vice Chair Martinez to approve both events on Saturday, June 8th, 2024 and on Sunday, September 22nd, 2024 from 4 p.m. to 7 p.m., seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote.

[Attachment A - Plastic Fishing Intro and Approved Events.pdf](#)

7.B 2024 Summer Sundays Beach Event Series Proposal - Tourism & Communications Director Frank Trigueros

Staff is seeking direction on whether to approve the summer series and themes.

Tourism and Communications Director Trigueros introduced the item.

Sara Liss gave a quick introduction of herself and her Friday Beach events. She continued to conduct a presentation proposing to the Board four Summer Sundays Beach Events and showcased other events she has conducted in Surfside.

Board Member Salzhauer shared how she is excited to have these types of events back in the Town. She asked if the event can be moved to 4 p.m. to 7 p.m. She asked if there will be need of extra lifeguards. She continued to ask if there could be information given out regarding the hazard of digging deep holes on the beach. She stated how if there is sunscreen given at the event, it needs to be coral reef safe. She shared how the community needs to have kosher and non-kosher food as well as bigger portions in the event.

Vice Chair Martinez stated how the events made have been executed nicely and are aligned with the uniqueness of Surfside. She agreed that there should be kosher and non-kosher food. She expressed her concerns regarding the Smart Water partners.

Ms. Liss stated how Smart Water will not be back at the beach events but would like to have them for the street events. She shared how the events have self-serving water stations.

Board Member Diaz-Leal stated the event should have sunscreen dispensers instead of the plastic bottles. She stated how the sponsors of the events could give out coupons for their products instead of giving the product away during the events. She

expressed how the 4 p.m. to 7 p.m. time works. She stated how she enjoys the beach events rather than street events.

Chair Gonzalez stated how she agrees regarding the 4 p.m. to 7 p.m. time for the events. She stated how she would like to have less events than the four events being proposed. She expressed how one of the proposals from the Board was making the beach events for residents and tourists due to the food access.

Board Member Diaz-Leal stated how the hotels should give out wristbands to the tourists who would like to attend the events and the residents could use their IDs. She stated how she would not like the events to be a free for all and be more exclusive.

Chair Gonzalez talked about the reservation process of the events.

Tourism and Communications Director Trigueros asked the Chair regarding the access of only residents in the events and if this suggestion is for the footprint of the event or the access of the food.

Chair Gonzalez stated how the events could be open for everyone, however, the access of the food should be for residents and tourists. She expressed how the food needs to be of better quality. She shared how the Board needs to have an organized calendar with the events. She also expressed how the Town could have less events, but with better quality food.

Board Member Salzhauer stated how the event should not have food due to being a short event. She shared how people would not like to be at the beach event if the beach is dirty. She stated how she is not in favor of the wristbands because it will become littler in the ocean, she suggested a stamp should be given to tourists instead.

Chair Gonzalez stated how she does not agree with the Town only doing this event on Sundays.

- Board Member Salzhauer stated how this is a Summer Sundays series events and maybe during the fall the Town could do a Fall Fridays series. She expressed how she would like to see all four events happen.

Commission Liaison Vice Mayor Paul shared how the summer events should not be limited due to the beach being public and should be open for everyone at the beach.

Board Member Salzhauer clarified the limitations would be for the food and giveaways.

Vice Mayor Paul expressed how people could scan QR codes and RSVP prior to the event.

Board Member Diaz-Leal stated how she does not agree with the QR code due to it not telling you who is at the event and how many people are attending. She expressed how at the time of giveaways, attendees need to show their ID to verify

they are Town residents or if they are tourists they can show their hotel reservation.

A conversation was held regarding the June date of the event.

Commission Liaison Vice Mayor Paul asked regarding the band for the event.

Sara Liss spoke regarding the band for the event they have had multiple times at different events. She stated how the playlist for the event will be pride-themed.

A conversation was held regarding the music for the pride theme event.

Board Member Salzhauer shared her concerns regarding the seating at the events.

Ms. Liss stated how different types of seatings are provided.

A motion was made by Board Member Salzhauer to approve all four Summer Sundays events with the 4 p.m. to 7 p.m. time change and for premium food and giveaways to be for residents and Surfside hotel guests only, seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote.

Board Member Diaz-Leal left the meeting at 7:32 p.m.

[Summer Sundays 2024 Series](#)

7.C March 7 SURF FOOD FEST Event Recap - Tourism & Communications Director Frank Trigueros

To discuss the March 7 event and gauge interest for adding more SURF FOOD FEST events to the next fiscal year's budget.

Tourism and Communications Director Trigueros introduced the item.

Javier Valmana gave a recap of the Surf Food Fest Event. He stated this was the first time the Town hosted this kind of event. He share the event was \$16,000.

Chair Gonzalez asked if the Board could have a budget breakdown of the event.

Javier Valmana proceeded to give a breakdown of the event. He continued with the presentation.

Board Member Salzhauer stated how the event was great. She expressed how due to cost-production, the Town should not pay for promotion.

Tourism and Communications Director Trigueros stated how the Town did advertise through all of its channels, however, the price of the advertisement was part of Mr. Valmana's proposal but if desired, the Town can take on the whole promotion of the event.

Board Member Salzhauer suggested for residents to have some sort of coupon for food.

Mr. Valmana did a breakdown of the outreach of the advertising. He continued to give extra details on the breakdown of the budget. He proceeded to finish the presentation.

Chair Gonzalez expressed how she enjoyed the event.

Mr. Valmana stated how the cost of the event was greater than what the Town paid due to the vendors being paid to participate.

Board Member Salzhauer expressed how the event was very good and how the quality of the event was good as well. She shared how she would like the event to happen again, however, residents should be given a coupon to get items and costs reduced.

Mr. Valmana stated how he does have in mind a lot of enhancements to the events.

Chair Gonzalez stated how the vendor should bring a proposal for a future event.

Tourism and Communications Director Trigueros stated how for today's meeting it would be a recap of the event and next meeting they will be discussing the breakdown for the next fiscal year.

Chair Gonzalez stated how local businesses should participate in the events.

Mr. Valmana stated how he did reach out to local restaurants due to the event being a food festival.

The Board suggested for Mr. Valmana to comeback next meeting with a proposal.

A conversation was conducted regarding the ecofriendly items and the water stations.

7.D 96th Street Farmer's Market - Tourism & Communications Director Frank Trigueros

To discuss the relocated Farmer's Market and consider the possibility of expanding to Saturdays.

Tourism and Communications Director Trigueros introduced the item.

Javier Valmana continued to give a recap on the farmers market and the relocation of it. He stated how the farmers market has had great feedback.

Tourism and Communications Director Trigueros asked Mr. Valmana regarding the days of the farmers market for next season.

Mr. Valmana stated how there was consideration for the farmers market to be Saturdays during the next farmers market season in October.

Chair Gonzalez stated she had proposed for the market to be extended to

Saturdays.

A conversation was held regarding the seasons the farmer's market is open.

Chair Gonzalez asked Mr. Valmana to make sure that residents are able to participate in the farmer's market.

Mr. Valmana explained that due to the space, he is selective with who can be at the market. He expressed how a requirement to be in the market is for the items to be hand made.

Board Member Salzhauer stated that the quality of the market has gone down. She asked for vendors to be rotated and for vendors to stay until 3:30 p.m. She suggested for a specific booth that is rotated every weekend for residents who would like to be vendors.

Tourism and Communications Director Trigueros stated the former Tourist Board had voted to expand the farmer's market to Saturday's, but the former Town Manager did not agree due to logistics.

A conversation was conducted regarding the local resident booth at the farmer's market.

A motion was made by Board Member Salzhauer to extend the farmer's market to Saturdays, including a Surfside booth for local residents who would like to be vendors that match the genre of the market and is held one weekend a month, seconded by Vice Chair Martinez. The motion carried with a 3-0 vote, with Board Member Diaz-Leal was absent.

The Board conducted a break at 8:06 p.m. and resumed the meeting at 8:14 p.m.

7.E ACT Productions Street Art Festival Recap - Tourism & Communications
Director Frank Trigueros

For the Board to discuss events recently produced by ACT Productions including the March 24 Street Art Festival.

Tourism and Communications Director Trigueros introduced the item.

ACT Productions gave a recap on the Street Art Festival, the mentalist show by Guy Bavli, and the Block Parties.

Chair Gonzalez open the floor to public comments.

The following individual from the public spoke:

Michelle Arambula shared how there has been a major decline in the quality of events.

Chair Gonzalez closed the floor to public comments.

Board Member Salzhauer agreed how the events have been declining and how the Town should bring old events back. She stated how the previous Board was not wise with the spending of the events budget. She agreed that some portions of the newer events have been good. She continued to give suggestions on events and its components.

Vice Chair Martinez shared how the Town is having too many events and how next fiscal year the Town should focus on more cohesive events.

Chair Gonzalez stated how some parts of the events were good and others were not. She shared how she enjoyed the Mentalist event, and the food was of good quality. She expressed how the Latin block party was enjoyable but the food was not as good.

Board Member Salzhauer shared she was at all the events except the Mentalist event and how some parts of the events were good and others were not. She stated how the art festival was a good idea and how the Board will not be greenlighting every single event.

ACT Productions expressed to the Board how they will bring back other ideas.

7.F Vendor Update, Beachside Events - Tourism & Communications Director Frank Trigueros

For the Board to discuss recent events by Beachside Events including Music on the Beach and Third Thursdays.

Tourism and Communications Director Trigueros introduced the item.

Alan Andai introduced himself briefly, gave a recap on the events his company has provided to the Town, and spoke about the events series he is doing in the Town.

Board Member Salzhauer stated how she has attended almost all the events provided by this vendor, however, she expressed how she would not like to see some events be held at the Town again. She expressed how the times of the events is not adequate. She also added how she would like to see the cost breakdown for the music on the beach event.

A conversation was held regarding the times of the event.

Board Member Salzhauer expressed how due to the price of the event, the event itself is not worth it and it should add different components.

Mr. Andai expressed how he is open to feedback and then he will discuss with Tourism and Communications Director Trigueros regarding any changes.

Board Member Salzhauer expressed how she would like to see the cost breakdown for the Third Thursday's events. She shared how every event does not have a consistent theme and how the food portions were too small.

Mr. Andai expressed how the system of the food has been changed. He stated how every event is customized to what the client might want.

A conversation was held regarding the food portions in the events, who will be allowed to receive food, and the attendees that will be expected.

Board Member Salzhauer expressed how she would like the event to be moved back to 95th street and make it a smaller event. She also shared how she would like to see more teenagers at these events and some components that could be added.

Vice Chair Martinez stated how there are too many events in the Town. She expressed how she enjoys the Third Thursday's events, but it should be in a smaller space. She suggested if during the next events the stamps could be implemented for residents and hotel guests/tourists.

Chair Gonzalez stated how the prices should be brought down due to what is actually being received as a service. She shared how the Third Thursday's are too expensive as well. She spoke on the small portions of the food.

A conversation was held amongst the Board Members regarding the system to give food at the events and the location of the event.

Mr. Andai expressed how the event was moved from 95th street due to the congestion and the location of a school.

Tourism and Communications Director Trigueros expressed to the Board how the logistics of the event were complicated from a safety point of view.

Board member Salzhauer asked if another street could be used.

Chair Gonzalez expressed how the events have been changing over time.

Mr. Andai spoke regarding the food being served at the events and other portions of the events.

Board Member Salzhauer expressed how some components could be switched up.

Tourism and Communications Director Trigueros asked regarding the implementation of food for the resident and hotel guests.

Board Member Salzhauer expressed how the Board does not want to do the Music on the Beach events. She communicated to Mr. Andai how the Third Thursday's events should be brought back to what they used to be. She continued to suggest different themes for the events.

Chair Gonzalez expressed how the Board will sit down and look at next year's budget and bring a proposal for events.

The Board agreed on hearing a proposal on the events at a later date.

7.G Holiday Lights FY 2024 - Tourism & Communications Director Frank Trigueros

Staff is seeking direction on whether to keep the existing decorated fronds as seen for the past two years, or to move forward with a different option.

Tourism and Communications Director Trigueros asked the Board regarding what the Board wants for the holiday lights, what budget would they like to set, and later on bring presentations from vendors.

A conversation was held regarding the permanent lighting in the downtown district and the upkeep of them.

Tourism and Communications Director Trigueros continued to give a presentation regarding the holiday lighting for previous versions of holiday lighting and its cost.

A conversation was held regarding the cost of the lighting.

Vice Chair Martinez expressed how she likes the Christmas lights at a more reasonable price.

Chair Gonzalez expressed how she would like to have a permanent solution to the lights where the Town can own them and store them.

Tourism and Communications Director Trigueros expressed how the permanent lights might raise a storage issue and a maintenance component that might have to be discussed by the Town Commission.

Board Member Salzhauer expressed how the lights purchased could be color changing and instead of lights it could be holograms.

Tourism and Communications Director Trigueros expressed to the Board how he will reach out to the vendors and find a permanent solution.

[QT_2024 Town of Surfside Holiday Project \(RGB Fronds\). Fronds Rendering](#)

7.H Additional Turtle Sculptures - Tourism & Communications Director Frank Trigueros

Staff is seeking direction on the design/decor of each turtle and placement location.

Tourism and Communications Director Trigueros introduced the Item. He continued to show the Board concept art for the turtles. He continued to express how one of the turtles was expected to be placed in the business district. He shared how the Town is looking to order three sculptures; however, the budget does not include the painting of the sculptures.

Board Member Salzhauer asked regarding the pricing of the turtles.

Tourism and Communications Director Trigueros stated the price was around \$16,000.

Chair Gonzalez asked regarding the material of the turtles.

Tourism and Communications Director Trigueros communicated the material of the turtles was fiberglass.

Board Member Salzhauer asked if the sculptures could be designed by the students at the Design and Architecture School of the Arts (DASH) and New World School of the Arts.

Vice Chair Martinez asked regarding the educational information on the turtles.

Tourism and Communications Director Trigueros expressed how at least one of the turtles could have some.

Chair Gonzalez expressed how the designs presented is not to her liking.

Vice Chair Martinez asked if new designs could be provided.

Tourism and Communications Director Trigueros expressed how the templates for the turtle designs can be provided to the schools.

Board Member Salzhauer stated how the project should be done by Miami-Dade Public Schools.

A conversation was held regarding the number of turtles the Town is getting.

Commission Liaison Vice Mayor Paul shared how some turtles have been damaged and she recommends getting more turtles.

The Board agreed on ordering two turtle sculptures, one to be designed by the schools DASH and New World School of the Arts.

A motion was made by Board Member Salzhauer to amend the purchase of two turtles and to have one of them designed by the students at DASH and the other by the students at New World School of the Arts; one turtle will be placed at the turtle walk and the other one at the street end of 92nd street, seconded by Vice Chair Martinez. The motion carried with a 3-0 vote, with Board Member Diaz-Leal was absent.

[Turtle Sculpture Student Designs from 2022](#)

7.1 Surfside, Florida T-Shirt - Tourism & Communications Director Frank Trigueros

Staff is seeking direction on whether to continue with the T-shirt sales or if the Board would like to utilize the shirts as a giveaway item at upcoming events.

Tourism and Communications Director Trigueros introduced the Item. He asked the Board regarding the selling of the t-shirts or if the Board would like to use them as a giveaway item. He asked if the Board would like to use the t-shirts for the pride Summer Sunday event with special stamping.

Chair Gonzalez shared how many residents liked the design of the t-shirts. She suggested for the t-shirts to be given away to the residents.

Board Member Salzhauer asked questions regarding the price of the t-shirts and the design process.

Vice Chair Martinez suggested for the t-shirts to be sold at the hotel.

Board Member Salzhauer suggested for the t-shirts to be given away. She agreed with the idea of giving the t-shirts away during the pride event with the stamping.

Chair Gonzalez disagreed with giving all t-shirts away.

Commission Liaison Vice Mayor Paul suggested one can be given away per person and additional ones can be purchased and non-residents would have to purchase the t-shirts.

Board Member Salzhauer asked if two t-shirts can be given per family and any other additional can be sold.

The Board agreed on giving away two t-shirts per family and any other additional t-shirt would have to be purchased.

[Tourist Board Shirt](#)

8. Board Member Comments

Board Member Salzhauer stated how the meeting was long due to the new Board setting a new tone.

Chair Gonzalez expressed how the Board did not conduct a lot of decisions tonight, mostly comments.

Vice Chair Martinez shared how she is looking forward to proposing new events.

A conversation was held regarding the museum program.

9. Next Meeting

Deputy Town Clerk Guevara advised the Board Members of the next meeting on June 3, 2024 at 5:30 p.m.

Board Member Salzhauer asked if one meeting could be skipped.

Chair Gonzalez expressed if the Board skips one month, the following month's agenda will be very heavy.

The Board had a conversation regarding skipping the July meeting due to lack of quorum.

A motion was made by Board Member Salzhauer to cancel the July Tourist Board meeting due to lack of quorum, seconded by Vice Chair Martinez. The motion carried with a 3-0 vote with Board Member Diaz-Leal was absent.

10. Adjournment

There being no further business to discuss before the Board, a motion was made by Vice Chair Martinez to adjourn the meeting at 9:50 p.m., seconded by Board Member Salzhauer. The motion carried with a 3-0 vote with Board Member Diaz-Leal was absent.

Accepted this 3rd day of June, 2024.



Diana Gonzalez, Chair

Attest:



Genesis Guevara
Deputy Town Clerk



MEMORANDUM

ITEM NO. 4A1.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Ordinance Amending Section 90-41 "Regulated Uses" by Providing Exemptions to Drug Stores**

For the Town Commission to adopt the ordinance on second reading. P&Z recommended removal of the restriction for drug stores entirely such that, if approved by the Commission, Drug Stores will now be permitted anywhere in the SD-B40 district.

Presently, Town Code precludes drug stores within 850 feet of one another. Businesses that seek to move to Surfside may at times include a pharmacy/drug store as part of, but not the primary purpose for, the leased premises. The proposed amendment to Town Code, as approved by P&Z, would now remove the restricted zone.

The Town Commission approved the resolution during the May 14, 2024, Regular Town Commission meeting with the following amendment to section (c):

(c) Eight hundred fifty (850) feet, except this restriction shall not apply when at least eighty (80) percent of the square footage of the leased space is used for an authorized commercial purpose under Town Code other than the dispensing of prescription drugs, non-prescription drugs, medical devices or sundries.

The ordinance was presented to the Planning and Zoning Board on May 30, 2024, and the board recommended approval of the ordinance by removal of the entire restriction for drug stores.

[90-41 Regulated Uses - Drug Stores - Second Reading](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", BY REMOVING DRUG STORES FROM RESTRICTED ZONE; 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 the authority to exercise any power for municipal
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such
4 authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission")
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code ("Code") in order to update regulations and procedures for maintain consistency with
8 state law and to implement municipal goals and objectives; and

9 **WHEREAS**, the Town Commission seeks to remove the eight hundred fifty (850) feet
10 restricted zone for Drug Stores within the Town as previously required by Town Code; and

11 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
12 Town, held its hearing on the proposed amendment on May 30, 2024 with due public
13 notice and input; and

14 **WHEREAS**, the Town Commission held its first public hearing on May 14, 2024 and
15 recommended approval of the proposed amendments to the Code of Ordinances having
16 complied with the notice requirements by the Florida Statutes; and

17 **WHEREAS**, the Town Commission has conducted a second duly noticed public
18 hearing on these regulations as required by law on June 18, 2024 and further finds the
19 proposed change to the Code necessary and in the best interest of the community.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

20 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
21 **TOWN OF SURFSIDE, FLORIDA¹:**

22
23 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated
24 herein by this reference.

25
26 **Section 2. Town Code Amended.** Section 90-41. – “Regulated Uses” of the
27 Surfside Town Code of Ordinances is hereby amended and shall read as follows¹:

28 **Sec. 90-41. Regulated uses.**

29 (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the
30 district in which they are located and are deemed to be consistent with the
31 comprehensive plan. These uses are permitted as of right, subject to the required
32 permits and procedures described in this section. Permitted uses require final site
33 plan review and approval for compliance with the standards applicable to a particular
34 permitted use as provided in this zoning code.

35 (b) *Permits required.* Except as explicitly provided herein, no use designated as a
36 permitted use in this chapter shall be established until after the person proposing
37 such use has applied for and received all required development permits.

38 (c) Table—Regulated uses.

39 * * *

Retail and General Commercial Services	SD-B40
Drug stores	P (30)

40 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU:
41 Conditional Use

42 * * *

43 (d) *Uses table notes.*

44 * * *

45 (30) The following uses shall be separated from similar existing uses, or similar
46 approved but unbuilt uses, within the town limits, by the minimum distances
47 specified below, measured from front door to front door:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

48 (a) For purposes of this calculation, front door shall mean the primary
49 public access to the business which shall not include any alley, rear
50 or secondary access point.

51 (b) Medical Marijuana Dispensary: Eight hundred fifty (850) feet.

52 ~~(c) Drug stores: Eight hundred fifty (850) feet, except this restriction shall~~
53 ~~not apply when at least eighty (80) percent of the square footage of the~~
54 ~~leased space is used for an authorized commercial purpose under Town~~
55 ~~Code other than the dispensing of prescription drugs, medical devices or~~
56 ~~sundries.~~

57 **Section 3. Severability.** If any section, sentence, clause or phrase of this
58 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
59 then said holding shall in no way affect the validity of the remaining portions of this
60 ordinance.

61 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and
62 it is hereby ordained that the provisions of this Ordinance shall become and made a part of
63 the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
64 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
65 changed to "Section" or other appropriate word.

66
67 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of
68 Ordinances or Resolutions in conflict herewith are hereby repealed.

69
70 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

71
72 **PASSED and ADOPTED** on first reading this 14 day of May 2024.

73
74 **PASSED and ADOPTED** on second reading this 18 day of June, 2024.

75
76
77 On Final Reading Moved by: _____

78
79 On Final Reading Second by: _____

80
81
82
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86

87 **FINAL VOTE ON ADOPTION:**

88

89 Commissioner Ruben A. Coto _____

90 Commissioner Nelly Velasquez _____

91 Commissioner Gerardo Vildostegui _____

92 Vice Mayor Tina Paul _____

93 Mayor Charles W. Burkett _____

94

95

96

Charles W. Burkett, Mayor

97

98 **ATTEST:**

99

100

Sandra N. McCready, MMC
Town Clerk

101

102

103

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

106

107

Mark Blumstein, Interim Town Attorney

108



MEMORANDUM

ITEM NO. 4A2.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Ordinance Amending the Resort Tax Powers and Duties and filing requirements.**

For the Town Commission to adopt ordinance in second reading.

Amend the Powers and duties of Resort Tax Board Members such that board members may serve to expend and advise the Town Commission for resort tax expenditures and delete any minimum allocations for specified purposes of resort tax receipts.

[Ordinance - Resort Tax Board - Second Reading](#)

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 70-124 AND 70-126, OF DIVISION 2.—“RESORT TAX BOARD”, OF ARTICLE IV.—“RESORT TAX”, CHAPTER 70 OF THE TOWN CODE, TO AMEND THE POWER AND DUTIES AND DELETE ANY REQUIREMENT FOR SPECIFIC, MINIMUM ALLOCATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) created the Resort Tax Board (the “Board”) to explore, create, and organize events and activities that enhance Town tourism; and

WHEREAS, Section 70-126 of the Town Code establishes the power and duties of the Board; and

WHEREAS, the Town Commission desires to align the powers and duties of the Board consistent with other Town boards such that it will be advisory in nature and subject to Town Commission approval, including the deletion of any required minimum allocation directed to advertising, promotion and special events; and

WHEREAS, in order to achieve the Town’s objectives, the Town Commission seeks to amend Section 70-126 to provide for the Board’s recommendations to the Town Commission of enumerated items and delete any specific allocation directed to particular activities; and

WHEREAS, the Town Commission finds that amending Section 70-124 of the Town Code is required to conform to amendments to Section 70-126.

WHEREAS, the Town Commission finds that amending Section 70-126 of the Town Code is in the best interest and welfare of the Town.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:

Section 1. **Recitals Adopted.** The above-stated recitals are hereby adopted and confirmed.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 70-124 “Composition; appointment; vacancies; compensation; removal from office, etc.” and Section 70-126, “Power and duties.”, as follows:

Chapter 70 – Taxation

Article IV. – Resort Tax

Division 2. – Resort Tax Board

Sec. 70-124. Composition; appointment; vacancies; compensation; removal from office, etc.

- (a) *Number, term and qualification of members.* The board shall consist of five members. Each commissioner shall appoint one board member. All appointed board members must be ratified by a vote of the town commission. Any newly elected commissioner has the right to appoint a resort tax board member unless the corresponding appointment has yet to reach the end of their two-year term. Each of the five members shall be persons who reside in Surfside and at least three of the five members shall be persons who have experience in any of the following areas: tourism, public relations, marketing, event planning and/or tourism related activities. One town commissioner shall serve as a non-voting ex-officio member of the board.
- (b) *Resiliency member.* One board member shall also possess education and/or experience in sustainability and resiliency, which may include environmental science.
- (c) *Vacancies.* Any vacancies occurring on the board shall be filled at the earliest possible date by the town commission for the remainder of the unexpired term.
- (d) *Reappointment.* Board members shall be eligible for reappointment and shall hold office until their successors have been duly appointed and qualified.
- (e) *Compensation of members.* Members of the board shall serve without compensation but shall be reimbursed for necessary expenses occurred in the performance of the official duties, as shall be determined and pre-approved by the town commission.
- (f) *Acceptance of appointment.* Before serving on the board ~~entering upon the duties of office,~~ each board member shall file a written acceptance of appointment and take and subscribe to the oath of office prescribed by law, which shall be filed in the office of the Town Clerk. Each appointed member ~~is required to~~ shall provide the town clerk with a Form 1-Statement of Financial Interests, within three business days of ~~being appointed~~ appointment to the board.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

- 80 (g) *Removal of members from office; attendance.* A board member may be removed
81 from office only by a majority vote of the entire membership of the town commission;
82 however, whenever a board member shall fail to attend three consecutive meetings
83 without prior notification to the director or town manager, the chairman shall certify
84 such non-attendance to the town commission, and, upon such certification, the board
85 member shall be deemed to have been removed and the Town Commission shall fill
86 the vacancy pursuant to paragraph (c) above.

87 Sec. 70-126. – Power and duties.

88
89 The board shall have the following enumerated powers and duties.

- 90
91 (1) To ~~adopt and/or recommend procedures as it related to~~ recommend to the Town
92 Commission the adoption and/or amendment procedures as they relate to
93 publicity, advertising, promotional events, ~~tourist board~~ and this board's activities.
94
95 (2) To ~~recommend to the Town Commission any expenditure of~~ expend resort tax
96 funds collected pursuant to Chapter 70 of the Town Code, as budgeted by the
97 Town Commission. ~~Specifically, those amounts allocated by the commission~~
98 ~~during their annual budgetary process, the minimum being 34 percent of the resort~~
99 ~~tax collected, to advertising promotion and special events as part of the tourist~~
100 ~~bureau budget.~~
101
102 (3) To ~~recommend to the Town Commission any~~ employ or retain an advertising
103 and/or public relations consultant and/or firm as it relates to specific ~~tourist board~~
104 activities. The tourist board shall designate a member to assist the town manager,
105 upon request, in the process of selecting its a director for the department.
106
107 (4) To ~~recommend to the Town Commission the~~ authorize placement of advertising in
108 various media.
109
110 (5) To organize special events to promote the Town for the promotion of Surfside as
111 a tourist destination, as approved by the Town Commission.
112
113 (6) To create a formalized timely budget plan, in form and substance approved by the
114 town manager, for consideration by the Town Commission during its annual with
115 staff in consultation with the town manager or designee and to submit the budget
116 plan to the town manager every year as part of the budgetary process.
117
118

119 * * *

120
121 **Section 3. Severability.** If any section, sentence, clause or phrase of this
122 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
123 then said holding shall in no way affect the validity of the remaining portions of this
124 ordinance.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes
between first and second reading are indicated with highlighted double strikethrough and double underline.

125
126 **Section 4. Inclusion in the Code.** It is the intention of the Town
127 Commission, and it is hereby ordained that the provisions of this Ordinance shall become
128 and made a part of the Town of Surfside Code of Ordinances, that the sections of this
129 Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word
130 "Ordinance" may be changed to "Section" or other appropriate word.

131
132 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of
133 Ordinances or Resolutions in conflict herewith are hereby repealed.

134
135 **Section 6. Effective Date.** That this Ordinance shall become effective upon
136 adoption.

137
138 **PASSED AND ADOPTED** on first reading this 14th day of May, 2024.

139
140 **PASSED AND ADOPTED** on second reading this ____ day of _____, 2024.

141
142 **First Reading:** **Second Reading:**
143 Motion by: _____ Motion by: _____
144 Second by: _____ Second by: _____

145
146 **FINAL VOTE ON ADOPTION**
147 Commissioner Ruben A. Coto _____
148 Commissioner Nelly Velasquez _____
149 Commissioner Gerardo Vildostegui _____
150 Vice Mayor Tina Paul _____
151 Mayor Charles W. Burkett _____

152
153 _____
154 Charles W. Burkett, Mayor

155 Attest:
156
157 _____
158 Sandra N. McCreedy, MMC
159 Town Clerk

160
161 Approved as to Form and Legal Sufficiency:
162
163 _____
164 Mark Blumstein, Interim Town Attorney

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.



MEMORANDUM

ITEM NO. 4B1.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Mark Blumstein, Interim Town Attorney
Date: June 18, 2024
Subject: **Amending Section 70-122. - Taxes to Constitute Special Fund.**

For the Town Commission to adopt their Ordinance on First Reading.

The proposed amendments seeks to eliminate the special fund within the resort tax fund such that any future expenditures by the Town for publicity, promotion and/or special events approved by the Resort Tax Board may be appropriated from the resort tax fund as budgeted by the Town Commission.

[Ordinance Amending 70-122 - Resort Tax - June 2024](#)

41 ***

42
43 Division 2. – Resort Tax Board

44 ***

45
46
47 Sec. 70-122. – Taxes to constitute special fund.

48
49 The total receipts of the resort tax portion from the tax imposed and levied pursuant
50 to this article shall be kept and maintained in a separate fund and shall in no event be
51 transferred to the general fund. The use of this fund is subject to the budgetary
52 process of the town on a fiscal year basis. A budget for the utilization of this fund must
53 be submitted for the town commission approval as a part of the budget adoption
54 process. ~~A minimum of 34 percent of the fund shall be used for the promotion of the~~
55 ~~tourist industry under the annual tourist bureau budget, which shall include but not be~~
56 ~~restricted to the following: publicity, advertising, promotional events, tourist bureau~~
57 ~~activities.~~

58 * * *

59
60
61 **Section 3.** **Severability.** If any section, sentence, clause or phrase of this
62 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
63 then said holding shall in no way affect the validity of the remaining portions of this
64 ordinance.

65
66 **Section 4.** **Inclusion in the Code.** It is the intention of the Town
67 Commission, and it is hereby ordained that the provisions of this Ordinance shall become
68 and made a part of the Town of Surfside Code of Ordinances, that the sections of this
69 Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word
70 “Ordinance” may be changed to “Section” or other appropriate word.

71
72 **Section 5.** **Conflicts.** Any and all Ordinances and Resolutions or parts of
73 Ordinances or Resolutions in conflict herewith are hereby repealed.

74
75 **Section 6.** **Effective Date.** That this Ordinance shall become effective upon
76 adoption.

77
78 **PASSED AND ADOPTED** on first reading this _____ day of _____, 2024.

79
80 **PASSED AND ADOPTED** on second reading this _____ day of _____, 2024.

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86
Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.

87 **First Reading:**
88 Motion by: _____
89 Second by: _____
90

91 **Second Reading:**
92 Motion by: _____
93 Second by: _____
94

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98

99 **FINAL VOTE ON ADOPTION**
100 Commissioner Ruben A. Coto _____
101 Commissioner Nelly Velasquez _____
102 Commissioner Gerardo Vildostegui _____
103 Vice Mayor Tina Paul _____
104 Mayor Charles W. Burkett _____
105

106
107
108 _____
Charles W. Burkett, Mayor

109 Attest:
110
111 _____
112 Sandra N. McCready, MMC
113 Town Clerk
114

115 Approved as to Form and Legal Sufficiency:
116
117
118 _____
119 Mark Blumstein, Interim Town Attorney

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double strikethrough~~ and double underline.



MEMORANDUM

ITEM NO. 4B2.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Mark Blumstein, Interim Town Attorney
Date: June 18, 2024
Subject: **Ordinance Amending Section 90-70 Sign Code**

Approve the Amended Ordinance exempting Town signs from Sign Code and limiting non-conforming signs.

Exempting signs placed by or erected by the Town. Limiting and exempting particular non-conforming signs

[Ordinance Amending Sign Ordinance](#)

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-70 et. seq. OF ARTICLE VI. – “SIGNS”, CHAPTER 90 OF THE TOWN CODE, TO AMEND THE EXEMPT SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) repealed and replaced its Sign Ordinance by Ordinance 2014-1624 (“Town of Surfside Sign Code”); and

WHEREAS, the Town has set forth exemptions to the Town of Surfside Sign Code pursuant to Section 90-70, 90-73 and 90-75 of the Town Code; and

WHEREAS, the Town Commission desires to expand exemptions thereunder so as to exempt any signs erected or placed by the Town; and

WHEREAS, to achieve the Town’s objectives, the Town Commission seeks to amend Section 90-70, Section 90-73 and Section 90-75 to exempt the Town from complying with the Town of Surfside Sign Code; and

WHEREAS, the Town Commission further seeks to amend the provisions of Section 90-76.1 to limit non-conforming signs in Town; and

WHEREAS, the Town Commission finds that amending the foregoing Sections of the Town of Surfside Sign Code is in the best interest and welfare of the Town.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:

Section 1. **Recitals Adopted.** The above-stated recitals are hereby adopted and confirmed.

Section 2. **Town Code Amended.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 90-70(b), “Sign permits”, as follows:

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.

Chapter 90 – Zoning

Article VI. – Signs

Sec. 90-70. – Sign permits.

(b) *Exempt signs.* The following signs are allowed and exempt from permit requirements:

- (1) National flag. A flag displayed in a window shall not exceed 20 percent of the window glass area.
- (2) Banners erected by the town including street pole banners.
- (3) Non-illuminated numerical address.
- (4) Open/closed sign suspended behind a glass window or door provided the sign does not exceed one (1) square foot. The sign may be illuminated by white internal illumination. Illuminated signs shall not be allowed to blind intermittently.
- (5) Non-illuminated business hours sign suspended behind a glass window or door provided the sign does not exceed one square foot.
- (6) All temporary signs as provided in section 90-74.
- (7) Menu sign not exceeding two square feet displayed on the wall, window, or front door of a sit-down restaurant within the SD-B40 district only.
- (8) Plastic or metal wall sign not larger than 16 inches in width and five inches in height stating “Managed by _____” with the name of the individual, partnership or corporation or equivalent that manages a building.
- (9) Fumigation warning sign as required by the Department of Agriculture and Consumer Services.
- (10) Any sign placed by or erected by the Town.

* * *

Sec. 90-73. – Permanent signs by district.

(b) *H30, H40, MU and H120 zoning districts.*

(3) *Permitted signs.*

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double strikethrough~~ and double underline.

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b. *Monument sign.* One monument sign shall be permitted per street frontage. The maximum sign area shall not exceed ~~25~~ 30 square feet. The maximum height shall not exceed ~~five~~ six feet from the ground. Signs shall maintain a five-foot setback from all property lines and no portion shall be permitted to project within this five-foot setback area. Signs are required to be landscaped at the base. Signs may be internally or externally illuminated.

Sec. 90-75. – Prohibited signs.

No sign shall be erected, constructed, or affixed in violation of the provisions of these regulations, and any sign not specifically provided for and permitted by these regulations shall be prohibited. Except for signs placed by or erected by the Town, ~~None~~ of the following signs shall be erected, constructed, or affixed in the town except as otherwise permitted by the Code:

Sec. 90-76.1. – Non-conforming signs.

(a) *Sign amortization.* All ~~legally permitted~~ signs requiring a permit from the Town which become non-conforming by the provisions of this Code shall be replaced with a conforming sign within ~~three years~~ one year of the effective date of the ordinance from which this article derives.

(b) Non-conforming signs shall be immediately replaced if any of the following conditions exist during the amortization period.

- (1) There is additional development of a site.
- (2) There is a change in use, occupancy, or tenant.
- (3) There is a change in sign copy (with the exception of window signs).
- (4) There is a structural sign alteration or repair.
- (5) There is sign damage by any cause which exceeds 50 percent of the sign as determined by the building official.
- (6) There is removal of a sign.
- (7) The sign is located in the H30A, H30B and H30C zoning districts.

(c) *Sign relocation.* Non-conforming signs shall not be permitted to be relocated.

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

131 **Section 3. Severability.** If any section, sentence, clause or phrase of this
132 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
133 then said holding shall in no way affect the validity of the remaining portions of this
134 ordinance.

135
136 **Section 4. Inclusion in the Code.** It is the intention of the Town
137 Commission, and it is hereby ordained that the provisions of this Ordinance shall become
138 and made a part of the Town of Surfside Code of Ordinances, that the sections of this
139 Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word
140 "Ordinance" may be changed to "Section" or other appropriate word.

141
142 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of
143 Ordinances or Resolutions in conflict herewith are hereby repealed.

144
145 **Section 6. Effective Date.** That this Ordinance shall become effective upon
146 adoption.

147
148 **PASSED AND ADOPTED** on first reading this ____ day of ____, 2024.

149
150 **PASSED AND ADOPTED** on second reading this ____ day of _____, 2024.

151
152 **First Reading:**

153 Motion by: _____

154 Second by: _____

152 **Second Reading:**

153 Motion by: _____

154 Second by: _____

155
156 **FINAL VOTE ON ADOPTION**

157 Commissioner Ruben A. Coto _____

158 Commissioner Nelly Velasquez _____

159 Commissioner Gerardo Vildostegui _____

160 Vice Mayor Tina Paul _____

161 Mayor Charles W. Burkett _____

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164 _____
164 Charles W. Burkett, Mayor

165 Attest:

166
167 _____

168 Sandra McCready, MMC

169 Town Clerk

170
171 Approved as to Form and Legal Sufficiency:

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173
174 _____
175 Mark Blumstein, Interim Town Attorney

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.



MEMORANDUM

ITEM NO. 4B3.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Mark Blumstein, Interim Town Attorney
Date: June 18, 2024
Subject: **Ordinance Amending Purchasing Authority by Town Manager**

Approve Ordinance Amending Purchasing Authority by Town Manager

The Town Commission seeks to limit the authority of the Town Manager to expend appropriated funds without Town Commission approval for emergencies only for expenditures greater than \$15,000.00 and less than \$25,000.00.

[Ordinance Amending Chapter 3 - Purchasing](#)

40 **Chapter 3 – PURCHASING**

41 ***

42
43
44
45 **Sec. 3-6. – Purchasing limitations; effect on competitive bidding requirement.**

46
47 (a) Purchases less than \$15,000.00. Purchases of, or contracts for, materials,
48 supplies, equipment, improvements or services for which funds are provided
49 in the budget, where the total amount to be expended within a fiscal year is
50 not in excess of \$15,000.00 may be made or entered into by the town
51 manager without submittal to the town commission and without competitive
52 bidding. Single purchases or contracts in excess of \$15,000.00 shall not be
53 broken down to amounts less than \$15,000.00 to avoid the requirements of
54 this section.

55
56 (b) Purchases of \$15,000.00 or more but less than \$25,000.00. Purchases of, or
57 contracts for, materials, supplies, equipment, improvements, or services for
58 emergencies only and for which funds are provided in the budget, where the
59 total amount to be expended within a fiscal year is \$15,000.00 or more, but
60 which do not exceed \$25,000.00 may be made, or entered into, by the town
61 manager without submittal to the town commission, but shall require
62 compliance with the competitive bidding requirements set forth in subsection
63 3-7(a) of this chapter, unless waived by the town manager. Single purchases
64 or contracts in excess of \$25,000.00 shall not be broken down to amounts
65 less than \$25,000.00 to avoid the requirements of this section.

66 ***

67
68 **Section 3. Severability.** If any section, sentence, clause or phrase of this
69 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
70 then said holding shall in no way affect the validity of the remaining portions of this
71 ordinance.

72
73 **Section 4. Inclusion in the Code.** It is the intention of the Town
74 Commission, and it is hereby ordained that the provisions of this Ordinance shall become
75 and made a part of the Town of Surfside Code of Ordinances, that the sections of this
76 Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word
77 “Ordinance” may be changed to “Section” or other appropriate word.

78
79 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of
80 Ordinances or Resolutions in conflict herewith are hereby repealed.

81
82 **Section 6. Effective Date.** That this Ordinance shall become effective upon
83 adoption.

84
85
Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.

86 **PASSED AND ADOPTED** on first reading this _____ day of _____, 2024.

87
88 **PASSED AND ADOPTED** on second reading this _____ day of _____, 2024.

89
90
91 **First Reading:**

92 Motion by: _____

93 Second by: _____

94
95 **Second Reading:**

96 Motion by: _____

97 Second by: _____

98
99
100 **FINAL VOTE ON ADOPTION**

101 Commissioner Ruben A. Coto _____

102 Commissioner Nelly Velasquez _____

103 Commissioner Gerardo Vildostegui _____

104 Vice Mayor Tina Paul _____

105 Mayor Charles W. Burkett _____

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109 _____
110 Charles W. Burkett, Mayor

111 Attest:
112 _____
113 Sandra McCready, MMC
114 Town Clerk

115
116 Approved as to Form and Legal Sufficiency:

117
118
119 _____
120 Mark Blumstein, Interim Town Attorney

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double strikethrough~~ and double underline.



