



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

**Tuesday, July 12, 2022  
7:00 PM**

Commission Chambers - 9293 Harding Avenue  
Surfside, FL 33154

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

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

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

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

## 1. Opening

1A. Call to Order

1B. Roll Call of Members

1C. Pledge of Allegiance

1D. CTS Update

1E. Presentation of Certificate of Completion from the Institute for Elected Municipal Officials (IEMO) to Mayor Shlomo Danzinger - Town Manager Andrew Hyatt  
[Mayor Danzinger IEMO Certificate.pdf](#)

## 2. Quasi-Judicial Hearings

*Please be advised that the following items on the agenda are quasi-judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker's Card indicating the agenda item number on which you would like to comment. You must be sworn before addressing the Town Commission and you may be subject to cross-examination. If you refuse to submit to cross-examination, the Town Commission will not consider your comments in its final deliberation. Please also disclose any ex-parte communications you may have had with any members of the Town Commission. Town Commission members must also do the same.*

2A. 9173 Froude Avenue - Walter Keller, PE, AICP, Town Consultant Planner

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; [APPROVING/DENYING] A VARIANCE APPLICATION FOR PROPERTY GENERALLY LOCATED AT 9173 FROUDE AVENUE, SURFSIDE, FL, FOR A PRACTICAL DIFFICULTY VARIANCE PURSUANT TO SECTION 90-36(1)b OF THE TOWN'S CODE OF ORDINANCES TO ALLOW LOT COVERAGE OF 42.3% WHERE SECTION 90-49 OF THE TOWN'S CODE OF ORDINANCES LIMITS LOT COVERAGE TO 40% OF THE LOT AREA; PROVIDING FOR CONDITIONS; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Request for Deferral - Quasi-Judicial 9173 Froude Ave.pdf](#)

[Resolution Approving Variance - 9173 Froude - 6-2-22.pdf](#)

[9173 Froude Avenue Agenda Packet.pdf](#)

## 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 McCreedy, MMC, Town Clerk  
[06-14-2022 Town Commission Workshop Meeting Minutes.pdf](#)  
[06-14-2022 Regular Town Commission Meeting Minutes.pdf](#)  
[06-16-2022 Special Town Commission -Quasi Judicial Hearing Meeting Minutes.pdf](#)  
[06-28-2022 Special Town Commission Meeting Minutes.pdf](#)

- 3B. Committee and Board Minutes**  
[05-26-2022 Planning and Zoning Board Meeting Minutes.pdf](#)

- 3C. School Resource Officer for School Year 2022/2023** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS, TO FUND THE COST OF A SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[2022 School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside.docx](#)  
[Resolution Approving MOU for School Resource Officer TAv2.docx](#)

- 3D. Authorization to Award Disaster Debris Removal Services to DRC Emergency Services per RFP 2022-03 Disaster Debris Removal Services Evaluation Committee Recommendation** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDED AN AGREEMENT TO DRC EMERGENCY SERVICES, LLC FOR DISASTER DEBRIS REMOVAL SERVICES PURSUANT TO RFP NO. 2022-03; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Disaster Debris Removal Services Contract](#)  
[Resolution Selecting and Awarding DRC Emergency Services Disaster Debris Removal Contract.DOCX](#)

- 3E. Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Matching Grant Towards Surfside's Collins Avenue Water Main Replacement Design Phase Project** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A MATCHING GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE SURFSIDE COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PHASE PROJECT: APPROVING THE GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Surfside's Collins Avenue Water Main Replacement Design Phase Grant](#)

[Agreement](#)  
[NOVA Engineering Proposal for Scope of Services](#)  
[Reso FDEP Grant - Collins Ave Water Main Replcement.docx](#)

- 3F. First Amendment to SFM Services, Inc. Agreement for Additional Landscape Right of Way and Beach End Services** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH SFM SERVICES, INC. FOR COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[SFM Services, Inc. Additional Services Pricing Agreement](#)  
[Reso Approve First Amendment SFM Services - Additional Landscape Services.docx](#)  
[First Amendment with SFM Services - Additional Landscape Services.doc](#)

- 3G. Parking Rate Adjustments** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AN AMENDMENT TO THE OFF-STREET VARIABLE PARKING RATES AND TIME LIMITATION SCHEDULE FOR MUNICIPAL PARKING LOTS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Ratify Amendment to Off Street Parking Rates and Time Limitation.DOCX](#)

#### **4. Ordinances**

##### **Second Reading**

- 4A1. Amending the Town of Surfside Code of Ordinances by Amending Section 90-57. - "Marine Structures", to Amend Regulations for Construction of Docks, Pier and Moorings on Waterfront Lots.** - Fred Landsman, Commissioner

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-57. - "MARINE STRUCTURES", TO AMEND REGULATIONS FOR CONSTRUCTION OF DOCKS, PIERS AND MOORINGS ON WATERFRONT LOTS TO MODIFY ALLOWABLE DOCK PROJECTIONS INTO WATERWAYS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Surfside Ordinance Amending Sec 90-57 Marine Structures 2nd reading.docx](#)