MEMORANDUM

ITEM NO. 4B4.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Mark Blumstein, Interim Town Attorney
Date: June 18, 2024
Subject: **Ordinance Imposing Homeless and Domestic Violence Tax**

Approve Ordinance Adopting Homeless and Domestic Violence Tax

See corresponding, proposed Resolution

[Ordinance Imposing Homeless Tax](#)

38 election, this tax will become effective on the first day of January following the date of that
39 election.
40

41 **Section 3. Clerk to Distribute.** If this tax is approved by the voters, the
42 Town Clerk shall transmit documentation of the levying of the tax to the Florida
43 Department of Revenue and to the Miami-Dade County Tax Collector.
44

45 **Section 4. Conflicts.** Any and all Ordinances and Resolutions or parts of
46 Ordinances or Resolutions in conflict herewith are hereby repealed to the extent of such
47 conflict.
48

49 **Section 5. Effective Date.** This Ordinance shall become effective immediately
50 upon its adoption.
51

52 **PASSED AND ADOPTED** on first reading this _____ day of _____, 2024.
53

54 **PASSED AND ADOPTED** on second reading this _____ day of _____, 2024.
55

56 **First Reading:**

57 Motion by: _____

58 Second by: _____
59

60 **Second Reading:**

61 Motion by: _____

62 Second by: _____
63

64 **FINAL VOTE ON ADOPTION**

65 Commissioner Ruben A. Coto _____
66 Commissioner Nelly Velasquez _____
67 Commissioner Gerardo Vildostegui _____
68 Vice Mayor Tina Paul _____
69 Mayor Charles W. Burkett _____
70

71 _____
72 Charles W. Burkett, Mayor

73 Attest:

74 _____
75
76 Sandra McCready, MMC
77 Town Clerk
78

79 Approved as to Form and Legal Sufficiency:
80
81
82

83 _____
Mark Blumstein, Interim Town Attorney

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.



MEMORANDUM

ITEM NO. 4B5.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Mark Blumstein, Interim Town Attorney
Date: June 18, 2024
Subject: **An Ordinance Amending Town Code of Ethics**

Approve the proposed amended Ordinance to strengthen the Town Code of Ethics

Elected Officials, past and present, should not personally benefit from votes cast for services rendered for Town residents, businesses or properties. The prohibition should apply while in office and following same for two years.

[Ordinance Amending Article VII - Code of Ethics - June 2024](#)

33 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated
34 herein by this reference.

35 **Section 2. Town Code Amended.** Article VII. – “Code of Ethics” of the Surfside
36 Town Code of Ordinances is hereby amended and shall read as follows:

37
38 **ARTICLE VII. - CODE OF ETHICS**

39 ***

40
41
42
43 **Sec. 2-230. - Exploitation of official position prohibited.**

44
45 (a) No advisory personnel, autonomous personnel, candidate, commissioner,
46 departmental personnel, employees, officers or quasi-judicial personnel shall
47 use or attempt to use an official position to secure special privileges or
48 exemptions for that person or others ~~except as may be specifically permitted~~
49 ~~by other ordinances and resolutions previously adopted or hereafter adopted~~
50 ~~by the town commission.~~ Notwithstanding any provision of this Code of Ethics,
51 no elected official who votes on an item may thereafter benefit, financially or
52 as otherwise precluded by this Code of Ethics, directly or indirectly, from work
53 or services rendered for any person, property or business located in Town
54 resulting from said vote.

55
56 (b) Continuing application for two (2) years after town service.

57
58 (1) No person who has served as an elected town official shall for a period of
59 two (2) years after his or her town service has ceased, lobby any town
60 commissioner, officer or departmental personnel or employee in connection
61 with any judicial or other proceeding, application, RFP, RFQ, bid, contract,
62 claim, controversy, charge, accusation, arrest or other particular subject
63 matter in which the town or one of its departments or instrumentalities is a
64 party or has any interest whatever, whether direct or indirect. Further, upon
65 leaving elected office and for two (2) years thereafter, no former elected
66 official may benefit, financially or as otherwise precluded by this Code of
67 Ethics, directly or indirectly, from work or services rendered for any person,
68 property or business located in Town resulting from any vote on an item made
69 as an elected official.

70
71 (2) No former advisory personnel, autonomous personnel, officer or quasi-
72 judicial personnel shall for a period of two (2) years after his or her town
73 service has ceased, lobby the town board or committee on which he or she
74 served in connection with any matter related to the board or committee's
75 enforcement, oversight or authority.

76
Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes
between first and second reading are indicated with ~~highlighted double strikethrough~~ and double underline.

77
78
79 **Sec. 2-233. - Conflict of interest.**
80

81 To avoid misunderstandings and conflict of interests, which could arise, the
82 following policy will be adhered to by employees and officers of the town. This policy
83 is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and
84 employees.
85

- 86 (1) Employees and officers shall not accept any gifts, favors, or services
87 that may reasonably tend to improperly influence them in the discharge
88 of their official duties;
- 89 (2) Employees and officers shall not use or attempt to use their position to
90 secure special privileges or exemptions for themselves or others;
- 91 (3) Employees and officers shall not accept employment or engage in any
92 business or professional activity, which they may reasonably expect,
93 would require or induce them to disclose confidential information
94 acquired by them by reason of their official position;
- 95 (4) Employees and officers shall not disclose confidential information gained
96 by reason of their official position, nor shall they otherwise use such
97 information for their personal gain or benefit;
- 98 (5) Employees and officers shall not have personal investment in any
99 enterprise, which will create a conflict between their private interest and
100 the public interest;
- 101 (6) Employees and officers shall disclose to the town clerk, upon a form
102 created by the town clerk, any direct or indirect interest in any for profit
103 business relationship and any interest in real property which the
104 employees and officers hold with any other employee or officer;
- 105 (7) In addition to the foregoing, town commissioners shall disclose to the
106 town clerk, upon a form created by the town clerk, any direct or indirect
107 interest in non-homesteaded real property located within the town within
108 30 days upon purchasing said property. (Upon the passage of this
109 article, the town commissioners shall have 30 days from the effective
110 date, to file disclosure.) Thereafter, the town commissioners will be
111 required to file the real property disclosure in accordance with this sub-
112 paragraph (7) on a yearly basis along with his/her Form 1. However, if
113 for any reason the town clerk does not receive same, s/he shall, in writing
114 and via certified mail, request such official who has failed to file the
115 required disclosure to do so. Thereafter, failure to make this filing, within
116 ten days from receipt of the clerk's notice, shall result in the same
117 penalties as failure to file a Form 1 disclosure as required by the county
118 and state.
- 119 (8) Notwithstanding any other provision of this Code of Ethics, all elected
120 officials in office shall, on January 15 and July 15 of each year, or the
121 first business day thereafter if a non-workday, beginning in the year
122 2025, declare to the Town Clerk in writing, all sources of income, passive

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123 or active, directly or indirectly, from work or services rendered for any
124 person, property or business located in Town for the time period between
125 the current and past report. If none, the declaration is still required and
126 shall state None.

127
128 ***

129
130 **Section 3. Severability.** If any section, sentence, clause or phrase of this
131 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
132 then said holding shall in no way affect the validity of the remaining portions of this
133 ordinance.

134
135 **Section 4. Inclusion in the Code.** It is the intention of the Town
136 Commission, and it is hereby ordained that the provisions of this Ordinance shall become
137 and made a part of the Town of Surfside Code of Ordinances, that the sections of this
138 Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word
139 “Ordinance” may be changed to “Section” or other appropriate word.

140
141 **Section 5. Conflict.** Any and all Ordinances and Resolutions or parts of
142 Ordinances or Resolutions in conflict herewith are hereby repealed.

143
144 **Section 6. Effective Date.** This Ordinance shall become effective upon
145 adoption.

146
147 **PASSED AND ADOPTED** on first reading this ____ day of ____, 2024.

148
149 **PASSED AND ADOPTED** on second reading this ____ day of _____, 2024.

150
151 **First Reading:**

152 Motion by: _____
153 Second by: _____

154
155 **Second Reading:**

156 Motion by: _____
157 Second by: _____

158
159 **FINAL VOTE ON ADOPTION**

160 Commissioner Ruben A. Coto _____
161 Commissioner Nelly Velasquez _____
162 Commissioner Gerardo Vildostegui _____
163 Vice Mayor Tina Paul _____
164 Mayor Charles W. Burkett _____

165
166
167 _____
168 Charles W. Burkett, Mayor

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and **double underline**.

169 Attest:

170

171

172 _____
Sandra N. McCready, MMC

173 Town Clerk

174

175 Approved as to Form and Legal Sufficiency:

176

177

178 _____

179 Mark Blumstein, Interim Town Attorney

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MEMORANDUM

ITEM NO. 4B6.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **An Ordinance creating a Code provision to prohibit Nondisclosure and Non-disparagement agreements.**

To approve the proposed Ordinance prohibiting use of nondisclosure and non-disparagement agreements.

The Town has a practice of silencing terminated employees by requiring them to be bound by nondisclosure and/or non-disparagement agreements. The Town Commission now seeks to end that practice with limited exceptions.

[Ordinance - NDA - June 2024](#)

36 applicants or employees, present or past, from being able to speak openly about their
37 prospective, current, or past Town service through the imposition of nondisclosure and/or
38 non-disparagement agreements. Such applicants and employees, present or past, should
39 ordinarily be permitted to speak openly about their prospective, current, or past Town
40 service; and

41 **WHEREAS**, by enacting this ordinance, the Town intends to restrict the ability of
42 the Town from requiring applicants for employment or employees, current and past, to
43 enter into nondisclosure and/or non-disparagement agreements as a condition of
44 employment. Absent select circumstances, the Town intends to prohibit enforcement of
45 same and deem them void as against public policy and of no legal force and effect.
46 Further, the Town intends that this ordinance be liberally construed to further the
47 fundamental principle that Town government be conducted transparently and in public to
48 the greatest extent possible.

49
50 **NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE**
51 **HEREBY ORDAINS:**

52
53 **Section 1.** **Recitals Adopted.** The above-stated recitals are hereby adopted
54 and confirmed.

55
56 **Section 2.** **Town Code Amended.** The Code of Ordinances of the Town of
57 Surfside, Florida is hereby amended by adding Section 2-153. "Nondisclosure and Non-
58 disparagement Agreements", as follows:

59
60 Article IV. – Officers and Employees

61 * * *

62
63 Section 2-153. – Nondisclosure and Non-disparagement Agreements

64 * * *

65
66 **2-153. Nondisclosure and non-disparagement agreements.**

67
68 (1) The Town shall not make it a condition of employment that any Town
69 employee execute a contract or other form of agreement that prohibits, prevents, or
70 otherwise restricts the disclosure of factual circumstances concerning the employee's
71 employment with the Town, including the disparagement of elected officials and Town

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72 government, unless the prohibition or restriction in the contract or agreement is necessary
73 to prevent disclosure of:

74 (a) The employee's identity, facts that might lead to the discovery of the
75 employee's identity, or factual circumstances relating to the employment that reasonably
76 implicate legitimate privacy interests of the employee who is a party to the agreement;

77 (b) If the employee elects in the employee's sole and absolute discretion
78 to restrict disclosure of the employee's identity or such facts and circumstances;

79 (c) personal identification information, as defined in Section
80 817.5685(1), Florida Statutes; or matters that are required to be kept confidential by
81 federal law or regulations, the state constitution, state law, state regulations, or state
82 rules, or a court of law or as attorney-client privileged communications, as privileged work
83 product, as communications related to a threatened or pending legal or administrative
84 action, or as materials related to personnel or regulatory investigations by the employer;

85 (d) Trade secrets or other confidential or sensitive information provided
86 to or made accessible to the employee by a current or prospective contractor, vendor,
87 grantee or as part of a public-private partnership, or entity working with the Town;

88 (e) Trade secrets or other confidential or sensitive information provided
89 to or made accessible to the employee by the Town's current or prospective customer,
90 contractor, lessee, lessor, business partner, or affiliate;

91 (f) Trade secrets or other confidential or sensitive information provided
92 to or made accessible to the employee by a purchaser or seller of property that is engaged
93 in negotiations or under contract with the Town;

94 (g) Information bearing on the specialized details of security
95 arrangements or criminal investigations including for elected officials or other individuals,
96 physical infrastructure, or cybersecurity;

97 (h) Information derived from communications of the Town related to
98 threatened or pending legal or administrative action;

99 (i) Discussions that occur in an executive session authorized by Section
100 286.011, Florida Statutes;

101 (j) Trade secrets or information derived from trade secrets or proprietary
102 information of the Town;

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103 (k) Information and records not subject to disclosure under Chapter 119,
104 Florida Statutes; or

105 (l) Trade Secrets Owned by the Town.

106 (2) Any provision in any contract or agreement that violates subsection (1) of
107 this section, which shall be liberally construed, is deemed to be against public policy and
108 is unenforceable against an employee unless the provision is intended to prevent
109 disclosure of:

110 (a) The employee's identity, facts that might lead to the discovery of the
111 employee's identity, or factual circumstances relating to the employment that reasonably
112 implicate legitimate privacy interests of the employee who is a party to the agreement;

113 (b) If the employee elects in the employee's sole and absolute discretion
114 to restrict disclosure of the employee's identity or such facts and circumstances;

115 (c) personal identification information, as defined in Section
116 817.5685(1), Florida Statutes; or matters that are required to be kept confidential by
117 federal law or regulations, the state constitution, state law, state regulations, or state
118 rules, or a court of law or as attorney-client privileged communications, as privileged work
119 product, as communications related to a threatened or pending legal or administrative
120 action, or as materials related to personnel or regulatory investigations by the employer;

121 (d) Trade secrets or other confidential or sensitive information provided
122 to or made accessible to the employee by a current or prospective contractor, vendor,
123 grantee or as part of a public-private partnership, or entity working with the Town;

124 (e) Trade secrets or other confidential or sensitive information provided
125 to or made accessible to the employee by the Town's current or prospective customer,
126 contractor, lessee, lessor, business partner, or affiliate;

127 (f) Trade secrets or other confidential or sensitive information provided
128 to or made accessible to the employee by a purchaser or seller of property that is engaged
129 in negotiations or under contract with the Town;

130 (g) Information bearing on the specialized details of security
131 arrangements or criminal investigations including for elected officials or other individuals,
132 physical infrastructure, or cybersecurity;

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133 (h) Information derived from communications of the Town related to
134 threatened or pending legal or administrative action;

135 (i) Discussions that occur in an executive session authorized by Section
136 286.011, Florida Statutes;

137 (j) Trade secrets or information derived from trade secrets or proprietary
138 information of the Town;

139 (k) Information and records not subject to disclosure under Chapter 119,
140 Florida Statutes; or

141 (l) Trade Secrets Owned by the Town.

142 (3) The Town shall not take any materially adverse employment-related action,
143 including, without limitation, withdrawal of an offer of employment, discharge, suspension,
144 demotion, discrimination in the terms, conditions, or privileges of employment, or other
145 adverse action against an employee on the grounds that the employee does not enter
146 into a contract or agreement deemed to be against public policy and unenforceable under
147 this section. The taking of such a materially adverse employment-related action after an
148 employee has refused to enter into such a contract or agreement is prima facie evidence
149 of retaliation.

150 (4) Any enforcement or attempts to enforce a provision deemed by a court as
151 against public policy and unenforceable pursuant to this section may give rise to liability
152 for the employee's reasonable attorney's fees and costs in defending against the action.

153 (5) An action to enforce a provision of this section must be brought in the circuit
154 court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida or the district
155 court for the Southern District of Florida, as applicable.

156 (6) A settlement agreement between the Town and an employee of the Town
157 must be signed by both the Town and the employee.

158 (7) A nondisclosure agreement may not prohibit the release of information
159 required to be released under Chapter 119, Florida Statutes.

160 (8) Nothing in this section prevents the Town from requiring an employee to
161 enter into a nondisclosure agreement with a third party in the employee's official capacity
162 and on behalf of the Town.

163

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- 164 (9) As used in this section:
165 (a) "Condition of Employment" means an employment-related policy,
166 practice, requirement, or restriction dictated by the Town that an individual must agree to
167 abide by to be hired by or retain employment with the Town.
168 (b) "Employee" means an applicant for employment with or current or
169 past employee of the Town.

170 * * *

171 **Section 3. Severability.** If any section, sentence, clause or phrase of this
172 ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
173 then said holding shall in no way affect the validity of the remaining portions of this
174 ordinance.

175 **Section 4. Inclusion in the Code.** It is the intention of the Town
176 Commission, and it is hereby ordained that the provisions of this Ordinance shall become
177 and made a part of the Town of Surfside Code of Ordinances, that the sections of this
178 Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word
179 "Ordinance" may be changed to "Section" or other appropriate word.

180 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of
181 Ordinances or Resolutions in conflict herewith are hereby repealed.

182 **Section 6. Effective Date.** This Ordinance shall become effective upon
183 adoption.

184
185 **PASSED AND ADOPTED** on first reading this ____ day of _____, 2024.

186
187 **PASSED AND ADOPTED** on second reading this ____ day of _____, 2024.

188
189 **First Reading:**

190
191 Motion by: _____

192
193 Second by: _____

194
195 **Second Reading:**

196
197 Motion by: _____

198
199 Second by: _____

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough** and double underline.

200 **FINAL VOTE ON ADOPTION**

201

202 Commissioner Ruben A. Coto _____

203

204 Commissioner Nelly Velasquez _____

205

206 Commissioner Gerardo Vildostegui _____

207

208 Vice Mayor Tina Paul _____

209

210 Mayor Charles W. Burkett _____

211

212

213

214 _____
Charles W. Burkett, Mayor

215 Attest:

216

217

218 _____
Sandra N. McCready, MMC

219 Town Clerk

220

221 Approved as to Form and Legal Sufficiency:

222

223

224

225 _____
Mark Blumstein, Interim Town Attorney

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MEMORANDUM

ITEM NO. 5A.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Resolution Authorizing the Town Manager to Execute a Grant Agreement with the State and Expend Funds for a Town Comprehensive Vulnerability Assessment and Adaptation Plan**

Town Administration recommends that the Town Commission authorize the Town Manager to execute a Grant Agreement with the State for the grant-funded scope of work as outlined in the Grant Agreement and expend up to \$300,000 for scope of work outlined.

In October of 2023, the FDEP and the Town of Surfside entered into a grant-funded agreement to complete a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as the development of the Town Hall's Emergency Operations Center Adaptation Plan. The FDEP awarded the Town \$300,000 under the Resilient Florida Grant program to conduct the scope of work with no match required.

Concurrently, the Town issued RFQ 2023-06 on October 31, 2023, requesting additional continuing professional architectural, engineering, landscape architectural, surveying and mapping services. The Town identified additional firms that were capable of performing the project scope of work.

[Resolution - FDEP Grant - June 2024](#)

[FDEP Grant Agreement 23PLN90](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A GRANT AWARD AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR A COMPREHENSIVE VULNERABILITY ASSESSMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has been awarded a grant by the State of Florida Department of Environmental Protection (“State”), in the amount of \$300,000.00 (“Grant”) for the Town’s Comprehensive Vulnerability Assessment and Adaptation Plan (the “Project”); and

WHEREAS, the Grant in the amount of \$300,000.00 is to conduct the Project and develop an Adaptation Plan for the Town’s Emergency Operations Center; and

WHEREAS, the Town desires to accept the Grant and enter into a Standard Grant Agreement with the State in substantially the form attached hereto as Exhibit “A” (the “Grant Agreement”); and

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Acceptance and Approval. The Town Commission hereby approves and accepts the Grant from the State in the amount of \$300,000.00 and approves the Grant Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization to Execute Grant Agreement, Amendments. The Town Manager is authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit "A," and any amendments and/or renewals to the Grant Agreement, subject to the approval as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions necessary to implement the Grant Agreement, and any amendments and/or renewals thereto, and for the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2024.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Gerardo Vildostegui _____
Commissioner Ruben A. Coto _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

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

Town Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard _____ (Department)
Tallahassee, Florida 32399-3000

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$

6. Department's Grant Manager Name: _____ Address: _____ Phone: _____ Email: _____	Grantee's Grant Manager Name: _____ Address: _____ Phone: _____ Email: _____
--	--


7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3: Grant Work Plan
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

By  H.G.
 (Authorized Signature) _____ Date Signed _____

Print Name and Title of Person Signing _____

State of Florida Department of Environmental Protection **DEPARTMENT**
 By Alex Paul 10/31/2023
 Secretary or Designee Date Signed

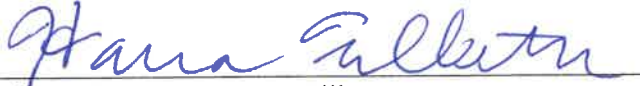
Print Name and Title of Person Signing _____

Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Charles Neuhauser



DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

4 of 13

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN90**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Surfside Comprehensive Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN90**

ATTACHMENT 3

PROJECT TITLE: Town of Surfside Comprehensive Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in the Town of Surfside within Miami-Dade County, Florida.

PROJECT DESCRIPTION:

The Town of Surfside (Grantee) will complete the Town of Surfside Comprehensive Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as the development of the Town Hall's Emergency Operations Center (EOC) Adaptation Plan (AP).

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **1.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **1.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **1.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 2: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must

adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **2.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 3: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **3.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **3.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 4: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **4.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **4.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **4.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 5: Adaptation Plan for Town Hall EOC

Description: The Grantee will complete an AP for the Town Hall EOC that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include

DEP Agreement No.: 23PLN90

Page 2 of 4

optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized Town Hall EOC projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Town Hall EOC Adaptation Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$15,000	\$0.00	\$15,000	Upon Execution	6/30/2026
2	Exposure Analysis	Contractual Services	\$25,000	\$0.00	\$25,000	Upon Execution	6/30/2026
3	Sensitivity Analysis	Contractual Services	\$25,000	\$0.00	\$25,000	Upon Execution	6/30/2026
4	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$180,000	\$0.00	\$180,000	Upon Execution	6/30/2026
5	Adaptation Plan for Town Hall EOC	Contractual Services	\$55,000	\$0.00	\$55,000	Upon Execution	6/30/2026
Total:			\$300,000	\$0.00	\$300,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$300,000.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$300,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department’s website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as “508 Compliant,” in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department’s logo (which can be found on the Department’s website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Attachment 8

2 of 6

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

Attachment 8

3 of 6

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

Attachment 8

5 of 6

workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 23PLN90

**TOWN OF SURFSIDE COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION
PLAN**

Town of Surfside

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 23PLN90

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number:

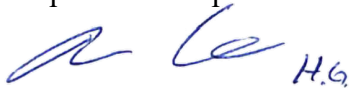
Project Title:

Grantee:

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.



Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: _____

Project Title: _____

Grantee: _____

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department’s GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department’s GIS Data Standards and include the following three (3) items:			
b	<input type="checkbox"/>	Geospatial data in an electronic file format.	
c		GIS metadata.	
d	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

		<input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



MEMORANDUM

ITEM NO. 5B.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Resolution Urging NIST to Expedite Final Report of Investigation of CTS Collapse**

Approve Resolution Urging NIST to Expedite Final Report of Investigation into CTS Collapse

NIST has been investigating the CTS Collapse for years and the Final Report is presently not expected until September 2025. The family members of the lives lost and the Town needs closure as soon as possible.

[Resolution_-_NIST_Investigation](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE NATIONAL CONSTRUCTION SAFETY TEAM OF THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, AN AGENCY OF THE UNITED STATES DEPARTMENT OF COMMERCE (“NIST”) TO EXPEDITE ISSUANCE OF ITS FINAL REPORT INTO THE PARTIAL COLLAPSE OF CHAMPLAIN TOWERS SOUTH; PROVIDING FOR TRANSMITTAL OF RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Champlain Towers South (“CTS”) located in the Town of Surfside, Florida (“Town”) partially collapsed on June 24, 2021 and this year marks the third anniversary of this tragedy; and

WHEREAS, NIST has been charged by the Government of the United States of America to determine, among other items, the cause of the CTS collapse; and

WHEREAS, in its annual report to the United States Congress dated 18 December 2023, NIST reported “that technical work likely will be completed in late June 2024 and the final report issued a year after that . . . due to [unexplained] conditions out of NIST’s control”; and

WHEREAS, as of March 2024, NIST does not anticipate completing and issuing its final report into the cause of the CTS collapse until the end of September 2025; and

WHEREAS, the Town has been hindered and hampered by NIST to make its own investigation into the cause of the CTS collapse by, among other reasons, preventing the Town from accessing and testing samples from the CTS collapse collected and maintained by NIST; and

WHEREAS, the Town has ceased its independent investigation into the CTS collapse after having expended millions of dollars because the Town was not provided access by NIST to test the materials exclusively in NIST’s possession, custody or control; and

WHEREAS, the Town has an interest in bringing closure to the family members of the ninety-eight (98) residents who perished following the CTS collapse; and

WHEREAS, the Town is in the process of developing a Memorial in honor of the lives lost during the CTS collapse and to explain to visitors how and why this happened so that such a tragedy does not befall anyone else residing in the Town, Miami-Dade County, the State of Florida and the United States of America.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:

Section 1. Recognition of NIST Investigation of the CTS Collapse. The Town Commission hereby recognizes that NIST is investigating the cause of the CTS collapse, and that it anticipates publishing its final report setting forth its findings and conclusions as to the cause of the CTS collapse by September 2025.

Section 2. Urging NIST to Expedite Issuance of its Final Report. The Town Commission strongly urges NIST to complete its technical work by June 2024 and issue its final report by December 2024 to bring closure to the family members of the ninety-eight (98) souls lost following the CTS collapse.

Section 3. Transmittal of Resolution. The Town Clerk is directed to forward a copy of this resolution to the President of the United States; the Honorable Frank Lucas, Chairman, Committee on Science, Space, and Technology, United States House of Representatives; NIST; all members of the U.S. House of Representatives representing Florida districts; and to U.S. Senators Marco Rubio and Rick Scott.

Section 4. Severability. If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of June, 2024.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto _____
Commissioner Nelly Velasquez _____
Commissioner Gerardo Vildostegui _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

Mark Blumstein, Interim Town Attorney



MEMORANDUM

ITEM NO. 5C.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Resolution Calling for a Special Election on November 5, 2024 Amending the Town Charter and Calling for Ballot Questions**

Town Administration recommends approval of the attached resolution.

The Town Commission seeks to amend the Town Charter to limit residential uses in particular zoning districts in Town. The last Charter Review Committee identified provisions of the Town Charter no longer applicable and/or superseded by Florida law.

The proposed Resolution seeks to place ballot questions on the November 5, 2024 ballot, thereby providing an opportunity for Town Electors to modify the Charter and remove Articles and Sections no longer applicable and/or superseded by Florida law.

[Resolution - Charter Amendments - June 14 2024-Final.docx](#)

RESOLUTION NO. 2024- _____

AN RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A SPECIAL ELECTION ON NOVEMBER 5, 2024, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA PROPOSED AMENDMENTS TO THE TOWN CHARTER PURSUANT TO SECTION 97.1 OF THE TOWN CHARTER; APPROVING REQUISITE BALLOT LANGUAGE; PROVIDING FOR COPIES OF THE TEXT OF THE CHARTER AMENDMENTS TO BE MADE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Commission recognizes the importance of quality of life for Town residents by: (1) limiting residential uses on lots west of Collins Avenue and east of Harding Avenue to multi-dwelling structures or townhouse only; (2) limiting residential uses on lots west of Harding Avenue to detached, single-family structures only; (3) excluding those lots zoned Municipal (MU), CF and SD-B40; and (4) restricting these amendments, upon becoming effective, from repeal, revision, amendment or change without the unanimous vote of the Town Commission and at least 60% of the Town Electors; and

WHEREAS, the Town Commission also recognizes that subdividing lots, thereby making them smaller, impacts the quality of life for residents and should only be approved with the unanimous vote of the Town Commission; and

WHEREAS, the Town Commission recognizes the importance of fiscal responsibility to preserving the quality of life for its residents by ensuring that promises made are promises kept to the Town; and

WHEREAS, the Town Commission seeks to remove from the Town Charter all provisions no longer applicable and/or superseded by Florida law; and

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WHEREAS, to submit amendments of the Town Charter to the electors of the Town, the Town Commission must approve legally sufficient ballot language via resolution and transmit same to the Miami-Dade County Supervisor of Elections, together with an appropriate request for a special election, thereby authorizing the Miami-Dade County Elections Department to take the actions necessary to administer the special election for the Town; and

WHEREAS, the Town Commission has prepared and considered the ballot language contained herein, and, after careful deliberation and upon the recommendation of the Town Attorney, the Town Commission finds the ballot language as provided herein to be legally sufficient; and

WHEREAS, pursuant to Section 97.1 of the Town Charter and Section 6.03 of Miami-Dade County Code, the Town Commission seeks to provide the requisite ballot language for submission to the Town Electors, to provide copies of the amendments to be available for public inspection, and to direct the Town Clerk to request and utilize the services of the Miami-Dade County Supervisor of Elections to administer a special election by placing the following ballot questions on the November 5, 2024 United States presidential election ballot.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by reference.

Section 2. Special Election Called. A special election is hereby called and requested of the Miami-Dade County Supervisor of Elections, to run concurrent with, and by placing the following ballot questions, on the November 5, 2024 U.S. Presidential Election ballot to amend the Town's Charter. The Town Clerk is hereby directed to request and utilize the services of the Miami-Dade County Supervisor of Elections to administer the election.

Section 3. Charter Amendments. The following language shall be placed on the ballot to be presented to the voters.

* * *

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“Pursuant to the Charter, and subject to the majority vote of qualified electors at the special election set forth herein, the Charter of the Town of Surfside, Florida, is hereby amended to read as follows:

ARTICLE I. – INCORPORATION; FORM OF GOVERNMENT; POWERS

* * *

Sec. 4. – General powers of town; powers not deemed exclusive.

The town shall have all the powers granted to municipal corporations and to towns by the constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The town may acquire property within or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease. The Town shall not sell, lease for a term in excess of three years or exchange any Town-owned real property, unless such sale, lease or exchange is approved by at least four (4) members of the Town Commission and a minimum of 60% of the Town electors voting at a regularly scheduled general election or special election of the voters of the Town on such proposed sale, lease or exchange of Town-owned real property. This restriction shall not apply to existing leases entered into prior to the effective date of this provision, nor shall it apply to any utility, easements or rights-of-way. Except as prohibited by the constitution of this state or restricted in this Charter, the town shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the town shall have and may exercise all powers which, under the constitution of this state, it would be competent for this Charter specifically to enumerate.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever

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provisions are most restrictive, which were in effect in 2004. Lot area of lots shall only include the area or acreage within the lot lines of a lot, except that for properties east of Collins Avenue lot area shall be limited to the area bounded by the north, south and west lot lines and the Bulkhead Line on the east (not the Erosion Control Line). Height for properties east of Collins Avenue shall be measured from the elevation determined by the Florida Department of Environmental Protection for the first floor as of 2004 of +16.63 NAVD. such that the maximum height of 120 feet to the structured roof shall not exceed +136.63 NAVD. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a minimum 60% vote of the electors of the Town of Surfside.

Except for lots zoned for Municipal Use (MU or CF) or SD-B40, the lots west of Collins Avenue and east of Harding Avenue shall only contain multi-family structures or townhomes, and lots west of Harding Avenue shall only contain detached, single-family structures. The foregoing shall not be repealed, revised, amended or changed except by unanimous vote of the Town Commission and by at least a 60% vote of the Town's Electors.

* * *

ARTICLE II. – TOWN COMMISSION

* * *

Sec. 11. Powers of commission.

All powers of the town not specifically conferred on other officers and employees and the determination of all matters of policy shall be vested in the commission. Without limitation of the foregoing, the commission shall have power to:

- (1) Appoint and remove the town manager, ~~municipal judge, associate municipal judge, prosecuting attorney~~ town attorneys, and certified public accountants for audits.
- (2) Establish administrative departments as designated and described in the budget adopted under Sections 65 and 66.
- (3) Adopt the budget of the town.

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- (4) Levy, assess and collect such general and special taxes and fees on all property within the town, and such special assessments for special and local improvements, and such excise, occupational, privilege and special service fees and taxes, within the limits herein provided, as shall be lawful for carrying out the purpose and powers of the town.
- (5) Authorize the issuance of bonds.
- (6) Adopt plats.
- (7) Appoint members of any or all advisory boards or commissions the commission may establish under this Charter and prescribe by ordinance their duties, responsibilities, authorized procedures and tenure of office.
- (8) Adopt and modify the official map of the town.
- (9) Regulate and restrict: (a) location, number of stories, height, size, cubic contents, construction, appearance and area of buildings and other structures (including billboards, signs and other advertising devices); (b) the percentage and portion of lots and lands that may be occupied or built on; (c) the density of population; (d) the use of buildings, structures and land for trade, industries, residence, apartment houses and all and any other purposes; (e) no authorization or permit shall be issued for the construction, repair, alteration, extension or replacement of any structure or building east of the "ocean bulkhead line" of the Town of Surfside, which "ocean bulkhead line" was established by ordinance no. 95, approved and adopted on the 8th day of February, 1943, and is presently set forth and described as section 6-20 [now section 14-76 et seq.] of the Code of the Town of Surfside, except that the commission may provide for the construction of groins, bulkheads, seawalls, jetties, breakwaters or other protective work east of the "ocean bulkhead line" by ordinance.
- (10) Adopt, modify and carry out plans for the clearance of slum districts and the rehabilitation of blighted areas.
- (11) Adopt, modify and carry out plans for the improvement and redevelopment of neighborhoods and for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or in part by disaster.
- (12) Grant public utility franchises and regulate the exercise thereof.
- (13) Provide for annual, monthly, continuing or special audits by independent certified public accountants.
- (14) Provide for life and/or disability insurance for employees of the Town of Surfside and/or its agents and/or its officers on a group insurance plan, and to pay all or such portions of the premium or premiums thereon as it may by ordinance determine; and to establish and create by ordinance a pension, annuity and retirement system for any or all groups of officers, or agents or employees of the Town of Surfside. Any pension or retirement system established under the provisions of this section shall be administered by a pension board appointed by the commission.

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~~(15) Regulate and license the sale, possession and custody of firearms within the town.~~

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Sec. 12. Appointment of town manager.

The commission, by a majority vote of all its members, shall appoint an officer of the town who shall have the title of town manager and shall have the powers and perform the duties in this Charter provided. The town manager may designate the town clerk or other town employee to perform the duties of the town manager during a brief absence or incapacity of the town manager. Nevertheless, the commission shall have the power to appoint an acting town manager in the event of the absence, illness, death, discharge or resignation of the town manager. Within ninety (90) days periods [sic] after the appointment of an acting town manager, the commission must either appoint a permanent town manager or an acting town manager. ~~The salary of the town manager shall not be decreased during his lawful occupancy of that office.~~

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Sec. 18. Appointment, removal and duties generally of town clerk.

An officer of the town with the title of town clerk shall be appointed and may be removed at will by the town manager, and shall be and remain at all times under the supervision of and subordinate to the town manager. ~~He shall be clerk of the municipal court, charged with the duty to collect and account for fines, costs of court and bond forfeitures.~~ He shall also be the registration officer of the town and supervisor of elections and shall have power and is hereby authorized to administer oaths. He shall also perform such other duties as are required by this Charter, by ordinance or by the town manager. Deputy clerks may be appointed by the town manager and said deputies shall have and exercise the same power as the town clerk himself. The town clerk shall give notice of commission meetings by posting such notice on the bulletin board in the town hall; shall keep the journal of its proceedings, shall authenticate by his signature and record in full, in a book kept for the purpose, all ordinances and resolutions. The town manager may also act as town clerk during any vacancy in the office of town clerk. No compensation shall be paid to the town manager for serving as town clerk.

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Sec. 20. Rules of procedure; journal.

The commission shall fix its rules of procedure and shall act in all matters upon a majority vote of those present unless otherwise provided in this Charter. ~~It shall keep a journal of its proceedings and the journal shall be open to public inspection.~~ A majority of the commission shall be necessary to constitute a quorum, but less than a quorum may adjourn or recess to a specified time. ~~The commission shall not act on any amendment of its rules of procedure during the meeting in which the amendment is made.~~

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~~Sec. 25. Publication of ordinances after final passage; permissive referendum.~~
Reserved.

~~After final passage every ordinance shall be published by title or posted in full in a conspicuous place in the town hall. Except as otherwise provided in this Charter, every ordinance shall be subject to permissive referendum as provided in Article VIII hereof. Every ordinance, unless it shall specify a later date or is adopted as an emergency measure, shall become effective at the expiration of twenty (20) days after such publication following final passage, or, if the ordinance be submitted at a referendum election, then upon favorable vote of a majority of those voting thereon, except as otherwise expressly provided in this Charter.~~

~~An emergency ordinance may be adopted by a vote of not less than four-fifths of all of the members of the council on the ground of urgent public need for the preservation of peace, health, welfare, safety or property. An emergency ordinance shall become effective upon publication by title, or upon posting in full on the bulletin board of the Town Hall, but no ordinance granting or amending any public utility franchise or amending or repealing any ordinance adopted by the people at the polls or by the commission in compliance with an initiative petition shall be regarded as an emergency measure.~~

~~Anything to the contrary contained herein notwithstanding, an ordinance adopting the annual budget may be adopted by a vote of the majority of the members of the commission and become effective immediately upon publication by title only or by posting in full on the bulletin board in the town hall.~~

* * *

~~Sec. 25a. Penalty for violation of ordinances.~~ **Reserved.**

~~The Commission shall have and hereby is given the power to enforce the observance of the ordinances of the Town and to provide penalties for the violation of such ordinances by a fine not exceeding \$1,000.00 or by imprisonment in the Town Jail for a term not exceeding ninety days, or by both such fine and imprisonment in the discretion of the municipal judge.~~

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~~Sec. 26. Municipal court.~~ **Reserved.**

~~(a) There shall be and hereby is established in the Town of Surfside a municipal court to be known as "The Municipal Court of the Town of Surfside", for the trial of all offenders against municipal ordinances. Such court shall be presided over by a municipal judge who may or may not be a resident of the Town. He shall have been licensed to and have been practicing law in the State of Florida for not less than five years prior to his appointment. He shall be a member in good standing of The Florida Bar. He shall be appointed by the Commission; and, subject to the provisions of paragraph (d) of the section, shall be appointed for a term of two years. Sessions of the Municipal Court shall be held as provided by ordinance.~~

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- ~~(b) The Commission shall appoint an associate municipal judge to serve in the absence, sickness or disqualification of the municipal judge. He shall possess the same qualifications as the municipal judge, and, subject to the provisions of paragraph (d) of this section, shall be appointed for a term of two years. In the event of the absence, sickness or disqualification of both the municipal judge and the associate municipal judge the Commission may appoint an acting municipal judge to serve only during such absence, sickness or disqualification of the municipal judge and the associate municipal judge.~~
- ~~(c) Subject to the provisions of paragraph (d) of this section, the terms of the first municipal judge and the first associate municipal judge shall commence with the date of their respective appointments following the enactment into law of this provision by the 1955 Session of the Florida State Legislature, and shall expire at midnight May 31, 1957. Subsequent appointments shall be for a term of two years each.~~
- ~~(d) Either the municipal judge or the associate municipal judge may be removed by the town commission at any time, but only for cause and by not less than a three-fifths vote of the members of commission.~~

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~~Sec. 27. Powers of municipal judge; search warrants. Reserved.~~

~~The municipal judge shall have power by his warrant to have brought before him any person or persons charged with the violation of town ordinances and shall have original jurisdiction over all proceedings of a criminal nature for the violation of any ordinance of the town.~~

~~A sworn or verified complaint shall not be necessary to give the municipal court jurisdiction of offenses triable in that court, but the accused may be tried for the offense as docketed provided such docket entry is sufficient to put the accused upon notice of the offense with which he is charged.~~

~~The municipal judge shall have power to set and take bail for the appearance of all accused persons, to administer oaths, to take affidavits, to decide on the guilt or innocence of the accused and to fix and impose such penalties or sentences as are prescribed and provided for under the ordinances of the town and to have all powers incidental and usual to the due enforcement of such town ordinances. He shall also have power to punish for contempt of court by a fine not exceeding fifty dollars, or imprisonment not exceeding thirty days, or both. The cost of prosecution in said court shall be the same as are allowed by law in criminal courts of record, being taxed against persons convicted and collected by the town clerk to be paid over by him to a town depository and placed to the credit of the fines and forfeitures account.~~

~~The municipal judge shall have power to issue search warrants upon any of the following grounds:-~~

- ~~(1) When the property shall have been stolen or embezzled in violation of law.~~

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- ~~(2) When any property shall have been used:-~~
- ~~(a) As a means to commit any misdemeanor, or~~
 - ~~(b) In connection with gambling, gambling implements and appliances, or~~
- ~~(3) When any property is being held or possessed:-~~
- ~~(a) In violation of any of the laws prohibiting the manufacture, sale and transportation of narcotics or intoxicating liquors;-~~
 - ~~(b) In violation of any of the federal or state laws, or ordinances of the Town of Surfside.-~~
- ~~(4) A search warrant cannot be issued except upon probable cause supported by affidavit or affidavits, naming or describing the person, place or thing to be searched and particularly describing the property or thing to be seized; no such warrant shall be issued in blank and any such warrant shall be returned within ten days after issuance thereof.-~~
- ~~(5) The municipal judge, before issuing the warrant, must have the application of some person for said warrant duly sworn to and subscribed and may receive further testimony from witnesses or supporting affidavits, or depositions in writing, to support the application. The affidavit and further proof, if same be had or required, must set forth the facts tending to establish the grounds of the application or probable cause for believing that they exist.-~~
- ~~(6) The judge of the municipal court, upon examination of the application and proofs submitted, if satisfied that probable cause exists for the issuing of the search warrant, shall thereupon issue a search warrant signed by him with his name and office, to any sheriff and his deputies or police officer or other person authorized by law to execute process, commanding the officer or person forthwith to search the property described in the warrant, or the person named, for the property specified and to bring the same before him.-~~
- ~~(7) The search warrant shall, in all cases, be served by any of the officers mentioned in its direction, but by no other person except in aid of the officer requiring it, said officer being present and acting in its execution.-~~
- ~~(8) The officer may break open any outer door, inner door or window of a house or other building, or any part of a house or other building or anything therein, to execute the warrant, if after due notice of his authority and purpose, he is refused admittance to said house or other building or access to anything therein.-~~
- ~~(9) A search warrant issued under the provisions of this Article may, if expressly authorized in such warrant by the judge issuing the same, be executed by being served either in the daytime or in the nighttime, as the exigencies of the occasion may demand or require.-~~
- ~~(10) All search warrants shall be issued in duplicate. The duplicate shall be delivered to the officer with the original warrant, and when the officer serves the warrant, he shall deliver a copy to the person named in the warrant, or, in his absence, to some person in charge of or living on the premises. When property is taken~~

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~~under the warrant the officer shall deliver to such person a written inventory of the property taken and receipt for same, specifying the same in detail, and if no person is found in possession of the premises where such property is found, shall leave the said receipt on the premises.~~

~~(11) Upon the return of the warrant, which shall be as soon as practicable after service, the officer shall attach thereto or thereon a true inventory of the property taken under this warrant, and at the foot of the inventory shall verify the same by affidavit taken before some officer authorized to administer oaths, or before the issuing officer, said verification to be to the following effect:~~

~~I, _____, the officer by whom the warrant was executed, do swear that the above inventory contains a true and detailed account of all the property taken by me on said warrant.~~

~~(12) The judge to whom the warrant is returned, upon the request of any claimant or any person from whom said property is taken, or the officer who executed the search warrant, shall deliver to said applicant a true copy of the inventory of the property mentioned in the return on said warrant.~~

~~(13) If it appears to the judge before whom the warrant is returned that the property or papers taken are not the same as described in the warrant, or that there is no probable cause for believing the existence of the grounds upon which the warrant was issued, the judge may order a return of the property taken.~~

~~(14) Whoever shall knowingly and wilfully obstruct, resist or oppose any officer or person aiding such officer, in serving or attempting to serve or execute any search warrant, or shall assault, beat or wound any person or officer, or his deputies or assistants, knowing him to be such an officer or person so authorized, shall be punished by a fine of not more than five hundred dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment in the discretion of the municipal judge.~~

~~(15) Any person who maliciously and without probable cause procures a search warrant to be issued and executed shall be punished by a fine of not more than five hundred dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment in the discretion of the municipal judge.~~

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Sec. 32. General laws to apply.

All general laws of the state applicable to municipal corporations heretofore or hereafter enacted, and which are not in conflict with the provisions of this Charter or with ordinances or resolutions hereafter enacted by the commission pursuant to authority conferred by this Charter, shall be applicable to the Town of Surfside; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

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In addition to the powers set forth herein, the Town of Surfside is specifically empowered to impose a license tax upon occupations, professions, or businesses and collect the same and provide a penalty for the conduct of any occupation, profession or business so taxed without the payment of such tax. ~~The town shall also be empowered to license privileges, businesses, occupations and professions carried on and engaged in within the town limits, the amount of such license taxes shall be fixed by ordinance, which amounts of said taxes shall not be dependent upon a general state revenue law.~~

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ARTICLE III. TOWN MANAGER

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Sec. 39. Duties of other town manager appointees.

The chief of police shall be responsible for the enforcement of order in the town under the direction of the town manager. He shall execute the orders of the town manager and all processes issued to him by the town manager. He shall ~~attend in person, or by deputy, the municipal court during its sittings; execute the commands and processes of said court, aid in the enforcement of order therein, and perform such other duties as may be imposed upon him by law, the ordinances of the town, and the direction of the town manager consistent with this Charter.~~ When such power has been delegated to him by the town manager, he may hire and discharge his subordinates without specific approval of the town manager.

The superintendent of the water department shall be responsible for the efficient and economical operation of the municipal water department, and for the purity and safety of the water supplied to the municipality and to other individuals or communities to whom water is sold. He shall perform such other duties, both with respect to the water department or other department or departments of the town, as may be imposed upon him by law, the ordinances of the town, and the direction of the town manager consistent with this Charter. When such power has been delegated to him by the town manager, he may hire and discharge his subordinates without specific approval of the town manager.

The superintendent of outside services shall be responsible, under the direction of the town manager, for the collection and disposal of garbage and refuse; for the maintenance of the garbage disposal site; for the mowing and cleanup of vacant lots, boulevards, public parks, playgrounds and other public property; and for the maintenance of pavements, bridges and traffic signs; and for such other duties as may be prescribed by ordinance or directed by the town manager. When such power has been delegated to him by the town manager, he may hire and discharge his subordinates without specific approval of the town manager.

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ARTICLE IV. ANNUAL BUDGET AND TAX LEVY

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Sec. 42. ~~Preparation and submission of budget.~~ Reserved.

~~The town manager, at least ninety days prior to the beginning of each budget year, shall submit to the commission a budget and an explanatory budget message in the form and with the contents provided by sections 43 to 58 inclusive, of this Charter. For such purpose, at such date as he shall determine, he, or an officer designated by him, shall obtain from the head of each office, department or agency of the town, estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending or which such department head believes should be undertaken (a) within the budget year and (b) within the five next succeeding years. In preparing the budget, the town manager shall review and revise the estimates as he may deem advisable.~~

* * *

Sec. 43. ~~Budget message—To explain budget plan; to set forth reasons for changes, etc.~~ Reserved.

~~The budget message submitted by the town manager to the commission shall be explanatory of the budget, shall contain a table of contents and an outline of the proposed financial policies of the town for the budget year and shall describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in cost and revenue items and shall explain any proposed major changes in financial policy.~~

* * *

Sec. 44. ~~Same—Municipal improvements.~~ Reserved.

~~As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the town manager shall include a statement of pending municipal projects, and proposed new municipal projects for the budget year and for the five fiscal years succeeding the budget year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the town. The budget message shall also detail the prospective amounts for municipal projects it is proposed be raised by appropriation in the budget, and the respective amounts, if any, it is proposed be raised by the issuance of bonds during the budget year or thereafter.~~

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Sec. 45. ~~Same—Supporting schedules, etc.~~ Reserved.

~~Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects, as the town manager shall believe useful to the commission.~~

* * *

Sec. 46. ~~Scope of budget; contents.~~ Reserved.

~~The budget shall provide a complete financial plan for the budget hearing which shall contain in tabular form:-~~

- ~~(a) A table of contents;~~
- ~~(b) A general summary;~~
- ~~(c) Detailed estimates of all anticipated income and revenue from any sources;~~
- ~~(d) Detailed estimates of all anticipated revenues applicable to proposed expenditures;~~
- ~~(e) Detailed estimates of proposed expenditures;~~
- ~~(f) Estimated statement of surplus for the current fiscal year.~~

~~The total of such anticipated sums should equal the total of such proposed expenditures and allocations.~~

* * *

Sec. 47. ~~Anticipated revenues—Classification.~~ Reserved.

~~Anticipated revenues and receipts from any source shall be classified as "surplus", "miscellaneous revenues" and "amount to be raised by property tax"; "miscellaneous revenues" shall be subclassified by sources and shall be estimated as prescribed in sections 48 to 54, inclusive, of this Article.~~

* * *

Sec. 48. ~~Same—Comparison with other years.~~ Reserved.

~~In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each such item in the budget of the last completed fiscal year, the amounts of such items actually received during the fiscal year, the amount of each such item in the budget of the current fiscal year and the amount actually received to the time of preparing the budget plus receipts for the remainder of the current fiscal year estimated as accurately as may be.~~

* * *

Sec. 49. Surplus-Reserved.

Surplus shall include:-

- ~~(a) Revenue receipts made available by the lapsing of unencumbered appropriation balances at the beginning of the budget year;~~
- ~~(b) Receipts from unanticipated miscellaneous revenues of the preceding fiscal year;~~
- ~~(c) Receipts from anticipated miscellaneous revenues of the preceding fiscal year in excess of the estimates in the budget;~~
- ~~(d) Receipts during the previous fiscal year from taxes or liens against which a complete reserve has been established;~~
- ~~(e) Unexpended, unencumbered and unappropriated funds derived from any source whatsoever, except that this provision shall not be in derogation of any agreement in any indenture entered into by the Town of Surfside in connection with any of its bonded indebtedness.~~

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Sec. 50. Miscellaneous receipts—Enumerated. Reserved.

~~Miscellaneous revenues shall include anticipated receipts from the collection of taxes other than the general property tax; the amount of state aid to be received; the amount by which the town is expected to benefit from taxes collected by the state; the amounts estimated to be received from leases, services and sales, fines and forfeitures, pension assessments, special assessments and any other special or nonrecurring sources.~~

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Sec. 51. Same—From utilities and public service enterprises. Reserved.

~~The anticipated revenues and proposed expenditures of each utility or other public service enterprise owned, leased or operated by the town shall be stated in a separate section of the budget (each bearing the name of the utility); and as to each such utility, an anticipated surplus, if legally available for general purposes, shall be stated as an item of miscellaneous revenue in the budget.~~

* * *

Sec. 52. Same—Measure of estimates. Reserved.

~~No miscellaneous revenue from any source shall be included as an anticipated revenue in the budget in an amount in excess of the average of the amount actually realized in cash from the same source in the next preceding fiscal year, or that actually realized in the first nine months of the current fiscal year plus that to be received in the remaining three months of the year estimated as accurately as may be, unless the town manager shall determine that facts clearly warrant the expectation that such excess~~

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~~amount will actually be realized in cash during the budget year and shall certify such determination in writing to the commission.~~

~~* * *~~

Sec. 53. ~~Same—From special assessments.~~ Reserved.

~~Revenues from the collection of special assessments on property specially benefited shall not be stated in an amount which is in excess of the amount of the receipts which it is estimated will be held in cash on the first day of the budget year.~~

~~* * *~~

Sec. 54. ~~Same—From new sources.~~ Reserved.

~~No revenue from a new source not previously stated in the budget shall be included unless the town manager shall determine that the facts clearly warrant the expectation that such revenue will be actually realized in cash during the budget year in the amount stated and shall certify such determination in writing to the council. If the new revenue is to be received from the state, the anticipated amount shall not exceed the amount which the proper officer of the state shall declare in writing to be the amount which may reasonably be anticipated in the budget year.~~

~~* * *~~

Sec. 55. ~~Proposed expenditures—To be itemized; enumeration of items for which separate provisions required.~~ Reserved.

~~The proposed expenditures shall be itemized in such form and to such extent as shall be provided by law, and in the absence of such provision, by regulations established by ordinance. Separate provision shall be included in the budget for at least:~~

- ~~(a) Interest, amortization and redemption charges on the public debt for which the faith and credit of the town is pledged;~~
- ~~(b) Other statutory expenditures;~~
- ~~(c) The payment of all judgments;~~
- ~~(d) The amount by which the total receipts of miscellaneous revenues in the last completed fiscal year failed to equal the total of the budget estimates of receipts from miscellaneous revenues in that year;~~
- ~~(e) An amount equal to the aggregate of all taxes levied for the third fiscal year prior to the budget year which are delinquent and outstanding on the ninetieth day prior to the beginning of the budget year, except to the extent the town may have made provision therefor by reserving the full amount of said delinquent taxes;~~
- ~~(f) An amount equal to the aggregate of all cancellations, remissions, abatements and refunds of taxes, that have been made during the current fiscal year;~~

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- ~~(g) An amount equal to the aggregate of all special revenue notes which it is estimated will be outstanding at the end of the current year in anticipation of the collection of revenues other than the property tax;~~
- ~~(h) An amount equal to the aggregate of all emergency notes which it is estimated will be outstanding at the end of the current year;~~
- ~~(i) If the town is required to make up the deficit arising from the operations of utility or other public service enterprises, an amount equal to the deficit from such operations during the last completed fiscal year, separately stated for each utility or other public service enterprise which appears in a separate section of the budget;~~
- ~~(j) Administration, operation and maintenance of each office, department or agency of the town itemized by character and object of expenditure;~~
- ~~(k) Contingent expense in an amount not more than three per centum of the total amount stated pursuant to subsection (j) of this section;~~
- ~~(l) Expenditures proposed for municipal projects.~~

~~* * *~~

~~Sec. 56. Same—Comparison with other years. Reserved.~~

~~In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the last completed fiscal year, the amount of such items actually expended during such year, the amount of each such item in the budget of the current year and the amount actually expended to the time of preparing the budget plus the expenditures for the remainder of the current fiscal year estimated as accurately as may be.~~

~~* * *~~

~~Sec. 57. Appropriation of surplus funds for capital expenditures. Reserved.~~

~~Surplus funds, as defined in Section 49 hereof, may, from time to time, be appropriated for capital expenditures.~~

~~* * *~~

~~Sec. 57a. Appropriation of proceeds from real property sale or lease. Reserved.~~

~~Any or all proceeds from the sale or leasing of real property owned by the town may, from time to time, be appropriated to purchase and retire bonds or other securities issued by the town, or to retire or pay any indebtedness of the town, notwithstanding anything in this Charter to the contrary.~~

~~* * *~~

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Sec. 58. Budget summary. Reserved.

~~At the head of the budget there shall appear a summary of the budget, which need not be itemized further than by principal sources of anticipated revenue, stating separately the amount to be raised by property tax, and by departments and kinds of expenditures, in such manner as to present to taxpayers a simple and clear summary of the detailed estimates of the budget.~~

* * *

Sec. 59. Budget and message to be public record. Reserved.

~~The budget and budget message and all supporting schedules shall be a public record in the office of the town clerk, open to public inspection by anyone.~~

* * *

Sec. 60. Publication of notice of public hearing. Reserved.

~~At the meeting of the commission at which the budget and budget message are submitted, the commission shall determine the place and time of the public hearing on the budget, and shall cause to be published, or posted on the town hall bulletin board, a notice of the place and time at which the commission will hold a public hearing, which hearing shall commence not later than thirty days from the submission of the budget and budget message provided for in section 42.~~

* * *

Sec. 61. Public hearing. Reserved.

~~At the time and place so advertised, or at any time and place to which such public hearing shall from time to time adjourn, the commission shall hold a public hearing on the budget as submitted, at which all interested persons shall be given an opportunity to be heard, for or against the estimates or any item thereof.~~

* * *

Sec. 62. Changes in budget after public hearing. Reserved.

~~After the conclusion of such public hearing, the commission may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law or prescribed by subsections (a), (b), (c), (d), (e), (f), (g), (h) and (i) of section 55. The commission may not vary the titles, descriptions or conditions of administration specified in the budget. Before inserting any additional item or increasing any item of appropriation, it must cause to be published or posted a notice setting forth the nature of the proposed increases and fixing a place and time, not less than five days after publication, at which the commission will hold a public hearing thereon.~~

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* * *

Sec. 63. Anticipated revenue to at least equal proposed expenditures. Reserved.

~~After such further hearing, the commission may insert the additional item or items, and provide for an increase in each case indicated by the published or posted notice, or to a lesser amount, but where it shall increase the total proposed expenditures, it shall also increase the total anticipated revenue to at least equal such total proposed expenditures.~~

* * *

Sec. 64. ~~Vote required to adopt budget.~~ Reserved.

~~The budget shall be adopted by ordinance or resolution of the commission.~~

* * *

Sec. 65. ~~When budget shall be adopted; failure to adopt.~~ Reserved.

~~The budget shall be finally adopted not later than the last day of the last month of the fiscal year. Should the commission take no final action on or prior to such day, the budget, as submitted, shall be deemed to have been finally adopted by the commission.~~

* * *

Sec. 66. ~~Effective date of budget; certification; copies to be made available.~~ Reserved.

~~Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be certified by the town manager and town clerk. The budget so certified shall be printed, mimeographed or otherwise reproduced and copies thereof shall be made available for the use of all offices, departments and agencies of the town and for the use of interested residents of the town and local civic organizations.~~

* * *

Sec. 67. ~~Proposed expenditures shall become appropriated after effective date.~~ Reserved.

~~From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes therein named.~~

* * *

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Sec. 68. Millage for ordinary purposes. Reserved.

~~The commission shall have power to assess not to exceed ten mills upon the taxable property of the town for ordinary purposes. The words "ordinary purposes" shall be construed to mean all expenses for salaries of officers and employees, police force maintenance, cleaning and upkeep of streets, illumination, incidental expenses of administration of the public business, and all other purposes strictly municipal in their character, which are annual and continuing, including reasonable expenditures for promoting the interest of the municipality, and for the promotion of the welfare and the protection of the health of the people of the town by such means as will contribute towards making the town more attractive as a place of residence, and including in such ordinary purposes shall be that of maintaining public reading rooms, public buildings and beautifying and keeping up public beaches, public playgrounds, public parks, public boulevards and areas belonging to the town that adjoin street and alley pavements.~~

~~The words "ordinary purposes" shall also be construed to mean and include reasonable annual expenditures, not to exceed one-half mill, for promoting the interest of the municipality and for advertising through legitimate and recognized channels and media for the accomplishment of such purposes.~~

~~The words "ordinary purposes" shall also be construed to mean and include public libraries maintained and operated by the town or by a municipal or nonprofit library corporation contracting with the town.~~

* * *

Sec. 68.1. ~~Payment of appropriations in installments; expenditure of appropriations beyond five years; contracts to be approved by ordinance.~~ Reserved.

~~Appropriations of any one year for ordinary purposes (as defined in section 68 hereof) shall not be paid in installments or otherwise expended beyond a period of five years; nor shall any written contract involving expenditures not provided for in the budget be valid unless made or approved by ordinance.~~

* * *

Sec. 69. Millage to pay bonds and interest. Reserved.

~~The commission shall also have power to levy and collect annually upon its taxable property aforesaid such sums as may be necessary to pay interest upon the bonded indebtedness of the town as it now exists or as may be incurred, pursuant to the provisions of the Charter, as to pay off the bonds of the town already issued or any additional bonds which may be issued in accordance with law.~~

* * *

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Sec. 73. ~~When taxes due and payable; discounts; when delinquent.~~ Reserved.

~~All general taxes shall become due and payable at the town office on November 1st of each year, and the following discounts shall be allowed for prompt payments thereof:~~

~~4% in November;~~

~~3% in December;~~

~~2% in January;~~

~~1% in February;~~

~~No discount in March.~~

~~Taxes shall become delinquent April 1st of the year following the assessment.~~

* * *

Sec. 75. ~~Tax sale notices.~~ Reserved.

~~It shall not be necessary to publish the lists of land to be offered for sale for the nonpayment of taxes or local assessments, but the town manager shall, at the time provided by general law for the publication of notice of sale for delinquent taxes, cause to be published once each week for four successive weeks in a newspaper published in Dade County, Florida, a notice stating that all lots and lands delinquent for nonpayment of taxes or local assessments will be offered for sale at the time specified in such notice and that a complete list of such delinquent lots and lands is available for public inspection at the office of said town manager.~~

* * *

Sec. 76. ~~Correcting assessments, etc.~~ Reserved.

~~All provisions in the Charter relating to the assessment and enforcement of taxes and special assessments are directory and any errors, defects, or omissions in levies, assessments, sales or proceedings may be corrected at any time.~~

* * *

Sec. 77. ~~Tax deeds presumed valid.~~ Reserved.

~~Deeds made by the Town of Surfside pursuant to tax sale shall be deemed prima facie valid in all proceedings wherein such deeds may be questioned.~~

* * *

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~~Sec. 78. Redemption before loss of title by delinquent tax proceedings. Reserved.~~

~~Prior to loss of title in proceedings to enforce delinquent taxes or liens, the property involved may be redeemed by any party interested therein paying to the town, or to the circuit court clerk of Dade County, or to the master or officer of the court, as the case may be, all amounts due on all town tax sale certificates, liens or deeds on such land, with interest to such date, and the costs or prorated costs of suit, together with all expenses incurred, including cost of abstract and title searches, attorney's fees, notices and postage, but no land shall be redeemed after delivery of a tax deed by the town nor after delivery of a deed by the master or other officer pursuant to foreclosure decree and sale.~~

~~* * *~~

~~Sec. 79. Purchase of land sold for delinquent taxes by town. Reserved.~~

~~The Town of Surfside is authorized and may purchase lands offered for sale by its town manager for delinquent taxes owing the town, to the same extent and in the same manner as private persons and corporations are by the general law permitted and authorized to purchase lands offered for sale for delinquent taxes.~~

~~* * *~~

ARTICLE V. BORROWING FOR MUNICIPAL PROJECTS

~~* * *~~

~~Sec. 80. Municipal projects enumerated; definitions. Reserved.~~

~~For the purpose of this Charter the term "municipal project" shall cover only any one or more or any combination of the following: Heliports, auditoria, bridges, tunnels, buildings, hospitals, viaducts, community houses or centers and all facilities therein, dispensaries, jails, gas, electric and/or water distribution systems, memorials, parking lots and garages, garbage and trash disposal, parks including recreational facilities, playgrounds, recreation centers, structures, buildings, piers, public buildings and plazas, reservoirs, schools, sewers, sewerage or drainage systems and sewage disposal or treatment plants, stadia, streets, roads, avenues, alleys and highways, sidewalks and curbs, gutters and stormwater sewers or drains, toll bridges or causeways, swimming pools and public emergency or disaster shelters; and all property real and personal appurtenant thereto or connected with such work, undertaking or project and the existing work, undertaking or project, if any, to which such work, undertaking or project is an extension, addition, betterment or improvement.~~

- ~~(a) The term "to construct" shall mean to build, to construct, to reconstruct, to erect, to replace, to extend, to repair, to better, to equip, to develop, to embellish, to improve, to acquire by gift, purchase or the exercise of the right of eminent domain, or any one or more of all of the foregoing.~~

- (b) ~~The term "construction" shall mean building, construction, reconstruction, erection, replacement, extension, repairing, betterment, equipment, development, embellishments, improvements, acquisition, by gift, purchase, or the exercise of the right of eminent domain, or any one or more or all of the foregoing.~~
- (c) ~~The term "pending" when applied to a municipal project, means authorized but not yet completed.~~

* * *

**Sec. 81. Enumeration of projects, etc., for which indebtedness may be incurred.
Reserved.**

The Town of Surfside shall have power and is hereby authorized:

- (a) ~~To construct any municipal project, as defined in section 80 hereof, within or without the municipality, or partially within and partially without the municipality;~~
- (b) ~~To operate and maintain any municipal project for public and private users and consumers within and without the municipality;~~
- (c) ~~To issue bonds as provided in this Charter to finance such construction, and to provide for the rights of the holders of the bonds and to secure the bonds all as hereinafter provided;~~
- (d) ~~To enter into a trust agreement with any bank or trust company within or outside the state, or with any agency of the state or federal government in connection with the construction of a project as may be required to facilitate the sale of bonds to be refunded exclusively from revenues;~~
- (e) ~~To fix, levy and collect fees, rents, tolls, or other charges for the use of or in connection with any municipal project, and in the event any trust agreement with holders of bonds shall be made as hereinafter provided, to fix, levy and collect such fees, rents, tolls and other charges in accordance with such agreements and subject thereto;~~
- (f) ~~To acquire by purchase, gift or the exercise of the right of eminent domain and to hold and dispose of any property, real or personal, tangible or intangible, or any right or interest in any such property, in connection with any municipal project, whether or not subject to mortgages, liens, charges or other encumbrances, and to construct any municipal project subject thereto, and whether within or without the municipality, or partially within and partially without the municipality, subject to the limitations imposed by section 4 of article I;~~
- (g) ~~To enter on any lands, waters and premises for the purpose of making surveys, soundings and examinations in or for the furtherance of any municipal project;~~

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- ~~(h) To perform any acts authorized under this article through or by means of its own officers, agents and employees, or by contracts with private corporations, firms or individuals;~~
- ~~(i) To award any contract for the construction of any municipal project or any part thereof upon any day at least fifteen days after one publication of a notice requesting bids upon such contract in a newspaper of general circulation in the municipality;~~
- ~~(j) To do all acts and things necessary or convenient to carry out the powers expressly given in this article.~~

~~* * *~~

~~Sec. 85. General obligation bonds subject to referendum; each individual proposal to be approved. Reserved.~~

~~If the initial ordinance authorized the issuance of bonds not payable exclusively from the revenue of a municipal project, such bonds may be issued only after the issuance of such bonds shall have been approved by a majority of the vote cast at an election at which a majority of the freeholders who are qualified electors, residing in the Town of Surfside, shall participate. Such election shall be called and held as provided for by law.~~

~~Where two or more bond proposals are submitted to the freeholders on the same ballot or in the same election, only those individual and specific proposals on which a majority of the freeholders vote (as distinguished from general participation in the election) shall qualify for approval, as prescribed in the foregoing.~~

~~* * *~~

~~Sec. 86. Tax ordinance required on general obligation bonds. Reserved.~~

~~At any time before delivering any bonds to be issued pursuant to this Article, not payable exclusively from the revenue of a municipal project, the commission of the Town of Surfside shall pass an ordinance (herein called the "tax ordinance") which shall recite in substance that adequate provision will be made for raising annually by tax upon all property subject to taxation by the Town of Surfside a sum sufficient to pay the interest on and principal of such bonds as the same shall become due. A tax sufficient to pay when due such principal and such interest shall be levied annually and assessed, collected and paid, in like manner with the other taxes of the Town of Surfside, and shall be in addition to all other taxes authorized or limited by law.~~

~~It shall be the duty of the commission of the Town of Surfside to include in the annual levy a tax sufficient to pay the interest on and principal of such bonds as the same become due; provided, however, that if the bonds are payable from taxes only in the event of a deficiency in revenues or are payable from taxes and additionally secured by a pledge of revenues, and if the tax ordinances shall so provide, then in such events, the tax to be levied and assessed by the commission of the Town of Surfside may be reduced by such amount and under such conditions as may be determined in such tax ordinance. When for any reason all or any part of the principal of or interest on any bonds issued by the~~

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~~Town of Surfside pursuant to this Article, not payable exclusively from the revenues of a municipal project, shall not be paid when due there shall be levied and assessed by the Town of Surfside and collected by the proper collecting officers at the first assessment, levy and collection of taxes in the Town of Surfside, after such omission or failure, a tax sufficient to pay the same.~~

~~* * *~~

~~Sec. 87. Form and general requirements of bonds. Reserved.~~

~~Bonds may be issued under this Charter in one or more series, may bear such date or dates; may bear interest at such rate or rates, not exceeding seven and one-half per centum per annum, payable semi-annually; may be in such denomination; may be in such form, either coupon or registered; may be payable at such place or places; may carry such registration and conversion privileges; may be executed in such manner; may be payable in such medium of payment at such times and places; may be subject to such terms and redemption, with or without premium; and may be declared or become due before the maturity date thereof, as may be provided by ordinance of the commission of the Town of Surfside.~~

~~* * *~~

~~Sec. 88. Maximum period of bonds. Reserved.~~

~~Bonds may be issued for terms not exceeding thirty years.~~

~~* * *~~

~~Sec. 89. Sale of bonds; all bonds to be negotiable instruments. Reserved.~~

~~The bonds authorized to be issued by this Article shall be sold in the manner provided by law. The bonds may be sold in any such manner and for such price as the commission of the Town of Surfside may by ordinance determine to be for the interests of the town, but no bonds shall be sold at a price so low as to require the payment of interest on the money received therefor at more than seven and one-half per centum per annum, computed with relation to the absolute maturity of the bonds in accordance with standard tables of bond values, excluding, however, from such computation the amount of any redemption premium. The bonds shall be fully negotiable for all purposes.~~

~~All bonds issued under the provisions of this Charter shall have, and are hereby declared to have, as between successive holders, all the qualities and incidents of negotiable instruments under the negotiable instruments laws of the State of Florida. Bonds issued under this Article bearing the signature of officers in office on the date of the signing thereof shall be valid and binding obligations, notwithstanding that before the delivery thereof any or all of the persons whose signatures appear thereon shall have ceased to be officers of the Town of Surfside.~~

~~* * *~~

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Sec. 90. Interim certificates, etc. Reserved.

~~Pending the preparation or delivery of the definitive bonds for the purpose of financing the construction of a municipal project, and subject to the requirements of Section 93 - "Limitations on Indebtedness," interim certificates or other temporary obligations may be issued by the Town of Surfside to the purchaser of such bonds. Such interim certificates or other temporary obligations shall be in such form and contain such terms, conditions and provisions as the commission of the Town of Surfside may determine.~~

~~* * *~~

Sec. 92. Municipal projects to be self-supporting when financed by revenue bonds; fixing project rates, etc. Reserved.

~~The commission of the Town of Surfside issuing bonds payable exclusively from the revenue of a municipal project shall prescribe and collect reasonable rates, fees or charges for the services, facilities and commodities of such municipal projects, and shall revise such rates, fees or charges from time to time whenever necessary so that such municipal projects shall be and always remain self-supporting. The rates, fees or charges prescribed shall be such as will produce at least sufficient revenue to (a) pay when due all bonds and interest thereon, for the payment of which such revenue is or shall be pledged, charged or otherwise incumbered, including reserves therefor, and (b) provide for all expense of operation and maintenance of such municipal project, including reserves therefor.~~

~~* * *~~

Sec. 94. Pledge of security for payment of bonds. Reserved.

~~In order to secure the payment of any of the bonds issued pursuant to this Article and interest thereon, or in connection with such bonds, the Town of Surfside shall have all power as to such bonds:~~

- ~~(a) To pledge the full faith and credit and unlimited taxing power of the town to the punctual payment of the principal of and interest on such bonds.~~
- ~~(b) To pledge all or any part of the fees, rents, tolls or other charges, received or receivable by the Town of Surfside, from any municipal project then existing or thereafter to be constructed to the punctual payment of bonds issued for such municipal project, and interest thereon, and to covenant against thereafter pledging any such fees, rents, tolls, or charges to any other bonds or any other obligations of the Town of Surfside for any other purposes.~~
- ~~(c) To provide for the terms, form, registration, exchange, execution and authentication of such bonds.~~

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- ~~(d) To provide for the replacement of lost, destroyed or mutilated bonds.~~
- ~~(e) To covenant as to the use and disposition of the proceeds from the sale of such bonds.~~
- ~~(f) To covenant as to the fees, rents or tolls to be charged in connection with the municipal project for which such bonds are to be issued, and as to the use and disposition to be made thereof.~~
- ~~(g) To covenant to set aside or pay reserves and sinking funds for such bonds and as to the disposition thereof.~~
- ~~(h) To redeem such bonds, as to covenant for their redemption, and to provide the terms and conditions thereof.~~
- ~~(i) To covenant as to its books of account and as to the inspection and audit thereof and as to the accounting methods.~~
- ~~(j) To make covenants other than, and in addition to, the covenants herein authorized.~~
- ~~(k) To execute all instruments necessary or convenient in the exercise for the powers herein granted or in the performance of its covenants or duties, including trust indentures to secure bonds payable exclusively from revenues.~~
- ~~(l) To make such covenants and do any and all such acts and things as may be necessary or convenient or desirable in order to secure such bonds, or in the absolute discretion of the commission of the Town of Surfside tends to make such bonds more marketable, notwithstanding that such covenants, acts or things may not be enumerated herein; it being the purpose hereof to give the Town of Surfside power to do all things in the issuance of the bonds and for their security that may be consistent with the constitution of the State of Florida.~~

* * *

Sec. 96. Procedure for issuance of bonds.

All action required or authorized to be taken under this Article by the commission of the Town of Surfside shall be by ordinance in accordance with the provisions of this Charter respecting the passing of ordinances.

~~Any ordinance authorizing bonds under this Article may provide that such bonds shall contain a recital that they are issued pursuant to this Article, which recital shall be conclusive evidence of their validity and the regularity of their issuance. Bonds to be issued under this Article may be validated as provided in Article 7 of Chapter IX of Title III of the Second Division of the Compiled General Laws of Florida, 1927, and amendments thereto.~~

~~The powers conferred by this Article shall be in addition to and the limitations imposed by this Article shall not affect the powers conferred by any other law and not in substitution for the powers conferred by any other law. Bonds may be issued hereunder for any municipal project notwithstanding that any other law may provide for the issuance of bonds for like purposes, and without regard to the requirements, restrictions of~~ CODING: Additions to existing text are shown by underline and deletions are shown as strikethrough.

~~procedural provisions contained in any other law. Any proceedings heretofore taken by the Town of Surfside relating to the subject matters of this Article, whether or not commenced under any other law, may be continued under this Article, or, at the option of the commission of the Town of Surfside, may be discontinued and new proceedings instituted under this Article.~~

If any provisions of this Article, or the application of such provisions to any person, body or circumstances shall be held invalid, the remainder of this Article, or the application of such provisions to persons, bodies or circumstances other than those as to which it shall have been invalid, shall not be affected thereby.

* * *

~~Sec. 96.01. State election code applicable to bond elections. Reserved.~~

~~All bond elections called pursuant to this Article V shall be held in accordance with the Election Code of the State of Florida.~~

* * *

ARTICLE Va. REFUNDING BONDS

* * *

~~Sec. 96.1. Definitions and statement of purpose. Reserved.~~

- ~~(a) *Town* as used in this Article shall mean the Town of Surfside, Florida.~~
- ~~(b) The words *net interest cost* when referring to a proposed issue of refunding bonds as used herein, mean the total amount of interest to accrue on the refunding bonds from their date to their respective maturities, without regard to any retained options of redemption, plus the amount of any discount below par or less the amount of any premium above par at which the bonds may be sold.~~
- ~~(c) The words *net interest cost* when referring to an outstanding issue of bonds to be refunded, as used herein, mean the total amount of interest which would accrue on such bonds from the date of the refunding bonds to the respective maturity dates of the outstanding bonds to be refunded, without regard to any retained options of redemption.~~
- ~~(d) The words *net effective interest rate* when referring to a proposed issue of refunding bonds, mean the net interest cost of said refunding bonds divided by the product obtained by multiplying the aggregate principal amount of such refunding bonds maturing on each maturity date by the number of years from the date of the refunding bonds to their respective maturities, without regard to any retained options of redemption.~~
- ~~(e) The words *net effective interest rate* when referring to an outstanding issue of bonds to be refunded, mean the net interest cost of such bonds divided by the product obtained by multiplying the aggregate principal amount of such bonds maturing on each maturity date by the number of years from the date of the proposed refunding~~

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~~bonds to the respective maturities of the bonds to be refunded, without regard to any retained options of redemption.~~

~~(f) For the purpose of the foregoing computation as to bonds which, pursuant to the proceedings authorizing their issuance, are subject to mandatory redemption prior to maturity, the amount of any premium required to be paid upon such redemption shall be included as interest and the interest which would accrue on said bonds from the mandatory call date to maturity shall not be included.~~

~~(g) It is the purpose of this Article to make it possible for the Town to refinance all or part of its outstanding general obligation bonds in accordance with modern principles of municipal finance, whenever such refinancing can be effected to the benefit of the Town, and this Article is adopted for such purpose.~~

~~* * *~~

Sec. 96.2. Authority to refund. Reserved.

~~The Town may issue refunding bonds for the purpose of refunding all or any part of its general obligation bonds now or hereafter outstanding, whether or not such bonds are at the time of the refunding due or optional for redemption, under the circumstances and restrictions hereinafter set forth. An issue of refunding bonds may refund part or all of one or more issues of outstanding general obligation bonds, but only those payable from taxes levied on the same taxable property may be refunded into a single issue of refunding bonds. Refunding bonds may be issued in one or more series, either alone or in combination with general obligation bonds issued for any other lawful purpose which are payable in whole or in part from the same source.~~

~~Refunding bonds may be issued hereunder whenever the Town Commission deem it expedient, provided that the issuance thereof is approved at a freeholders election. The net effective interest rate on the refunding bonds shall not exceed that of the bonds being refunded. This requirement shall be satisfied if, because a smaller principal amount of refunding bonds is being issued than the total principal amount of bonds being refunded, the aggregate amount of principal and interest payable on said refunding bonds will not in any year exceed the aggregate amount of principal of and interest on the bonds being refunded which would have fallen due in such year. As used above, "year" means any twelve-month period. If two or more issues of outstanding bonds are to be refunded, in whole or in part, by the issuance of a single issue of refunding bonds, the net interest cost and net effective interest rate of the bonds to be refunded shall, for the purpose of this section, be computed as if all of said bonds had originally been combined as a single issue aggregating the total of the individual issues, and the net interest cost and net effective interest rate of the combined issue shall be compared with the net interest cost and net effective interest rate of the refunding issue to determine compliance with this section.~~

~~* * *~~

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Sec. 96.3. ~~Refunding bond details.~~ Reserved.

~~Refunding bonds issued hereunder shall, consistent with the other provisions of this Article, be in coupon form but may be made registrable as to principal or as to principal and interest, may be in the denomination of \$100 or any multiple thereof, shall not bear interest at a rate or rates in excess of seven and one-half per cent (7½%) per annum, shall mature serially or otherwise, but not later than thirty (30) years from their date, may be made redeemable at the option of the Town prior to maturity at a premium of not more than seven and one-half per cent (7½%) of the principal amount thereof, and shall otherwise have such details and shall be executed and issued in such manner as may be provided by the Town Commission. Such changes in the security and revenues pledged to the payment of the bonds refunded may be made by the Town Commission as may be provided by it in the proceeding authorizing the refunding bonds.~~

* * *

Sec. 96.4. ~~Issuance of refunding bonds.~~ Reserved.

~~Refunding bonds issued hereunder may be exchanged for not less than a like principal amount of the bonds to be refunded, may be sold in such manner as may be determined by the Town Commission, but at not less than ninety five per cent of the par value thereof, or may be exchanged in part and sold in part. The principal amount of the refunding bonds may be the same or less, but not greater than the aggregate principal amount of the bonds to be refunded plus interest accrued to the date or dates on which the bonds being refunded are scheduled to be redeemed and redemption premiums which must be paid in order to refund said bonds. If the principal amount of the refunding bonds exceeds the aggregate principal amount of the bonds to be refunded, the net interest cost of the refunding bonds may not exceed the net interest cost of the bonds being refunded. If sold, the net proceeds shall either be immediately applied to the payment or redemption and retirement of the bonds to be refunded and the cost and expense incident thereto and to the authorization and issuance of the bonds, or the net proceeds of the refunding bonds may be invested, in whole or in part, (a) in direct obligations issued by the United States Government or one of its agencies, (b) in obligations fully guaranteed by the United States Government as to principal and interest, or (c) in certificates of deposit of a banking corporation or association which is a member of the Federal Deposit Insurance Corporation, or successor; but said certificates of deposit must be fully secured as to both principal and interest by pledged collateral consisting of direct obligations of the United States of America having a market value at all times at least equal to the amount of such principal of and accrued interest on such certificates of deposit. Any such investments must mature or be payable in advance of maturity at the option of the holder and must bear interest in such manner as to provide funds which, together with uninvested money placed in the hereinafter mentioned escrow, will be sufficient to pay when due or called for redemption the bonds refunded, together with interest accrued and to accrue thereon and redemption premiums, if any, and such refunding bond proceeds or obligations so purchased therewith shall, and other funds legally available to the Town for such purpose may be deposited in escrow with a banking corporation or association which is a member of the Federal Deposit Insurance~~

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~~Corporation or any successor thereto, to be held in trust for the payment and redemption of the bonds refunded, and such money and obligations and any re-investment thereof shall be held in trust by such escrow agent for the payment of interest on the refunded bonds when due, and principal thereof and applicable redemption premiums, if any, when due, or upon the date or dates for which they shall have been called for redemption, or upon an earlier voluntary surrender with the consent of the Town Commission. If the outstanding bonds are optional for redemption on more than one date, the Town Commission may determine which redemption date or dates shall be used when calling bonds for redemption. The term "net proceeds" as used above shall mean the gross proceeds of the refunding bonds after the deduction therefrom of all accrued interest, and expenses incurred in connection with the authorization and issuance of the refunding bonds and the refunding of the outstanding obligations, including all cost and expenses resulting from price variations to par or otherwise incurred in the purchase of obligations for escrow and in the disposition of the refunding bonds.~~

~~* * *~~

Sec. 96.5. Determination to be conclusive. Reserved.

~~The determination of the Town Commission that the limitations herein imposed upon the issuance of refunding bonds have been met, shall be conclusive in the absence of fraud.~~

~~* * *~~

Sec. 96.6. Authority for escrow agreement. Reserved.

~~The Town Commission shall have power to enter into such escrow agreement and to insert therein such protective and other covenants and provisions as it may consider necessary to permit the carrying out of the provisions of this Article and to insure the prompt payment of principal of and interest and redemption premiums on the bonds refunded.~~

~~* * *~~

Sec. 96.7. Application of debt limits.

If there shall be applicable to the bonds of the Town to be refunded under this Article, any statutory, Charter or other limitation on the amount of such indebtedness, the bonds which have been refunded hereunder by the placing of money or obligations, or both, in escrow as above provided, shall not be deemed to be outstanding bonds or indebtedness of the Town within the meaning of or subject to such limitation from and after the date of the issuance of the refunding bonds.

~~* * *~~

Sec. 96.8. Time limitation. Reserved.

~~No bonds not voluntarily surrendered by the holders thereof for immediate exchange or payment may be refunded hereunder unless such bonds either mature or are callable~~

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~~for redemption prior to maturity under their terms not later than fifteen (15) years from the date of issuance of the refunding bonds.~~

~~* * *~~

Sec. 96.9. Negotiability. Reserved.

~~All bonds issued under the provisions of this Article shall constitute negotiable instruments for all purposes of the laws of Florida relating to negotiable instruments.~~

~~* * *~~

Sec. 96.10. Security provisions. Reserved.

~~All acts required to be authorized hereunder may be authorized by resolution. Any such resolution shall provide for the creation of a fund into which shall be paid money fully sufficient to pay principal and interest on the refunding bonds promptly as principal and interest become due. Money paid into such fund may be derived from ad valorem taxes and other sources described in Article V of this Charter, together with those which are specifically available to municipalities under the laws of Florida. The resolution authorizing the issuance of the bonds may contain such covenants with the future holders of the bonds as to the management and operation of any utility or facility the revenues of which are pledged, the imposition and collection of fees and charges for the products, commodities or services furnished by such utility or facility, the collection, keeping and disposition of all revenues pledged, the issuance of future bonds, the creation of future liens and encumbrances against the revenues pledged or utilities and facilities producing such revenues, the carrying of insurance on such utilities or facilities, and the disposition of insurance proceeds, the keeping of books and records, remedies in the event of default, including the appointment of a receiver for utilities or revenue producing facilities, the appointment and duties of a trustee, the priority of the lien of the bonds on the pledged revenues, and other pertinent matters, as may be deemed necessary or proper by the Town Commission to assure the marketability of the refunding bonds at the most favorable price. If the revenues of any ability or other revenue producing facility have been pledged to the payment of the bonds, it shall be the duty of the Town Commission to impose and collect fees and charges for the products, commodities, and services furnished by the utility or facility in such amounts and at such rates as shall be fully sufficient to pay the expenses of the operation and maintenance thereof, and, with the other pledged revenues, provide a sinking fund sufficient to assure the prompt payment of principal and interest on the bonds and to provide such reasonable funds for contingencies, reserves and renewals, extensions and improvements as may be considered desirable. No board or commission other than the Town Commission shall have authority to fix or supervise the making of such fees and charges.~~

~~* * *~~

Sec. 96.11. Call of bonds for redemption. Reserved.

~~Where any bonds to be refunded are not to be surrendered for exchange or repayment and are not to be paid at maturity with escrowed refunding bond proceeds or money derived from escrowed obligations, but are to be paid from such source prior to~~

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~~maturity pursuant to call for redemption exercised under a right of redemption reserved in such bonds, the Town shall, prior to the issuance of the refunding bonds, call such bonds for redemption and provide for the giving of the notice of redemption required by the proceedings authorizing such bonds. Where such notice is to be given at a time subsequent to the issuance of the refunding bonds, the necessary notices may be deposited with the bank acting as escrow agent of the refunding bond proceeds and the bank appropriately instructed and authorized to give the required notices at the prescribed time or times. If any officer of the Town signing any such notice shall be no longer in office at the time of the utilization of the notice, the notice shall nevertheless be valid and effective for its intended purpose.~~

~~* * *~~

Sec. 96.12. Convertibility. Reserved.