- 4A2. Ordinance Amending Section 54-78 of Code - Prohibited Noises** - Shlomo Danzinger, Mayor

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE,**

**FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-78. - "PROHIBITED NOISES" RELATING TO PERMITTED HOURS OF OPERATION FOR PERSONAL OR RESIDENT LANDSCAPING EQUIPMENT AND OTHER NOISE-PRODUCING MECHANICAL DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Prohibited Noises Ordinance.docx](#)

**4A3. 24 Inch Setback Encroachment Clarification - Jeffrey Rose, Vice Mayor**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-47. - "YARDS, GENERALLY ALLOWABLE PROJECTIONS" TO CLARIFY ALLOWANCES FOR PROJECTIONS INTO REQUIRED SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Surfside 24 inch Setback Encroachment 2nd reading.docx](#)

**First Reading**

**4B1. 50% Lot Coverage for 1-Story Homes - Shlomo Danzinger, Mayor**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - "DEFINITIONS" TO REVISE THE DEFINITION FOR "LOT COVERAGE," AND SECTION 90-49. - "LOT STANDARDS" TO INCREASE THE MAXIMUM LOT COVERAGE ALLOWED FOR SINGLE-STORY HOMES THAT DO NOT EXCEED 22 FEET IN HEIGHT TO 50%; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Ordinance Amending Maximum Lot Coverage for Single Story Homes.docx](#)

**4B2. Amendments to the Town Code to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices (such as Leaf Blowers) During Permitted Hours - Shlomo Danzinger, Mayor**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-78(15) - "PROHIBITED NOISES" AND SECTION 66-7 - "DISPOSAL OF GRASS CUTTINGS AND HEDGE TRIMMINGS" TO ALLOW OPERATION OF LANDSCAPING EQUIPMENT AND OTHER NOISE-PRODUCING MECHANICAL DEVICES DURING PERMITTED HOURS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[3L13620-Ord Prohibited Noises Lanscaping Equipment TA v2.DOCX](#)

**4B3. Ordinance to Increase the Minimum Percentage of Florida Friendly Landscaping Required to 40% - Fred Landsman, Commissioner**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 90-90 AND 90-95 OF ARTICLE VIII, "LANDSCAPE REQUIREMENTS," OF CHAPTER 90 OF THE TOWN CODE OF ORDINANCES, TO INCREASE FLORIDA-FRIENDLY LANDSCAPING IN THE PERVIOUS AREAS OF SINGLE FAMILY AND DUPLEX DWELLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**  
[Ordinance Amending FL Friendly Landscape Ordinance New Construction.DOCX](#)

- 4B4. Amending the Town Code Relating to the Location and Requirements for Ground-Level and Rooftop Mechanical Equipment - Commissioner Fred Landsman**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 90-47.3 RELATING TO THE LOCATION AND REQUIREMENTS FOR GROUND-LEVEL MECHANICAL EQUIPMENT AND CREATING SECTION 90-67.3 RELATING TO THE LOCATION AND REQUIREMENTS FOR ROOFTOP MECHANICAL EQUIPMENT, ON PROPERTIES IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**  
[Ordinance Ground and Rooftop Mechanical Equipment H30A and H30B.docx](#)

**5. Resolutions and Proclamations**

*If the public wishes to speak on a matter on this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak prior to the approval of any resolution..*

- 5A. Solid Waste Services Special Assessment Preliminary Rate Resolution - Town Manager, Andrew Hyatt**

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**  
[Preliminary Rate Resolution For Solid Waste Assessments 2022.DOC](#)

- 5B. Solid Waste Commercial Rate Adjustment - Town Manager, Andrew Hyatt**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING AN INCREASE IN COMMERCIAL**

**SOLID WASTE RATES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates.doc](#)

[NEW RATE STRUCTURE FOR COMMERCIAL SOLID WASTE REMOVAL-FY23.docx](#)

- 5C. Champlain Towers South Collapse Investigation - Additional Authorization to Expend - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING EXPENDITURE OF FUNDS TO KCE STRUCTURAL ENGINEERS PC FOR CONTINUED ENGINEERING ANALYSIS AND DESTRUCTIVE TESTING INVESTIGATION TO DETERMINE THE CAUSE OF THE CHAMPLAIN TOWERS SOUTH (CTS) BUILDING COLLAPSE NOT TO EXCEED THE AMOUNT OF \$850,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Champlain Towers South Collapse Memo - CTS Supplemental service fee request.pdf](#)

[Reso Authorizing Expenditure to KCE Structural - CTS Investigation.docx](#)

- 5D. Authorization to Proceed with Contracting and Authorize Expenditures with Engineering Pool Firm The Corradino Group for a Town-Wide Traffic Study - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE 2022 TOWNWIDE TRAFFIC STUDY PROJECT PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[2022 Traffic Study Scope of Services](#)

[Resolution Approving Project Agreement with Corradino Group - 2022 Townwide Traffic Study.docx](#)

[Project Agreement - Corradino Group - 2022 Townwide Traffic Study.DOCX](#)

- 5E. FY 2022 Budget Amendment Resolution No. 7 - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[FY2022 Budget Amendment No. 7.pdf](#)