~~In authorizing refunding bonds hereunder, the Town Commission may provide for the exchange of any such bonds after issuance for bonds of larger or smaller denominations in such manner as may be provided in the authorizing resolution, provided the bonds in changed denominations shall be exchanged for the original bonds in like aggregate principal amounts and in such manner that no overlapping interest is paid, and such bonds in changed denominations shall bear interest at the same rate or rates, shall mature on the same date or dates, shall be in the same form except for an appropriate recital as to the exchange, and shall in all other respects except as to denominations and numbers, be identical with the original bonds surrendered for exchange. Where any exchange is made pursuant to this paragraph, the bonds surrendered by the holders at the time of exchange shall be cancelled, any such exchange shall be made only at the request of the holders of the bonds to be surrendered, and the Town Commission may require all expenses incurred in connection with such exchange, including the authorization and issuance of the new bonds, to be paid by such holders.~~

~~* * *~~

Sec. 96.13. Election. Reserved.

~~An election shall be necessary to the issuance of refunding bonds hereunder and such bonds shall be issued only after having been approved by the majority of the votes cast in an election in which a majority of the free holders who are qualified electors residing in such Town shall participate, which election may be held under the provisions of F.S. §§ 100.201—100.351, inclusive, as such sections now or may hereafter exist.~~

~~* * *~~

Sec. 96.14. Circuit court validation. Reserved.

~~Any bonds issued pursuant hereto and the proceedings pursuant to which they are to be issued, may be validated under the provisions of F.S. ch. 75, as amended, in the manner and with the effect now or hereafter provided in said chapter.~~

~~* * *~~

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Sec. 96.15. ~~Article complete in itself.~~ Reserved.

~~This Article is an alternate and additional means of effecting the acts herein authorized and shall constitute full authority for the accomplishment of all acts herein authorized to be done. Any resolution adopted pursuant hereto may be adopted on a single reading at any regular meeting, and need not be published. No act or proceeding other than those specifically herein required shall be necessary to the carrying out of the powers herein granted. No other law restricting or affecting the carrying out of any such act shall be construed as applying to any proceeding had or act done under this Article.~~

* * *

ARTICLE VI. NOMINATIONS AND ELECTIONS

* * *

Sec. 97.1. Charter amendments.

Amendments to this Charter shall be proposed, presented or initiated and implemented in accordance with the requirements of section ~~5.03~~ 6.03 of Article ~~5~~ 6 of The Home Rule Charter for ~~Metropolitan~~ Miami-Dade County.

* * *

Sec. 98. ~~Qualifications of electors.~~ Reserved.

~~Any person who is at least eighteen years of age, or any person who will attain the age of eighteen prior to the next succeeding special or general election of the town, who is a citizen of the United States and a resident of the State of Florida and Town of Surfside, and who is registered to vote on the registration books of Dade County, Florida, shall be eligible to vote in Surfside elections.~~

* * *

Sec. 99. ~~Rules and regulations, supervision, etc., of elections.~~ Reserved.

~~The commission shall by ordinance establish such rules and regulations as it considers needful or desirable, not inconsistent with this Charter, governing the conduct of municipal elections, for the prevention of fraud in such elections, and for the recount of ballots in case of doubt or fraud. Municipal elections shall be supervised by the town clerk and conducted by an election board consisting of an election clerk and four or more qualified electors appointed by the mayor who shall act as inspectors of the election.~~

* * *

Sec. 100. ~~Electors qualified to vote.~~ Reserved.

~~Qualified electors of Dade County, Florida, residing in the Town of Surfside, shall constitute the electors qualified to vote in Surfside elections; provided, however, that any person qualifying as an elector less than thirty days prior to the date of a Surfside election shall not be qualified to vote in such election.~~

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* * *

Sec. 103. Ballots. Reserved.

~~All ballots used in any general or special election of commissioners held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of commissioners shall also apply:-~~

- ~~(a) The full names of all candidates nominated for the commission as hereinbefore provided, except such as may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two candidates with the same surname, or with names so similar as to be likely to cause confusion, are nominated, the addresses of their places of residences may be placed with their names on the ballot.~~
- ~~(b) The names of the candidates shall be arranged in the alphabetical order of their surnames.~~
- ~~(c) Where voting machines are not used, commissioners shall be voted for on ballots separate and distinct from ballots used for any other office or question and the ballot boxes used for the election of commissioners shall be separate and distinct from ballot boxes used for any other office or question.~~
- ~~(d) Absentee voting shall be as provided under the authority of F.S. § 101.70.~~

* * *

Sec. 104. Voting machines. Reserved.

~~When voting machines are used the laws of the State of Florida shall be applicable and the council may modify the form of the ballot, the method of expressing choices and the arrangements for conducting the election and the count, but no change shall be made which will alter or impair the principles of the voting or of the counting.~~

* * *

Sec. 107. Hours of voting. Reserved.

~~The polls shall open at seven o'clock a.m. and close at seven o'clock p.m., by whatever time is officially used by the town.~~

* * *

ARTICLE VII. RECALL

* * *

Sec. 110. Procedure generally.

~~The procedure for recall of the Mayor and Commissioners shall be as provided in Section 100.361, Florida Statutes. Any commissioner shall be subject to removal from office upon the filing of a recall petition and the affirmative vote of a majority of those voting on the question of removal at any regular or special municipal election.~~

~~No less than ten per cent of the qualified electors of the town may make and file with the town clerk a petition containing the name or names of the commissioner or commissioners whose removal is sought.~~

~~The recall petition, to be effective, must be completed within sixty days after the filing of the petition, and, if sufficient, the town clerk shall forthwith attach his certificate of sufficiency and within forty-eight hours thereafter actify in writing the commissioner or commissioners whose recall is sought in said petition. The town clerk shall also submit the petition, together with his certificate, to the commission at its next regular meeting and the commission shall, within ten days of the receipt of the clerk's certificate, order an election to be held not less than thirty days nor more than forty-five days thereafter. Provided, that if any other municipal election is to occur within sixty days after the receipt of the said clerk's certificate, the commission may in its discretion provide for the holding of the recall election on the date of such other municipal election.~~

~~Unless the commissioner or commissioners whose removal is sought shall have resigned within ten days after the receipt by the commission of the clerk's certificate, the form of ballot at such election shall be as nearly as may be: "Shall A be recalled?" "Shall B be recalled?" etc., the name of the commissioner or commissioners whose recall is sought being inserted in place of A, B, etc., and the ballot shall also contain the names of the candidates to be elected in place of the commissioner or commissioners recalled, as follows: "Candidates for the place of A, if recalled; candidates for the place of B, if recalled," etc., but the commissioner or commissioners whose recall is sought shall not themselves be candidates upon such ballot. Candidates to succeed a commissioner, if recalled, shall qualify in the same manner as provided for candidates in sections 101 and 102 hereof, except that the last day for qualifying shall be fifteen days before the date of the election rather than twenty days.~~

~~If a majority of votes in connection with the recall of any commissioner be in favor of the recall, the term of office of such commissioner shall terminate upon the certification of the results of election by the town commission which shall canvass the results the day following the election.~~

~~If the canvassing of the results of such recall election shall be shown to be against the recall of the commissioner he shall continue in office as if no recall election had been held, and the vote for the election of the successor of such commissioner taken at the time of such attempted recall shall be void.~~

~~No court shall stay or enjoin any proceeding hereunder unless the person seeking such process shall first file with the clerk of the court having jurisdiction of such a case a bond in the penal sum of four thousand dollars with sufficient security, and conditioned to pay to the town all costs, damages and expenses, including reasonable attorney fees, if such order is thereafter set aside or the case dismissed.~~

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~~Should the commission fail or refuse to order an election as herein provided within the time required such election may be ordered by any court of competent jurisdiction.~~

* * *

ARTICLE VIII. INITIATIVE AND REFERENDUM

* * *

Sec. 119. Ballots; use of voting machines. Reserved.

~~Ordinances submitted to vote of the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted by ballot title, which shall be prepared in all cases by the legal advisor of the town. The ballot title may be different from the legal title of any such initiated or referred ordinance and shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance. The ballot used in voting upon any ordinance, if a paper ballot, shall have below the ballot title the following propositions, one above the other, in the order indicated: "For the Ordinance," and "Against the Ordinance."~~

~~Immediately at the left of each proposition there shall be a square in which by making a cross (X) the elector may vote for or against the ordinance. Any number of ordinances may be voted on at the same election and may be submitted on the same ballot, but any paper ballot used for voting thereon shall be for that purpose only. If voting machines are used, the ballot title of any ordinance shall have below it the same two propositions, one above the other or one preceding the other in the order indicated, and the elector shall be given an opportunity to vote for either of the two propositions and thereby to vote for or against the ordinance.~~

* * *

ARTICLE IX. MISCELLANEOUS PROVISIONS

* * *

Sec. 139. Records and accounts to be open to public; exception.

All records and accounts of every office, department or agency of the town shall be open to inspection by any citizen, any representative of the press, or citizens' organization, or any owner of property within the town, at all reasonable times and under reasonable regulation established by the town manager.

~~All records, documents and accounts will remain in the affected department or agency of the town, and no such records, documents or accounts will be allowed to be taken from these offices without prior written permission of the town manager.~~

* * *

Sec. 141. Bonds of officers and employees. Reserved.

~~All officers and employees of the town shall give bond in such amount and with such surety as may be approved by the commission. The premiums on such bonds shall be paid by the town.~~

* * *

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Sec. 145. ~~Same—When bond or security required.~~ Reserved.

~~The town depositories of the general fund, water revenue funds derived from special assessments other than sinking funds [sic], shall furnish such bond or security as required by the town commission.~~

* * *

Sec. 146. ~~Investment of sinking funds.~~ Reserved.

~~It shall be the duty of the town commission through the town manager to invest as savings accounts or otherwise all monies belonging to the town, collected and held as sinking funds; the investment of such funds to be done and made in such manner as, in the judgment of the town commission, may be to the best interest of the town. In making investments the town commission may purchase only interest bearing United States Government bonds or bonds of the Town of Surfside, and none of these bonds at a higher price than the market price at the time of purchase. Deposits of the sinking fund cash balances shall be secured in the same manner and to the same extent as required for the general fund, the water revenue fund and funds derived from special assessments.~~

* * *

Sec. 147. ~~Deposit of interest; interest to be credited to proper fund.~~ Reserved.

~~All moneys collected as interest shall be placed in a depository and credited by the town manager to the fund from which derived.~~

* * *

Sec. 148. ~~Acceptance of dedicated streets.~~ Reserved.

~~No streets or alleys hereafter dedicated to public use by the owner of land in the town shall be deemed a public street or alley, or under the care and control of the council, unless the dedication be accepted and confirmed by ordinance passed for such purpose, or unless the provisions of this Charter or town ordinances relating to subdivisions shall have been complied with.~~

* * *

* * *

Sec. 153. - Reserved Prohibition of Lot Subdivision.

Any lot in Town shall not be subject to Subdivision, as defined pursuant to and in accordance with Chapter 28 of Miami-Dade County Code of Ordinances, resulting in a smaller lot, without the unanimous vote of the Town Commission.

* * *

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Sec. 155. - Reserved Ensuring Collection of Obligations Due to the Town.

Except for code enforcement liens, any monies or obligations owed to the Town exceeding \$50,000.00 in 2024, indexed for inflation in future years, shall not be extended, reduced, waived or forgiven by the Town Commission, except by its unanimous vote and by at least a 60% vote of the Town's Electors."

* * *

~~ARTICLE X. IMPROVEMENTS AND SPECIAL ASSESSMENTS GENERALLY~~
RESERVED

* * *

~~Sec. 157. Scope of authority.~~

~~The Town Commission is hereby authorized and empowered in the manner herein provided to cause any waterway within said town to be bulkheaded; to cause groynes or jetties to be constructed along the shore and into the Atlantic Ocean to protect the mainland from the effects of erosion, the tides and winds; to cause boardwalks or other walks or sea walls to be constructed along any property owned by the town, or in which it has a perpetual easement, or which is dedicated to the town or the public along or near the shore of the Atlantic Ocean; to cause any and all highways and streets, by whatever designation they may be known, or any part thereof, to be lighted, "whiteway" lighted, graded, paved, repaved, and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway or street, or part thereof, and/or in any right-of-way or easement granted to or acquired by the town or any dedicated way, and may provide for the payment of all or any part of the costs of any such improvements by levying and collecting special assessments on the abutting, adjoining or other specially benefited property.~~

* * *

~~Sec. 158. Method of prorating special assessments.~~

~~Special assessments against property deemed to be specially benefited by the improvements provided for hereinabove shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the front footage of the respective properties specially benefited by said improvement, or by such other method as the Town Commission may prescribe.~~

* * *

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Sec. 159. Resolution required to declare special assessment.

~~The initial proceedings for local improvements hereunder shall be the passage, at a regular or special meeting of the Town Commission, of a resolution ordering the same to be made, stating the nature of the proposed improvement, designating the streets, sidewalks, lot, block or other area or property to be so improved or the location of said sanitary sewers, storm sewers or drains, and the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, what part, if any, shall be apportioned to be paid from funds of the town, and said resolution shall also designate the lands upon which the special assessments shall be levied, and in describing said lands it shall be sufficient to describe them as "all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for." Nothing herein contained, however, shall be construed to prevent the designation of lots or lands which are not adjoining, contiguous to, bounding or abutting each other in connection with the bulkheading, groynes, jetties, sea walls and other improvements to waterfront properties subject to erosion or tides. Such resolution shall also state the total estimated cost of the improvement.~~

~~* * *~~

Sec. 160. Plans and specifications, with estimated cost of proposed improvement required before adoption of resolution.

~~At the time of the adoption of the resolution provided for in section 159, there shall be on file with the town clerk, an assessment plat showing the area to be assessed, with plans and specifications, and an estimate of the cost of the proposed improvement, which assessment plat, plans and specifications and estimate shall be open to the inspection of the public.~~

~~* * *~~

Sec. 161. Publication of resolution.

~~Following the adoption of the resolution provided for in section 159, the town clerk shall cause said resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Dade County.~~

~~* * *~~

Sec. 162. Assessment roll.

~~Upon the adoption of the resolution aforesaid, the town manager shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be completed and filed with the town commission as promptly as possible; said assessment roll shall show the lots and lands assessed, the amount of the assessment against each lot or parcel of land, and if said~~

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assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall also be entered and shown upon said assessment roll.

* * *

Sec. 163. Publication of assessment roll.

~~Upon the completion of said assessment roll, the Town Commission shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein may appear and be heard as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment therefor and as to the amount thereof to be assessed against each property so improved. Twenty days' notice in writing of such time and place shall be given to such property owners, which shall be served by mailing a copy of such notice to each of such property owners at his last known address, the names and addresses of such property owners to be obtained from the records of the tax assessor or from such other sources as the town clerk deems reliable, proof of such mailing to be made by the affidavit of the town clerk; provided that failure to mail such notice or notices shall not invalidate any of the proceedings hereunder. Notice of the time and place of such hearing shall also be given by two publications a week apart in a newspaper of general circulation in Dade County, Florida; provided that the last publication shall be at least one week prior to the date of the hearing. Said notice shall describe the nature of the improvement and advise all persons interested that the description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the town clerk. Such service by publication shall be verified by the affidavit of the publisher and filed with the town clerk.~~

* * *

Sec. 164. Equalizing board to hear complaints and adjust assessments; rebate or difference in cost and assessment.

~~At the time and place named in the notice provided for in section 163, the town commission shall meet as an equalizing board to hear and consider any and all complaints as to such special assessments on a basis of justice and right, and when so equalized and approved by resolution or ordinance of the council, such assessments shall stand confirmed, and remain legal, valid and binding first liens, upon the property against which such assessments are made, until paid; provided however, that upon completion of the improvement the town shall credit to each of said assessments the difference in the assessment as originally made, approved and confirmed, and the proportionate part of the actual cost of said improvement to be paid by special assessments as finally determined upon the completion of said improvement, provided that in no event shall the final assessments exceed the amount originally assessed. Promptly after such confirmation, the assessments shall be recorded by the town clerk in a special book, to be known as the "improvement lien book," and the record of the lien in said book shall constitute prima facie evidence of its validity.~~

* * *

~~Sec. 165. Priority of lien, interest and method of payment.~~

~~Said assessments shall be payable at the time and in the manner stipulated in the resolution providing for said improvements, and said special assessments shall remain liens, co-equal with the lien of other taxes, superior in dignity to all other liens, titles and claims, until paid, and shall bear interest at the rate of not to exceed seven per cent per annum from the date of the acceptance of said improvement and may, by the resolution aforesaid, be made payable in not more than ten equal yearly installments, to which, if not paid when due, there shall be added a penalty at the rate of one per cent per month, until paid; provided that said assessments may be paid without interest at any time within thirty days after the improvement is completed, and a resolution accepting the same has been adopted by the Town Commission.~~

~~* * *~~

~~Sec. 166. Legal proceedings instituted upon failure of property owner to pay special assessment or interest when due; foreclosure; service of process.~~

~~Each annual installment provided for in section 165 shall be paid upon the dates specified in said resolution, with interest upon all deferred payments, until the entire amount of said assessment has been paid, and upon the failure of any property owner to pay any annual installment due, or any part thereof, or any annual interest upon deferred payments, the Town Commission shall cause to be brought the necessary legal proceedings by a bill in chancery to enforce payment thereof with all accrued interest and penalties, together with all legal costs incurred, including a reasonable attorney's fee to be assessed as part of the costs, and in the event of default in the payment of any installment of an assessment, or any accrued interest on said assessment, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and the property assessed subject to foreclosure. In the foreclosure of any special assessment, service of process against unknown or non-resident defendants may be had by publication, as now provided by law in other chancery suits. The foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.~~

~~* * *~~

~~Sec. 167. Bonds may be issued to an amount not exceeding the amount of liens assessed for the cost of improvements to be paid by special assessment.~~

~~After the equalization, approval and confirmation of the levying of the special assessments for improvements as provided by section 164 and as soon as a contract for said improvement has been finally let, the Town Commission may by ordinance authorize the issuance of bonds, to be designated "Improvement Bonds, Series No. _____," in an amount not in excess of the aggregate amount of said liens levied for such improvements. Said bonds shall be payable from a special and separate fund to be known as the "Improvement Fund, Series No. _____," which shall be used solely for the payment of the principal and interest of said "Improvement Bonds, Series No. _____," and for no other~~

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~~purpose. Said fund shall be deposited in a separate bank account and all the proceeds collected by the town from the principal, interest and penalties of said liens shall be deposited and held in said fund. Said bonds so issued shall never exceed the amount of liens assessed, and said bonds shall mature not later than six months after the maturity of the last installment of said liens. Said bonds shall bear certificates signed by the town clerk certifying that the amount of liens levied, the proceeds of which are pledged to the payment of said bonds, are equal to the amount of the bonds issued. The bonds may be delivered to the contractor in payment for his work or may be sold at public or private sale for not less than par and accrued interest, the proceeds to be used in paying for the cost of the work. Said bonds shall not be a charge on, or payable out of, the general revenues of the town, but shall be payable solely out of said assessments, installments, interest and penalties. Any surplus remaining after payment of all bonds and interest thereon shall revert to the town and shall constitute surplus as defined in section 49 of this Charter.~~

~~* * *~~

~~Sec. 168. Assessments to be made until valid.~~

~~If any special assessment made under the provisions of this article to defray the whole or any part of the expense of any said improvement shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Town Commission shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, or if the Town Commission shall have omitted to make such assessment when it might have done so, the Town Commission shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or against any property specially benefited by any improvement, following as nearly as may be the provisions of this article and in case such second assessment shall be annulled, the Town Commission may obtain and make other assessments until a valid assessment shall be made.~~

~~* * *~~

~~Sec. 169. Portion of cost of improvement and items considered improvement cost may be paid out of general funds or any special fund for the purpose.~~

~~The Town Commission may pay out of its general funds or out of any special fund that may be provided for that purpose such portion of the cost of any improvement as may be provided in the resolution adopted under section 159.~~

~~* * *~~

~~Sec. 170. Assessment roll sufficient evidence of assessment and other proceedings of this article; variance not material unless party objecting materially injured thereby.~~

~~Any informality or irregularity in the proceedings in connection with the levy of any special assessment under the provisions of this article shall not affect the validity of the same where the assessment roll has been confirmed by the Town Commission, and the~~

CODING: Additions to existing text are shown by underline and deletions are shown as strikethrough.

~~assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, that the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the said assessment roll were duly had, taken and performed as required by this article; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.~~

~~* * *~~

~~Sec. 171. Denomination of bonds, interest, place of payment, form, signatures, coupons and delivery.~~

~~All bonds issued under this article shall be the denomination of one hundred dollars, or some multiple thereof, and shall bear interest at a uniform rate not exceeding six per cent per annum, payable annually or semi-annually thereafter until maturity, and not exceeding ten per cent per annum after maturity, and both principal and interest shall be payable at such place or places as the Town Commission may determine. The form of such bonds shall be fixed by ordinance of the Town Commission and said bonds shall be signed by the mayor and the town clerk, under the seal of the town; the coupons, if any, shall be executed by the facsimile signatures of said officers. The delivery of any bond and coupons so executed at any time thereafter shall be valid although before the date of delivery the person signing such bonds or coupons shall cease to hold office.~~

~~* * *~~

~~Sec. 172. Construction and authority of article.~~

~~This article shall, without reference to any other law of Florida, be full authority for the issuance and sale of the bonds by this article authorized, and shall be construed as an additional and alternative method for the financing of the improvements referred to herein. No ordinance, resolution, election or proceedings in respect to the issuance of any bonds hereunder shall be necessary, except such as is required by this article, and no publication of any resolution, ordinance, election, notice or proceeding relating to the issuance of the bonds provided for by this article shall be required, except such as required by this article.~~

~~* * *~~

~~Sec. 173. Bonds negotiable.~~

~~Bonds issued hereunder shall have all the qualities of negotiable paper under the law merchant, and shall not be invalid for any irregularity or defect in the proceedings for the issue and sale thereof, and shall be incontestible in the hands of bona fide purchasers or holders thereof for value.~~

~~* * *~~

CODING: Additions to existing text are shown by underline and deletions are shown as strikethrough.

~~Sec. 174. Provisions of article supplemental, additional and alternative procedure.~~

~~This article shall not preclude the use by the town of any general or special law of the State of Florida relating to the subject matter hereof, but shall be deemed to provide a supplemental, additional and alternative method of procedure for the benefit of the town.~~

* * *

Section 4. Approved Ballot Language. The following ballot language for the amendments to the Town Charter comprised of a ballot title, summary question and response, is found legally sufficient and approved. The form of ballot for the amendments shall be submitted to the electors in substantially the following form:

1) **RESIDENTIAL USES ON LOTS BETWEEN COLLINS AND HARDING AVENUES**

The Town Charter does not limit residential uses on lots west of Collins Avenue and east of Harding Avenue. Except for lots zoned for Municipal Use (MU or CF) and SD-B40, it is proposed that the Charter be amended to limit residential uses on said lots to multi-family and townhouses only unless by unanimous vote of the Town Commission and by at least a 60% vote of the Town’s Electors.

Shall the above-described amendment be adopted?

YES []
NO []

2) **RESIDENTIAL USES ON LOTS WEST OF HARDING AVENUE**

The Town Charter does not limit residential uses on lots west of Harding Avenue. Except for lots zoned for Municipal Use (MU or CF) and SD-B40, it is proposed that the Charter be amended to limit residential uses on said lots to detached, single-family only unless by unanimous vote of the Town Commission and by at least a 60 % vote of the Town’s Electors.

Shall the above-described amendment be adopted?

YES []
NO []

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.

3) PROHIBITION OF LOT SUBDIVISION

The Town Charter does not prohibit the subdivision of lots. It is proposed that the Charter be amended to prohibit the subdivision of lots, resulting in smaller lots, without the unanimous vote of the Town Commission.

Shall the above-described amendment be adopted?
YES []
NO []

4) ENSURING COLLECTION OF OBLIGATIONS DUE TO THE TOWN

The Town Charter does not mandate collection of monies or obligations due. It is proposed that the Charter be amended to ensure that, except for code enforcement liens, any monies or obligations owed to the Town exceeding \$50,000.00 in 2024, indexed for inflation in future years, shall not be extended, reduced, waived or forgiven by the Town Commission, except by its unanimous vote and by at least a 60% vote of the Town’s Electors.

Shall the above-described amendment be adopted?
YES []
NO []

5) REMOVAL OF TOWN CHARTER PROVISIONS DEEMED NO LONGER APPLICABLE AND/OR SUPERSEDED BY FLORIDA LAW

The Town Charter contains Articles and Sections no longer applicable and/or superseded by Florida law. It is proposed that the Charter be amended to delete those sections of Articles I, II, III, IV, V, Va, VI, VII, VIII, IX and X of the Town Charter that no longer apply and/or have been superseded by Florida law.

Shall the above-described amendment be adopted?
YES []
NO []

Section 5. Public Inspection of Amendments. The full text of the amendments set forth above and incorporated herein and made a part hereof by this reference, shall be made available for public inspection during regular business hours at and through the office of the Town Clerk. The Town Clerk is directed to make copies of the amendments and this Ordinance available for public inspection and copying.

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.

Section 6. Ballot and Canvassing.

1) The balloting shall be conducted on Tuesday, November 5, 2024, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for elections in the Town. Absentee voting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes, shall be provided. All qualified Town Electors who are timely registered in accordance with law shall be entitled to vote.

2) The Town Clerk is authorized to obtain any necessary election administration services from the Miami-Dade Supervisor of Elections. The Town Clerk and the Miami-Dade County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed pursuant to the Town Charter and Town Code, unless otherwise provided by law.

Section 7. Notice of Election. The Town Commission hereby directs the Town Clerk to publish the notice of said election in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Town at least thirty (30) days prior to said election and in substantially the following form:

“NOTICE OF SPECIAL ELECTION”

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION DULY ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, A SPECIAL ELECTION HAS BEEN CALLED ON TUESDAY, NOVEMBER 5, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING PROPOSED CHARTER AMENDMENTS SHALL BE SUBMITTED TO THE QUALIFIED TOWN ELECTORS:

1) RESIDENTIAL USES ON LOTS BETWEEN COLLINS AND HARDING AVENUES

The Town Charter does not limit residential uses on lots west of Collins Avenue and east of Harding Avenue. Except for lots zoned for Municipal Use (MU or CF) and SD-B40, it is proposed that the Charter be amended to limit residential uses on said lots to multi-family and townhouses only unless by unanimous vote of the Town Commission and by at least a 60% vote of the Town’s Electors.

Shall the above-described amendment be adopted?

YES []
NO []

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.

2) RESIDENTIAL USES ON LOTS WEST OF HARDING AVENUE

The Town Charter does not limit residential uses on lots west of Harding Avenue. Except for lots zoned for Municipal Use (MU or CF) and SD-B40, it is proposed that the Charter be amended to limit residential uses on said lots to detached, single-family only unless by unanimous vote of the Town Commission and by at least a 60 % vote of the Town’s Electors.

Shall the above-described amendment be adopted?
YES []
NO []

3) PROHIBITION OF LOT SUBDIVISION

The Town Charter does not prohibit the subdivision of lots. It is proposed that the Charter be amended to prohibit the subdivision of lots, resulting in smaller lots, without the unanimous vote of the Town Commission.

Shall the above-described amendment be adopted?
YES []
NO []

4) ENSURING COLLECTION OF OBLIGATIONS DUE TO THE TOWN

The Town Charter does not mandate collection of monies or obligations due. It is proposed that the Charter be amended to ensure that, except for code enforcement liens, any monies or obligations owed to the Town exceeding \$50,000.00 in 2024, indexed for inflation in future years, shall not be extended, reduced, waived or forgiven by the Town Commission, except by its unanimous vote and by at least a 60% vote of the Town’s Electors.

Shall the above-described amendment be adopted?
YES []
NO []

5) REMOVAL OF TOWN CHARTER PROVISIONS DEEMED NO LONGER APPLICABLE AND/OR SUPERSEDED BY FLORIDA LAW

The Town Charter contains Articles and Sections no longer applicable and/or superseded by Florida law. It is proposed that the Charter be amended to delete those sections of Articles I, II, III, IV, V, Va, VI, VII, VIII, IX and X of the Town Charter that no longer apply and/or have been superseded by Florida law.

Shall the above-described amendment be adopted?
YES []
NO []

The full text of the proposed Charter Amendments is available at the Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154.

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.

Section 8. Effectiveness of Charter Amendments.

A. The proposed amendments set forth above in Section 3 of this Resolution shall become effective if the majority of qualified Town Electors voting on said amendments vote for their adoption; and they shall be considered adopted and effective upon certification of the election results.

B. The Town Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Town Charter. If some, but not all, of the Charter amendments are approved by the Electors, conforming amendments shall be deemed to be adopted and the Town Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

C. Upon adoption of the Charter amendments, the Town Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida and/or the Florida Department of State, as applicable.

Section 9. Implementation. The Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions as may be appropriate by their position to execute the purpose of this Resolution.

Section 10. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 11. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand.

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Section 12. Inclusion in the Charter. Subject to the requirements of Section 8 above, the Town Commission intends and hereby provides that the amendments to the Town Charter set forth herein shall become and be made a part of the Charter of the Town of Surfside, Florida and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

Section 13. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____, who moved its adoption.
The motion was seconded by _____ upon being put to a vote, the vote
was as follows:

- Mayor Charles W. Burkett _____
- Vice Mayor Tina Paul _____
- Commissioner Ruben Coto _____
- Commissioner Nelly Velasquez _____
- Commissioner Gerardo Vildostegui _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

Charles W. Burkett, Mayor

ATTEST:

Sandra N. McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Mark Blumstein, Interim Town Attorney

CODING: Additions to existing text are shown by underline and deletions are shown as ~~strikethrough~~.



MEMORANDUM

ITEM NO. 5D.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Resolution calling for a Special Election on November 5, 2024 for the purpose of submitting a question to the electorate related to the imposition of a 1% homeless and domestic violence tax.**

For the Town Commission to approve the resolution calling for a special election.

The Miami-Dade Homeless Trust seeks 100% participation by all municipalities in Miami-Dade County. The Town is exempt from this tax but may impose it upon a referendum approved by a majority of Town Electors.

The Town Commission is considering whether to submit a ballot question to the Town Electors for them to determine whether to impose this new tax aimed at supporting the homeless and victims of domestic violence in Miami-Dade County.

[Resolution - Homeless Tax](#)

RESOLUTION NO. 2024- _____

AN RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A SPECIAL ELECTION ON NOVEMBER 5, 2024, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA, IN ACCORDANCE WITH SECTION 212.0306(2)(d), FLORIDA STATUTES, AUTHORIZATION FOR MIAMI-DADE COUNTY TO IMPOSE A ONE-PERCENT FOOD AND BEVERAGE TAX ON QUALIFIED ESTABLISHMENTS; APPROVING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 212.0306 (“Statute”) authorizes any county to impose a one-percent tax on food, beverages and alcoholic beverages on establishments (except hotels and motels) with gross annual revenues in a previous calendar year of \$400,000.00 (“Tax”); and

WHEREAS, the Town of Surfside (“Town”) is exempt from the Statute because it already imposes a municipal resort tax, as authorized by Chapter 67-930, Laws of Florida; and

WHEREAS, the Florida Legislature amended the Statute to allow exempt municipalities like the Town to authorize Miami-Dade County to levy the Tax by first adopting an ordinance that is subsequently approved at a local referendum held at a general election; and

WHEREAS, on June 18, 2024, the Town Commission will consider the adoption of an ordinance authorizing Town Electors to approve the Tax pursuant to the Statute by referendum; and

WHEREAS, should the ordinance pass, this Resolution containing the ballot question shall be transmitted to the Miami-Dade County Supervisor of Elections, together with an appropriate request for a special election, thereby authorizing the Miami-Dade County Elections Department to take the actions necessary to administer the special election for the Town; and

WHEREAS, the Town Commission has prepared and considered the ballot language contained herein, and, after careful deliberation and upon the recommendation of the Town Attorney, the Town Commission finds the ballot language as provided herein to be legally sufficient; and

WHEREAS, pursuant to the Statute, the Town Commission seeks to provide the requisite ballot language for submission to the Town Electors for Miami-Dade County to impose the Tax, and to direct the Town Clerk to request and utilize the services of the Miami-Dade County Supervisor of Elections to administer a special election by placing the following ballot question on the November 5, 2024 United States presidential election ballot.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by reference.

Section 2. Special Election Called. A special election is hereby called and requested of the Miami-Dade County Supervisor of Elections, to run concurrent with, and by placing the following ballot question, on the November 5, 2024 U.S. Presidential Election ballot to authorize Miami-Dade County to impose the Tax pursuant to Statute. The Town Clerk is hereby directed to request and utilize the services of the Miami-Dade County Supervisor of Elections to administer the election.

Section 3. Ballot Question. Pursuant to the Statute, the Town Electors shall consider the following ballot question:

“Shall Miami-Dade County levy a homeless and domestic abuse tax of one percent on the sale of food, beverages, or alcoholic beverages for establishments licensed to sell alcoholic beverages for consumption on premises that gross over \$400,000.00 annually, except for hotels and motels, within the boundaries of the Town of Surfside?”

Section 4. Form of Ballot. The ballot question for the referendum question shall be substantially as follows:

REFERENDUM TO LEVY HOMELESS AND DOMESTIVE ABUSE TAX

“Shall Miami-Dade County levy a homeless and domestic abuse tax of one percent on the sale of food, beverages, or alcoholic beverages for establishments licensed to sell alcoholic beverages for consumption on premises that gross over \$400,000.00 annually, except for hotels and motels, within the boundaries of the Town of Surfside?”

YES []
NO []

Section 5. Ballot and Canvassing.

1) The balloting shall be conducted on Tuesday, November 5, 2024, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for elections in the Town. Absentee voting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes, shall be provided. All qualified Town Electors who are timely registered in accordance with law shall be entitled to vote.

2) The Town Clerk is authorized to obtain any necessary election administration services from the Miami-Dade Supervisor of Elections. The Town Clerk and the Miami-Dade County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed pursuant to the Town Charter and Town Code, unless otherwise provided by law.

Section 6. Notice of Election. The Town Commission hereby directs the Town Clerk to publish the notice of said election in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Town at least thirty (30) days prior to said election and in substantially the following form:

“NOTICE OF SPECIAL ELECTION”

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION DULY ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, A SPECIAL ELECTION HAS BEEN CALLED ON TUESDAY, NOVEMBER 5, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED TOWN ELECTORS:

REFERENDUM TO LEVY HOMELESS AND DOMESTIVE ABUSE TAX

“Shall Miami-Dade County levy a homeless and domestic abuse tax of one percent on the sale of food, beverages, or alcoholic beverages for establishments licensed to sell alcoholic beverages for consumption on premises that gross over \$400,000.00 annually, except for hotels and motels, within the boundaries of the Town of Surfside?”

YES []
NO []

The full text of the proposed Referendum is available at the Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154.

Section 7. Inspection and Copies. This Resolution containing the ballot question shall remain on file at the Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154, and shall be available for public inspection during regular business hours.

Section 8. Effectiveness of Referendum and corresponding Ordinance.
A. The proposed Referendum and corresponding Ordinance referenced in this Resolution shall become effective if the majority of qualified Town Electors voting on same favor its adoption; and it shall be considered adopted and effective upon certification of the election results, but the Tax shall only become effective upon the first day of January following the general election on November 5, 2024.

B. The Town Clerk shall then file the adopted Ordinance with Miami-Dade County and the Florida Department of Revenue.

Section 9. Implementation. The Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions as may be appropriate by their position to execute the purpose of this Resolution.

Section 10. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 11. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand.

Section 12. Effective Date. This Resolution shall become effective immediately upon adoption.

[INTENTIONALLY LEFT BLANK]

The foregoing Resolution was offered by _____, who moved its adoption.
The motion was seconded by _____ upon being put to a vote, the vote
was as follows:

- Mayor Charles W. Burkett _____
- Vice Mayor Tina Paul _____
- Commissioner Ruben Coto _____
- Commissioner Nelly Velasquez _____
- Commissioner Gerardo Vildostegui _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

Charles W. Burkett, Mayor

ATTEST:

Sandra N. McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Mark Blumstein, Interim Town Attorney



MEMORANDUM

ITEM NO. 5E.

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

From: Vice Mayor Tina Paul

Date: June 18, 2024

Subject: **Re-Establishing Sustainability and Resiliency Committee**

For the Town Commission to re-establish the Sustainability and Resiliency Committee to study and recommend policies and programs that strengthen the resiliency of our community, improve natural and engineered resources, prevent harm to the natural and built environment, and benefit the social, economic and environmental wellbeing of the Town for present and future generations.

As a coastal municipality Surfside is at the forefront of environmental issues with concern for the sustainability and resiliency of the Town.

The Town Commission recognizes the importance of strengthening the resiliency of our community with implementation of sustainable and resilient policies and programs to protect our natural environment and benefit the community.

[Resolution - Sustainability Resiliency Committee](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RE-ESTABLISHING THE TOWN OF SURFSIDE SUSTAINABILITY AND RESILIENCY COMMITTEE TO STUDY AND RECOMMEND POLICIES TO THE TOWN COMMISSION; PROVIDING FOR THE COMMITTEE'S CHARTER AND ORGANIZATION; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is a coastal municipality that abuts the Atlantic Ocean and Biscayne Bay along much of its borders; and

WHEREAS, sea level rise, climate change and other environmental issues are a concern for the sustainability and resiliency of the Town; and

WHEREAS, the Town desired to be proactive and address such issues by implementing polices or programs that promote efficient, cost effective building and infrastructure improvements and policies that protect and mitigate any damage to the Town's beaches, buildings, infrastructure and environment; and

WHEREAS, by Resolution No. 2016-2378, the Town Commission established the Sustainability Subcommittee advisory to the Planning & Zoning Board ("Subcommittee") to study and recommend policies and programs to strengthen resiliency and tasked the Subcommittee to address sea level rise as an element in Comprehensive Plan; and

WHEREAS, having completed its purpose and tasks, the Town Commission, by Resolution 2018-2519, abolished the Subcommittee and simultaneously established a new Sustainability and Resiliency Committee ("Committee") to serve in an advisory capacity to the Town Commission pursuant to Resolution 2018-2518; and

WHEREAS, the Town Commission, by Resolution 2020-2688, determined that the objectives and tasks of the Committee were fulfilled and thereby abolished same; and

WHEREAS, the Town Commission now seeks to reestablish the Committee comprised of members with expert knowledge and experience on the issue of sustainability and resiliency for coastal municipalities to produce the best and most effective policies, including as to sustainability; and

WHEREAS, pursuant to Article II, Section 31 of the Charter, the Town Commission may appoint boards and commissions to be composed of citizens who are registered qualified electors of Miami-Dade County Florida, whose legal residence is in the Town of Surfside; and

WHEREAS, the Town Commission finds that it is necessary to establish the Committee to study and recommend policies and programs that strengthen the resiliency of our community, improve natural and engineered resources, prevent harm to the natural and built environment, and benefit the social, economic and environmental wellbeing of the community for present and future generations; and

WHEREAS, the Committee shall identify, study and propose policies for the Town Commission's consideration for the purpose of implementing sustainable and resilient policies, as further detailed in the Charter attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that re-establishing the Committee is in the best interest of the Town.

NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Re-establishment of Sustainability and Resiliency Committee. The Town Commission hereby re-establishes the Sustainability and Resiliency Committee ("Committee") as a continuing committee that will serve in an advisory capacity to the Town Commission to study and recommend sustainability and resiliency policies, programs, and improvements for consideration and implementation by the Town Commission. The Committee shall comply with Section 2-204 of the Town Code and shall be subject to Florida's Government-in-the-Sunshine and Public Records Laws and the State of Florida, Miami-Dade County and Town of Surfside Code of Ethics.

Section 3. Charter: Organization. The Town Commission hereby approves and adopts the Committee's Charter, attached hereto as Exhibit "A." The Committee shall identify, study, review and recommend policies, programs, and initiatives to the Town Commission for the implementation of sustainable and resilient policies.

Section 4. Authorization and Implementation. The Town Clerk and Town Manager are hereby authorized and directed to take any and all such action as may be required to implement the Committee and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 18th day of June, 2024.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto _____

Commissioner Nelly Velasquez _____

Commissioner Gerardo Vildostegui _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

Mark Blumstein, Interim Town Attorney

Exhibit "A"

Sustainability and Resiliency Committee Charter

The Sustainability and Resiliency Committee ("Committee") Charter establishes the objectives, goals and purposes of the Committee as an advisory and continuing committee to the Town Commission, and the organizational structure of the Committee:

A. Objective and Goals: To study, identify and recommend policies to the Town Commission for adoption and implementation by the Town of Surfside ("Town") to address future risk and economic losses associated with climate change, sea level rise and flooding, and foster sustainable growth patterns, transit, and the use of sustainable building techniques with the goal of:

1. Adapting and mitigating to climate change and sea level rise;
2. Promoting green and sustainable building, construction and operations;
3. Protecting, restoring, optimizing and creating green spaces;
4. Improving alternative transportation and mobility; and
5. Increased environmental awareness and stewardship of ecosystems; and
6. Improving design, construction, maintenance of buildings and infrastructure.

B. Purpose: The purpose of the Committee is to identify, study, and recommend policies and programs that strengthen the sustainability and resiliency of our community. The Committee shall provide its expert input and adopt recommendations to the Town Commission.

C. Composition, Appointment, and Qualifications:

The Committee shall consist of five (5) voting members and two (2) non-voting liaison members from the Town Commission and the Planning and Zoning Board. The five (5) voting members shall be comprised of the following:

1. One (1) member shall possess expertise in engineering, planning or architecture, with a focus on infrastructure.
2. One (1) member shall possess expertise in community and real estate development.
3. One (1) member shall possess expertise in one or more of the following areas: environmental, climatology; geophysics; coastal management, oceanography or coastal ocean science.
4. One (1) member shall possess expertise in emergency management.
5. One (1) member shall possess expertise in economics, finance and/or risk management.

Members shall be appointed as follows:

1. Each of the five (5) Town Mayor and Commissioners shall appoint one (1) person to serve as a voting member of the Committee.
2. One (1) non-voting member shall be a Town Commissioner appointed by the Town Commission and shall serve as a liaison member.
3. One (1) non-voting member shall be a Planning and Zoning Board member appointed by the Planning and Zoning Board and shall serve as a liaison member.