[Resolution Approving Budget Amendment No 7 for FY 2022 TA v1.DOCX](#)

**6. Good and Welfare**

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

**7A. Town Manager's Report** - Andrew Hyatt, Town Manager  
[2022-07 July Town Manager's Report.pdf](#)

**7B. Town Attorney Report** - Lillian M. Arango, Town Attorney  
[3L13059-Town Attorney Report July 12, 2022.DOCX](#)

**8. Unfinished Business and New Business**

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

**9A. Update on Improving Walkability and Pedestrian Safety within Residential Area** - Andrew Hyatt, Town Manager

**9B. Turtle Friendly Lighting on the Beach Walking Path within Dune Limits and Reviewed Options for Implementation** - Andrew Hyatt, Town Manager  
[Turtle Friendly Lighting on Walking Path Pictures](#)

**9C. Month of June to be Declared Pride Month** - Vice-Mayor Rose

**9D. Town Policy on Flying Flags** - Andrew Hyatt, Town Manager

**9E. Upgrade to Surfside Street Signs** - Shlomo Danzinger, Mayor  
[Surfside Street Sign Upgrade.pdf](#)

**9F. Discussion to Hold a Public Forum Regarding the New Laws Affecting Condominiums and HOA's.** - Commissioner Marianne Meisheid  
[City of Aventura.PNG](#)

**10. Adjournment**

Respectfully submitted,

Andrew Hayatt  
Town Manager

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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](http://www.townofsurfsidefl.gov).

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

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



June 16, 2022

Clerk, Town of Surfside  
9293 Harding Ave  
Surfside, FL 33154-3009

Greetings from Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the Town of Surfside for completion of the Institute for Elected Municipal Officials held in Jacksonville on June 10-11, 2022.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community. We also invite them to register for the next offering of IEMO II, when registration opens.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to call me at (407) 367-3443.

Sincerely,

A handwritten signature in black ink that reads "Christen Barton".

Christen Barton  
FLC University  
Florida League of Cities

Enclosure



June 16, 2022

Mayor Shlomo Danzinger  
Town of Surfside  
9293 Harding Ave  
Surfside, FL 33154-3009

Dear Mayor Shlomo Danzinger,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials in Jacksonville, FL held June 10-11, 2022.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University. We also invite you to register for the next offering of IEMO II, when registration opens. You can find dates and locations for other trainings on our event calendar.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads "Lynn S. Tipton".

Lynn S. Tipton  
Director, FLC University  
Florida League of Cities



# IEMO

 **FLC UNIVERSITY**

## Certificate of Completion

June 10-11, 2022 • Jacksonville, FL

*Presented to*

**Shlomo Danzinger**

Mayor

*Town of Surfside*

 **FLC**  
FLORIDA LEAGUE OF CITIES



## MEMORANDUM

ITEM NO. 2A.

**To:** Planning & Zoning Board  
**From:** Walter Keller, PE, AICP, Town Consultant Planner  
**Date:** July 12, 2022  
**Subject:** 9173 Froude Avenue

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Staff Recommendation: It is recommended the Practical Difficulty Variance Application be approved allowing the floor area coverage to increase to 42.3%.

Please see attached email from applicant requesting deferral of this item to October 2022. The October 2022 Regularly schedule meeting is scheduled for Tuesday October 12, 2022.

This application is a request to renovate and expand an existing single family residence on an interior lot. The parcel is located at 9173 Froude Avenue in the H30B Zoning District. The existing residence has 3 bedrooms and 2 baths with 1,764 square feet (SF) of floor area including the garage. A 603 SF addition is proposed to add a master bedroom, 1 and ½ baths with a covered terrace. Total floor area with the additions will be 2,367 SF which is 42.3% lot coverage. The Applicant is requesting a Practical Difficulty Variance to allow the expansion which exceeds the 40% maximum floor area coverage.

The setback requirements for the H30B Zoning District are 20-foot front, 5-foot side and 20 feet rear. The Applicant is proposing a 20-foot 5-inch front setback with a rear setback of 21 feet 8 inches and a 5-foot side setback. The setbacks on the front of the existing house include a small 1 foot encroachment at the southeast corner.

### **Standards of review for a practical difficulty Variance (Section 90-36.1(9))**

#### **a. How substantial the variance is in relation to the requirement sought to be varied:**

The Applicant is requesting an additional 192 SF of floor area over the 40% threshold. The variance request raises the floor area percentage to 42.3% which is far less than the maximum of 50%.

b. Whether an adverse change will be produced in the character of the neighborhood;

The Variance request will not impact the character of the neighborhood since the rear setback is greater than the minimum and the residence will remain a single story.

c. Whether the difficulty can be obviated by some method feasible for the applicant to pursue other than by a variance; and,

The only other option would be to demolish the residence and build a 2 story residence. A 2 story residence is not a viable option.

d. Whether, in view of the manner in which the difficulty arose, the interest of justice will be served by allowing the variance.

Yes, justice is served. The residence was constructed more than 70 years ago and is a small floor area for today's families. The Variance will allow the one-story residence to maintain the scale of the neighborhood and extend the viability of the residence in the future.

[Request for Deferral - Quasi-Judicial 9173 Froude Ave.pdf](#)

[Resolution Approving Variance - 9173 Froude - 6-2-22.pdf](#)

[9173 Froude Avenue Agenda Packet.pdf](#)

## Sandra McCready

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**From:** C Baumel <juniper880@gmail.com>  
**Sent:** Wednesday, June 29, 2022 3:16 PM  
**To:** Evelyn Herbello; Sandra McCready  
**Cc:** TRecio@wsh-law.com; Lily Arango; Inc. JCD Architect  
**Subject:** 9173 Froude 'Variance'

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

June 29th, 2022

To the Mayor & Commissioners of the Town of Surfside,

*RE: 9173 FROUDE AVE, SURFSIDE*

I am requesting to defer my '**Difficulty/Practicality Variance**' for the above referenced property to October 2022 due to the fact that I will be out of town for this period of time. I appreciate your time & consideration.

Best,  
Carolyn Baumel  
9481 Bay Dr  
Juniper880@gmail.com

Sent from my iPad

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; [APPROVING/DENYING] A VARIANCE APPLICATION FOR PROPERTY GENERALLY LOCATED AT 9173 FROUDE AVENUE, SURFSIDE, FL, FOR A PRACTICAL DIFFICULTY VARIANCE PURSUANT TO SECTION 90-36(1)b OF THE TOWN'S CODE OF ORDINANCES TO ALLOW LOT COVERAGE OF 42.3% WHERE SECTION 90-49 OF THE TOWN'S CODE OF ORDINANCES LIMITS LOT COVERAGE TO 40% OF THE LOT AREA; PROVIDING FOR CONDITIONS; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, 9173 Froude LLC (the "Applicant"), owner/contractor of the property located at 9173 Froude Avenue, Surfside, FL 33154 (the "Property") submitted an application on May 5, 2022 (the "Variance Application"), requesting approval from the Town of Surfside, Florida (the "Town") of a practical difficulty variance to allow lot coverage of 42.7% where Section 90-49 of the Town's Code of Ordinances (the "Code") limits lot coverage to 40% of the lot area for a single-family home on the Property; and

**WHEREAS**, Section 90-36(1)b of the Code provides for the issuance of a practical difficulty variance upon meeting the standards provided or in Section 90-36(9) of the Code; and

**WHEREAS**, contemporaneous with the Variance Application, the Applicant submitted an application seeking design review of the proposed construction of a single-family home (the "Design Review Application"); and

**WHEREAS**, Section 90-19 provides for design review of single-family homes by the Planning and Zoning Board; and

**WHEREAS**, the Town Planner has reviewed the Variance Application and Design Review Application and recommended approval of both subject to conditions; and

**WHEREAS**, on May 26, 2022, the Planning and Zoning Board (the "PZB"), at a duly noticed quasi-judicial public hearing, after reviewing the Variance Application and Design Review Application and hearing from its professional staff, the Applicant, and members of the public, considered the requirements of the Town Code for each application; and



**WHEREAS**, at the public hearing, the PZB approved the Design Review Application subject to the plans on file for the Design Review Application together with all conditions proposed by the Town Planner’s recommendation and subject to the approval of the Variance Application by the Town Commission; and

**WHEREAS**, at the public hearing, the PZB found the Variance Application met the standards of Section 90-36(9) of the Code for issuance of a practical difficulty variance, and recommended the Variance Application be approved by the Town Commission subject to the plans on file for the Design Review Application together with all conditions proposed by the Town Planner’s recommendation; and

**WHEREAS**, on \_\_\_\_\_, the Town Commission, held a duly noticed quasi-judicial public hearing to review the Application, hear from its professional staff, the Applicant, and members of the public, and consider the recommendation of the PZB, the requirements of the Town Code for approval of a variance and the Application’s consistency with the Town of Surfside’s Comprehensive Plan, and the substantial competent evidence presented at the hearing; and

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPLICABLE TO APPLICANT, ITS SUCCESSORS AND/OR ASSIGNS, AS FOLLOWS:**

**SECTION 1. RECITALS AND FINDINGS OF FACT.**

1. All recitals set forth above are incorporated into the body of this Resolution as if same were fully set forth herein.
2. The Commission finds that the Variance Application for the practical difficulty variance [meets/does not meet] the standards of Section 90-36(9) of the Code and is otherwise in [compliance/not in compliance] with the requirements of the Town Code for approval of a variance and the Variance Application is [consistent/not consistent] with the Town of Surfside’s Comprehensive Plan.

**SECTION 2. VARIANCE [APPROVAL/DENIAL]; CONDITIONS.** The request to approve a practical difficulty variance to allow lot coverage of 42.7% where Section 90-49 of the Town’s Code of Ordinances (the “Code”) limits lot coverage to 40% of the lot area for a single-family home on the Property, is hereby [granted/denied] subject to the following conditions:

1. The Property shall be developed in substantial compliance with the plans dated May 5, 2022, prepared by JCD Architect, Inc. (the “Plans”) provided in support of the Application, except as modifications are required by this approval or the Building Official.