D. Organization: The Committee shall meet a minimum of once per quarter and provide recommendations, or a report, to the Town Commission. The chair of the Committee shall have the ability to call additional meetings, upon an affirmative vote of the Committee. The Committee shall comply with Section 2-204 of the Town Code and shall be subject to Florida's Government-in-the-Sunshine and Public Records Laws and the State of Florida, Miami-Dade County and Town of Surfside Code of Ethics.



MEMORANDUM

ITEM NO. 5F.

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

From: Commissioner Gerardo Vildostegui

Date: June 18, 2024

Subject: **Resolution Declaring June 19th as "Juneteenth National Independence Day"**

The Commission should approve the attached resolution.

The Town last recognized the Juneteenth holiday in 2021. A couple of weeks after the passage of Resolution 2021-2798, "Juneteenth National Independence Day" became a federal holiday. The Town should acknowledge this change in federal law, and the Town should do its part to make this important commemoration into a holiday for all Americans.

[Resolution - Juneteenth National Holiday](#)

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING JUNE 19th AS “JUNETEENTH NATIONAL INDEPENDENCE DAY”; CALLING ON THE GOVERNOR AND LEGISLATURE OF THE STATE OF FLORIDA TO CREATE A STATE HOLIDAY RECOGNIZING THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, even though the Civil War ended in April of 1865, the practice of chattel slavery persisted for several more months in isolated regions of the former Confederacy; and

WHEREAS, on June 19th, 1865, Major General Gordon Granger of the United States Army, accompanied by two thousand soldiers of the 13th Army Corps, announced to the people of Galveston, Texas, that all slaves in Texas were free, pursuant to General Order, No. 3 (The Emancipation Proclamation), issued by President Abraham Lincoln; and

WHEREAS, the anniversary of this joyous and momentous event has been celebrated under many names--Juneteenth, Freedom Day, Jubilee Day, Liberation Day, Second Independence Day, and Emancipation Day, to name just a few--all which commemorated the same event and the ending of chattel slavery in the United States; and

WHEREAS, on June 17th, 2021, President Joseph R. Biden signed legislation creating the federal holiday of “Juneteenth National Independence Day,” to be celebrated annually on June 19th; and

WHEREAS, by recent count, twenty-five U.S. states and the District of Columbia have made the Juneteenth National Independence Day an official public holiday and a paid holiday for state employees; and

WHEREAS, the Town of Surfside has previously recognized and celebrated this new and important holiday, most notably through Resolution 2021-2798, which declared June 19th, 2021, as Juneteenth Day in the Town of Surfside; and

WHEREAS, as Resolution 2021-1798 states, “Juneteenth provides all Americans with an important opportunity to thoughtfully reflect upon the tumultuous past and promising dream imagined in the Declaration of Independence's ideal of a 'more perfect union'”; and

WHEREAS, the State of Florida has yet to recognize Juneteenth as an official public holiday and has yet to make Juneteenth a paid holiday for state employees; and

WHEREAS, the Mayor and Town Commission of the Town of Surfside recognize and respect the significance of this day of hope and promise.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Declaration. The Mayor and Town Commission hereby declare June 19th, in 2023 and in every year henceforth, as "Juneteenth National Independence Day," in the Town of Surfside.

Section 3. Urging Governor DeSantis and the Florida Legislature. The Mayor and Town Commission hereby urge the Governor and the Legislature of the

State of Florida to make Juneteenth National Independence Day an official public holiday in the State of Florida and a paid holiday for employees of the State.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 18th day of June, 2024.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Ruben Coto _____
Commissioner Nelly Velasquez _____
Commissioner Gerardo Vildostegui _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

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:**

Mark Blumstein
Interim Town Attorney



MEMORANDUM

ITEM NO. 5G.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Resolution Approving Agreement with Kimley-Horn for Vulnerability Assessment**

Approve Resolution with Kimley-Horn for Vulnerability Assessment

The Town was awarded a grant to complete a vulnerability assessment and Town Administration recommends Kimley-Horn to provide its professional services to perform the work described in the grant.

[Resolution - Kimley-Horn - VA](#)

[Exhibit A - Kimley Horn VA - Proposal](#)

[Exhibit B - Kimley Horn VA - Agreement](#)

[Exhibit B1 - Kimley Horn VA - Fee Estimate](#)

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES FOR THE TOWN'S COMPREHENSIVE VULNERABILITY ASSESSMENT PROJECT, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 31, 2023, the Town of Surfside (the "Town") was awarded a grant from the State of Florida (the "State") for purpose of conducting a vulnerability assessment of the Town ("Project"); and

WHEREAS, on February 9, 2021, the Town Commission approved Resolution No. 2021-2765, which authorized the Town Manager to engage Kimley-Horn and Associates, Inc. (the "Consultant") to provide professional services for particularized purposes; and

WHEREAS, the Town seeks to engage the Consultant to provide professional services for the Project; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town has retained the Consultant for professional engineering and related services, in accordance with the Continuing Services Agreement effective April 2, 2021 (the "CSA"); and

WHEREAS, having thoroughly assessed the Project, the Town Administration recommends selecting the Consultant, in accordance with the CSA, to provide its professional services for the Project, including survey, GIS, topography, environmental, site assessment and civil engineering services (the "Services"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal, attached hereto as Exhibit "A", to provide the "Services", and the

Town and Consultant have agreed to enter into a specific Project Agreement (the "Agreement"), attached hereto as Exhibits "B and B1", authorizing the Consultant to provide the Services for the Project; and

WHEREAS, the Proposal and Agreement provide for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of \$300,000.00; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal and Agreement with the Consultant, in substantially the form attached hereto as Exhibits "A" and "B and B1", respectively, and authorize the expenditure of funds; and

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

NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Approval of Proposal and Agreement. The Proposal, attached hereto as Exhibit "A", and the Agreement, attached hereto as Exhibit "B and B1", are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "B" with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed \$300,000.00.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take all necessary action to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of June, 2024.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto _____

Commissioner Nelly Velasquez _____

Commissioner Gerardo Vildostegui _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

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:**

Mark Blumstein, Interim Town Attorney

May 10, 2024

Mr. Andre Eugent, Public Works Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

**RE: *Surfside Comprehensive Vulnerability Assessment and Adaptation Plan
Town of Surfside, FL***

Dear Mr. Eugent:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”), in connection with the Town of Surfside “Continuing Professional Engineering Services Agreement RFQ No. 2020-06” is pleased to submit this letter agreement (the “Agreement”) to Town of Surfside (“Client” or “Town”) for providing professional services associated with the Surfside Comprehensive Vulnerability Assessment and Adaptation Plan.

Project Understanding

Pursuant to Section 380.093 of the Florida Statutes, the Town is seeking a consultant to prepare a comprehensive Town-wide flood vulnerability and sea level rise assessment. It is Kimley-Horn’s understanding that the Town has received a Resilient Florida Program Planning Grant Award through Florida’s Department of Environmental Protection. The Town has requested Kimley-Horn to submit a work order proposal for assistance in the preparation of the Comprehensive Vulnerability Assessment.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT MANAGEMENT AND ACQUIRE BACKGROUND DATA

Kimley-Horn will develop an overall project management plan and address initial actions prior to conducting a kickoff meeting. A kickoff meeting will be held with the Town to introduce team members, discuss scope of work, project schedule, and establish lines of communication and flow of information. Kimley-Horn will prepare a sign-in sheet, draft project schedule, and a project management plan presentation.

Project management activities under this task includes meetings, project communication, quality control and assurance of submittal documents. This task includes up to six (6) virtual project status meetings to discuss ongoing work product and project deliverables.

Kimley-Horn will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statutes (F.S.). Kimley-Horn will solicit information from the Town and review said information for accuracy and use in the vulnerability assessment. Kimley-Horn will gather additional information to perform the VA and identify Critical assets as classified in s. 380.093(2) 1-4, F.S. Critical asset data will be compiled into an FDEP compliant GIS database. Kimley-Horn will conduct a data gap analysis to identify any additional data needed to perform the assessment and outline actions taken to rectify potential data gaps.

Kimley-Horn will collect the following data:

- The Miami-Dade County 5-ft Digital Elevation Model (DEM).

- NOAA 2017 SLR Projections (2040 and 2070, Intermediate-Low and Intermediate High)
- Tidal datums from NOAA Tides and Currents
- Storm surge data equal to or exceeding the 100-year return period (1% annual chance) flood event
- 100-year return period (1% annual chance) and 500-year return period (0.2% annual chance) 72-hour rainfall projections
- Latest FEMA FIRM panels and Flood Insurance Studies

The Town is to provide the following data as available:

- Latest GIS of the Town's boundary
- Town owned and/or maintained GIS Critical Asset Inventory, as defined in s. 380.093, F.S.
- Construction and as-built documents to support critical facilities listed in the statute (s. 380.093(2) 1-4, F.S.)
- Flood Elevation Certificates
- Previous vulnerability studies and comprehensive plans

In the process of researching background data, Kimley-Horn will identify data gaps, where missing or low-quality information may limit the VA's extent or reduce the accuracy of the results. Kimley-Horn will rectify gaps of data identified by the statute 380.093 F.S. by making additional data requests of regional and County sources. This task does not include field survey of missing data.

Deliverables:

- **Technical report to outline the data compiled and findings of the gap analysis.**
- **A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable.**
- **GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.**

TASK 2 – EXPOSURE ANALYSIS

Kimley-Horn will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) will include the following data: sea level rise projections, current and future storm surge flooding, and rainfall-induced flooding. The scenarios and standards used for the exposure analysis shall be pursuant to s.380.093, F.S. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

Fifteen (15) scenarios in total will be analyzed for critical asset vulnerability to flooding. Additional scenarios can be analyzed as an additional service. The following scenarios are to be analyzed:

1. Present Day 100-year rainfall
2. Present Day 500-year rainfall
3. Present Day Storm Surge
4. Sea Level Rise 2040 Intermediate-low projection
5. Sea Level Rise 2040 Intermediate-high projection
6. Sea Level Rise 2070 Intermediate-low projection

7. Sea Level Rise 2070 Intermediate-high projection
8. Sea Level Rise 2040 Intermediate-low projection with 100-year rainfall
9. Sea Level Rise 2040 Intermediate-high projection with 100-year rainfall
10. Sea Level Rise 2070 Intermediate-low projection with 100-year rainfall
11. Sea Level Rise 2070 Intermediate-high projection with 100-year rainfall
12. Sea Level Rise 2040 Intermediate-low projection with Storm Surge
13. Sea Level Rise 2040 Intermediate-high projection with Storm Surge
14. Sea Level Rise 2070 Intermediate-low projection with Storm Surge
15. Sea Level Rise 2070 Intermediate-high projection with Storm Surge

Flood inundation maps will be developed for each scenario. The inundation maps will be overlaid with the critical asset layers developed in **Task 1** to identify critical infrastructure that is exposed to flooding.

Deliverables:

- **A draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario.**
- **GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.**

TASK 3 – SENSITIVITY ANALYSIS

Following the Exposure Analysis task, Kimley-Horn will prepare a sensitivity assessment of the critical assets within the Town relative to the impacts of flooding and sea level rise identified in **Task 2**. A paired asset-threat matrix will be prepared based on the inundation modeling scenarios. The analysis will include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables:

- **A revised draft Vulnerability Assessment report that provides details on the findings of the exposure analysis, the sensitivity analysis, and includes visual presentation of the data via maps and tables.**
- **An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be ranked by Kimley-Horn and prioritized by the Town.**

TASK 4 – FINAL VULNERABILITY ASSESSMENT REPORT, MAPS AND TABLES

Kimley-Horn will prepare a final Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. The final VA report will include the results from the data collection, exposure and sensitivity analyses, as well as a summary of the identified risks and assigned focus areas. The final deliverable will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flooding scenario(s) showing flooding impacts. GIS files and associated meta data will adhere to the Resilient Florida Program’s GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables:

- **Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.**
- **A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be ranked and identify which flood scenario(s) impacts each asset.**
- **All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata.**
- **A signed Vulnerability Assessment Compliance Checklist Certification.**

TASK 5 – ADAPTATION PLAN FOR TOWN HALL EOC

Kimley-Horn will prepare an Adaptation Plan (AP) for the Town Hall Emergency Operations Center (EOC) consistent with the Florida Adaptation Planning Guidebook.

Kimley-Horn will review existing structural record drawings and perform field verification for general conformance of the framing configuration and member sizes shown on the existing drawings. Field verification will be limited to accessible portions of the structure and be based on visual observation only. Kimley-Horn will utilize non-destructive testing methods to verify concrete strength and reinforcement. Kimley-Horn will perform a rational analysis of the primary structural system for gravity and lateral forces to determine general conformance with the Florida Building Code, Existing Building based on a Risk Category IV wind speed and Flood Design Class 4 flood criteria. Kimley-Horn will develop recommendations for adaptation of the Town Hall EOC. Kimley-Horn will incorporate the findings of these assessments and adaptation recommendations into the AP.

The AP will also include the following:

- Assessment of adaptive capacities
- Prioritization of adaptation needs
- Identification of adaptation strategies

The AP will also include a list of prioritized Town Hall EOC projects for each asset class as defined in subsection 380.093(2), F.S.

Deliverables:

- **Final Adaptation Plan report.**

Assumption applying to all tasks:

- The Town is responsible for making key staff available during the delivery of this project.
- Deliverables will be issued as a draft for review by the Town. We have estimated an approximate 14-day time frame for the comments. After receiving the comments from the Town, the Consultant will reconcile the comments/edits into a final version. The Consultant will address one round of Town comments.
- The generation of flood inundation extents will be based on the source DEM, no topographic analysis for voids will be conducted. ERPs or projects that have been completed since the publication of the DEM will not be considered.

- The generation of flood inundation extents will be level-pools. No sloped surfaces, transition zones or smoothing of floodplains will be performed.
- The data schema will be compliant with 380.093(3)(c) F.S.

It is anticipated that the Scope of Services will be completed in accordance with the below schedule after Notice to Proceed (“NTP”) is received unless there are delays outside of Kimley-Horn’s control, such as delays associated with Client and/or regulatory reviews, Client requested changes, etc. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services and that Client review times will not exceed fourteen (14) calendar days. Times for performance may be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Schedule

Kimley-Horn anticipates a 12-month project schedule. A mutually agreed upon schedule with deliverable timelines will be provided prior to the project kick-off meeting.

Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-5** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Project Management and Acquire Background Data	\$20,000
2	Exposure Analysis	\$40,000
3	Sensitivity Analysis	\$30,000
4	Final Vulnerability Assessment Report, Maps and Tables	\$120,000
5	Adaptation Plan for Town Hall EOC	\$90,000
<i>Total Lump Sum Fee</i>		<i>\$300,000</i>

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

The terms and conditions of Town of Surfside “Continuing Professional Engineering Services Agreement”, RFQ No. 2020-06, shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Matt Brosman at 954-535-5109 if you have any questions.

Very truly yours,



Stefano Viola, P.E.
Vice President



Matt Brosman, P.E.
Project Manager



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

TASK ORDER

Dated this 6 day of June 2024

TOWN OF SURFSIDE CIP DEPARTMENT

TOWNWIDE VULNERABILITY ASSESSMENT

PROFESSIONAL SERVICES

This Task Order between the Town of Surfside, a Florida municipal corporation (“TOWN”), and Kimley Horn, a limited liability company authorized to transact business in Florida (“CONSULTANT”), is pursuant to the RFQ No. 2020-06 Consultant Services Agreement dated April 2, 2021 (“MASTER AGREEMENT”).

PROJECT BACKGROUND

Town received a Resilient Florida Program Planning Grant Award through Florida Department of Environmental Protection. The Town has requested Kimley-Horn to submit a work order proposal for assistance in the preparation of the Comprehensive Vulnerability Assessment.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity and compliance with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The Town shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's



responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, or similar Project Management software and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the TOWN, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the TOWN, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- DERM
- Dade County Environmental Licensing and Building Permitting
- Town of Surfside
- Miami Dade County Health Department (MDCHD)



SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – PROJECT MANAGEMENT AND ACQUIRE BACKGROUND DATA

Kimley-Horn will develop an overall project management plan and address initial actions prior to conducting a kickoff meeting. A kickoff meeting will be held with the Town to introduce team members, discuss scope of work, project schedule, and establish lines of communication and flow of information. Kimley-Horn will prepare a sign-in sheet, draft project schedule, and a project management plan presentation.

Project management activities under this task includes meetings, project communication, quality control and assurance of submittal documents. This task includes up to six (6) virtual project status meetings to discuss ongoing work product and project deliverables.

Kimley-Horn will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statutes (F.S.). Kimley-Horn will solicit information from the Town and review said information for accuracy and use in the vulnerability assessment. Kimley-Horn will gather additional information to perform the VA and identify Critical assets as classified in s. 380.093(2) 1-4, F.S. Critical asset data will be compiled into an FDEP compliant GIS database. Kimley-Horn will conduct a data gap analysis to identify any additional data needed to perform the assessment and outline actions taken to rectify potential data gaps.

Kimley-Horn will collect the following data: **Deliverables:** The following deliverables shall be provided under Task 1:

- The Miami-Dade County 5-ft Digital Elevation Model (DEM).
- NOAA 2017 SLR Projections (2040 and 2070, Intermediate-Low and Intermediate High)
- Tidal datums from NOAA Tides and Currents
- Storm surge data equal to or exceeding the 100-year return period (1% annual chance) flood event
- 100-year return period (1% annual chance) and 500-year return period (0.2% annual chance)
- 72- hour rainfall projections
- Latest FEMA FIRM panels and Flood Insurance Studies

In the process of researching background data, Kimley-Horn will identify data gaps, where missing or low-quality information may limit the VA's extent or reduce the accuracy of the results.



Kimley-Horn will rectify gaps of data identified by the statute 380.093 F.S. by making additional data requests of regional and County sources. This task does not include field survey of missing data.

Deliverables:

- Technical report to outline the data compiled and findings of the gap analysis.
- A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable.
- GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 2 – EXPOSURE ANALYSIS

Kimley-Horn will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) will include the following data: sea level rise projections, current and future storm surge flooding, and rainfall-induced flooding. The scenarios and standards used for the exposure analysis shall be pursuant to s.380.093, F.S. GIS files and associated metadata will adhere to the Resilient Florida Program’s GIS Data Standards, and raw data sources shall be defined within the associated metadata.

Fifteen (15) scenarios in total will be analyzed for critical asset vulnerability to flooding. Additional scenarios can be analyzed as an additional service. The following scenarios are to be analyzed:

1. Present Day 100-year rainfall
2. Present Day 500-year rainfall
3. Present Day Storm Surge
4. Sea Level Rise 2040 Intermediate-low projection
5. Sea Level Rise 2040 Intermediate-high projection
6. Sea Level Rise 2070 Intermediate-low projection
7. Sea Level Rise 2070 Intermediate-high projection



8. Sea Level Rise 2040 Intermediate-low projection with 100-year rainfall
9. Sea Level Rise 2040 Intermediate-high projection with 100-year rainfall
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15. Sea Level Rise 2070 Intermediate-high projection with Storm Surge

Flood inundation maps will be developed for each scenario. The inundation maps will be overlaid with the critical asset layers developed in Task 1 to identify critical infrastructure that is exposed to flooding.

Deliverables:

- A draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario.
- GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 3 – SENSITIVITY ANALYSIS

Following the Exposure Analysis task, Kimley-Horn will prepare a sensitivity assessment of the critical assets within the Town relative to the impacts of flooding and sea level rise identified in Task 2. A paired asset-threat matrix will be prepared based on the inundation modeling scenarios. The analysis will include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.

Deliverables: The following deliverables shall be provided under Task 3:



- A revised draft Vulnerability Assessment report that provides details on the findings of the exposure analysis, the sensitivity analysis, and includes visual presentation of the data via maps and tables.
- An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be ranked by Kimley-Horn and prioritized by the Town.

Task 4 – FINAL VULNERABILITY ASSESSMENT REPORT, MAPS AND TABLES

Kimley-Horn will prepare a final Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. The final VA report will include the results from the data collection, exposure and sensitivity analyses, as well as a summary of the identified risks and assigned focus areas. The final deliverable will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flooding scenario(s) showing flooding impacts. GIS files and associated meta-data will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables: The following deliverables shall be provided under Task 4:

- Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.
- A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be ranked and identify which flood scenario(s) impacts each asset.
- All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata.
- A signed Vulnerability Assessment Compliance Checklist Certification.

Task 5 – ADAPTATION PLAN FOR TOWN HALL EOC

Kimley-Horn will prepare an Adaptation Plan (AP) for the Town Hall Emergency Operations Center (EOC) consistent with the Florida Adaptation Planning Guidebook.



Kimley-Horn will review existing structural record drawings and perform field verification for general conformance of the framing configuration and member sizes shown on the existing drawings. Field verification will be limited to accessible portions of the structure and be based on visual observation only. Kimley-Horn will utilize non-destructive testing methods to verify concrete strength and reinforcement. Kimley-Horn will perform a rational analysis of the primary structural system for gravity and lateral forces to determine general conformance with the Florida Building Code, Existing Building based on a Risk Category IV wind speed and Flood Design Class 4 flood criteria. Kimley-Horn will develop recommendations for adaptation of the Town Hall EOC. Kimley-Horn will incorporate the findings of these assessments and adaptation recommendations into the AP.

The AP will also include the following:

- Assessment of adaptive capacities
- Prioritization of adaptation needs
- Identification of adaptation strategies

The AP will also include a list of prioritized Town Hall EOC projects for each asset class as defined in subsection 380.093(2), F.S.

Deliverables: The following deliverables shall be provided under Task 5:

- Final Adaptation Plan report.

PROJECT ASSUMPTIONS

- Town is responsible for making key staff available during the delivery of this project.
- Deliverables will be issued as a draft for review by the Town. We have estimated an approximate 14-day time frame for the comments. After receiving the comments from the Town, the Consultant will reconcile the comments/edits into a final version. The Consultant will address one round of Town comments.
- The generation of flood inundation extents will be based on the source DEM, no topographic analysis for voids will be conducted. ERPs or projects that have been completed since the publication of the DEM will not be considered.
- The generation of flood inundation extents will be level-pools. No sloped surfaces, transition zones or smoothing of floodplains will be performed.
- The data schema will be compliant with 380.093(3)(c) F.S.



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

It is anticipated that the Scope of Services will be completed in accordance with the below schedule after Notice to Proceed (“NTP”) is received unless there are delays outside of Kimley-Horn’s control, such as delays associated with Client and/or regulatory reviews, Client requested changes, etc. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services and that Client review times will not exceed fourteen (14) calendar days. Times for performance may be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

ADDITIONAL SERVICES

No additional Services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 5 within 365 days of the written Notice to Proceed. Task 1 and 5 schedules shall be determined based on the bid dates and construction award period.

PROJECT FUNDING

The performance of this project is at the TOWN’s discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the Town for each of CONSULTANT’s employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. The CONSULTANT shall submit the pay application request to the TOWN’s Project Manager for review and approval. Once the TOWN’s Project Manager approves the CONSULTANT’s pay application request, the CONSULTANT may submit it to the TOWN’s CIP department via email (aeugent@townofsurfsidefl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.



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TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

Task 1 – Project Management and Acquire Background Data	\$20,000.00
Task 2 – Exposure Analysis	\$40,000.00
Task 3 – Sensitivity Analysis	\$30,000.00
Task 4 – Final Vulnerability Assessment Report, Maps and Tables	\$120,000.00
Task 5 – Adaptation Plan for Town Hall EOC	\$90,000.00
Grand Total	\$300,000.00



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TOWN CONTACTS

Requests for payments should be directed to Capital Improvement Director, Town of Surfside via e-mail to aeugent@townofsurfsidefl.gov after getting approval from the Town's Project Manager. All other correspondence and submittals should be directed to the attention of Andre Eugent, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the TOWN project title as stated above.**

Name of PM

Andre Eugent
Capital Improvement Project Department
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
(305) 861-4863
aeugent@townofsurfsidefl.gov

CONSULTANT CONTACTS

Consultant POC

Matt Bosman
8201 Peters Road, Suite 2200
Plantation, FL 33324
Email: matt.bosman@kimley-horn.com
Phone: 954535 5100
Fax:



TOWN OF SURFSIDE

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TOWN

TOWN OF SURFSIDE, a municipal corporation of the State of Florida.

ATTEST

Sandra McCready
City Clerk

By: _____

Marisol Vargas,
Town Manager

Date: _____

(CORPORATE SEAL)

Approved as to Legal form:

Mark Blumstein
Town Attorney

Date: _____



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
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CONSULTANT

WITNESSES:

Kimley-Horn and Associates, INC.,
a North Carolina corporation (if not a Florida
corporation add: authorized to transact
business in Florida)

Andre Cozier
[Witness print/type name]

Stefano Viola
[Print Name, check title]

Teresa Villalon Camacho
[Witness print/type name]

- President Vice President
- Authorized Signatory (Please provide corporate authorization)

ATTEST:

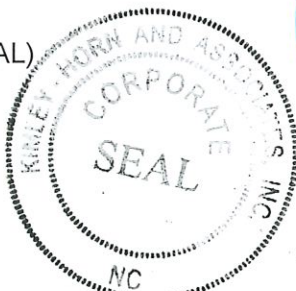
(CORPORATE SEAL)

Erin Emmons
Secretary
[Print Name]

STATE OF Florida
COUNTY OF Bradford:

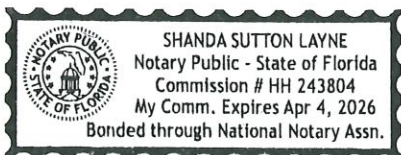
The foregoing instrument was acknowledged before me this 10th day of June,
2026 by Stefano Viola as Vice President of
Kimley-Horn and Associates, INC. a North Carolina corporation (if not a Florida
corporation add: authorized to transact business in Florida) who is personally known to
me or has produced _____ as identification.

(SEAL)



Shanda Sutton Layne
Notary Public, State of _____
(Signature of Notary Taking Acknowledgment)
Shanda Sutton Layne
Name of Notary Typed, Printed or Stamped

My Commission Expires: 4/4/2026 Commission Number: HH 243504





TOWN OF SURFSIDE

9293 HARDING AVENUE
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(305) 861-4863 • FAX: (305) 861-1302
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Exhibit A – Work Break Down Fee Schedule



TOWN OF SURFSIDE

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Exhibit B – Location Map



TOWN OF SURFSIDE

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Exhibit C – Project Tentative Schedule

ONE-PAGE FEE ESTIMATE

Project Name: Vulnerability Assessment and Adaptation Plan for the Town Hall (Cat 5)

Client: _____

Town of Surfside

Date of Fee Estimate: _____

5/10/2024

Staff (hours)

Task #	Task name	Analyst	Professional 1	Professional 2	Senior Professional 1	Senior Professional 2	Principal	Support Staff	Senior Support Staff	Clerical	Total Hours	Labor Sub-Total
	<i>To be primarily completed by the Hydrology & Hydraulics team</i>											
1	Project Management and Acquire Background Data		40	25	35			10	5		122.0	\$ 20,000
2	Exposure Analysis		100	75	45	5		10			235.0	\$ 40,150
3	Sensitivity Analysis		90	50	25	5		10			180.0	\$ 29,825
4	Final Vulnerability Assessment Report, Maps and Tables		260	180	160	40	5	20	2	5	672.0	\$ 120,035
	<i>To be primarily completed by the Structural Engineering team</i>											
5	Adaptation Plan for Town Hall EOC		175	74	165	40	5	21	2		482.0	\$ 89,990

Total Hours =	0	665	404	430	90	10	71	9	5	1691.0	\$ 300,000
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Labor

Town of Surfside Rate Schedule	\$ 125.00	\$ 145.00	\$ 175.00	\$ 225.00	\$ 260.00	\$ 298.00	\$ 110.00	\$ 170.00	\$ 81.00
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MEMORANDUM

ITEM NO. 5H.

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

From: Mark Blumstein, Interim Town Attorney

Date: June 18, 2024

Subject: **Resolution Authorizing Settlement of Litigation with Schnabel Engineering LLC**

Approve the Resolution

Resolving the subject case filed in 2023.

[Resolution - Settlement of Schnabel](#)

[Settlement Agreement and Mutual Release](#)

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE MATTER OF SCHNABEL ENGINEERING, LLC vs. KCE STRUCTURAL ENGINEERS, P.C. AND TOWN OF SURFSIDE, FL, CASE, CL 23-7597 IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO, VIRGINIA; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 20, 2023, Schabel Engineering, LLC (“Plaintiff”) filed its Complaint alleging claims for breach of contract and unjust enrichment (“Action”) against KCE Structural Engineers, P.C. (“KCE”) and the Town of Surfside (“Town”); and

WHEREAS, pursuant to the executive session held on May 14, 2024, the Town Attorney participated in a mediation to settle and resolve the Action; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to resolve the Action pursuant to the terms of the Settlement Agreement attached hereto as Exhibit “A” (“Agreement”).

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by reference.

Section 2. Authorization. The Agreement attached hereto as Exhibit “A” is hereby ratified and approved by the Town Commission and the Town Manager and Town Attorney are authorized to take whatever action is necessary to effectuate the terms of this Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____, who moved its adoption.
The motion was seconded by _____ upon being put to a vote, the vote
was as follows:

- Mayor Charles W. Burkett _____
- Vice Mayor Tina Paul _____
- Commissioner Ruben Coto _____
- Commissioner Nelly Velasquez _____
- Commissioner Gerardo Vildostegui _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

Charles W. Burkett, Mayor

ATTEST:

Sandra N. McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF SURFSIDE ONLY:**

Mark Blumstein, Interim Town Attorney

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into as of the 11th day of June, 2024, by and among Schnabel Engineering, LLC (“Schnabel”), KCE Structural Engineers, P.C. (“KCE”), and the Town of Surfside, Florida, a Florida Municipal Corporation (“Surfside”).

RECITALS

A. Schnabel has filed a lawsuit styled *Schnabel Engineering, LLC v. KCE Structural Engineers, P.C. and the Town of Surfside, Florida, a Florida Municipal Corporation*, Civil Action No. CL 23-7597, in the Circuit Court for Henrico County, Virginia (the “Litigation”), against KCE and Surfside alleging breach of contract and unjust enrichment by KCE and Surfside (the “Claims”). KCE and Surfside deny the Claims.

B. The parties desire to resolve the dispute between them and to conclude the Litigation and therefore have determined to enter into this Agreement.

SETTLEMENT TERMS

The parties agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 In consideration of the payment set forth in Section 2.1, the parties hereby completely release and forever discharge one another from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, attorneys’ fees, loss of services, expenses, and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, which each now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, be related to, and/or which are the subject of the Claims.

1.2 This Agreement and discharge shall also apply to the parties’ past, present, and future elected officials, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, employers, beneficiaries, fiduciaries, insurers, and any of their affiliates, including their successors, officers, shareholders, partners, agents, servants, and employees, subsidiaries, affiliates, predecessors, successors in interest, and assigns, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 The parties acknowledge and agree that the Agreement and discharge set forth above is a general release. Each party expressly waives and assumes the risks of any and all claims for damages which exist as of this date, but of which each such party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect each party’s decision to enter into this Agreement. Schnabel further agrees that Schnabel accepts payment of the sums specified herein as a complete compromise of matters

involving disputed issues of law and fact. Each party assumes the risk that the facts or law may be other than each such party believes. It is understood and agreed to by the parties that this settlement is a compromise of disputed Claims, and the payment is not to be construed as an admission of liability on the part of KCE and/or Surfside, by whom liability is expressly denied.

2.0 PAYMENTS

2.1 In consideration of this Agreement, KCE and Surfside agree to pay to, or for the benefit of, Schnabel the total sum of EIGHTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$81,500.00) (the “Settlement Payment”). The Settlement Payment shall be made, in part by Surfside in the amount of SIXTY EIGHT THOUSAND DOLLARS (\$68,000.00), and, in part by KCE in the amount of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00), all due within thirty (30) days of June 11, 2024.

3.0 DISMISSAL OF THE LITIGATION

3.1 Within three (3) business days of Schnabel’s receipt of the payment to be made under the Section 2.1 above, Schnabel will cause a fully-endorsed Agreed Final Order dismissing the Litigation with prejudice to be filed with the Court. The order shall be substantially in the form of the sketch of an order appearing in the attached Exhibit 1.

4.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

4.1 In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and understood by them; and are voluntarily accepted.

5.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

5.1 The parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the parties have the sole right and exclusive authority to execute this Agreement; that the parties are the only persons or entities having any legal interest in the Claims and the settlement of the Claims; and that the parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the Claims, demands, obligations, or causes of action referred to in this Agreement.

6.0 GOVERNING LAW

6.1 This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to Virginia’s choice-of-law jurisprudence.

7.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

7.1 This Agreement contains the entire agreement between the parties regarding the matters set forth herein and shall be binding upon and inure to the benefit of the successors and

assigns of each.

8.0 EFFECTIVENESS

8.1 Upon the execution of this Agreement by all parties, the Agreement shall be effective as of June 11, 2024.

9.0 EXECUTION; COPIES AND COUNTERPARTS EQUALLY BINDING

9.1 This Agreement may be executed electronically, including where the electronic signature is accomplished by scanning, and in multiple counterparts, all of which taken together shall constitute one original. A facsimile copy of this Agreement (including signatures) shall be deemed the same as an original for all purposes.

SCHNABEL ENGINEERING, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

KCE STRUCTURAL ENGINEERS, P.C.

By: _____

Print Name: _____

Title: _____

Date: _____

TOWN OF SURFSIDE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

Sandra M. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Mark Blumstein
Interim Town Attorney



MEMORANDUM

ITEM NO. 7A.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Marisol Vargas, Interim Town Manager
Date: June 18, 2024
Subject: **Town Manager's Report**

[2024 June Town Manager's Report](#)



TOWN MANAGER'S REPORT

JUNE 18, 2024

I. TOWN DEPARTMENTS

Building Department

A. Building Department permit and inspection numbers as of May 31, 2024, are as follows:

- Building Permits issued – 83
- Inspections performed – 184
- Lien search – 16
- TCOs/COs/CCs issued – 4

Code Compliance Division

A. As of June 3, 2024, the total number of open cases being managed is 225. Of these cases, 116 are actively working towards compliance; five cases are on-hold; 18 cases are in the Special Master hearing queue; 15 cases are in post-hearing status; 21 code cases have been issued liens and remain unpaid; 50 code cases have service liens and remain unpaid. All properties with unpaid liens are sent reminder letters twice a year.

B. The Code Compliance staff has conducted approximately 219 inspections from April 30, 2024, to June 3, 2024.

C. The Division presented nine cases to the Code Compliance Special Master Hearing on May 15, 2024.

D. Collected Civil Penalty Fines – Unresolved 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, reach a settlement agreement with the Town, or request a Mitigation of Fines Hearing.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY24: As of June 3, 2024, 68 cases have paid/settled for a total monetary collection of \$75,564.

- FY23: As of September 30, 2023, 100 cases paid/settled for a total monetary collection of \$ \$90,417.61.

E. The Code Compliance Division has assisted the Finance Department by conducting 19 Code lien searches for the month of May 2024.

F. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services/Tourism & Public Communications Department

A. Hurricane Season Messaging – The Tourism and Communications team has posted resources and information for residents pertaining to the current 2024 Hurricane Season, underway as of June 1. The team has launched a dedicated website banner leading to the Town's hurricane portal in addition to posts on Instagram, Facebook, Nextdoor and eblasts. The team has also shared the dates for the State's Hurricane Preparedness sales tax holiday.

B. Pride Weekend in Surfside – Tourism and Communications is promoting the upcoming LGBTQ+ Pride Weekend celebration in Surfside which includes the Flag-Raising ceremony on June 7 and the Summer Sundays, Pride Beach event on Sunday, June 9. The team created eye-catching assets for social media and the website to help amplify throughout all channels.

C. Do the Dunes Cleanup Competition – On Saturday, June 8 from 5 to 8 p.m., the Tourist Board and @plasticfisherman will present the first-ever Do the Dunes Cleanup Competition event. This active, educational event looks to highlight the importance of dune ecosystems and encourages participants to canvass the dunes for any unwanted trash items. Dune expert Lee Gottlieb will join the Town and @plasticfisherman for the occasion.

D. Third Surfside Remembrance Event – Tourism and Communications is working on several items related to the upcoming third Remembrance Event including coordinating with our main event vendor to set up a successful footprint, coordinating the audio technical vendor for the event, media placement and information in addition to visual assets and invitations. The Team also worked on a layout for the 2024 June Gazette and is finalizing the *98 Points of Light* publication featuring stories of the 98 departed.

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. Town Manager Recruitment – A total of 64 applicants responded to the Town's job advertisement. There were six (6) applicants that satisfied all criteria set forth in the Town's job advertisement as approved by the Town Commission.

B. Retirement Plan – Assisted with audit related requests. Helped retirees and former employees with their requests in the absence of the third-party administrator.

C. Positions Filled – Community Rating System Coordinator/Flood Plans Examiner (PT), Lifeguards (seasonal) and Recreation Leader I (PT).

D. Risk Management – Submitted liability related claims and responded to adjuster questions.

E. Background Investigations – Coordinated and conducted background investigations, level 2 screening and FDLE reporting, pre-employment physicals, and psychological evaluations when applicable. Facilitated the employment orientation for new hires.

F. Safety and Wellness Initiatives – Coordinating the annual employee wellness fair. Provided staff with information regarding the Town's Employee Assistance Program, weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

Finance Department

Monthly Budget to Actual Summary as of April 30, 2024 – *Attachment "A"*

Parks and Recreation Department

A. Facilities/Hours of operation – Parks and Recreation continues to assist in overseeing the construction of 96th Street Park. P&R oversees the following facilities: The Community Center/Aquatic Facility, the Tennis Center, the Beach Lifeguard Tower, the Beach Chair Service, the Hawthorne Tot Lot, and the Dog Park. The Tennis Center is now operated through reservations only. Hours for the pickleball programming are in place. Hours have been adjusted to maximize tennis and pickleball 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 daylight hours. Pool hours are from 7:00 a.m. to 8:00 p.m. for June and the Lifeguard Tower from 9:00 a.m. to 6:00 p.m.

B. YMCA Summer Camp – Summer Camp is set to commence Monday, June 10 at the Community Center. The camp will run from 8 am – 6 pm, Monday through Friday.

C. Jr. Lifeguard Camp – We are happy to continue offering our Jr. lifeguard Camp. This camp is designed to guide youth ages 11-14 to the American Red Cross Lifeguard Course. The camp focuses on building a foundation of knowledge, attitudes, and skills for future lifeguards. The camp will be in two-week sessions and the first session will commence on Monday, July 8. The camp will be run from the Community Center and will take place on Mondays, Wednesdays, and Fridays.

D. Events – The annual Memorial Day Ceremony was held successfully on Monday, May 27. We had a great turnout who attended to honor all the brave heroes who served to our flag high.

E. Senior Trips & Brunches – The Senior Trip for June is scheduled for June 5. We will attend the Gables stage for this trip to watch “Laughs in Spanish”. We are currently maxed out with 25 Seniors attending.

F. Beach Chair Service – Beach Chair Service continues to be very popular with Surfside residents. The hours of operation for June are 9:00 a.m. – 6:00 p.m. Beach Time Max at this time will adjust on a day-to-day basis and as needed if more than 2 chairs per family can be provided. The service continues to operate as scheduled. The new chairs are now in operation.

Police Department

A. Police Department Statistics (May 1 – May 31, 2024)

- Traffic Citations – 632
- Parking Citations – 1,843
- Arrests – 7
- Dispatch Events – 1,561
- Incident/Crime Reports – 54

B. Police Events/Community Outreach

- The Click It or Ticket seat belt enforcement campaign focused on safety education, strong laws and law enforcement support to save lives. The National Seat Belt

Enforcement Mobilization began May 20, 2024 and concluded June 2, 2024. The Police Department participated in this significant event.