2. Pool equipment should be located at least 15 feet from the adjacent residence.
3. Describe the fence condition on the rear yard and provide for the finished side of any new fence to face outward.
4. All landscaped/pervious areas shall be 40% Florida-Friendly materials. Provide table on site plan to demonstrate this requirement is met.
5. A tree removal permit is required prior to the removal or relocation of existing site trees, per Sec. 90-97 of the Town Code.

**SECTION 3. VIOLATION OF CONDITIONS.** Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed by the Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination by the Town Commission, following a public hearing, that the Applicant is in non-compliance with the Code or the conditions of this Approval and has failed to cure, or to provide an acceptable plan to timely cure, the non-compliance.

**SECTION 4. SEVERABILITY CLAUSE.** In the event any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** this \_\_ day of \_\_\_, 2022.

Motion by: \_\_\_\_\_,

Second by: \_\_\_\_\_.

Commissioner Fred Landsman	_____
Commissioner Marianne Meischeid	_____
Commissioner Nelly Velazquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

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

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE TOWN OF SURFSIDE ONLY:**

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

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )

I, Sandra McCready, Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2022-\_\_\_\_ adopted by the Town Commission at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Issued: \_\_\_\_\_

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

Request for a  
Practical Difficulty Variance  
9173 Froude Ave, Surfside, Florida 33154

I seek a Practical Difficulty Variance, under Section 90-36.1(1)b. The property is an existing 1 story house on a typical 5625 square foot interior lot. The existing house is 1764 SF, with a lot coverage of 31.3 %. The proposal is to add on an additional 603 SF, bringing the total to 2367 SF and 42.1 % lot coverage. Rather than building up, likely requiring the demolition of the current house, the applicants wish to add onto the first floor to meet the needs of their family.

The proposal adds square footage to the back of the property, keeping the garage, which is important, making the house a livable 4 bedroom, 3 bath house to meet the needs of the occupants. The young couple would like a modest home sufficient to provide the necessary room to grow into in the near term. The current house does not have the floor area and room layout to permit this.

A practical difficulty variance is a relaxation of the terms or provisions of the Zoning Code which is less rigorous than the unnecessary and undue hardship standard. The standards are listed below.

*Standards of review for a practical difficulty variance.*

- a. How substantial the variance is in relation to the requirement sought to be varied:  
*The variance is modest, a request to exceed the 40% lot coverage limit by an additional 2.1%, well below the 50% maximum.*
- b. Whether an adverse change will be produced in the character of the neighborhood;  
*There will not be an adverse change to the neighborhood as the as the enlarged house will essentially be the renovated existing house with minimal addition to the rear that is just slightly larger than the limit on current homes.*
- c. Whether the difficulty can be obviated by some method feasible for the applicant to pursue other than by a variance; and  
*The difficulty can only be obviated by increasing the square footage. Converting the garage is not an option due to security concerns for the couple, as the husband frequently travels out-of-town.*
- d. Whether, in view of the manner in which the difficulty arose, the interest of justice will be served by allowing the variance.  
*The difficulty arose because the existing house is undersized. Allowing this variance will provide the applicant with a home similar in size and scope to its neighbors, and will preserve the essence of the existing property for the foreseeable future. Justice is served.*

Thank you for your consideration.

Respectfully submitted,

Carolyn Baumel

# EXTERIOR / INTERIOR REMODELING

## CAROLYN BAUMEL RESIDENCE

9173 FROUDE AVENUE - SURFSIDE, FL 33154

05.05.22



### INDEX OF DRAWINGS:

- A-0 PROPOSED SITE PLAN
- A-1 DEMOLITION FLOOR PLAN
- A-2 DEMOLITION ROOF PLAN
- A-3 EXISTING ELEVATIONS
- A-4 PROPOSED FLOOR PLAN
- A-5 PROPOSED ROOF PLAN
- A-6 PROPOSED ELEVATIONS
- A-7 PROPOSED SECTIONS
- A-8 DOOR & WINDOW SCHEDULES
- A-9 NEIGHBORING PHOTOS

### CODE COMPLIANCE:

- ALL WORK SHALL COMPLY WITH THE CURRENTLY APPLICABLE BUILDING CODES OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY.
- 2017 NATIONAL ELECTRICAL CODE
- 2020 FLORIDA BUILDING CODE 7TH EDITION
- BUILDING
- EXISTING BUILDING
- RESIDENTIAL
- MECHANICAL
- ACCESSIBILITY

Revisions
▽ 5.5.22 - 1st ISSUE
▽
▽
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JCD ARCHITECT INC.  
EXT./INT. REMODELING W/ ADDITION  
CAROLYN BAUMEL RESIDENCE  
9173 FROUDE AVENUE  
SURFSIDE, FLORIDA 33154

JCD ARCHITECT INC.  
JUAN C. DAVID R.A. 0015344  
Design & Development  
LEED ACCREDITED PROFESSIONAL  
Architecture Interiors Planning Construction  
1385 Coral Way, Suite 207 • Miami, Florida 33145 • Phone: (305) 285-4343 • Fax: (305) 285-4300