- The Surfside Police Department will host three community blood drives from 10:00 a.m. – 5:00 p.m. on the following dates and locations:
 - June 5, 2024 -Town Hall municipal parking lot
 - June 9, 2024 - 94th Street municipal parking lot
 - June 23, 2024 - Town Hall municipal parking lot
- Chief Enrique Doce, Deputy Chief Wayne Holbrook and Captain Arley Flaherty will meet with the management team from the Four Seasons Hotel and Residences on June 5, 2024. The purpose of the meeting is to discuss a hurricane preparedness plan for the Police Department.
- The Town of Surfside Pride Flag Raising Ceremony will be June 7, 2024 at 11:00 a.m. at the Community Center. Chief Enrique Doce, Deputy Chief Wayne Holbrook and Captain Arley Flaherty will attend this event.
- The North Bay Village Police Department is hosting a ceremony to unveil their new Pride Police wrapped vehicle on June 7, 2024 at 6:00 p.m. in North Bay Village. Chief Enrique Doce will attend this event.
- Summer Sundays-Pride Beach Pride, hosted by the Tourist Board, is June 9, 2024 from 4:00 p.m. to 7:00 p.m. at 93rd Street Beach. The Police Department will assist with traffic control during set up and breakdown, security during the event, and ensure pedestrian safety. Chief Enrique Doce and Deputy Chief Wayne Holbrook will attend this event.
- Sergeant Jay Matelis will graduate from the University of Louisville Southern Police Institute Command Officers Development Course on June 12, 2024 from 11:00 a.m. to 2:00 p.m. at the Ernest R. Graham Center in Miami. Chief Enrique Doce and Captain Arley Flaherty will attend this event.
- The Town will host two Remembrance Ceremonies for the 3rd Anniversary of the Champlain Towers South Building collapse on June 24, 2024. The first memorial will take place at the actual time of the collapse and the second ceremony will start at 10:00 a.m. at 88th Street and Collins Avenue. The Police Department will assist security at both memorials.
- The monthly Coffee with the Cops – June 27, 2024, at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

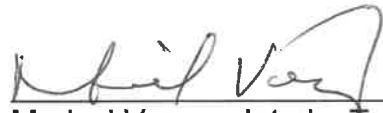
Requests filtered by request category that have been created 05/01/2024 - 05/30/2024 filtered to all categories within all geographies

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Safety Concern)	2	2	0.8
Drainage/Flooding (PW)	0	0	
Hawthorne Tot-Lot (P & R)	1	0	
Other	2	0	
Police (Safety Concern)	2	2	3.6
Street lights (PW)	1	0	
Beach Patrol	0	0	
Parking Issue	2	2	3
Dead Animal	1	0	

III. TOWN PROJECTS

Projects Detail Sheets – Attachment “B”

Respectfully submitted by:



Marisol Vargas, Interim Town Manager

**TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2024
As of APRIL 30, 2024
58% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

6/18/2024

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 19,464,535	\$20,723,182	94%
EXPENDITURES	12,020,934	\$20,723,182	58%
Net Change in Fund Balance	\$ 7,443,601		
Fund Balance-September 30, 2023 (Unaudited)	18,071,829 A		
Fund Balance-April 30, 2024 (Reserves)	<u>\$ 25,515,430 B</u>		
TOURIST RESORT FUND - 102			
REVENUE	\$ 3,543,829	\$7,188,373	49%
EXPENDITURES	3,276,452	\$7,188,373	46%
Net Change in Fund Balance	\$ 267,377		
Fund Balance-September 30, 2023 (Unaudited)	7,231,674 C		
Fund Balance-April 30, 2024 (Reserves)	<u>\$ 7,499,051 D</u>		
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$55,308	0%
EXPENDITURES	\$ 9,551	\$55,308	17%
Net Change in Fund Balance	\$ (9,551)		
Fund Balance-September 30, 2023 (Unaudited)	125,863		
Fund Balance-April 30, 2024 (Reserves)	<u>\$ 116,312</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 144,071	\$440,376	33%
EXPENDITURES	\$ 284,815	\$440,376	65%
Net Change in Fund Balance	\$ (140,744)		
Fund Balance-September 30, 2023 (Unaudited)	567,333		
Fund Balance-April 30, 2024 (Reserves)	<u>\$ 426,589</u>		
BUILDING FUND - 150			
REVENUE	\$ 1,145,053	\$1,545,474	74%
EXPENDITURES	984,079	\$1,545,474	64%
Net Change in Fund Balance	\$ 160,974		
Fund Balance-September 30, 2023 (Unaudited)	2,963,482		
Fund Balance-April 30, 2024 (Reserves)	<u>\$ 3,124,456</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 2,974,844	\$15,994,344	19%
EXPENDITURES	7,927,662	\$15,994,344	50%
Net Change in Fund Balance	\$ (4,952,818)		
Fund Balance-September 30, 2023 (Unaudited)	8,349,476		
Fund Balance-April 30, 2024 (Reserves)	<u>\$ 3,396,658</u>		

NOTES:

- 1) Many revenues for April 2024 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** The total fund balance of \$18,071,829 includes \$8,721,494 committed for operations & maintenance, hurricane/natural disaster, budget stabilization and capital. The balance of \$9,350,335 is unassigned fund balance (reserves).
 - B** Includes \$9,471,791 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$16,043,639 is unassigned fund balance (reserves).
 - C** The total fund balance of \$7,231,674 includes \$849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,381,828 is unassigned fund balance (reserves).
 - D** Includes \$985,816 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,513,235 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 2,550,990	\$4,680,159	55%
EXPENDITURES	2,541,310	\$4,680,159	54%
Change in Net Position	\$ 9,680		
Unrestricted Net Position-September 30, 2023 (Unaudited)	(350,162)		
Unrestricted Net Position-April 30, 2024 (Reserves)	\$ (340,482)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 1,198,950	\$1,721,119	70%
EXPENDITURES	1,013,554	\$1,721,119	59%
Change in Net Position	\$ 185,396		
Unrestricted Net Position-September 30, 2023 (Unaudited)	3,239,589		
Unrestricted Net Position-April 30, 2024 (Reserves)	\$ 3,424,985		
SOLID WASTE FUND - 403			
REVENUE	\$ 1,203,512	\$2,061,293	58%
EXPENDITURES	1,282,448	\$2,061,293	62%
Change in Net Position	\$ (78,936)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	(56,952)		
Unrestricted Net Position-April 30, 2024 (Reserves)	\$ (135,888)		
STORMWATER FUND - 404			
REVENUE	\$ 572,780	\$2,246,208	25%
EXPENDITURES	654,635	\$2,246,208	29%
Change in Net Position	\$ (81,855)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	3,123,948		
Unrestricted Net Position-April 30, 2024 (Reserves)	\$ 3,042,093		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 991,265	\$1,367,929	72%
EXPENDITURES	1,115,244	\$1,367,929	82%
Change in Net Position	\$ (123,979)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	1,313,289		
Unrestricted Net Position-April 30, 2024 (Reserves)	\$ 1,189,310		

Andria Meiri

Andria Meiri, Budget Officer

Marisol Vargas

Marisol Vargas, Interim Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2020 - April 2024

FUND	9/30/2020	9/30/2021	9/30/2022	9/30/2023	4/30/2024	CAGR ^(a)
General	\$ 18,286,748	\$ 21,091,150	\$ 17,599,304	\$ 18,071,829	\$ 25,515,430	-0.4%
Tourist Resort	2,109,658	4,264,457	6,766,124	7,231,674	7,499,051	50.8%
Police Forfeiture	168,289	221,034	176,457	125,863	116,312	-9.2%
Transportation Surtax	442,856	569,453	625,174	567,333	426,589	8.6%
Building	1,991,388	1,904,548	3,079,893	2,963,482	3,124,456	14.2%
Capital Projects	4,899,128	5,894,823	12,354,395	8,349,476	3,396,658	19.4%
Water & Sewer	(1,733,610)	(1,389,877)	(491,258)	(350,162)	(340,482)	70.4%
Municipal Parking	1,293,993	1,657,883	2,284,812	3,239,589	3,424,985	35.8%
Solid Waste	219,615	(271,836)	(18,214)	(56,952)	(135,888)	-163.8%
Stormwater	3,205,050	3,581,622	3,447,087	3,123,948	3,042,093	-0.9%
Fleet Management	825,468	1,091,020	1,349,961	1,313,289	1,189,310	16.7%
Total	\$ 31,708,583	\$ 38,614,277	\$ 47,173,735	\$ 44,579,369	\$ 47,258,514	12.0%

(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. Time period presented 9/30/2020 to 9/30/2023.



96th Street Park



Current Project Phase

Construction phase

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Architect of Record Project Management General Contractor	Savino Miller Design 300 Engineering Lunacon Construction

Funding

\$7,800,000

*Contract Amount contracted**

Budget Approval Date September 28, 2022

Commission Authorization to Expend Date November 15, 2022

**Refer to Change Order Memo dated Feb. 29, 2024 for additional construction costs included.*

Scope

The project is a full park re-development with a 2-story multi-use structure, natural grass field, and play ground area. A kayak launch component has also been incorporated.

Project Timeline

Refer to the attached schedule.

Project Update

Construction is 80% complete with a targeted completion date of August 31, 2024. Targeted completion date will allow for all areas on the park to be accessible except for the upper floor until the rail for the west staircase to be installed. The rail will be installed in October 2024 due to long manufacture lead time.

Activity ID	Activity Name	Activity Status	Critical	Original Duration	Start	Finish	Total Float	2024				
								May	Jun	Jul	Aug	Sep
Surfside 96th Street Park Recovery Schedule for Remaining Works_Option 2				74	07-May-24 A	30-Aug-24	0					
Key Milestones				92	30-May-24	30-Aug-24	0					
SS-RS-Rev0-2030	Remaining on-going works Predecessor	Not Started	☑	0	30-May-24		0	◆ Remaining on-going works Predecessor				
SS-RS-Rev0-2150	Elevator Complete	Not Started	☐	0		03-Jul-24	28	◆ Elevator Complete				
SS-RS-Rev0-2240	Community Building Complete	Not Started	☐	0		18-Jul-24	43	◆ Community Building Complete				
SS-RS-Rev0-1940	Substantial Completion (West Stairway Excluded)	Not Started	☑	0		31-Jul-24	0	◆ Substantial Completion (West Stairway Excl				
SS-RS-Rev0-2170	Basketball Complete	Not Started	☑	0		31-Jul-24	0	◆ Basketball Complete				
SS-RS-Rev0-1950	Final Completion	Not Started	☑	0		30-Aug-24	0	◆ Final Co				
Constraints and Statutory Requirements				15	07-May-24 A	17-Jun-24	58	17-Jun-24, Constraints and Statutory Requirements				
FPL / Elevator Driver				15	07-May-24 A	12-Jun-24	62	12-Jun-24, FPL / Elevator Driver				
SS-RS-Rev0-2190	Request for Inspection	Completed	☐	3	22-May-24 A	22-May-24		Request for Inspection				
SS-RS-Rev0-2260	Elevator Storage Fee #40 - Approval	In Progress	☐	9	21-May-24 A	10-Jun-24	10	Elevator Storage Fee #40 - Approval, Elevator Storage Fee #40 - Approval				
SS-RS-Rev0-1970	CO#29 (Secondary Service Cable) Official Approval - Signed	Completed	☐	0		07-May-24		(Secondary Service Cable) Official Approval - Signed				
SS-RS-Rev0-1980	Secondary Service Cable Installation	Completed	☐	6	13-May-24 A	13-May-24		Secondary Service Cable Installation				
SS-RS-Rev0-2000	Elevator and Elevator Mechanical Room Checklist cleared	Not Started	☐	2	10-Jun-24	12-Jun-24	10	Elevator and Elevator Mechanical Room Checklist cleared				
SS-RS-Rev0-1990	Temporary power for testing	Completed	☐	3	24-May-24 A	24-May-24		Temporary power for testing				
Others				15	21-May-24 A	17-Jun-24	30	17-Jun-24, Others				
SS-RS-Rev0-1960	Basketball Direction from AOR/Client	Completed	☐	7	21-May-24 A	21-May-24		Basketball Direction from AOR/Client				
SS-RS-Rev0-2230	Precast Panel CO#45 - Approval	In Progress	☐	8	21-May-24 A	07-Jun-24	36	Precast Panel CO#45 - Approval, Precast Panel CO#45 - Approval				
SS-RS-Rev0-2010	Glass Railing ongoing Fabrication (Batch 1)	Not Started	☐	10	30-May-24	08-Jun-24	15	Glass Railing ongoing Fabrication (Batch 1)				
SS-RS-Rev0-2040	Final Instruction for the Playground Equipment (Jellyfish)	Not Started	☐	14	30-May-24	17-Jun-24	14	Final Instruction for the Playground Equipment (Jellyfish)				
SS-RS-Rev0-2210	all COs related with Capitol Steel & Homestead resolved	Not Started	☑	6	30-May-24	06-Jun-24	0	all COs related with Capitol Steel & Homestead resolved				
SS-RS-Rev0-2250	Revision 7 Approval from the Town	Not Started	☐	3	30-May-24	03-Jun-24	1	Revision 7 Approval from the Town				
SS-RS-Rev0-2020	Glass Railing ETA at site	Not Started	☐	0		17-Jun-24	11	◆ Glass Railing ETA at site				
Construction				72	30-May-24	30-Aug-24	0					
Site Park				48	30-May-24	31-Jul-24	0	31-Jul-24, Site Park				
Site Ancillaries, Hardscape and Softscape				31	03-Jun-24	15-Jul-24	14	15-Jul-24, Site Ancillaries, Hardscape and Softscape				
SS-RS-Rev0-1640	Remaining works for Survey + cut and fill	Not Started	☐	2	03-Jun-24	05-Jun-24	1	Remaining works for Survey + cut and fill				
SS-RS-Rev0-1660	Electrical Underground - Wire Pulling	Not Started	☐	1	03-Jun-24	04-Jun-24	44	Electrical Underground - Wire Pulling				
SS-RS-Rev0-1700	Hardscaping - Concrete Kerb Installation	Not Started	☐	5	03-Jun-24	10-Jun-24	40	Hardscaping - Concrete Kerb Installation				
SS-RS-Rev0-1730	Softscaping - Ground Leveling	Not Started	☐	2	03-Jun-24	05-Jun-24	36	Softscaping - Ground Leveling				
SS-RS-Rev0-1770	Irrigation - Layout	Not Started	☐	1	03-Jun-24	04-Jun-24	38	Irrigation - Layout				
SS-RS-Rev0-1780	Irrigation - Waterway and Pipe Laying	Not Started	☐	1	04-Jun-24	05-Jun-24	38	Irrigation - Waterway and Pipe Laying				
SS-RS-Rev0-1650	Final Grading	Not Started	☐	2	05-Jun-24	06-Jun-24	1	Final Grading				
SS-RS-Rev0-1740	Softscaping - Grass and Shrubs Installation	Not Started	☐	3	05-Jun-24	10-Jun-24	36	Softscaping - Grass and Shrubs Installation				
SS-RS-Rev0-1790	Irrigation - Sprinkler head/Bubble head Installation	Not Started	☐	2	05-Jun-24	07-Jun-24	38	Irrigation - Sprinkler head/Bubble head Installation				
SS-RS-Rev0-1670	Hardscaping - Concrete Sidewalk - Right of Way	Not Started	☐	2	06-Jun-24	10-Jun-24	1	Hardscaping - Concrete Sidewalk - Right of Way				
SS-RS-Rev0-1800	Irrigation - Control Device Installation	Not Started	☐	1	07-Jun-24	10-Jun-24	38	Irrigation - Control Device Installation				
SS-RS-Rev0-1680	Hardscaping - Concrete and Shell aggregate - Park Pathway	Not Started	☐	2	10-Jun-24	11-Jun-24	1	Hardscaping - Concrete and Shell aggregate - Park Pathway				
SS-RS-Rev0-1750	Softscaping - Sand Dunes and Cordgrass	Not Started	☐	2	10-Jun-24	11-Jun-24	36	Softscaping - Sand Dunes and Cordgrass				
SS-RS-Rev0-1810	Irrigation - Line Connection to Watersupply and ELV	Not Started	☐	2	10-Jun-24	11-Jun-24	38	Irrigation - Line Connection to Watersupply and ELV				
SS-RS-Rev0-1690	Hardscaping - Coquina Installation	Not Started	☐	10	12-Jun-24	25-Jun-24	28	Hardscaping - Coquina Installation				
SS-RS-Rev0-1760	Softscaping - Mulch and Jute Mesh Installation	Not Started	☐	2	12-Jun-24	13-Jun-24	36	Softscaping - Mulch and Jute Mesh Installation				
SS-RS-Rev0-2220	Emergency Vehicle Access Construction	Not Started	☐	10	12-Jun-24	25-Jun-24	28	Emergency Vehicle Access Construction				
SS-RS-Rev0-2120	Chainlink Fence Construction	Not Started	☐	10	01-Jul-24	15-Jul-24	14	Chainlink Fence Construction				
Multipurpose Field, Playground Area and Equipments Installation				24	30-May-24	01-Jul-24	24	01-Jul-24, Multipurpose Field, Playground Area and Equipments Installation				
SS-RS-Rev0-1900	Benches and Chairs Installation	Not Started	☐	3	30-May-24	03-Jun-24	39	Benches and Chairs Installation				
SS-RS-Rev0-1720	Wood Fibre Flooring @ Exercise Equipment	Not Started	☐	6	03-Jun-24	11-Jun-24	39	Wood Fibre Flooring @ Exercise Equipment				
SS-RS-Rev0-1910	Tables Installation	Not Started	☐	4	03-Jun-24	07-Jun-24	39	Tables Installation				
SS-RS-Rev0-1920	Trash bin and Recycle Receptacle Installation	Not Started	☐	2	07-Jun-24	11-Jun-24	39	Trash bin and Recycle Receptacle Installation				
SS-RS-Rev0-1710	Rubberized Surface Installation @ Playground	Not Started	☐	10	17-Jun-24	01-Jul-24	14	Rubberized Surface Installation @ Playground				
Basketball Court				42	06-Jun-24	31-Jul-24	0	31-Jul-24, Basketball Court				

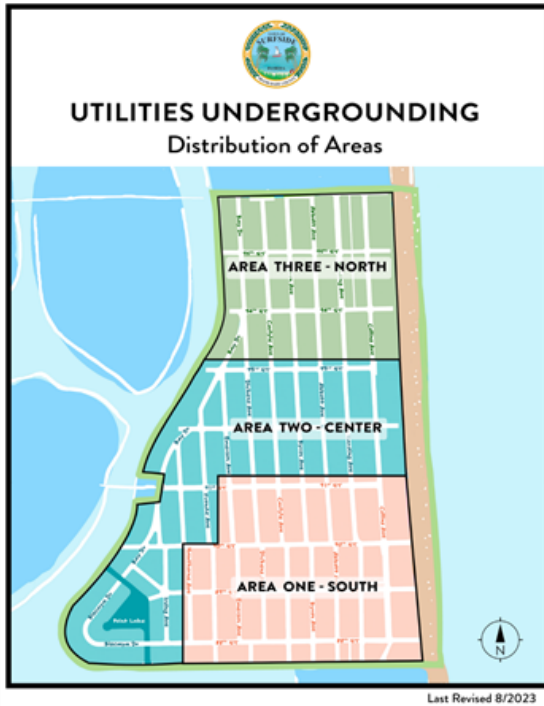


LCG-Surfside96thStreet-Full Schedule
Surfside 96th Street Park Recovery Schedule for Remaining Works_Option 2





Townwide Utilities Undergrounding



Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	Kimley-Horn
Architect of Record	N/A
Project Management	Kimley-Horn

Funding

Total Budgeted*	\$37,178,512
Budget Approval Date**	Varies

Commission Authorization to Expend Date	Various agreements have been approved to date
---	---

* - Budget figure is based on Surfside Executive Summary estimate

** - Various agreements have been approved to date.

Scope

The project consists of the undergrounding all current above ground utilities throughout Town. These utilities include electrical mains, feeders, communications and residential drop connections. The project debt issuance was approved through voter referendum during the 2022 General Elections.

Project Timeline

Refer to attached schedule.

Project Update

Kimley-Horn received the survey for Area 3 – North, and have begun to develop the Construction Plans, which are anticipated to go out to bid December 2024. Additionally, Town is currently working on procurement documents for Construction Manager at Risk (CMAR).

Refer to attached timeline.

Area 3 - North												
Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26		
Utility Provider Coordination												
Data Collection												
Easement Acquisition												
			Construction Documents									
							Permitting Assistance					
									Bid Phase Services			

Area 2 - Central															
Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	
Utility Provider Coordination															
Data Collection															
Easement Acquisition															
			Construction Documents												
								Permitting Assistance							
												Bid Phase Services			

Area 1 - South												
Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	
Utility Provider Coordination												
Data Collection												
Easement Acquisition												
			Construction Documents									
								Permitting Assistance				
										Bid Phase Services		

ID	Task Name	Start	Finish	Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	Town of Surfside Undergrounding	Wed 11/1/23	Tue 12/10/24																
2	Area 3 - North	Wed 11/1/23	Tue 12/10/24																
3	Design	Wed 11/1/23	Fri 11/22/24																
4	Outside Resources	Wed 11/1/23	Fri 11/22/24																
5	Utility Provider Coordination	Wed 11/1/23	Fri 11/22/24																
6	ATT Preliminary Design	Wed 11/1/23	Wed 1/31/24																
7	Breezeline Preliminary Design	Wed 11/1/23	Wed 1/31/24																
8	FPL Binding Cost Estimate and Final Design	Mon 9/30/24	Fri 11/22/24																
9	ATT Final Design	Mon 10/14/24	Fri 11/22/24																
10	Breezeline Final Design	Mon 10/14/24	Fri 11/22/24																
11	Easements	Mon 4/1/24	Fri 8/30/24																
12	Acquisition	Mon 4/1/24	Fri 8/30/24																
13	Permitting	Mon 9/30/24	Fri 11/22/24																
14	FDOT Applications	Mon 9/30/24	Fri 10/11/24																
15	FDOT Permit Review	Mon 10/14/24	Fri 11/22/24																
16	Kimley-Horn Resources	Wed 11/1/23	Fri 11/15/24																
17	Data Collection	Wed 11/1/23	Fri 6/28/24																
18	Obtain and Review Record Information	Wed 11/1/23	Thu 11/30/23																
19	Site Visit and Meter Locations	Mon 11/13/23	Fri 12/8/23																
20	Survey	Mon 11/13/23	Fri 3/29/24																
21	Geotechnical Investigation	Mon 4/1/24	Fri 5/31/24																
22	Subsurface Utility Exploration	Wed 5/1/24	Fri 6/28/24																
23	Construction Documents	Mon 4/1/24	Fri 11/15/24																
24	Base Map	Mon 4/1/24	Tue 4/30/24																
25	Development	Mon 4/1/24	Tue 4/30/24																
26	Conduit Routing and Equipment Placement Plan	Wed 5/1/24	Fri 8/30/24																
27	Development	Wed 5/1/24	Fri 8/30/24																
28	Commercial/Customer-Owned Service Design	Wed 5/1/24	Wed 7/31/24																
29	Technical Specifications	Thu 8/1/24	Fri 8/30/24																
30	Development	Thu 8/1/24	Fri 8/30/24																
31	Quality Control	Mon 9/2/24	Fri 9/27/24																
32	Town Review	Mon 9/30/24	Fri 10/11/24																
33	OPC	Mon 10/28/24	Fri 11/15/24																
34	Development	Mon 10/28/24	Fri 11/15/24																
35	Bid Phase	Mon 10/14/24	Tue 12/10/24																
36	Procurement	Mon 10/14/24	Tue 12/10/24																

Project: 20231229 Town of Surf Date: Mon 4/8/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Surfside Memorial



Current Project Phase

Design Phase

Project Contact Information

Department	CIP
Director	Andre Eugent
Engineer of Record	N/A
Architect of Record	N/A

Funding

<i>Total Budget</i>	\$2,500,000
<i>Design</i>	\$248,000

**All funding from grants and appropriations*

Scope

The Town is seeking to create the Surfside Memorial to honor and remember the lives lost in the tragic event that occurred on June 24, 2021, when the CTS Building collapsed. The Surfside Memorial will serve as a permanent remembrance of the immense loss suffered by the Surfside community and will offer a place for families, friends, and visitors to reflect, understand the truth of that day, and find solace through the peace and serenity conveyed through this site.

Project Timeline

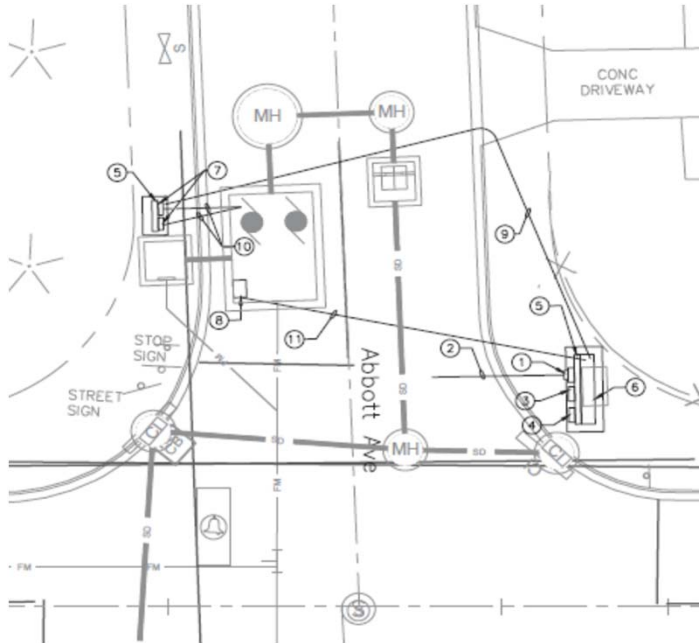
Refer to the attached schedule.

Project Update

Town Commission at its January 2024 Commission meeting approved the design team (Keith) to start designing the Surfside Memorial. Town staff met with Surfside Memorial Committee members and Keith. Commission workshop scheduled for June 2024.



Abbott Avenue Drainage Improvements



Current Project Phase

Town Commission to discuss for further direction.

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	Keith Engineering
Architect of Record	NA
Project Management	

Funding

	\$3,850,000
Total Budgeted*	September 28, 2022
Budget Approval Date	
Commission Authorization to Expend Date	TBD - Administration will seek authorization to expend upon awarding work to contractor

* - Construction and CEI budget

Scope

The construction will entail the addition of one new pump station with respective force main in order to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

Project Timeline*

	<u>Phase Start</u>	<u>Phase End</u>
Engineering and Design	August 2023	October 2023
Permitting	Done	Done
Procurement (est.)	April 2024	June 2024
NTP for Construction (est.)	TBD	TBD
Construction (est.) Based on redesign	TBD	TBD

Project Update

ITB was put out for bid on April 15, 2024 and bid opening scheduled for June 11 2024. The bids received will be evaluated and a contractor selected. The bid opening was extended because of amendments to the plan from questions received from potential bidders.



Collins Avenue Water Main

Current Project Phase

Design Phase

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	Nova Consulting N/A
Architect of Record	Nova Consulting
Project Management	

Funding

<i>Total Budgeted</i>	\$340,206 (Design) September 28, 2022
<i>Budget Approval Date</i>	
<i>Commission Authorization to Expend Date</i>	August 9, 2022



Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

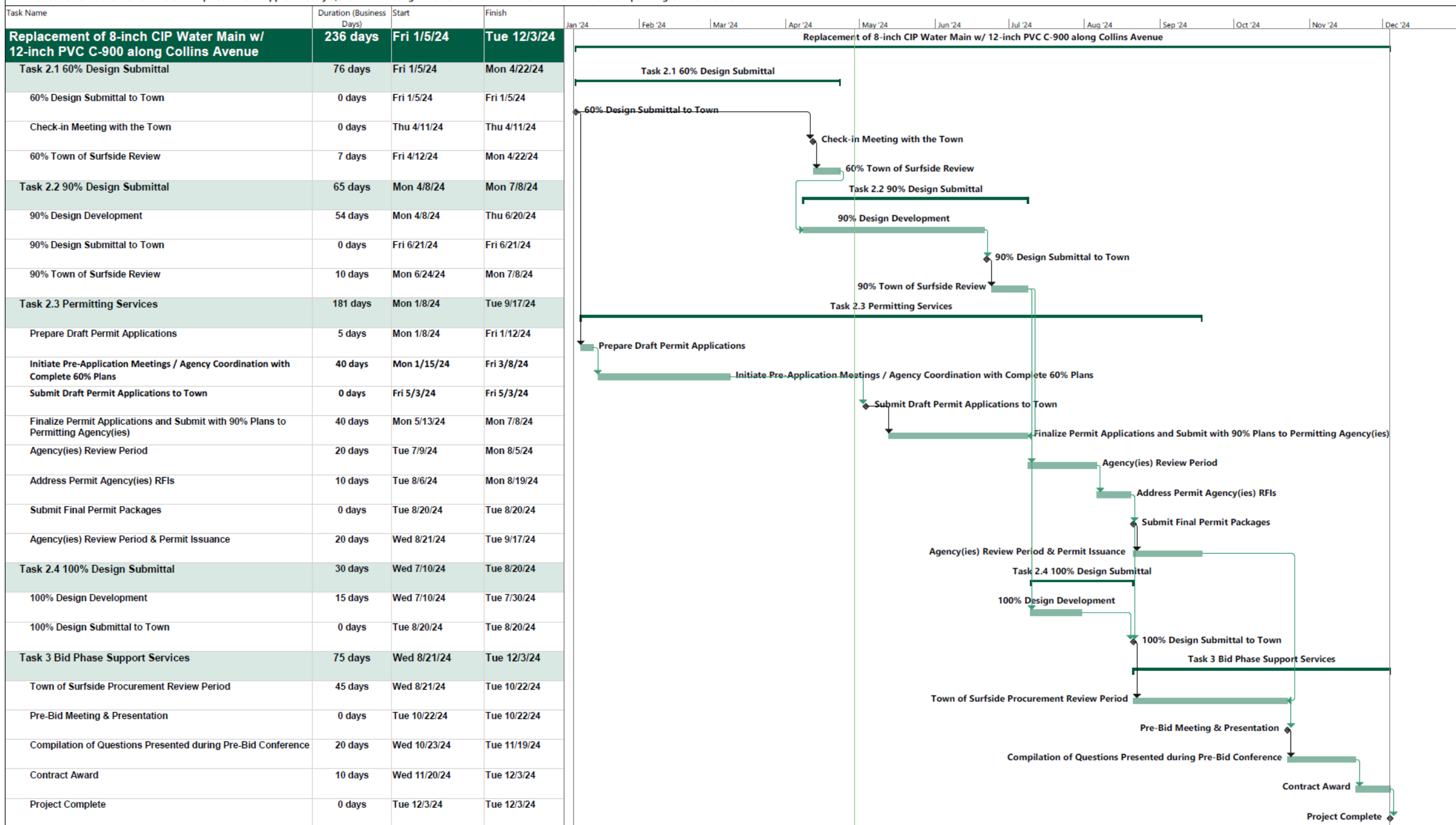
Project Timeline

Refer to the attached schedule.

Project Update

Projects is in 60% design phase. The Town anticipate 90% submission for review on June 24, 2024 from Nova Consulting. Town submitted an appropriation request to the State.

Town of Surfside: Public Works Division - Replacement of Approximately 5,920 LF of Existing 8-inch CIP Water Main with 12-inch PVC C-900 Pipe along Collins Avenue



Project: Replacement of 8-inch CIP w/ 12-inch PVC C-900 along Collins Avenue
Date: Mon 4/29/24

Task Split Milestone Summary Progress

Design Schedule Update



Mon 4/29/24



Dune Resiliency and Beautification



Current Project Phase

Design/Permitting Phase

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	Kimley-Horn
Architect of Record	TBD
Project Management	Public Works

Funding

<i>Total Budgeted</i>	\$72,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	TBD

Scope

The Commission tasked Town administration to promote both dune beautification and resiliency improvements. Town administration is seeking engineering and design services in order to meet the objective in a manner that is Florida Friendly and promotes the natural plant diversity of the dunes.

Project Timeline

Refer to the attached schedule.

Project Update

Town is pursuing another Florida Department of Environmental Protection (FDEP) grant to assist with funding. FDEP has reviewed the permit submission and provided comments. Project is delayed due to the information required to answer FDEP questions.

Original Dune Resiliency and Beautification Project Schedule

Task	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Task 1 - Kickoff Meeting															
Task 2 - Topographic Survey															
Task 3 - Construction Plans															
30% Plan preparation															
60% Plan preparation															
Final Plan preparation															
Task 4 - Permit Coordination															
Project Coordination															

New Dune Resiliency and Beautification Project Schedule





93rd Street 200 Block Paver Beautification

Current Project Phase

Town Commission to discuss for further direction.



Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted	\$400,000
Budget Approval Date	
Commission Authorization to Expend Date	N/A

Scope

93rd Street is the hub for all Town Hall and Community Center events. Town Commission has commissioned staff with enhancing the 93rd Street corridor between Harding Avenue & Collins Avenue with pavers and hardscape improvements.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Design Procurement</i>	<i>January 2024</i>	<i>January 2024</i>
<i>Design</i>	<i>TBD</i>	<i>TBD</i>
<i>Cosntruction</i>	<i>TBD</i>	<i>TBD</i>

Project Update

Town Administration will task 9300 Development to commence design phase per development order.



Town Hall Improvements (Commission Chambers and Police Department)

Current Project Phase

Replacing from material purchased.



Project Contact Information

Department	Public Works/Police Dept
Director	R. Stokes/E. Doce
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted	\$165,000
Budget Approval Date	

Commission Authorization to Expend Date	February 13, 2024
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Scope

The Town of Surfside Commission Chambers located at 9293 Harding Avenue is highly utilized for various Town meetings. The Commission Chambers is in need of an upgrade to include replacing carpeting, chairs, lighting, amongst other items.

Remodel, replace flooring and update sections of the Police Department.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Procurement	TBD	TBD
Contract	TBD	TBD
Construction	TBD	TBD

Project Update

At its February 2024 meeting, the Town Commission approved the requested upgrades.



Parking Lot Security Cameras

Current Project Phase

Procurement Phase

Project Contact Information

Department	Finance/IT
Director	Jose Feliz
Engineer of Record	AT&I Security Systems
Architect of Record	N/A

Funding

Total Budgeted	\$80,000
Budget Approval Date	
Commission Authorization to Expend Date	January 2024



Scope

Security updates consisting of surveillance cameras and Cloud services at various parking lots.

Project Timeline

Procurement
Implementation

Phase Start

December 2023
January 2024

Phase End

January 2024
July 2024

Project Update

Town Commission approved a resolution which authorizes to expand on video surveillance and recording camera system for parking lots located at Town Hall Lot and 94th Street Lot. Equipment has been installed at the Town Hall Parking lot and will be setup this coming month.



Downtown Walkability Improvements



Current Project Phase

On hold until further Commission direction.

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	
Architect of Record	

Funding	\$50,000
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Total Study Cost

\$120,000

*Design and Implementation strategy cost**

** Approved by Resolution at Dec. 13 Town Commission meeting*

Additional \$20,000 budgeted to account for Phase I permitting

Scope

The 2 blocks of Harding Avenue from 94th Street to 96th Street provide the entrance to the Town for those arriving from the north. It is also the commercial hub for residents and is visited by vehicles, pedestrians and bicyclists. The corridor carries through traffic traveling south along busy A1A. An evaluation of the feasibility of providing wider sidewalks in this section of Harding Avenue to support safety, provide a more walkable experience for shoppers and slow vehicle speeds has been conducted. Marlin Engineering presented findings to the Town Commission in September 2022.

Project Timeline

On hold until further Commission direction.

Project Update

On hold until further Commission direction.



91st Street - "Surfside Boulevard" Beautification Project



Current Project Phase

On hold until further Commission direction.

Project Contact Information

Department	Capital Improvement Projects
Director	Andre Eugent
Engineer of Record	Kimley-Horn
Architect of Record	
Project Management	

Funding

<i>Total Budgeted</i>	\$1,050,000 (construction)
<i>Budget Approval Date</i>	
<i>Commission Authorization to Expend Date</i>	September 28, 2022

Scope

Through various sources, the Town has obtained funds with the intent to beautify the current 91st Street also known as Surfside Boulevard. The project beautification scope of services is to be determined but will follow after major utilities project occur in the area.

Project Timeline

On hold until further Commission direction.

Project Update

On hold until further Commission direction.



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 7B.

Date: June 18, 2024

From: Mark Blumstein, Interim Attorney

Subject: **Town Attorney's Report**

Suggested Action: – Review and comment as deemed necessary

Background/Analysis: – Monthly activity of the Town Attorney Office.

Budget Impact: – N/A



TOWN OF SURFSIDE

**Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 861-4863 x225**

TO: Mayor and Town Commission

FROM: Mark Blumstein, Esq., *Interim* Town Attorney

CC: Marisol Vargas, Acting Town Manager

DATE: June 18, 2024

SUBJECT: Office of the Town Attorney Report for Regular Commission Meeting

This Report covers legal services provided to the Town for the period commencing on May 8, 2024 through and including June 7, 2024. It is broken down as follows: Section I – Meetings Attended; Section II – Ordinances / Resolutions / Agreements; and Section III – Pending Litigation / Open Cases.

- I. Meetings Attended (in person and/or remotely).**
- A. 96 St. Park – Construction progress meetings**
 - B. Information Technology vendors**
 - C. Town Audit Consultants**
 - D. Pension Board TPA Counsel**
 - E. Development of 9300 Collins Avenue**

- F. Eruv expansion
- G. Development of 8777 Collins Avenue
- H. Town Planner
- I. Parks & Recreation Director(s)
- J. Town Building Department, vendors and consultant
- K. Town Finance Department, vendors and consultant
- L. State Senator Shevrin Jones
- M. Planning & Zoning Board Meeting
- N. Surfside CTS Memorial Committee
- O. Resort Tax Board Meeting
- P. Town Code Compliance Director
- Q. Town Undergrounding Project meeting
- R. KCE Structural Engineers, P.C. (“KCE”) President
- S. Schnabel Engineering LLC Principals
- T. Indian Creek Village Manager
- U. Raising of LGBTQ+ Flag

II. Town Ordinances, Resolutions, Agreements and Documents

- A. *Ordinance* amending Article VII – Code of Ethics
- B. *Ordinance* imposing 1% Tax supporting Homeless/Domestic Violence
- C. *Ordinance* amending Town Manager Purchasing Authority
- D. *Ordinance* amending Sign Ordinance
- E. *Ordinance* amending Resort Tax Board Powers and Duties

- F. *Ordinance* amending Resort Tax special fund**
- G. *Ordinance* Establishing Code Provision Prohibiting Nondisclosure Agmts**
- H. *Ordinance* amending Regulated Uses in SD-B40 District**
- I. *Resolution* for adjusted parking rates for public parking**
- J. *Resolution* Approving Charter Amendments and Ballot Questions**
- K. *Resolution* Urging NIST to Expedite Final Report**
- L. *Resolution* for Special Election on November 5, 2024**
- M. *Resolution* Re-establishing Budget Committee**
- N. *Resolution* Re-establishing Sustainability and Resiliency Committee**
- O. *Resolution* Declaring Juneteenth State Holiday**
- P. *Resolution* approving Lansight Technology, LLC Agreement**
- Q. *Resolution* recognizing LGBTQ+ Month**
- R. YMCA Agreement**
- S. Declaration of Use for Seaway development**
- T. Hardpack Easement for Hillcrest development**
- U. Isle of Biscaya developments**
- V. Friday Beach LLC Agreement – Summer Sundays**
- W. Community Center Concessionaire proposals**
- X. Plastic Fisherman Corp. Agreement – Do the Dunes**
- Y. Weiss Serota et al. Town documents**
- Z. Lansight Technology, LLC Agreement**
- AA. KCE Agreements**

BB. Isle of Biscaya Parking Plans

CC. Acting Town Manager Agreement and corresponding Resolution

DD. Demolition plan for Regent Palace (9309-9317 Collins Ave.)

EE. Tourist Director Communications

FF.KCE Termination / Expiration letter

GG. Abbott Avenue Stormwater Project Announcement

HH. CMAR Agreement for Town Undergrounding Project

II. Lunacon Engineering Group, Corp. Agreement

JJ. Police Fuel Card Services Agreement

KK. Parking plan for Abbott Avenue between 95-96 Street

III. PENDING LITIGATION / OPEN CASES

A. Solimar Condominium Association, Inc. v. Town of Surfside

Third District Court of Appeal Case No.: 23-1572

Eleventh Judicial Circuit Case No.: 2019-025481-CA-01

Case Status: On Appeal from Summary Judgment for Town

Nature of Dispute: Town Stormwater Utility Fee

PARTIES

Appellant: Solimar Condominium Assn., Inc.

Appellant Counsel: Thomas H. Robertson, Esq.

Appellant Counsel Firm: Bercow Radell Fernandez Larkin & Tapanes

Appellee: **Town of Surfside**

Appellee Counsel: **Laura K. Wendell/Eric P. Hockman**

Appellee Counsel Firm: **Weiss Serota et al.**

KEY DATES

08/30/2023

12/15/2023

03/14/2024

05/13/2024

05/22/2024

ACTION

Appellant filed its Notice of Appeal

Appellant filed its Initial Brief

Appellee filed its Answer Brief

Appellant filed its Reply Brief

Appellant filed its Request for Oral Argument

B. Schnabel Engineering, LLC v. KCE Structural Engineers, P.L., et al.

Henrico County VA Circuit Court Case No.: CI23-7597

Case Status: Open and Pending

Nature of Dispute: Breach of Contract / Unjust Enrichment

Amount Claimed: \$100,000.00

PARTIES

Plaintiff: Schnabel Engineering, LLC

Plaintiff Counsel: Michael B. Steele, Esq.

Defendant 1: KCE Structural Engineers, P.L.

Defendant 2: Town of Surfside

Defendants' Counsel: Lee Byrd, Esq./VA Counsel

Defendants' Counsel: Eric P. Hockman, Esq./Weiss Serota

KEY DATES

11/14/2023

06/11/2024

06/28/2024

ACTION

Plaintiff filed suit

Mediation

Response to Complaint is due

C. Barry R. Cohen et al. v. Sherwin-Williams Co. et al.

Eleventh Judicial Circuit Case No.: 2020-4435-CA-01

Case Status: Open and Pending

Nature of Dispute: Slip and Fall on sidewalk outside Publix (>\$50K)

PARTIES

Plaintiffs: Barry R. Cohen and Ofelia O. Cohen

Plaintiffs' Counsel: K. Brian Roller, Esq.

Defendant 1: The Sherwin-Williams Company

Defendant 2: Publix Super Markets, Inc.

Defendant 3: Town of Surfside

Defendant 3 Counsel: W. Hampton Johnson IV (FMIT)

Defendant 4: Nextsport, Inc.

KEY DATES

02/26/2020

12/24/2020

03/30/2021

04/04/2023

ACTION

Case Filed

Second Amended Complaint Filed

Answer filed by the Town

Final Judgment for Publix

D. Gwendolyn Thomas v. Town of Surfside

Eleventh Judicial Circuit Case No.: 2024-6341-CA-01

Case Status: Open and Pending

Nature of Dispute: Slip and Fall by Farmers Market (>\$50K)

PARTIES

Plaintiff: Gwendolyn Thomas

Plaintiff's Counsel: Eric C. Morales, Esq.

Defendant: Town of Surfside

Defendant's Counsel: Melissa L. Johnson, Esq. (FMIT)

KEY DATES

04/09/2024

05/15/2024

06/21/2024

ACTION

Case Filed

Town's Motion to Dismiss ("MTD")

Hearing on Town's MTD



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A.

Date: June 18, 2024

From: Commissioner Ruben Coto

Subject: Community Center Concession Services

Suggested Action: – For the Town Commission to discuss and provide direction.

Background/Analysis: – The Parks and Recreation Committee met on Monday, May 20, 2024. The committee voted 5-0 to recommend the Town Commission to consider installing vending machines without impacting green space. This will provide snacks to all visitors of the community center.

The committee also with a 3-2 vote recommended that the town commission considers incorporating food truck vendors that can accommodate the dietary needs of all town's residents. Discussion ensued about having them possibly between Friday - Sunday, when there is more traffic in the community center.

Budget Impact: – No cost to the Town for vending machines.

LATONI VENDING LLC

PROPOSAL FOR SERVICES

FOR SURFSIDE RECREATIONAL CENTER



OVERVIEW

Latoni Vending is pleased to submit this proposal for services to support the Surfside Recreational Center in achieving its goal in satisfying its residents needs of accessible concessions. Our vending machine services will include the installation, maintenance, and restocking of high-quality vending machines at strategic locations within the Surfside Recreational Center. These machines will offer a diverse selection of snacks, beverages, and other refreshments to cater to the preferences of the residents. Additionally, we can customize the product offerings based on seasonal demand and feedback from the community.

Benefits To Residents

- 1. Convenience:** Residents and visitors can enjoy convenient access to snacks and beverages without having to leave the Surfside Recreation Center premises. This is particularly advantageous for beachgoers who may want to quickly grab refreshments without interrupting their activities.
- 2. 24/7 Accessibility:** Our vending machines will be available 24/7, allowing residents to satisfy their cravings even during non-operational hours of nearby stores or concessions stands.