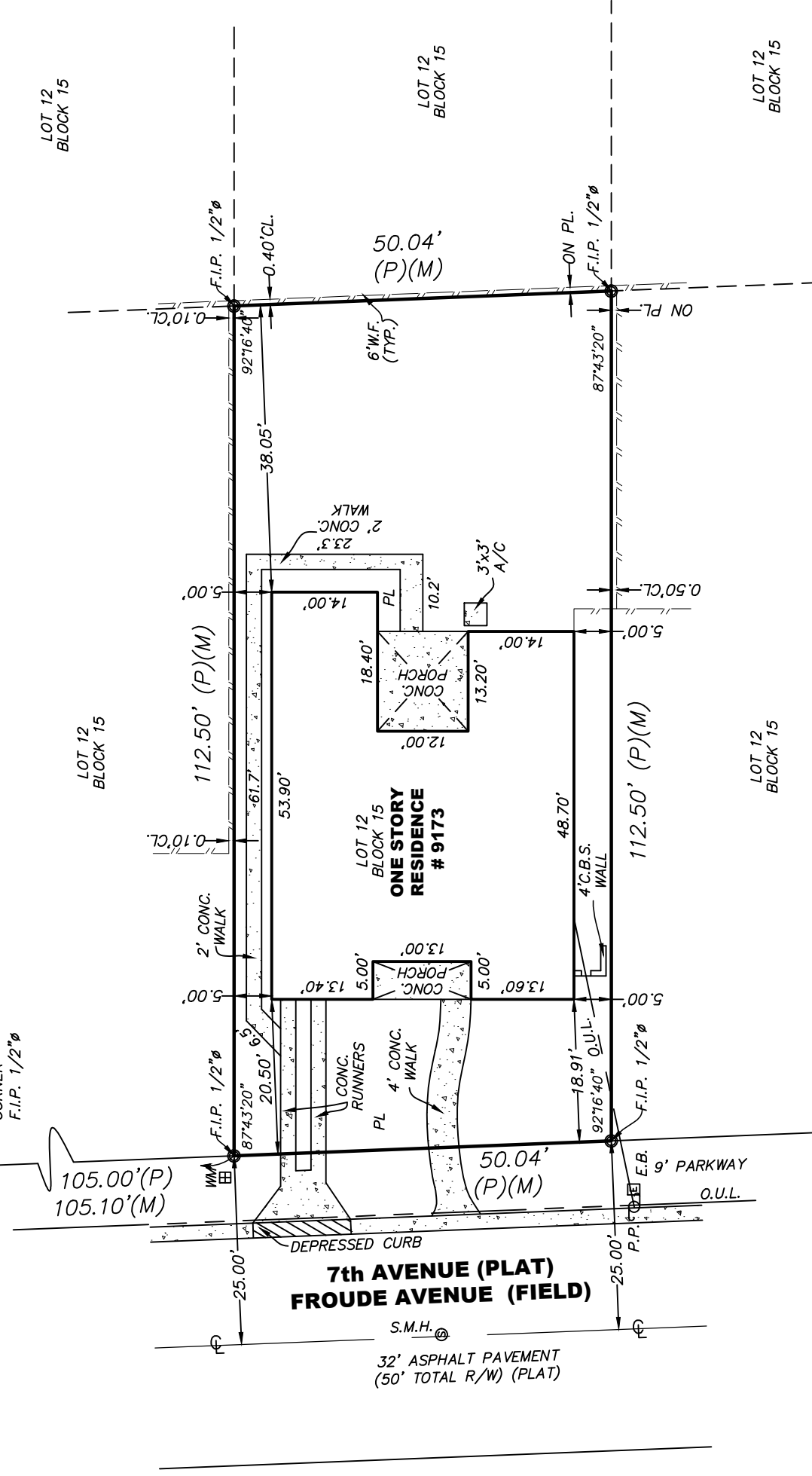
Job No.  
Date  
Scale

Seal  
AA-26001560  
Sheet No.  
COV

**"THIS SURVEY DECLARATION IS MADE ON THE FIELD DATE INDICATED, TO THE OWNER(S) LISTED. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."**

**QUAMASH STREET (PLAT)**  
**92nd STREET (FIELD)**

P.I. BLOCK CORNER  
F.I.P. 1/2"



**7th AVENUE (PLAT)**  
**FROUDE AVENUE (FIELD)**

S.M.H.  
32' ASPHALT PAVEMENT  
(50' TOTAL R/W) (PLAT)

Certified to:  
Sherry Lynn Ulsh

This property is described as:  
Lot 12, Block 15,  
ALTOS DEL MAR NO.4,  
according to the Plat thereof,  
as recorded in Plat Book 10, Page 63,  
of the Public Record of Miami-Dade County, Florida.

**NOTES:**  
- No visible Encroachments in this Lot  
- No platted Easement in this Lot.

Address:  
9173 Froude Avenue, Surfside, FL 33154  
Bearing, if any, shown based on N/A (reference) N/A

LEGEND

A	= Arc
ASPH	= Asphalt
BM	= Bench Mark
BRG	= Bearing
CATV	= Catch basin
CB	= Catch basin
CBS	= Concrete Block Structure
CH	= Chord
Chattahoochee	= Chattahoochee
C	= Center Line
CLF	= Chain Link Fence
CL	= Clear
CONC.	= Concrete
D	= Delta
Ø	= Diameter
DH	= Drill Hole
DME	= Drainage & Maintenance Easement
E.B.	= Electric Box
Enc.	= Encroachment
F.F.	= Finish Floor
F.H.	= Fire Hydrant
F.I.R.	= Found Iron Rebar
FPL	= Florida Power & Light
F.I.P.	= Found Iron Pipe
FD.	= Found
L.P.	= Light Pole
M	= Measured
M.F.	= Metal Fence
M.H.	= Manhole
M	= Monument Line
MON.	= Monument
N/A	= Not Applicable
N/D	= Nail & Disc
NTS	= Not to Scale
O/S	= Offset
O.U.L.	= Overhead Utility Lines
OH	= Overhang
P	= Plat
PB	= Plat Book
PC	= Point of Curvature
P.C.C.	= Point of Compound Curvature
PCP	= Permanent Control Point
P.I.	= Point of Intersection
PL	= Property Line
PL	= Planter
P.O.B.	= Point of Beginning
P.O.C.	= Point of Commencement
P.P.	= Power Pole
P.R.M.	= Permanent Reference Monument
P.R.C.	= Point of Reverse Curvature
PT	= Point of Tangency
R	= Radius
R/R	= Railroad
PSM	= Professional Surveyor Mapper
R/W	= Right-of-Way
SWK	= Sidewalk
Sec.	= Section
(TYP)	= Typical
T	= Tangent
U.E.	= Utility Easement
W.F.	= Wood Fence
W.M.	= Water Meter
W.V.	= Water Valve
⊕	= Denotes Spot Elevations Taken

NOTE:  
a) All clearances and/or encroachments shown hereon are of the apparent physical use, fence legal ownership, not determined.  
b) The issue of this survey is only for the exclusive and specific use of those persons, parties or institutions in the certification.  
c) Underground utilities, improvements, footings and encroachments, if any not located.  
d) The flood information shown hereon does not imply that the subject property will or will not be free from flooding or damage and does not create liability on the part of the firm or employee thereof, for any damage that occurs from reliance on said information.  
e) Lands depicted hereon were surveyed per legal description provided by client and no claims as to ownership or matters of title are made or implied.  
f) Contact the appropriate authorities prior to any design work or excavation on the herein described parcel for building, zoning information and utilities location.  
g) All roads shown hereon are public unless otherwise noted.  
h) No identification cap found on property corners unless otherwise noted.  
i) Distance along boundary are recorded and measured unless otherwise noted.  
j) The graphic portions of this document are intended to be displayed at the graphic/name scales as depicted. Said scale may be altered in reproductions and as such, should be considered when obtaining scaled data.  
k) Accuracy: The Minimum relative distance accuracy for the type of boundary survey is 1 foot in 7,500 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.  
l) Contact the appropriate authorities prior to any design work or excavation on the herein described parcel for building, zoning information and utilities location.

REVISIONS:

FLOOD ZONE	AE	COMM. No.	120659	PANEL No.	0144	SUFFIX:	L	Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.
F.I.R.M. DATE	09 / 11 / 09	F.I.R.M. INDEX	09 / 11 / 09	BASE ELEV.	+ 8'	N.G.V.D.		

BOUNDARY SURVEY.  
I HEREBY CERTIFY: that this survey meets the standards of practice as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 547, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

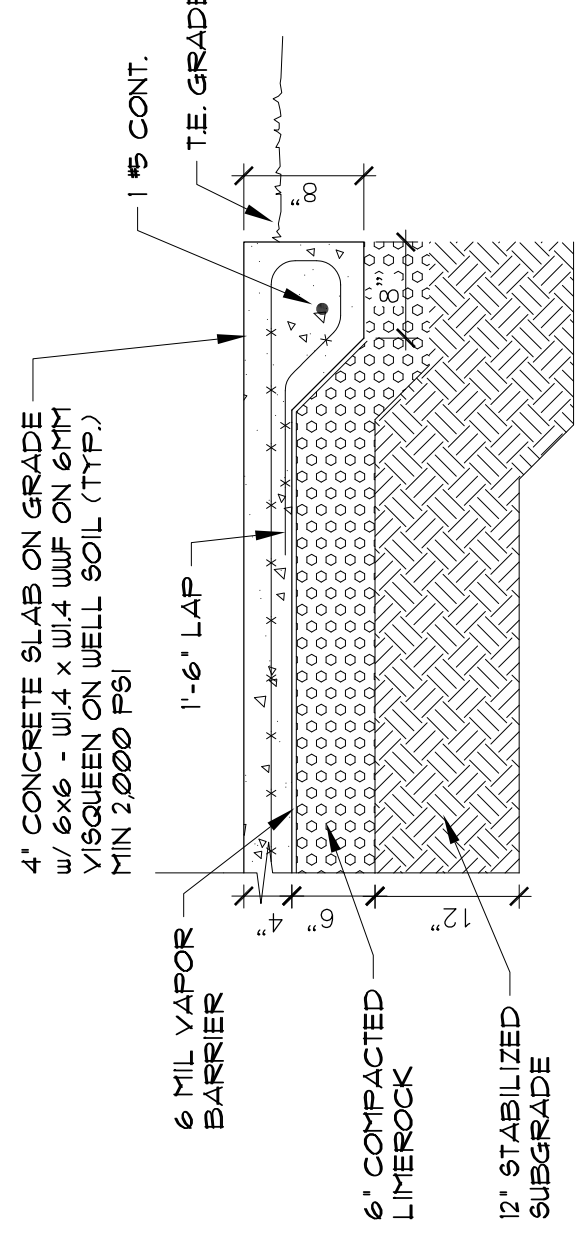
RENÉ AGUIEVIVES 07/08/21  
PROFESSIONAL SURVEYOR AND MAPPER No. 4327. State of Florida.