3. **Variety:** We will ensure a diverse selection of products, including healthy options, to cater to the diverse preferences and dietary needs of residents and visitors. Whether someone is craving a cold drink on a hot day or a quick snack between activities, our vending machines will have something for everyone.
4. **Enhanced Experience:** By providing easy access to concessions, we aim to enhance the overall experience at the Surfside Recreation Center. Residents can focus on enjoying their time at the beach or participating in recreational activities without worrying about where to find food and drinks.
5. **Convenient Payment Options:** Our vending machines will be equipped with state-of-the-art Nayax card readers, allowing patrons to make purchases using credit/debit cards, mobile payments, or prepaid cards. This eliminates the need for cash transactions, providing added convenience and security for residents and visitors.

Environmental Considerations

We are committed to sustainability and will ensure that our vending machines are energy-efficient and environmentally friendly. Additionally, we will prioritize the use of eco-friendly packaging for the products stocked in our machines and implement recycling initiatives to minimize waste.

Cost and Revenue Sharing

Our vending machine services will be provided at no cost to the City. Instead, we propose a revenue-sharing model wherein a percentage of the profits generated from the vending machines will be allocated to the center. This arrangement ensures a mutually beneficial partnership where both parties are incentivized to maximize the success of vending operations.

CONCLUSION

In Conclusion, our vending machine services offer a convenient solution to enhance the accessibility of concessions for residents and visitors at the Surfside Recreational Center. By Providing a variety of snacks and beverages in a convenient manner, we aim to contribute to the overall enjoyment and satisfaction of patrons while supporting the goals of the surfside community. We look forward to the opportunity to partner with Surfside Recreational Center and serve the needs of its residents.

For any questions please contact:

David Sopher

Co-Founder and CEO

Latoni Vending, LLC

Email: david@latonivending.com

Phone: 347-668-6917

April 15, 2024

Subject: Letter of Introduction

Vice Mayor Tina Paul
Town of Surfside Community Center
9301 Collins Ave
Surfside, FL 33154

Dear Madam Vice Mayor,

My name is Shimar Mitchell of Sweet Cool Treats Inc. I am writing to express my strong interest in the commercial concession stand at 9301 Collins Ave. Surfside, Florida. With a proven track record in successfully managing and optimizing concession and restaurant operations, I am confident that my skills and experience make me an ideal tenant for this role.

Throughout my career, I have consistently demonstrated my ability to drive operational excellence and deliver exceptional customer experiences. As a Owner and Executive Chef of Concessions and Restaurant Operations, I understand the importance of creating a seamless and enjoyable experience for guests while maximizing profitability. I am passionate about implementing innovative strategies to enhance efficiency, streamline processes, and elevate overall performance.

One of the reasons I am particularly excited about the opportunity at Surfside Community Center Concession Stand, is my company's commitment to culinary excellence and delivering unparalleled service. I am inspired by our dedication to creating fun guests experiences and my focus on quality. I believe that my expertise in managing high-volume, fast-paced concession and restaurant environments aligns perfectly with Surfside Community Center vision and values.

In my last role as Concessions Operations Director for renowned Compass Group, I successfully lead a team of over 100 employees across the University of Miami. By implementing comprehensive training programs, refining standard operating procedures, and fostering a culture of excellence, I was able to consistently exceed revenue targets while maintaining high levels of customer satisfaction. I am confident that my strong leadership skills, combined with my ability to create culinary delights, would enable me to drive success at Surfside Community Center Concession Stand.

My desire is to put a smile on every customer face with our award-winning sweet and savory snacks from some of America's most recognized brands:

- Dippin Dots
- Super Pretzels Soft Pretzel Bites
- Doc Popcorn
- ICEE Frozen Drinks
- Hola Churros
- Burgers, Pizza, Hot Dogs, Nachos and more

We're committed to spreading joy through our food and service through our business model of Sweet Cool Treats. The Surfside Community Center Concession Stand will be a great vessel to serve great and fun food with phenomenal service to the residents of Surfside, nearby communities and tourist.

Madam Vice Mayor, please accept my gratitude for this amazing opportunity. I would like to meet in person at your earliest convenience to discuss this proposal further in detail and possibly come up with a formal business agreement. If any questions arise, please contact me at (313)-500-1788. Thank you again for this opportunity.

Sincerely yours,



Shimar A. Mitchell

Chief Executive Officer

CHEF SHIMAR MITCHELL

SWEET COOL TREATS

Business Presentation



Lots of Layers

dippin' dots

Your Dots, Your Way

ICE CREAM

TASTE THE FUN



TASTE THE FUN



UNLIMITED REFILLS



STOP

HARD HAT REQUIRED

100%

FUN, FAST, FAB



THE MENU



**HOT DOGS
PIZZA
CHICKEN TENDERS
CHEESEBURGERS
FRENCH FRIES
NACHOS
CANDY
ICE CREAM
CHURROS
JUMBO PRETZELS
POPCORN**









Date of this notice: [REDACTED]

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

SWEET COOL TREATS
ELEVATING CONSULTING GROUP
% SHIMAR A MITCHELL
848 BRICKELL AVE PENTHOUSE 5
MIAMI, FL 33131

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3521030. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2025
Form 944	01/31/2025
Form 1120	09/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SWEE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number () - Best Time to Call

DATE OF THIS NOTICE: EMPLOYER IDENTIFICATION NUMBER: FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

SWEET COOL TREATS ELEVATING CONSULTING GROUP % SHIMAR A MITCHELL 848 BRICKELL AVE PENTHOUSE 5 MIAMI, FL 33131

WAKU

Surfside Community Center Concession Stand

Azukre Inc
DBA Kosher Chefs

Artean Inc

Contact:
Rohama Bruk

Tel: 954.513.7958
hello@kosherchefs.com

HELLO!

Azukre Inc, DBA Kosher Chefs, and Artean Inc are sister companies specializing in the hospitality and food service industry, with a primary focus on private chef and private catering services.

Established with a passion for culinary excellence, Azukre and Artean have been providing premium culinary solutions since their inception in 2019 and 2023 respectively. Our companies are committed to quality and customer satisfaction, allowing us to grow as trusted names in the industry.

Azukre and Artean offer a wide range of culinary services, including menu consultation, private dining and travel experiences, event catering for special occasions, and culinary workshops. While we specialize in Kosher cuisine, we are also trained in different culinary styles and international cuisines. We prioritize quality ingredients, innovative recipes, and attentive service.

Both companies have demonstrated consistent revenue growth and financial stability since their inception. Our strategic goals include expanding our market presence, enhancing our services, and setting the standard for excellence in the food and hospitality industry.

With our proven track record of delivering exceptional culinary experiences, we believe we are well-positioned to succeed in the operation of the Surfside Community Center Concession. Our deep understanding of the market, customer preferences, and commitment to quality product and service, will continue to add value to the community. We are confident that we can bring a unique and enticing dining experience to Surfside, catering to all the different communities that reside here.

We look forward to this opportunity and thank you for your consideration.

COMPANY INFORMATION

Artean Inc
EIN: 93-1914892

Mr. Drew Berman
President

Tel: 516.385.0651

10230 Collins Ave,
Apt #306,
Bal Harbor, Florida 33154

Azukre Inc
DBA Kosher Chefs
EIN: 83-3317204

Mr. Drew Berman
President

Mr. Arie Bruk
Vice President & Chef
Tel: 954.297.7866

Mr. Boris Bruk
Director
Tel: 954.592.2297

1160 sw 159th terrace
Pembroke Pines, Florida 33027

**Combined Gross Profit for Azukre and Artean over the last two years:
Over \$400,000**

WHO WE ARE

Over the past five years, Azukre and Artean have embarked on an incredible journey of growth and innovation in the hospitality and food service industry. From our beginnings as family companies, we have expanded our operations, solidifying our position as leaders in personalized culinary experiences. Our dedicated team of chefs, event planners, and service staff have worked tirelessly to exceed client expectations, earning us a reputation for excellence and reliability.

Our teams of chefs have traveled to 5 continents, and over 20 countries, working in all different types of facilities with unique challenges— from luxury mediterranean cruises, to makeshift tent kitchen,— always rising to the challenge and delivering quality service.

Over the years we have catered to dozens of families, including some residents of the Surfside and neighboring communities, celebrities, companies, and events like Art Basel, and the Chabad opening in Dubai. We have amassed the knowledge and skills to cater an intimate dinner for two, and a five hundred guest wedding.

We were extremely proud when some of our team members volunteered hours during the Champlain Tower collapse. Working some night shifts at the concession stand and tents, offering our skills and support for the community during that time.

Working in a variety of settings and under different conditions has given our team the ability to manage and operate dynamic situations in a fast paced environment, such as is the demand of a concession stand.

Our unique individual backgrounds as members of the Latin Jewish community, and our exposure, through work and personal curiosity, to different cuisines and cultures makes our company and team attuned to the different needs and preferences of the Surfside community. That is why our proposal incorporates and acknowledges the different needs and preferences of the community to give customers a journey of familiar and new flavors.

REFERENCES

Rabbi Aryeh Citron

786.316.5934

Rabbi Shea Rubinstein

305.984.8373

Mrs. Barbara Novak

516.455.3682

Mrs. Perel Weiss

786.656.5661

THE TEAM

Mr. Isaac Bruk **Executive Chef**

Isaac is a graduate of the Johnson & Wales University, with a Bachelors in Culinary Arts. Isaac has over twenty five years of experience in the culinary world. Beginning his journey as an apprentice in Bilbao, Spain working in luxury hotel restaurants and under master chefs such as Ricardo Perez. He has worked in the catering business for the majority of his journey, and over the last ten years as a private travel and small events chef. Isaac will be overseeing the menu development, kitchen staff management, and kitchen operations.

Mr. Arie Bruk **Chef de cuisine and Pastry Chef**

Arie has been working as a chef, and specializing in pastries, for over fifteen years. Working alongside Isaac, Arie has dedicated his culinary journey to innovating and elevating the Kosher pastry world. Arie will be working alongside Isaac in the management of the kitchen.

Mr. Drew Berman

Drew has a background in business administration and a Masters in writing, he will spearhead the logistics and customer service aspect of the business, overseeing the daily operations, setup and logistics of the business.

Mrs. Rohama Bruk

Rohama posses a background in journalism and marketing, but has also worked under as Isaac's apprentice for fifteen years, allowing her to develop a keen sense of the kitchen and food industry, while also providing dynamic and modern solutions to the operations of the business. Rohama will be in charge of the marketing, communications and daily operations of the stand.

Additional kitchen and service staff will be hired based upon qualifications.

THE PROPOSAL

Introducing “Waku”, a name derived from the Pemon people’s (a tribe local to the Caribbean and Amazon) word for local palm trees and water vegetations that grow in their native region. *Waku* is also a prefix in the Pemon language denoting “good”.

This concession stand proposal embodies our commitment to providing a diverse and inclusive culinary experience.

Inspired by the vibrant Jewish community and the success of local kosher establishments within Surfside, we recognize the significant market opportunity for growth within the kosher industry, while also embracing the community as a whole.

This is why our mission is to craft a menu that offers a fusion of innovative and familiar food options, regardless of dietary restrictions, where all the patrons can enjoy a great meal and service.

We are committed to investing in additional kitchen equipment, as well as new dining furniture for the patron to enjoy a more pleasant experience.

Permits

Up until now our business operations have not demanded that we apply for specific food and service permits required by the State of Florida and local authorities. It is our hope that with the successful outcome of this application we will begin the process of obtaining all State and Local permits that are required to operate the concession stand.

DRAFT MENU

BURGERS

THE CLASSIC with FRENCH FRIES \$13.99

House-made patty, lettuce, tomato, red onion, pickles, and condiments on a fresh bun

ALOHA BURGER with FRENCH FRIES \$15.99

House-made patty, pastrami, caramelized pineapple ring, pickled red onion, tomato, and condiments on a fresh bun

SUNNY BURGER with FRENCH FRIES \$16.99

House-made patty, avocado, fried egg, lettuce, tomato, red onions, pickles condiments, and potato sticks on a fresh bun

HOT DOGS

CHALLAH DOG \$6.99

Beef sausage wrapped in sweet challah bread dough

THE CLASSIC \$7.99

Beef sausage, relish, potato sticks and condiments on a fresh bun

THE SURFSIDE DOG \$12.99

Polish Sausage, pepperoncinis, diced tomatoes, yellow mustard and chopped onions on a fresh bun

THE PERRITO CALIENTE DOG \$14.99

Beef sausage, shredded cabbage, roasted corn, diced avocado, potato sticks, vegan cheese and house sauces on a fresh bun

DRINKS AND SMOOTHIES

Sodas \$2.50

Water \$1.50

Fresh Juice and Smoothies - Made to order \$6.99

Ice Coffee \$4.99

SANDWICHES

CLUB HOUSE with FRENCH FRIES \$14.99

Thinly sliced turkey breast, beef bacon, lettuce, tomato and mayo on slices of toasted bread

SCHNITZEL BAGUETTE \$16.99

Crispy breaded chicken breast, with spicy matbucha sauce, grilled eggplant. and pickles on a fresh baguette

THE PEPITO \$18.99

Grilled steak, caramelized onions, pickles, house-made sauces and potatoe sticks on a fresh baguette

EMPANADAS \$5.99

Ropa vieja (shredded beef) • Chicken • Ground beef

CACHITOS \$4.99

Turkey filled sweet dough baked in a half moon shape

CEVICHE \$6.99

Salmon • Curbina

SALADS \$12.99

Classic Caesar • Crunchy Ramen Noodle Cabbage Salad • Taco Salad

OTHER MAINS & SIDES

House-made Chicken Nuggets \$10.99

Hot Poppers \$10.99

French Fries \$6.99

Fried Yuca \$6.99

Blooming Onion \$5.99

DESSERT

Chocolate Chip Cookies \$4.99

S'more Brownies \$4.99

Fruit Salad \$4.99

MENU

BREAKFAST | LUNCH | SALADS | DESSERTS | DRINKS | COFFEE

**WE ARE
OPEN**
MON - THU
7:30 A.M. - 7:00 P.M.
FRI - SUN
9:00 A.M. - 6:00 P.M.

ALL-DAY BREAKFAST



- Avocado Toast** **\$9.50**
Multigrain Bread with Feta Cheese, Avocado,
Salt & Pepper
*Add: Pouched Egg or Smoked Salmon **\$2.50**
- Waffles** **\$8.00**
with Powdered Sugar, Syrup, Nutella or Honey
- Croissant** **\$6.00**
Ham and cheese or Chocolate
- Focaccia Farcita** **\$5.50**
Italian Bread with Ham & Cheese or Salami
- Bagel** **\$5.50**
with Swiss Cheese or Cream Cheese; Ham or
Smoked Salmon

COFFEE AND TEA

- Americano** **\$3.00**
- Latte** **\$4.00**
- Capuccino** **\$4.00**
- Espresso**
 - Single **\$2.50**
 - Double **\$4.00**
- Macchiato** **\$3.00**
- Mochaccino** **\$5.00**
- Iced Coffees** **\$3.00**
- Hot Teas** **\$3.50**
Black, Green, Chamomile, or Mint

SALADS

- Greek Salad** **\$8.00**
Mixed Lettuce, Feta Cheese, Cherry Tomatoes,
Black Olives & Dressing
- Caesar salad** **\$8.00**
Mixed Lettuce, Parmesan Cheese, Croutons &
Caesar Dressing
- Salmon** **\$8.00**
Mixed Lettuce, Feta Cheese, Cherry Tomatoes,
Capers, Lemon & Dressing
- Garbanzo Salad** **\$8.00**
Garbanzos, Tomato, Onion, Tuna, Avocado,
Lemon, Olive Oil, Salt & Pepper



- Fruit Salad** **\$6.50**
Fruit Combinations with Greek Yogurt and
Granola



LUNCH

Hot Dog \$5.00

Pizza \$5.00

SNACKS

Tequenos \$2.50
Chips \$1.50

Cheeto Puffs and Crunch, Lays Original, SmartFood, Hot Cheetos, Doritos

Nutella Go \$4.00

Pringles \$2.50

Pocky \$3.00

Milano Dark Chocolate \$2.00

Hamburger \$8.00

Beef or Chicken

Empanadas \$3.50

Chicken, Beet Spinach, or Ham & Cheese

Acai Bowls \$9.00

Granola, Chia, Almonds, Coconut Flakes and Fruits

Plus Toppings/Each \$0.75

Greek Yogurt Parfait \$5.00

Pan de Bono \$2.40

Qunno Vegan \$4.00

Kinder Bueno \$4.00

Kinder Bar \$1.50



DESSERT

Torta de la Nonna \$6.50
Individual portion
Full Cake \$60.00

Mixed Berries \$7.00

Chocolate cookie \$4.00

Popsicle \$5.00

Chocolate, Mixed Berries, Lemon, Strawberry, Pineapple and Mint, Mango, or Nocciola



DRINKS

Coca Cola \$3.00
Regular, Diet, Zero

Spite \$2.50

San Pellegrino \$4.00
Oranciata, Aranciata Rosa or Limonata

Bottled Water \$3.00

Fresh Lemonade \$3.50

Mint \$4.00

The Hulk \$7.00

Spinach, Banana, Pineapple, Green Apple, Lemon, Orange Juice and Mint

Mojito \$7.00

Apple, Pineapple and Mint

Pure Energy \$7.00

Spinach, Pineapple, Beet & Banana

Weight Control \$7.00

Pineapple, Celery, Cucumber, Parsley and Orange

San Pellegrino \$3.00

Gatorade \$4.00

Fruit Punch, Orange, or Cool Blue

Apple Juice \$4.00

Orange Juice 12oz \$6.00

Sparkling Water \$3.50

San Pellegrino or Perrier

Less Cholesterol \$7.00

Carrot, Ginger, Celery, Parsley, Pineapple and Orange

Cardio Fruits \$7.00

Banana, Pineapple, Mango and Avocado

Ginger Cool \$7.00

Ginger, Honey, Lemon and Orange



Qualifications and Experience

1. Qualifications

a. Qualifications of Firm

Aldan, LLC, a Florida limited liability company d/b/a The Corner Coffee & Pantry (“Corner Coffee”) is the current concessionaire of the Village of Key Biscayne concession at the Community Center. Over the years Corner Coffee has designed a comfortable, friendly, family-oriented environment where the guests always feel at home and welcome. Corner Coffee knows many of its customers by name, and always strives to provide great service and quality food.

Corner Coffee offers a varied and balanced menu for breakfast and healthy snacks, in addition to various coffee products (including Italian 100% percent Arabica roasted coffee), as well as fresh fruit, smoothies, and kids’ favorite snacks.

Corner Coffee has maintained the concession during the COVID-19 pandemic, one of the worst, reality-altering events for the hospitality industry in recent years. Despite this, Corner Coffee has always delivered excellent service and has become a staple of the Community Center.

Corner Coffee is duly organized, validly existing and in good standing. Corner Coffee holds all required licenses - see excerpts below.

<p>ALDAN LLC</p> <p>Filing Information</p> <p>Document Number L17000176065</p> <p>FEI/EIN Number 82-2511986</p> <p>Date Filed 08/17/2017</p> <p>Effective Date 08/17/2017</p> <p>State FL</p> <p>Status ACTIVE</p> <p>Last Event LC AMENDMENT</p> <p>Event Date Filed 08/21/2017</p> <p>Event Effective Date NONE</p> <p>Principal Address</p> <p>10, VILLAGE GREEN WAY KEY BISCAYNE, FL 33149</p> <p>Changed: 05/20/2019</p> <p>Mailing Address</p> <p>10, VILLAGE GREEN WAY KEY BISCAYNE, FL 33149</p>	<p style="text-align: center;">Local Business Tax Receipt Miami-Dade County, State of Florida <small>- THIS IS NOT A BILL - DO NOT PAY</small></p> <p>7234535</p> <p>BUSINESS NAME/LOCATION THE CORNER COFFEE AND PANTRY 10 VILLAGE GREEN WAY KEY BISCAYNE, FL 33149</p> <p>OWNER ALDAN LLC C/O ANNA LISA VOLPE</p> <p>Seat(s) 1</p>	<p>RECEIPT NO. RENEWAL 7520307</p> <div style="text-align: center;">  </div> <p>SEC. TYPE OF BUSINESS 195 EATING ESTABLISHMENT</p> <p>NOS2331161</p>	<div style="border: 2px solid black; padding: 10px; text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 5px;">LBT</div> <p>EXPIRES SEPTEMBER 30, 2023</p> <p><small>Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10</small></p>	<p>PAYMENT RECEIVED BY TAX COLLECTOR</p> <p>45.00 07/19/2022 INT-22-370074</p>
<p><small>This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder’s qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.</small></p> <p><small>The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.</small></p> <p><small>For more information, visit www.miamidade.gov/taxcollector</small></p>				

[Main Menu](#) | [Update Profile](#) | [Logoff](#) | [Contact Us](#)

Non-Seating #NOS2337595 Logged in as **Volpe, Anna Lisa**

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	ALDAN LLC
DBA Name:	CORNER COFFEE & PANTRY
License Status:	Current, Active
Originally Licensed On:	03/23/2023 (mm/dd/yyyy)
Expires On:	10/01/2023 (mm/dd/yyyy)
Modifiers:	Risk Level 1
	03/23/2023 (mm/dd/yyyy)

**COMMERCIAL LINES COMMON POLICY DECLARATIONS
SCHEDULE OF FORMS AND ENDORSEMENTS**

POLICY NUMBER: PAV0363017	NAMED INSURED: The Corner Coffee and Pantry
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b. Qualification of Staff

All of the workers at Corner Coffee meet the following criteria:

1. E-Verified
2. Experience in hospitality (preferred)
3. Minimum one year Experience in Coffee shop
4. English and Spanish speaker
5. Background check
6. Positive attitude
7. Ability to lift 20 pounds

Corner Coffee has a commitment to diversity and hires on a non-discriminatory basis, offering a fair opportunity to all candidates. All staff at Corner Coffee is trained to be courteous and friendly with guests, to listen to their requests and suggestions, and to receive and promptly address any complaints.

Resumes of each team member are attached as part of this submission.

c. Industry Knowledge and Expertise

Corner Coffee is the current concessionaire and has been for the last five years, including through two years of the COVID-19 pandemic. Over this time, Corner Coffee has developed a deep understanding of the needs and desires of the local community in Key Biscayne. Corner Coffee’s employees are friendly faces to the children and families who visit the Community Center. No other candidate is better positioned to address the needs of the Village than Corner Coffee.

Anna Lisa Volpe, Aldan’s ultimate owner, has managed the business during this time. When she acquired the concession, the then-current concessionaire had sub-par products and sluggish sales – nobody really enjoyed stopping at the concession. She has turned the Corner Coffee into the place it is today. Her accomplishments have been widely recognized at the Village and she has been featured in various local newspapers and magazines (copies attached at the end).

Anna is supported in her strategic decisions by Mario Betancourt, who has over twelve years of experience in the hospitality industry in a number of managerial positions, including as a general manager of various high-volume restaurants.

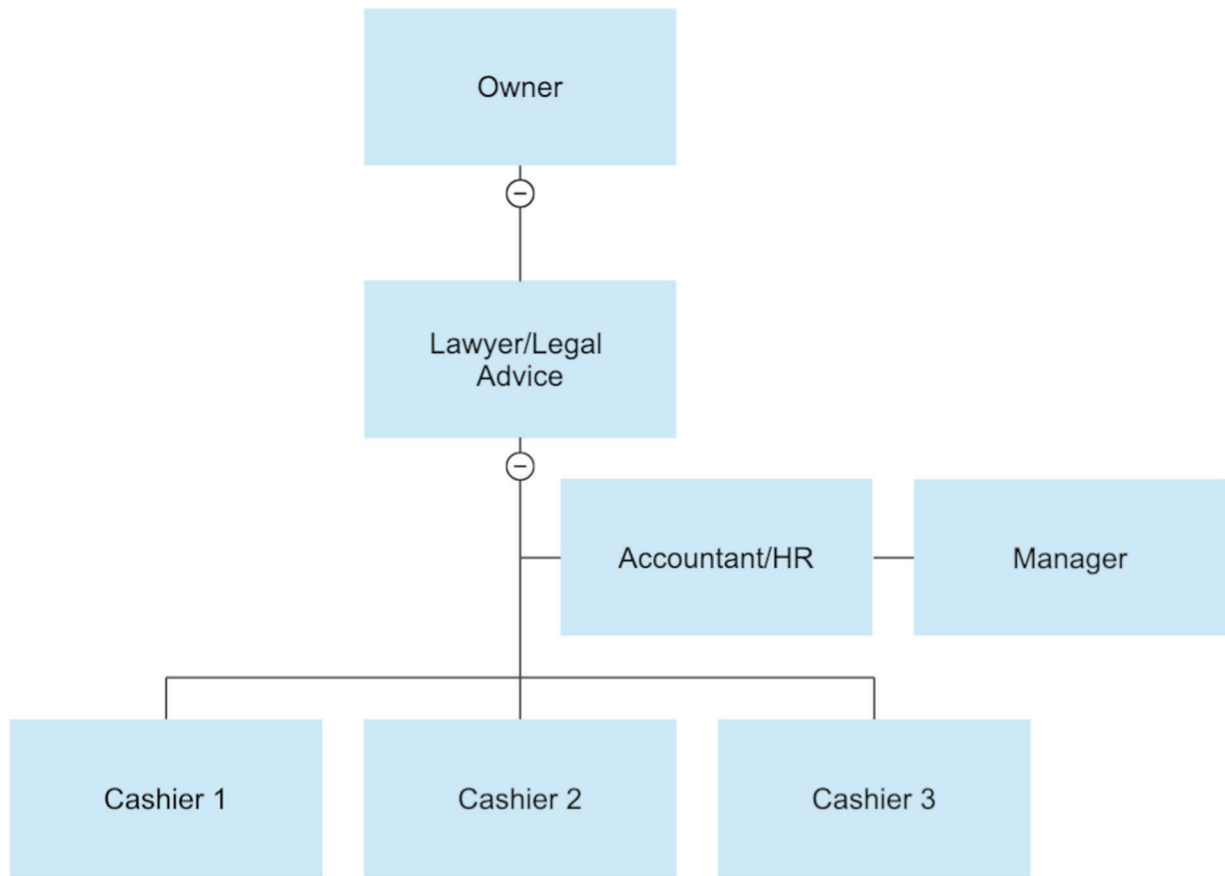
The staff of the Corner Coffee comprises various younger associates with industry-specific knowledge and experience – their resumes are attached.

d. Project Management and Special Services pertinent to this Solicitation.

The Corner Coffee is the current concessionaire of the Village and has successfully run the concession for five years. As set forth in greater detail in the subsequent sections, the Corner Coffee is led by a team of qualified professionals. Anna Lisa Volpe will be the primary project manager, and the primary point of contact for the Village. The Corner Coffee’s manager, Mario Betancourt, has over twelve years of experience in the restaurant industry, where he has served in numerous managerial positions at staple restaurants in Miami and in Key Biscayne, such as Milanezza, Perricone’s, Sushi Sake, and Salumeria 104. Mr. Betancourt will be assisting Mrs. Volpe in managing the project.

2. Service Team and Resume

a. Organizational chart*



*The Lawyer/Legal Advice and Accountant/HR roles are occupied by independent contractors.

- b. Provide detailed descriptions of each team member’s role, responsibilities, experience, and education.

Owner Full Time

The Corner coffee and Pantry owner holds a myriad of responsibilities example is to ensure the smooth functioning and success of the establishment. Their primary role includes managing the day-to-day operations, such as maintaining inventory levels, ordering, purchasing, supervising staff, and providing exceptional customer service. Coaching and overseeing the day-to-day operation of the shop. Owner brings extensive knowledge of business experience. Now five years’ operating successfully The Corner Coffee and Pantry.

Lawyer Legal Advice

Will help giving owners and HR formal opinion in regarding the substance or procedure of the law in relation to factual situation if the need arises. Advising the firm on how to correctly act based on applicable laws. Private Services.

Accounting/HR

Accountant will help collecting, tracking and correcting finances. Is responsible for reconciling bank statements, paying accounts, payroll, payroll tax. And helping with onboarding procedures. Private Services.

Manager (full time)

The manager is responsible for overseeing the daily operations of The Corner Coffee and Pantry, including managing staff, ordering supplies, and ensuring excellent customer service. Will coordinate with vendors, track finances, and maintain cleanliness. Current manager brings 12 years of restaurant experience. As Restaurant General manager bringing experience of managing 14 million dollars in sales.

Cashiers 1,2,3 (part time)

Cashiers oversee completing opening and closing procedures of the store. Restock all products, take orders, move them onto the coffee preparing stations, take payments and answer questions about the products the shop sells, collects finished orders, then bag and hand orders to customers. High School Students, majority of our employees are high schoolers from Key Biscayne.

- c. Provide information on the relevant experience of each team member.

Relevant experience of each team member is indicated below, as part of each member's resume.

[SPACE INTENTIONALLY LEFT BLANK – TEAM RESUMES ON FOLLOWING PAGES]

Owner

Anna Lisa Volpe
Key Biscayne, FL 33149

Accomplished Independent Business Owner known for delivering strong profit in highly competitive markets. Solid experience and select strengths that encompass management, key account development, staff training and team leadership. Bringing over 10 years of extensive background in Business Development, Operations Management, consistently reaching revenue and sales goals bringing a high level of Productivity, Profitability, Leadership and passion to the organization.

Work Experience

Owner/Manager

The corner Coffee and Pantry - Key Biscayne, FL April 2018 to Present

- Maintained excellent customer service with guest satisfaction resulting in established repeat business.
- Responsible for running the entire business Monitor food preparation methods, portion sizes.
- Investigated and resolved complaints regarding food quality, service, or accommodations.
- Scheduled and received food and beverage deliveries, checking delivery contents to verify product quality and quantity.
- Monitored budgets and payroll records and review financial transactions to ensure that expenditures are authorized and budgeted.
- Maintained food and equipment inventories and keep inventory records.
- Established standards for personnel performance and customer service.
- Managed business operations and staff, including hiring and termination process.
- Created and implemented training manuals; shaped company policy, culture and mission.
- Provided quality assurance and cost-effectiveness and maintained consistent steady growth.
- Created a safe and comfortable public atmosphere for guests and employees with low employee turn over-prepared, implemented and growth and expansion.
- Ensured legal compliance with food safety and storage regulations.

Founder/Owner

Anna Lisa Volpe Medical Spa - Panamá, Provincia de Panamá August 2013 to Present

- Manage the day-to-day operations of a medical spa, including hiring and training staff, scheduling shifts, monitoring inventory levels, and ensuring compliance with all applicable regulations.

- Provided customer service to clients by assisting them in selecting products that best meet their needs and educating them on proper usage for optimal results.
- Developed marketing strategies to increase brand awareness within the community as well as retain existing customers through effective social media presence and email campaigns.
- Assisted doctors with patient consultations regarding cosmetic procedures such as Botox, fillers, laser hair removal, etc., providing education about treatment options available at our practice.
- Maintained cleanliness standards throughout the office by performing daily inspections of equipment and facilities and maintaining an organized storage area for supplies used during treatments.
- Maintained spa facility and guest area to promote a relaxing and beautiful environment.
- Defined customer service procedures and monitored the facility carefully to ensure the procedures are followed

Owner/Manager

Vanitá - Coral Gables, FL February 2016 to February 2017

- Manage daily operations for a hairstyling and beauty salon, coordinate daily scheduling and client appointments, and identify opportunities to enhance the customer experience
- Lead a team of 5 hairstylists and beauty specialists, deliver beauty services to high-end clientele, educate customers on hairstyling trends, and provide recommendations
- Coordinate with vendors to order products and beauty supplies, including nail polish, hair coloring materials, shampoo, makeup, and grooming equipment

Accountant/HR

Maska s.p.a - Reggio Emilia, Emilia-Romagna January 1999 to January 2001

- Manage a \$1,500,000 annual corporate budget, reducing 10% of costs in four years.
- Forecast losses and earnings using quantitative and qualitative analysis, allowing supervisors to make profitable investment decisions.
- Analyze financial reports and budgets and present findings and suggestions to executive management.
- Filed yearly business and personal tax returns with utmost accuracy
- Reorganized the store's accounting filing system and installed digital accounting software.
- Oversee the fixed asset system, including the maintenance of capital asset records, policies, disposals, and transfers, and the calculation of monthly depreciation values, adhering to capitalization and depreciation policies.
- Collaborate with the audit team to redesign and improve internal control processes, reducing process turnaround time by 60%.
- Deliver accounting and financial reporting presentations, incorporating variance analysis with detailed explanations to senior management, audit committee, and the board of directors to support strategic planning and decision-making.
- Verify real estate taxes are paid in the appropriate period and ensure escrowed funds meet taxation needs.

Manager

Mario Betancourt
Key Biscayne, FL 33149

High-energy leader successful in building and motivating dynamic teams. Cultivates a company culture in which staff members feel comfortable voicing questions and concerns, as well as contributing new ideas that drive company growth.

Willing to relocate: Anywhere.

Authorized to work in the US for any employer

Work Experience :

General Manager

Salumeria 104 - Coral Gables, FL May 2021 to Present

- Manage all Front & Back day to day operation within budgeted guidelines to the highest standards
- Monitoring restaurant finances, sales and expenses
- Preparing regular reports for upper management
- At times responsibility of other location duties as GM

- Preserve excellent levels of internal and external customer service
- Comply with all health and safety regulation
- Manage knowledge of business and process and functions
- Scheduling, hiring and terminating.

- Payroll, Payroll Validation and Certification
- Nurture a positive working environment and lead by example
- Resolved customer complaints, and always ensured that the customers leave satisfied
- Worked closely with Executive Chef to ensure training was implemented and tested daily
- Checking stock levels and order supplies
- Food and Beverage Inventory
- Manage Quarterly Employee review and conversation
- Food and Beverage COGS operations control
- Menu engineering
- Meeting with wine distributors to select wine profiles
- Fluent in Spanish and English, Intermediate Italian

General Manager

Milanezza at Key Biscayne - Key Biscayne, FL March 2020 to May 2021

- Oversee employees work in front and back of house to ensure compliance with company policies, regulations, and food safety guidelines
- Perform facility walk-throughs to assess cleanliness preparedness and side work at beginning and end of shifts.

- Complete restaurant opening and closing procedures and manage deposits
- Reduced employee as well as manager turnover through relationship building.

- Oversee portion control, and monitoring accuracy of charges • Respond efficiently to customer complaints
- Scheduling Reservations through platforms
- Planning banquets so each event runs smoothly

- Briefing staff and checking room setup before each event • Scheduling
- Back up bartending at peak time

Food & Beverage Manager

Shore Club - Miami Beach, FL March 2019 to March 2020

- Manage all F&B and day to day operation within budgeted guidelines and to the highest standards • Preserve excellent levels of internal and external customer service
- Monitored and established targets, G.S.S, policies and procedures
- Comply with all health and safety regulation

- Hiring, scheduling, terminating
- To nurture a positive working environment and lead by example
- Resolved customer complaints, and always ensured that the customers leave satisfied
- Worked closely with Executive Chef to ensure training was implemented and tested daily
- Managed different outlets Pool, Restaurant, Room Service, Night life bar
- Manage extensive banquets events following BEO to coordinate the delivery of all food and beverage

Senior Manager, Operations

Perricones - Brickell
October 2016 to January 2019

- Oversee employees work in front and back of house to ensure compliance with company policies, regulations, and food safety guidelines
- Perform facility walk-throughs to assess cleanliness preparedness at beginning and end of shifts.
- Complete restaurant opening and closing procedures and manage deposits.

- Reduced employee as well as manager turnover through relationship building. • Drove substantial increase in lunchtime business through coupon program.
- Ensuring portion control, and monitoring accuracy of charges
- Respond efficiently to customer complaints

- Scheduling Reservations
- Planning banquets so each event runs smoothly
- Briefing staff and checking room setup before each event. • Manage a 13M in sales high volume capacity

Manager

Lulu, Coconut Grove - Miami, FL January 2016 to October 2016

- Responsible to coordinate all restaurant operation
- To meet restaurant operational objectives by contributing information and recommendation to strategic plans and reviews
- To implement production, productivity, quality and customer service standards
- Maintain safe, secure, and healthy environment by establishing, following, and enforcing sanitation standards and procedures
- Recruiting, training and supervising staff

- Payroll certification and Validation
- Respond efficiently to customer complaints • Over seeing Breakfast buffet completion

General Manager

Sushi Sake - Brickell
August 2010 to January 2016

- Responsible for business performance and maintaining high standards of food, service and health and safety
- Assure that the restaurant operates efficiently and profitably maintaining reputation
- Analyzing and planning sales level and profitability

- Organizing marketing activities such as promotional events and discount schemes
- Preparing reports at the end of the shift/ week including staff control, food control and sales
- Responsible for creating and executing plans for department sales, profit and staff development

- Setting budgets
- Recruiting and motivating staff
- Checking stock levels and order supplies



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B.

Date: June 18, 2024

From: Mayor Charles W. Burkett

Subject: All Zoning Changes from the Last Administration 2022-2024

Suggested Action: – For review and consideration as requested by Commission

Background/Analysis: – Changes to Zoning Code during last Administration (2022-2024).

	EFFECTIVE DATE	ORDINANCE NUMBER	SUBJECT NAME	SUMMARY CHANGE
1.	06/14/2022	22-1722	Non-Habitable Understory	Sec.90-49.5 Enacted Non-Habitable Understory including enclosed space below flood elevation.
2.	07/12/2022	22-1724	Yards, Generally Allowable Projections	90-47.1 Allowed projections up to 2 feet into yards.
3.	07/12/2022	22-1725	Marine Structures	Sec. 90-57 (d) - Enacted Marine structures. Increasing projections by waterway.
4.	09/13/2022	22-1728	Definitions	Sec. 90.2; 90-49 -Lot coverage and Lot standards. Increased from 40% to 50% for single story homes.
5.	09/13/2022	22-1729	Landscape Requirements	Sec. 90-90.1 and 90-95. -Increasing Florida Friendly landscaping from 20% to 40%.
6.	09/13/2022	22-1730	Location & Requirements for Ground Level Mechanical Equipment	Sec. 90-47.3;90-67.3. Decreased rqmt from 15 feet to 10 feet from any other single-family or two-family residence. Added rqmts for rooftop placement.
7.	10/12/2022	22-1731	Emergency Power Generators	Sec. 90-67. Added placement to rooftop as another option.
8.	11/15/2022	22-1732	Planning & Zoning Board Members	Sec. 90-15. Added real estate developer and real estate broker or realtor.
9.	02/14/2023	23-1733	Design Standards – Curb Cuts	Sec. 90.61.1(c). For lots less than 100 ft, increase one curb cut from 18 to 24 feet. For lots 100 ft or more, increase 2 curb cuts, increase each from 18 to 24 feet.
10.	03/14/2023	23-1734	Miscellaneous Elevations for Sea Walls	Sec. 90-60; 90-63. Establish minimum seawall elevation at BFE per FIRM and max at DFE.
11.	04/18/2023	23-1735	Modification of Side & Rear Yard Regulations	Sec. 90-48.3; 90-54. Modified location of accessory structures on Point Lake by reducing same from 25 to 10 feet from seawall and allowing construction of enclosed structure within setback. Modified location from 50 feet to 15 feet next to

				seawall on other waterfronts and allowing a 200 sq ft structure within setback.
	EFFECTIVE DATE	ORDINANCE NUMBER	SUBJECT NAME	SUMMARY CHANGE
12.	04/18/2023	23-1736	Definitions-Density delete reference to Gross Acre; Aggregation of Lots to Gross Density; Landscape Permit Plans to Gross Acreage	Sec. 90.2; 90-45.1;90.86; 90-86.2. Deleting the term “gross” in reference to density as it pertains to aggregation of lots. Deleting the term “gross” in reference to the landscape calculation table.
13.	04/18/2023	23-1737	Definitions of setback and yard	Sec. 90-2. Equating setbacks with yards.
14.	05/09/2023	23-1742	Roof Deck Provisions	Sec. 90-50:90-50.2. Rooftop stairs must not be visible from street but allowing them to exist beyond 30 ft height limit and FBC to control height limits on rooftops, not TC.
15.	06/13/2023	23-1745	Single-Family and Two-Family Development Review Process	Sec.90-19.7. Allows administrative review by Town Planner (not P&Z Board) for front yard fences/gates; garage conversions; carports; window signs and awnings in SD-B40; wall openings not visible from public r.o.w.; rear yard pools and decks; rooftop and ground mech eqpt not visible from public r.o.w.
16.	06/13/2023	23-1746	Yards Generally, Allowable Projections H120	Sec. 90-47.6. Enhanced balconies into setbacks of wedding cake.
17.	06/13/2023	23-1744	Architecture for Converted Garages	Sec. 90-50(7). Window placement to be consistent with home.
18.	06/13/2023	23-1747	Fences, Walls & Hedges	Sec. 90-56.2. Provides Town Planner with approval authority to fences, walls and gates in H30A and H30B districts; setting new opacity rqmts.
19.	06/13/2023	23-1748	Public Rights-of-Way Ordinance	Sec. 76. Enacted new ordinance to govern what can be done or built thereon giving TM authority to grant.
20.	07/11/2023	23-1749	Landscape Requirements – Synthetic Turf	Sec. 90-85.2; 90-87;90-90.1. Added synthetic turf to landscape definition and to pervious area rqmt in H30A and H30B districts;

				Adding inspection rqmt by Town public works every 3 yrs; grandfathering prior installed turf.
	EFFECTIVE DATE	ORDINANCE NUMBER	SUBJECT NAME	SUMMARY CHANGE
21.	07/11/2023	23-1750	Restaurant Accessory in H120	Sec. 90-41. Added restaurants and outdoor dining to H120 as conditional use.
22.	09/12/2023	23-1752	Definitions – Avg Setback in H30A and H30B	Sec. 90-2. Changed how setbacks are calculated.
23.	09/12/2023	23-1753	Regulated Uses – Smoke shops	Sec. 90-41(36). Brought smoke shops to business district.
24.	09/12/2023	23-1754	Paving in Front Yards on Harding Ave	Sec. 90-61. Increased paving from 50% to 70% on front yards fronting Harding Ave.
25.	09/12/2023	23-1755	Carport Canopies	Sec. 90-58. No height limits for carports and may be placed anywhere on lot and Town Planner may approve.
26.	10/10/2023	23-1758	Regulated Uses - Arcades	Sec. 90-41(15). Allowing arcades in business district.
27.	10/10/2023	23-1758A	Setbacks; Lot Standards in SD-B40	Sec. 90-45; 90-49. Inserted Live Local Act rqd setbacks to be as rqd by H120 district.
28.	02/13/2024	24-1766	Development on Point Lake	Sec. 14-102; 14-103; 90-60.3; 90-60.6. Prohibiting Construction in, on and around Point Lake.
29.	02/13/2024	24-1767	Outdoor Lighting Regulation	Sec. 90-62. New rqmts for single-family and duplexes.
30.	02/13/2024	24-1769	Stormwater Management	Sec 90-56. Allowing retaining wall to be built for new single-family homes to interior side and rear prop lines.
31.	03/12/2024	24-1770	Temporary Signs – Real Estate Signs	Sec. 90-74 (3). Real estate signs no longer black and white.
32.	03/12/2024	24-1771	Required Roofing Materials for Re-roofs	Sec. 14-31. Re-roofs with same material allowed without P&Z.



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C.

Date: June 18, 2024

From: Mayor Charles W. Burkett

Subject: Sister City with Chetumal, Quintana Roo Mexico

Suggested Action: – For the Town Commission to discuss.

Background/Analysis: – Please see attached letter as Exhibit "A".



KRISTEN ROSEN GONZALEZ
COMMISSIONER

MAY 28 AM 9:32

May 20, 2024
Miami Beach

Dear Mayor Charles Burkett,

Thanks for the Zoom meeting about Sister Cities, and listening to why it's beneficial for everyone.

Miami Beach currently has 13 sister cities throughout the world:

1. Fortaleza, Brazil
2. Brampton, Canada
3. Santa Marla, Colombia
4. Naharyia, Israel
5. Pescara, Italy
6. Fujisawa, Japan
7. Cozumel, Mexico
8. ICA, Peru
9. Cascais, Portugal
10. Almonte, Spain
11. Salamanca, Spain
12. Basel, Switzerland
13. Odessa, Ukraine

Through this program, promotes international cooperation and understanding, fosters cultural exchanges, educational collaborations, and commercial ties, enriches our community and enhances economic growth. We also have a committee of residents who organizes the exchanges and has a lot of fun by visiting our sister cities and welcoming delegations from around the world.

Given these successes, we are so happy that Surfside, Florida, and Chetumal, Quintana Roo Mexico, might consider a Sister City relationship. Sister City "Guru" Lucy Delgado provided us with the following points of reference:

1. To share Cultural Heritage: Both Surfside, Miami, and Chetumal, OPB, are popular tourist destinations with rich cultures that could be exchanged through cultural events, festivals, and exhibitions. Traditional festivals in Chetumal include the Feria de la Frontera Sur, the Festival del Manati, and the Festival del Reggae, among other events.



KRISTEN ROSEN GONZALEZ
COMMISSIONER

2. To boost Tourism between both cities: Collaborating with travel agencies in both communities to promote tourist packages and highlight main attractions. The Chetumal area, offers outdoor adventure activities in our preserved natural areas, visits to ancient Mayan cities, and Mahahual town as a top cruiser destination with beautiful beaches.
3. Trade Exchange: Promoting the exchange of goods and services and fostering business investment. Priority sectors growing in the Chetumal area include tourism, real estate, trade, and logistics.
4. Education: Opening up opportunities for student exchange and visits between educational institutions in both cities, allowing young people to broaden their academic and cultural horizons.
5. Sargassum: a topic of great interest for Caribbean tourism destinations where tourism is the main economy.
6. Develop resilience to natural disasters: Promoting the exchange of knowledge and resources to strengthen the resilience of both cities to hurricanes, floods, and other extreme weather events
7. International cooperation and nature preservation: Developing joint activities and international cooperation for monitoring activities on sea turtle nesting beaches to protect the loggerhead turtle, conducting beach cleaning activities, and promoting white coral recovery.
8. Gastronomic Exchange: Promoting gastronomic exchange, allowing gastronomy students, residents, and visitors to share and enjoy a variety of flavors and traditional dishes. Chetumal has a gastronomy influenced by Mayan and Spanish heritage and the Caribbean.
9. Sports and Recreation: Organizing sporting and recreational events to promote sportsmanship and encourage an active and healthy lifestyle in both communities. The 7-mile seafront boulevard in Chetumal is an ideal location for triathlon and race events, such as their traditional 21 k run.
10. The launch of major infrastructure projects connecting Chetumal to the world, such as the Tren Maya and the new Tulum International Airport, both aimed at connecting the city to popular destinations such as Cancun, the Riviera Maya, and Tulum.

We believe that this new partnership will bring about numerous benefits and further solidify our commitment to fostering international understanding and goodwill. I appreciate your consideration, and we look forward to the possibility of collaborating on this exciting new venture.

With warm regards,

Kristen Rosen Gonzalez
Commissioner



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D.

Date: June 18, 2024

From: Commissioner Gerardo Vildostegui

Subject: Creation of an Optional Benefit for Town Employees: MDT Transit Pass Instead of Parking Pass

Suggested Action: – The Commission should direct the Manager to create an optional employee benefit: Instead of receiving an employee parking pass that hangs from the rear-view mirror of a car, Town employees could opt instead to receive monthly Miami-Dade Transit passes paid for by the Town. The "transit option" could also include a limited number of free "day passes" for emergencies or special occasions when the employee needs to drive to work.

Background/Analysis: – The purpose of creating this employee benefit is to put transit use and driving on an equal footing. Our current policy, by providing free parking for drivers but no benefit at all to transit riders, ends up subsidizing driving at the expense of transit. By encouraging Town employees to use mass transit to get to work, the Commission can also potentially free up some parking spaces in the Town lots.

I have communicated about this issue with Mr. Doug Bermudez, Chief of the EASY Card Services Division at Miami-Dade Transit. It appears that the Town, as a municipal employer, may be able to purchase the monthly passes for \$95.65 each. Additionally, Mr. Bermudez has indicated that federal tax subsidies may be available to help offset the cost to the Town.

This change is worth making even if very few of our current employees opt in at first. It is possible that, in the future, this benefit will help us to attract new employees who do not own cars.

Budget Impact: – The cost per employee would be \$1147.80 before any federal tax subsidies. I expect an initial annual cost of about \$2000. But we should bear in mind that the Town would also be "regaining" one parking space for every employee who opts to receive this benefit.



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E.

Date: June 18, 2024

From: Commissioner Gerardo Vildostegui

Subject: **Creating a Municipal School Bus to Serve Ruth K. Broad K-8 Center**

Suggested Action: – The Town should take steps to create a publicly funded school bus service, either by funding and creating such a service ourselves, or by petitioning the Miami-Dade School Board to provide a service.

Background/Analysis: – Private drop-offs and pick-ups at Ruth K. Broad K-8 Center are one of the greatest contributors to traffic congestion in the 33154 area. The summer recess provides an opportunity for the Commission to explore ways to address this problem and perhaps to implement some new policies for the 2024-25 school year.

One option is for the Town to create its own school-bus service. Alternatively, the Town could petition the Miami-Dade School Board to offer a school bus. Even though the distance from Surfside to RKB is too short to qualify for a bus, under the School Board's existing guidelines, the Town might ask for an exception based on the unusual geography in our region, where the Indian Creek waterway forces all vehicular traffic onto 96th Street and thus makes for a longer distance in practice.

A third option--which could be pursued in addition to either of the two discussed above--is to create a "bike bus" system similar to the one recently created in Miami Springs. I have circulated a recent Miami Herald article about the Miami Springs bike bus to the other Commissioners.

Budget Impact: – To be determined. The budget impact depends on which of the alternatives the Commission opts to pursue.



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9F.

Date: June 18, 2024

From: Mark Blumstein, Interim Town Attorney

Subject: Fractional Home Ownership

Suggested Action: – Consider regulation addressing same.

Background/Analysis: – Fractional home ownership is a relatively new way of owning property whereby up to 8 members own a share of an LLC or its equivalent as owner of single family homes and condos. The State regulates the form of home ownership but the Town may regulate nature and use by passage of an applicable Ordinance like the one passed by the City of Miami Beach last year.

Budget Impact: – None

ORDINANCE NO. 2023-4547

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, AT CHAPTER 18, ENTITLED "BUSINESSES," BY CREATING ARTICLE XIX, ENTITLED "CO-OWNED HOUSING UNIT MANAGERS," BY CREATING SECTION 18-940 THEREOF, ENTITLED "CO-OWNED HOUSING UNIT MANAGERS," TO ADOPT BUSINESS REGULATIONS APPLICABLE TO THE MANAGEMENT OF RESIDENTIAL PROPERTIES BY CO-OWNED HOUSING UNIT MANAGERS, INCLUDING DEFINITIONS, MINIMUM REQUIREMENTS AND MANAGEMENT REGULATIONS, AND A CODE OF CONDUCT, AND PROVIDE FOR ENFORCEMENT AND PENALTIES; AND AMENDING CHAPTER 102, ENTITLED "TAXATION," ARTICLE V, ENTITLED "LOCAL BUSINESS TAX," AT SECTION 102-379, ENTITLED "SCHEDULE OF TAXES, EFFECTIVE OCTOBER 1, 2016," TO ESTABLISH A BUSINESS TAX CATEGORY FOR CO-OWNED HOUSING UNIT MANAGER; AND PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a new business model has emerged which facilitates the co-ownership (including property management and maintenance) of individual residential properties; and

WHEREAS, this Ordinance adopts business regulations applicable to individuals or entities that manage co-owned housing units; and

WHEREAS, the City Commission has the legislative authority to adopt reasonable business regulations on the management of co-owned housing units.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Article XIX, entitled "Co-owned housing unit managers," of Chapter 18, entitled "Businesses," of the City Code of the City of Miami Beach is hereby created as follows:

**CHAPTER 18
BUSINESSES**

* * *

ARTICLE XIX. CO-OWNED HOUSING UNIT MANAGERS

Sec. 18-940. Co-owned housing unit managers.

(a) Definitions

- (1) For purposes of this section, a "Co-owned Housing Unit" means a residential dwelling unit managed by a Co-owned Housing Unit Manager and utilized

exclusively for dwelling, lodging, or sleeping purposes by owners or members of a limited liability company, partnership, corporation, or other entity that owns the dwelling unit, as well as authorized guests who have not provided compensation to any party for use of the unit.

- (2) For purposes of this section, a "Co-owned Housing Unit Manager" means a person, corporation, trust, or other entity that manages a Co-owned Housing Unit, including providing cleaning services and maintenance of the Co-owned Housing Unit, on behalf of the owners of the Co-owned Housing Unit.
- (b) No Co-owned Housing Unit Manager shall engage in the business of managing a Co-owned Housing Unit within the city without first having secured a current business tax receipt for such activity. As part of the application to secure a business tax receipt, each Co-owned Housing Unit Manager shall provide the City with a list of the addresses of each Co-owned Housing Unit in Miami Beach that is managed by the Co-owned Housing Unit Manager. A Co-owned Housing Unit Manager shall provide an updated list to the City within 30 days of any change to the list of Co-owned Housing Units managed by the Co-owned Housing Unit Manager.
- (c) A Co-owned Housing Unit Manager shall at all times comply with the following minimum requirements and management regulations:
- (1) A Co-owned Housing Unit Manager must identify a designated responsible party that is a property management company, real estate broker or agent, lawyer, owner, or other individual, who resides within 25 miles of the property. The designated responsible party must be available by telephone, or otherwise, twenty-four (24) hours per day, and must be able to respond to telephone inquiries within two (2) hours of the receipt of an inquiry. The designated responsible party shall also be designated as the agent for receiving all official communications from the City. The name, physical address, email address, and telephone number associated with any Co-owned Housing Unit Manager and designated responsible party shall be provided to the City in writing, and written notice of any change to the foregoing shall promptly be provided to the City.
 - (2) As applicable only to Co-owned Housing Units that are located in zoning districts where short-term rentals are prohibited, the Co-owned Housing Unit Manager and each individual owner shall be required to sign a sworn affidavit agreeing and acknowledging that, pursuant to the Land Development Regulations, short-term rentals are prohibited in the Co-owned Housing Unit.
 - (3) A Co-owned Housing Unit Manager must provide or contract for the provision of yard maintenance services, including landscaping, weed control, and irrigation to a level that is consistent with the level of landscaping and maintenance on adjoining and nearby properties.
 - (4) A Co-owned Housing Unit Manager must provide or contract for the provision of structural maintenance services as necessary for the maintenance of any buildings on the property.

(5) A Co-owned Housing Unit Manager must provide or contract for the provision of routine upkeep, including painting and repair, to a level that is consistent with the level of maintenance on adjoining or nearby properties.

(6) A Co-owned Housing Unit Manager must provide or contract for the provision of garbage collection, and must ensure that garbage receptacles are retrieved and secured on the property within twenty-four (24) hours of collection. The property shall be kept free from accumulated garbage and refuse.

(7) The use of a Co-owned Housing Unit shall at all times comply with all applicable use restrictions in the Land Development Regulations. The Co-owned Housing Unit Manager shall ensure that the Co-owned Housing Unit is not used in violation of the Land Development Regulations.

(8) A Co-owned Housing Unit Manager must require the co-owners of any Co-owned Housing Unit to adopt and adhere to a Code of Conduct that, at a minimum, includes compliance with the requirements of this section, and also includes rules implementing the following:

a. A prohibition on hosting any event or party that would cause disruption to the neighborhood.

b. Requiring owners to adhere to quiet hours from 9:00 pm to 7:00 am each night. During these hours, all reasonable efforts shall be taken to ensure noise is not audible from the right-of-way or neighboring properties.

c. Requiring owners to park in a designated garage or driveway, whenever possible.

d. Requiring owners to comply with every applicable requirement of this Code, including without limitation Chapter 46, Article III ("Litter") and Article IV ("Noise Ordinance"); Chapter 58 (including applicable property maintenance requirements); Chapter 90 (including applicable sanitation requirements); and all applicable zoning requirements in the Land Development Regulations.

(d) Any violation of the requirements of this section or any other provision of this Code by a Co-owned Housing Unit Manager shall subject the Co-owned Housing Unit Manager to code enforcement proceedings under Chapter 30 of this Code.

(e) Penalties and enforcement.

(1) The following penalties shall be imposed for a violation of this section:

a. The penalty for the first violation by a person or entity within a 12-month period shall be a civil fine of \$250.00;

b. The penalty for the second violation by a person or entity within a 12-month period shall be a civil fine of \$500.00;

c. The penalty for the third or subsequent violation by a person or entity within a 12-month period shall be a civil fine of \$1,000.00.

(2) Enforcement. The code compliance department shall enforce this section. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section and all applicable laws. If a code compliance officer (which, as defined in section 70-66, includes a police officer) finds a violation of this section, the code compliance officer shall issue a notice of violation in the manner prescribed in chapter 30 of this Code. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special magistrate within ten days after service of the notice of violation, and that the failure to appeal the violation within ten days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

(3) Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal; appeals from decisions of the special magistrate.

a. A violator who has been served with a notice of violation must elect to either:

i. Pay the civil fine in the manner indicated on the notice of violation; or

ii. Request an administrative hearing before a special magistrate to appeal the notice of violation, which must be requested within ten days of the service of the notice of violation.

b. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73 of this Code.

c. If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special magistrate, the special magistrate may be informed of such failure by report from the officer. The failure of the named violator to appeal the decision of the officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special magistrate, and shall be treated as an admission of the violation for which fines and penalties shall be assessed accordingly.

d. A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. On or after the 61st day following the recording of any such lien that remains unpaid, the city may foreclose or otherwise execute upon the lien.

e. Any party aggrieved by a decision of a special magistrate may appeal that decision to a court of competent jurisdiction.

vi. The special magistrate shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten days of the service of the notice of violation.

SECTION 2. That Article V, entitled "Local Business Tax," of Chapter 102, entitled "Taxation," of the City Code of the City of Miami Beach is hereby amended as follows:

**CHAPTER 102
TAXATION**

* * *

ARTICLE V. LOCAL BUSINESS TAX

* * *

Sec. 102-379. Schedule of taxes, effective October 1, 2016.

(a) Business taxes for the following businesses, occupations or professions are hereby levied and imposed as follows:

* * *

Occupation Code	Business Tax Category	Amount
	* * *	
	<u>Co-owned Housing Unit Manager</u>	<u>269.00</u>
	* * *	

SECTION 3. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

SECTION 4. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, as amended; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish

such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this 28 day of April, 2023.



Dan Gelber, Mayor

ATTEST:



MAY 02 2023

Rafael E. Granado, City Clerk



APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION



City Attorney

5-1-23
NK Date

(Sponsored by Commissioner Alex J. Fernandez)

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael A. Paz, City Attorney
DATE: April 28, 2023

10:45 a.m. Second Reading Public Hearing

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, AT CHAPTER 18, ENTITLED "BUSINESSES," BY CREATING ARTICLE XIX, ENTITLED "CO-OWNED HOUSING UNIT MANAGERS," BY CREATING SECTION 18-940 THEREOF, ENTITLED "CO-OWNED HOUSING UNIT MANAGERS," TO ADOPT BUSINESS REGULATIONS APPLICABLE TO THE MANAGEMENT OF RESIDENTIAL PROPERTIES BY CO-OWNED HOUSING UNIT MANAGERS, INCLUDING DEFINITIONS, MINIMUM REQUIREMENTS AND MANAGEMENT REGULATIONS, AND A CODE OF CONDUCT, AND PROVIDE FOR ENFORCEMENT AND PENALTIES; AND AMENDING CHAPTER 102, ENTITLED "TAXATION," ARTICLE V, ENTITLED "LOCAL BUSINESS TAX," AT SECTION 102-379, ENTITLED "SCHEDULE OF TAXES, EFFECTIVE OCTOBER 1, 2016," TO ESTABLISH A BUSINESS TAX CATEGORY FOR CO-OWNED HOUSING UNIT MANAGER; AND PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND/HISTORY

This item was originally referred to the Land Use and Sustainability Committee ("LUSC") by the City Commission on October 13, 2021 (Item C4G), at the request of the late Commissioner Mark Samuelian. The item is now sponsored by Commissioner Alex Fernandez.

Following a discussion on February 15, 2023, the LUSC voted to transmit a draft of the Ordinance to the City Commission with a favorable recommendation. On March 27, 2023, the City Commission adopted the Ordinance at First Reading.

At the request of the sponsor, the Ordinance has been revised for Second Reading to include the following two amendments:

- (1) Require that each co-owned housing unit manager provide the City with a list of the addresses of each property in Miami Beach that is managed by the co-owned housing unit manager; and
- (2) Require all co-owned housing unit managers to identify a designated responsible party who resides within 25 miles of a property, and who must be available 24 hours a day, and able to respond to inquiries within two hours.

Pacaso, a tech startup based in San Francisco, recently announced that it is expanding into the South Florida real estate market. Pacaso's business model is to facilitate fractional ownership in single-family vacation homes. Investors can purchase as little as a one-eighth (1/8) interest in each home. According to a recent article published in The Real Deal, "[t]hrough a network of local real estate agents, Pacaso helps investors set up limited liability companies for joint ownership, and collects fees from the buyers to manage, maintain, and facilitate access to the home" On its website, Pacaso states that properties may be "used only by owners and registered guests," and "no rentals [are] allowed." (Source: <https://www.pacaso.com/blog/what-is-short-term-rental>).

City Code Section 142-905 prohibits the lease of single-family homes for periods of time less than six months and one day (i.e. on a "short-term" basis). Similarly, City Code Section 142-1111 prohibits the lease of apartment units or townhomes in specified zoning districts for periods of less than six months and one day. The City's short-term rental prohibitions apply to single-family homes and applicable apartments or townhomes regardless of how the property is owned (e.g., whether owned by a single owner or multiple owners, or through a corporate entity).

ANALYSIS

At the request of the item sponsor and the LUSC, the attached City Code amendment has been drafted to adopt business regulations for individuals or entities that manage co-owned housing units. The Ordinance requires a co-owned housing unit manager to obtain a business tax receipt ("BTR"), and includes a registration requirement; property maintenance requirements (including landscaping, structural maintenance, paint, repair, and trash collection); a code of conduct applicable to each owner; and provides for enforcement and penalties.

For properties in districts where short-term rentals are prohibited (including all single-family districts), a co-owned housing unit manager and all individual owners will be required to sign an affidavit acknowledging that, pursuant to the Land Development Regulations, short-term rentals are prohibited on the property.

The City does not have the legal authority to restrict individuals from acquiring property through a corporate entity, or to adopt building or zoning regulations based on the form or manner in which a property is owned (for example, whether by one or more individuals, through a corporate entity or trust, or as a condominium or cooperative). See, e.g., Sections 718.507, 719.507, and 721.25, Florida Statutes.

However, the City Commission does have authority to adopt reasonable business regulations on the management of co-owned housing units.

SUPPORTING SURVEY DATA

n/a

FINANCIAL INFORMATION

The sponsor has requested that the Administration provide a fiscal impact statement prior to Second Reading.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Non-Applicable

Legislative Tracking

Office of the City Attorney

Sponsor

Commissioner Alex Fernandez

ATTACHMENTS:

Description

- Ordinance



**Town of Surfside
Regular Town Commission Meeting
June 18, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9G.

Date: June 18, 2024

From: Mark Blumstein, Interim Town Attorney

Subject: Forensic IT Services

Suggested Action: – Direction to Engage IT Provider

Background/Analysis: – Town Commission directed Town Administration to Identify Forensic IT provider

Budget Impact: – \$25,000.00

June 7, 2024

STATEMENT OF WORK

Our understanding is that the Town of Surfside would like our firm to undertake the following:

- Examine a videotape of a public meeting to try to identify why the audio portion of the tape is corrupted (not available). Recommend best practices to ensure the integrity of future recordings of public meetings.
- Review IT security practices to identify whether the contents of town-owned laptops that go missing would remain accessible in another data file or backup. Recommend best practices to ensure the availability of public records if devices are lost.
- Perform a general review of IT security practices and recommend improvements within the scope of the budget identified herein. This review would be limited to interviewing IT personnel regarding their security practices and a high-level review of selected artifacts. Please note that a comprehensive IT security assessment would require additional budget.

Our deliverable will include a written report of findings and recommendations pertaining to each of the identified tasks, an Executive Summary, and appendices with details of any technical findings.

FEES

Per the city's request, the professional fees for this engagement will not exceed \$25,000 at a blended rate of \$225 an hour. Every Friday, we will update the City Attorney (or his designee) as to our work progress and the number of hours expended. As our work proceeds, if we discover that we require less time for the engagement than budgeted, we will immediately inform the city. No time will be charged beyond what is necessary to achieve case objectives enumerated in this SOW.

Signed:



Silka Gonzalez
President, Enterprise Risk Management, Inc.
d/b/a ERMProtect Cybersecurity Solutions

Date: June 7, 2024



SPLIT ROCK
YOUR TECH PARTNER

TOWN OF SURFSIDE, FL: SPLIT ROCK IT, INC. IT SERVICES PROPOSAL

IT Practices & Procedures Review

Project Abstract

This Proposal is in response to the Town of Surfside's request to provide authorization for a detailed review of the Town's current IT practices, including those that may have contributed to recent IT failures; and to recommend, create, and employ new IT processes and procedures.

Donald Skorka
don@splitrockit.com
516-882-5300

I. Statement of Confidentiality:

This document is proprietary to Split Rock IT, Inc. (SRIT). It is supplied in confidence for the purpose of evaluating SRIT's ability to provide comprehensive solutions to the Town of Surfside, FL (Town). The content of the document is restricted to and may only be disclosed to employees and/or Elected Officials directly involved in the evaluation of the proposal. It must not be reproduced in whole or in part or used for tendering or manufacturing purposes except under an agreement or with the consent, in writing, of SRIT, Inc. and then only on the condition that this notice is included in any such reproduction. No information as to the contents or subject matter of this document or any part thereof arising directly or indirectly there from shall be given orally or in writing or communicated in any manner whatsoever to any third party being an individual, firm or company or any employee thereof without the prior consent, in writing, of SRIT, Inc.

70X

Split Rock IT, Inc.

111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300

Date: 15 May 2024

Project: Town of Surfside – IT Consultation

Proposal №: 24E03P3251

Proposal and Specifications

**To: The Town of Surfside, FL
Ms. Marisol Vargas, MPA – Town Manager**

**9293 Harding Avenue
Surfside, FL 33154**

Project Sites: Town Hall and Municipal Properties Containing IT Resources

Project Overview:

This Proposal is in response to the Town of Surfside’s request to provide authorization for a detailed review of the Town’s current IT practices, including those that may have contributed to recent IT failures; and to recommend, changes to the Town’s current IT practices.

This Proposal also provides for the physical inspection of all IT related hardware and software, and review of current IT practices. It also provides for the creation, adoption, and employment of new and complete IT practices, policies, methods of procedures, acceptable use guidelines, security profiles & levels of access control, as well as identifying weaknesses and vulnerabilities in physical IT related assets.

SRIT has forensic IT analysis experience, however, the word “forensic” is typically used in criminal investigations, carried out by law enforcement agencies having jurisdiction. Therefore, this proposal, in no way, is to be understood as a criminal investigation, nor does it cover the retrieval of lost property or lost/deleted data. SRIT will, however, work with the Town’s designated representatives and any law enforcement agency in any active ongoing investigation. During the course our detailed inspections, we will make every attempt to work with Apple, and mobile carriers, through the Town Attorney and Town Manager, to attempt and advise on any potential retrieval of lost or deleted data. Additionally, we will help the Town Attorney and Town Manager file a formal cybercrime complaint with the Internet Crime Complaint Center (IC3) – a division of the FBI.

In our efforts to provide the services, inspections, and review as specified herein, SRIT will need to install our MSP management software on the local computers for remote access, to carry out its security review and patch management.

Split Rock IT, Inc.

111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300

A. IT Process & Procedure Analysis:

1. Key Issues:
 - A. review of current IT contract to ascertain who owns the data;
 - B. deficiencies in the Town's current IT practices;
 - C. deficiencies in the Town's current IT Methods Of Procedure (MOP);
 - D. lack of proper procedures for Change Management relating to phone, card access, and network moves, adds or changes;
 - E. lack of proper procedures for the distribution and utilization of mobile computing and cellular devices – resulting in the Town's loss of crucial data and property;
 - F. lack of proper electronic media use guidelines – resulting in the loss of crucial data;
 - G. lack of end-user training;
 - H. lack of proper network and security protocols;
 - I. lack of utilization guidelines and control of personal devices (BYOD) using the Town's WiFi infrastructure for employees, Town Officials, and guests;
 - J. lack of proper guidelines for the protection of Personally Protected Information (PPI) & Personally Identifiable Information (PII);
 - K. lack of proper Chain of Custody procedures and control when issuing or receiving equipment back from employees and Town Officials as required;
 - L. lack of proper reporting procedures for missing, lost, or stolen devices and/or data;
 - M. review of current asset management and provisioning software for all Town computers, servers, printers, routers, firewalls, switches, etc.;
 - N. possible deficiencies in current VPN connectivity & control;
 - O. possible deficiencies in VPN encryption and data throughput
 - P. lack of proper security for saving data to a local drive; e.g. desktop and mobile users having the ability to save work to their individual devices
 - Q. lack of Mobile Device Management (MDM) for all mobile devices provided to Town Officials and employees;
 - R. lack of controlled backup storage of electronic media data for both active and at rest data;
 - S. review of all patch management procedures and implementation for all IT systems' software and firmware;

- T. ascertain the Town's Disaster Recovery & Business Continuity DR/BC plan and procedures;
- U. possible lack of active testing of the Town's DR/BC systems and procedures;
- V. possible deficiencies in the mitigation of ransomware, viruses, malware, phishing, and spam;
- W. identification of weaknesses in the security, network, phone, Audiovisual (A/V) and broadcast systems, causing system breakdowns;
- X. lack of carrier escalation procedures during an outage by carrier or responsible Authority Having Jurisdiction (AHJ);
- Y. lack of post mortem response to an outage for future mitigation of failure;
- Z. undocumented network layout and other IT systems resources;
- AA. possible hidden assets – undocumented number of working unused ports, and other IT related physical assets
- BB. Review of website domain and hosting provider, including SSL Certificates management and renewal cycle;
- CC. possible lack of proper network Quality of Service (QoS) programming;
- DD. identification of proper network segmentation; e.g. single broadcast domain;
- EE. ubiquitous 1Gbps connectivity to the desktop;
- FF. current WiFi analysis for security, segmentation, separation from the Town's private network, and signal coverage & quality;
- GG. possible insufficiency of bandwidth on network backbone; e.g. low-speed or shared resource uplinks
- HH. possible insufficiency of backplane and/or switching fabric within internal network;
- II. insufficiency of security-cameras (CCTV) coverage within the Town's Chamber and common areas;
- JJ. having multiple disparate security-camera (CCTV) systems throughout the Town Hall and its real properties;
- KK. possible insufficiency of security-camera (CCTV) backup and offsite storage
- LL. possibility of the installed CCTV equipment not being National Defense Authorization Act (NDAA) compliant;
- MM. lack of network and phone resilience/redundancy on switch uplinks, WAN links, Public Switched Telephone Network (PSTN) connectivity and core network hardware;
- NN. lack of real-time fault monitoring and device management of core network hardware;
- OO. EOL/EOS equipment in core network infrastructure.

TOC

III. Detailed Scope of Work:

B. Scope of work:

1. Review the current IT contract for deficiencies relating to possible gross negligence and to ascertain who rightfully owns the data;
2. Inspect the Town's current IT practices and provide a clear and concise pathway to correct all procedural and process deficiencies by working with Town designated staff to review existing methods and procedures then developing and implementing documented procedures as outlined herein
3. We will inspect and review all of the Town's current IT documentation, Change Management Process (CMP), and Methods of Procedure (MoP), IT practices, physical security, and Cybersecurity Policies.
4. We will then create comprehensive documents to address each of these items for the Town to have a better handle on IT inventory, Cybersecurity, overall IT Security, electronic media usage, due care process, and chain of custody, for all aspects of the Town's IT needs and resources;
5. We will provide an in-depth analysis of your current overall IT infrastructure, logical system configurations on all hardware, and provide a synopsis of where there may be deficiencies causing potential breakdowns or gaps in overall security. Then provide a plan of action to remediate any weaknesses and provide an upgrade path to fortify all systems, including the inspection of all IT hardware to discover any outdated hardware, software, and/or firmware. This will include:
 - i. all servers
 - ii. Cloud connected services;
 - iii. network equipment (firewalls, switches, & routers);
 - iv. printers;
 - v. local PC's;
 - vi. remote or distributed laptops and mobile devices;
 - vii. phone system and physical phones;
 - viii. card access system;
 - ix. CCTV system including cameras;
 - x. A/V equipment and broadcast devices;
 - xi. Carrier equipment used for the delivery of Internet or outside services;
 - xii. Automobile GPS tracking systems (if such system exists);
6. During our inspection process of the IT hardware, we will identify and disable any stale login credentials for users who are no longer working for the town or whom otherwise no longer have authority to log into these systems;
7. We will change all administrative login passwords and document those changes which will be made available to the Town's designated security administrator. The details of this process and designation of the Town's security administrator will be detailed in the Town's IT Security Policy that we will create as Phase Two of this proposal;
8. We will assist with the changing of all employee login passwords which will adhere to our recommended password complexity standards and will be documented in the IT Security Policy;

9. We will inspect and remove any potential backdoor access that may be present, in any of the systems. This will include, Domain Controller Admin profiles, VPN credentials, card access, and any remote CCTV system access;
10. We will inspect the CCTV system and other related security and A/V components to make sure they are all National Defense Authorization Act (NDAA) compliant;
11. We will inspect and test the current VPN system for proper encryption levels, integrity, and throughput. Then provide an additional proposal to upgrade this system as may be deemed necessary.
12. We will look at your current Disaster Recovery and Business Continuity (DR/BC) plan of action for both logical and physical operational effectiveness and make recommendations, if necessary, to help keep the Town's IT resources operational and available. It is recommended that periodic testing of the Town's DR/BC operations be performed. We will provide documented procedures to test all IT systems, on a quarterly basis, to confirm that all systems will function in the event of certain outages;
13. We will confer with the Town Manager and Town Attorney for the procurement and implementation of a Mobile Device Management (MDM) solution for all mobile devices provided to Town Officials and employees;
14. As part of Phase Two of this Proposal we will provide an agreed upon MDM solution, and work with Apple, Inc. to setup the required Apple Business Manager (ABM) account for the Town and create the necessary Server tokens and Certificates required for the connection to the Town owned Apple devices;
 - i. Additionally, we will create the necessary Rules, Profiles, System Device Management configuration, within the MDM solution, which are required for the connection of the mobile devices to the MDM servers and link between ABM portal and MDM servers
Create and manage iCloud accounts for employee and Town Officials so the Town has better control over storing of data on the Apple mobile devices with the backing up of Contacts, photos, videos, and text messages in the iCloud ecosystem.
 - ii. If a device is lost, it can be placed into "lost-mode" so the phone can be located (as long as it's powered on and connected to either WiFi or cellular data). It can also be locked down remotely to prevent others from using it and can be remotely wiped;
 - iii. We will work with the Town's cellular service provider to create the necessary connections between the cellular network and Apple's ABM service;
15. Review of the Town's systems for the mitigation of ransomware, viruses, malware, phishing, and spam and propose systems to better capture and quarantine these threats, if required;
16. Inspect and identify potential weaknesses in the security, network, phone, Audiovisual (A/V) and broadcast systems, causing system breakdowns and provide a path of remediation to greatly reduce system breakdowns;
17. Work with the Town's current Telecom, Internet, Cable, and other service providers to obtain and maintain carrier escalation lists and procedures during system carrier outages. Establish directives to the carriers to provide post mortem responses to address and explain an outage and what corrective measures were taken to restore

- the outage. This will give the Town a better understanding of a carrier's weaknesses and how better to reduce future outages;
18. Complete Network Review:
 - i. Review of IT hardware configurations and inspect programming to confirm that network Quality of Service (QoS) has been properly programmed and provisioned throughout the network;
 - ii. Review of proper network segmentation; e.g. single broadcast domain, ubiquitous 1Gbps connectivity to the desktop, etc.;
 - iii. Perform analysis of current WiFi infrastructure for security, segmentation, separation of WiFi network from the Town's protected internal network, and verification of signal coverage & quality;
 - iv. Inspect and verify there is sufficient bandwidth on network backbone; e.g. low-speed or shared resource uplinks
 - v. Inspect and verify there is sufficient backplane bandwidth and/or switching fabric within internal network core and edge switches
 19. Provide proper, living, network documentation in a reproducible hard copy as well as an electronic version;
 20. Provide written guidelines to implement control of personal devices (BYOD) using the Town's WiFi infrastructure for employees, Town Officials, and guests;
 21. Review of current security-cameras (CCTV) sufficiency of coverage within the Town's Chamber and common areas;
 22. Review and recommend upgrades, as may be necessary, to have all Town security cameras, throughout Town Hall and its real properties, to be viewed and controlled from one Central Management System;
 23. Review of security-camera (CCTV) backup and offsite storage;
 24. Identify network and phone resilience/redundancy on switch uplinks, WAN links, Public Switched Telephone Network (PSTN) connectivity and core network hardware;
 25. Recommend real-time fault monitoring and device management of core network hardware and connected devices;
 26. Identification of any IT equipment entering or currently in their End Of Life/End Of Support (EOL/EOS) stage. Provide recommendations for upgrade of any equipment that falls within this category;
 27. Obtain access and control for all website hosting and domain names which is part of the Town's Intellectual Property.
 28. Provide procedures and guidelines on performing Exit Interviews for Town employees and Town Officials, when they leave or vacate their position, or if their security clearance has changed. These guidelines will address the return of all Town issued devices, including all data, card access fobs, ID badges, etc.;
 29. Due to the recent loss of Town owned equipment and the willful deletion of Town data, we will assist the Town Attorney and the Town Manager in the filing of a formal Cybersecurity complaint with IC3 – Internet Crime Complaint Center, a division of the FBI. The IC3 is the Nation's central hub for reporting cybercrime. It is run by the FBI, the lead federal agency for investigating cybercrime;
 30. We will assist, to the extent we are able, in any ongoing formal Law Enforcement investigation for this matter.

IV. List of Town Deliverables:

A. Requirements:

1. Copy of the current IT Master Services Agreement (MSA);
2. SLA Managed Service Provider's Service Level Agreement;
3. Carrier Agreements for Phone, Internet, and Cable Services;
4. Webhosting Services Contract;
5. Cloud Services Contracts;
6. Equipment Lease Agreements;
7. Any third-party IT related Agreements;
8. Copy of any of the Town's current Process, Procedures, and Guidelines:
 - i. Electronic Media Acceptable Use Guidelines (AUG) for Employees and Elected Officials;
 - ii. Electronic Device Care Policy for Employees and Elected Officials;
 - iii. Overall Security Policy;
 - iv. Information Security Policy;
 - v. Policy governing due care in the protection of PPI and PII for Employees and Elected Officials.
9. Copy of all IT related bills, e.g. mobile and VoIP Phone bills, IT services bills
10. All Administrative level login credentials for every piece of hardware and cloud services;
11. Network and phone diagrams and port mappings;
12. CCTV and Card Access diagram and configurations;
13. A/V equipment list and diagram;
14. List of servers (exchange, RDP, domain controller, etc.);
15. List of any Cloud Services;
16. List of any Spam, Phishing, malware mitigation services or appliances;
17. Configuration files for all network equipment: routers, switches, firewalls, wireless system, DNS servers, etc.;
18. Phone system make model and configuration files;
19. List of all software being used by the Town;
20. List of specialized software being used by the Town;
21. Items that the Town will need to get control of (if they do not already):
 - i. Ownership and control of the Town of Surfside Domain name(s); (i.e. townofsurfsidefl.gov);
 - ii. DNS Servers access;
 - iii. Any Digital Certificate Verification services and frequency of renewal;
 - iv. All Admin login credentials for any Internet and Phone services including mobile phones;
22. If the accounts exist, the Apple Business Manager (ABM) Admin Credentials as well as any associated Town controlled iCloud accounts;
23. List of any other Certificates and Token renewals and frequency
24. List of personnel and their security level access for both facility access and data profile access;

Split Rock IT, Inc.

111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300

V. Pricing and Execution:

A. Phase One:

Professional Services for the inspection and review of all IT systems configurations and existing Town process and procedures:

\$1.00 (one dollar and 00/100)

B. Phase Two:

Professional Services for the creation of documents for the adoption of policy and procedure, diagrams, software configuration changes, providing written recommendation(s) for system upgrades:

\$ 16,700 (sixteen thousand, seven hundred dollars & 00/100)

C. Total:

Professional Services for Phase One & Phase Two:

16,701 (sixteen thousand, seven hundred, one dollars & 00/100)

Town of Surfside, FL

Split Rock IT, Inc.

By: _____
(sign)

By: _____
(sign)

(print)

(print)

Title: _____

Title: _____

Date: _____

Date: _____

700

Split Rock IT, Inc.

111 South Street – Suite 16 – Oyster Bay, NY 11771 516.882.5300

VI. Definition of Terms:

ACL	–	Access Control List
ASCII	–	American Standard Code for Information Interchange
ATM	–	Asynchronous Transfer Mode
DHCP	–	Dynamic Host Configuration Protocol
DMOQ	–	Delivered Measurement Of Quality
DPTL	–	Designated Project Team Leader
dVLAN	–	Dynamic Virtual Local Area Network
EOL	–	End Of Life
EOS	–	End Of Sale/Service
Gbps	–	Gigabits per second
GNGA	–	Go-No-Go Analysis
HR	–	Human Resources
HSRP	–	Hot Standby Routing Protocol
IMAC	–	Installation, Moves, Adds or Changes
IOS	–	Internal Operating System
ISO	–	International Standards Organisation
IT	–	Information Technology
LAN	–	Local Area Network
MAC	–	Media Access Control or Moves, Adds, Changes
Mbps	–	Megabits per second
MOP	–	Method Of Procedure
NAM	–	Network Analysis Module (Cisco)
NAT	–	Network Address Translation
Town	–	Town of Surfside, FL.
OSI	–	Open Systems Interconnection (per ISO; 7 layer model)
PC	–	Personal Computer
PM	–	Project Manager
QOS	–	Quality Of Service
SRIT	–	Split Rock IT, Inc.
SUP	–	Supervisory Module (Cisco)
TCPIP	–	Transmission Control Protocol/Internet Protocol
TFTP	–	Trivial File Transfer Protocol
TIA/EIA	–	Telecommunications Industry Alliance/Electronics Industry Alliance
URT	–	User Registration Tool (Cisco)
VACL	–	VLAN Access Control List
VLAN	–	Virtual Local Area Network
VMPS	–	VLAN Membership Policy Server
WAN	–	Wide Area Network

TOC

VII. Corporate Overview:

Split Rock IT, Inc. (SRIT) is a privately held company in business since 2005. SRIT is a leading provider of IT solutions with customers nationwide, providing IT and Telecommunications solutions to a wide spectrum of clients including educational and medical institutions, Fortune 1000, mid-size companies, and government agencies.

SRIT is recognized as a leader in the design, sale, and installation of IT MSP Services, telecommunications, security and cable infrastructure. Our management team has more than 60 years of combined expertise in the Telecommunications/ PBX/ Network infrastructure field. No matter how expansive or sophisticated your system may be, you are assured of quality.

Our mission is to improve our clients' productivity and efficiency through integrated business solutions. The success of SRIT is based on the unmatched value provided to every client - offering a full range of products and Turn-Key Solutions. Dedicated to maintaining the highest level of knowledge and understanding of state-of-the-art technology, SRIT offers a network of unlimited resources for products, services and total technology solutions.

Established in 2005, SRIT has gained experience, which has yielded an immeasurable quality of service. Strong strategic alliances with many of the industry's most important vendors and providers - including Juniper, Fortinet, Cisco, Ubiquity, AVAYA, IBM, 3M, Berk-Tek, and Ortronics. Overall, we can offer a larger bundle of related services to streamline and expedite the entire project. These alliances have given us the leverage to expand our capabilities once again by offering asset management, leasing and most recently, a comprehensive, remotely hosted suite of e-commerce solutions.

Our Sales Department is comprised of a staff of dedicated professionals whose goal is to find the right solution for your business. In addition to our Technology Consultants, we utilize an Inside Support Team that assists in the daily commitment of satisfying our customers. This teamwork atmosphere, along with continued education and ongoing training, allows us to be proactive when it comes to fulfilling the technological needs of our clients.

Our Technical Services Group boasts some of the regions most educated and experienced engineers in the industry. Certifications include Avaya, Mitel, and Nortel Design Specialists, Certified Network Engineers, Microsoft Certified Systems Engineers, and Technical Support Specialists.

The SRIT pledge to provide a full complement of elite products and services. Combined with our attention to detail, prompt response time, and knowledge of engineering technology, this pledge sets us apart from the competition and makes SRIT the best solution for any organization.

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