**Alvarez, Aiguesvives and Associates, Inc.**  
Surveyors, Mappers and Land Planners  
9789 Sunset Drive, Miami, FL 33173  
Ph. 305-385-0385 ~ 305.220.2424 L.B. No. 6867  
faasurvey@aol.com ~ aaasurvey@aol.com

Field Date: 07/08/21  
Scale: 1"=20'  
Drawn by: D.G.  
Drwg. No.: 21-25600



FENCE / SCREEN SAMPLE



THICKENED EDGE DETAIL (T.E.)  
4" CONCRETE DRIVEWAY SLAB  
SCALE: 3/4" = 1'-0"

**PROPERTY ADDRESS:**  
9173 FROUDE AVENUE SURFSIDE, FLORIDA 33154  
FOLIO: 14-2235-001-0520

**LEGAL DESCRIPTION:**  
ALTOS DEL MAR NO 4  
LOT 12 BLK 15  
LOC. 25 16-4-541 06 2007 4

**SCOPE OF WORK:**  
EXTERIOR / INTERIOR REMODELING AND NEW ADDITION / ALTERATION TO EXISTING HOUSE.

**PROJECT INFO:**  
CLASSIFICATION (1, 6) ADDITION  
FLORIDA BUILDING CODE, 1TH ED., 2010  
CONSTRUCTION TYPE: RESIDENTIAL RS-2 (SINGLE FAMILY)  
OCCUPANCY:

**GENERAL NOTES**

- ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE-1TH EDITION 2010 AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHOWING ARCHITECT'S PLAN. DISCREPANCIES ARE TO BE CORRECTED BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR TO ACQUIRE ALL REQUIRED PERMITS FOR THE PROJECT.
- ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.
- CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY MATERIALS REQUIRED TO INSTALL, BRACE AND SHORE ALL BUILDING COMPONENTS.
- PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED. REMOVALS SHALL BE COORDINATED WITH THE OWNER AND ALL BUILDING AUTHORITIES HAVING JURISDICTION.
- CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH RED-LINED ADDITIONS TO THE WORK INCLUDING IN THE DRAWINGS AND/OR ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND/OR DEVIATIONS.
- IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
- ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
- SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEER.
- CONTRACTOR OR SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING THEIR OPERATION AND ANY DAMAGE TO THEIR WORK WHILE PROJECT IS UNDER CONSTRUCTION.
- ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REPRODUCED OR USED FOR ANY OTHER LOCATION EXCEPT AS SPECIFIED IN THESE DRAWINGS OR ANY PART THEREOF IS REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT. THE PERSON SO DOING WILL BE INDEBTED TO ARCHITECT FOR HIS FULL COMMISSION.
- FOR POOL ENCLOSURE: PROVIDE (2) - 4'-0" HIGH (MIN.) GATES, SELF-CLOSING, SELF-LATCHING W/ RELEASE MECHANISM 54" ABOVE GRADE. (MIN.) PER IBC 9. 9.02.5 (TYP.)

**ZONING INFO.**  
ZONING DESIGNATION: H30-B  
NET LOT SIZE: 56,000 SF

**ZONING REGULATION**

	ALLOWED	REQUIRED	PROVIDED
LOT COVERAGE (FLOOR AREA)	224.00 SF (40%)	236.1000 SF (42.26%)	
COVERED PORCH EXTENSION	448 SF (8%)	426.0 SF (7.60%)	
LOT GREENPATIO AREA	136.00 SF (24%)	2,182.0 SF (39.00%)	
FRONT YARD LANDSCAPING AREA	5,000 SF (90%)	5,670 SF (100%)	
REAR YARD LANDSCAPING AREA	4,000 SF (71%)	6,600 SF (118%)	

**SETBACKS (FPAL BUILDING)**

	REQUIRED	PROVIDED
FRONT (EXISTING)	20'-0"	20.5/18.9'
REAR	20'-0"	21'-1"
SIDE INTERIOR (NORTH) EXISTING	5'-0"	5'-0"
SIDE INTERIOR (SOUTH) EXISTING	5'-0"	5'-0"

**SETBACKS (POOL)**

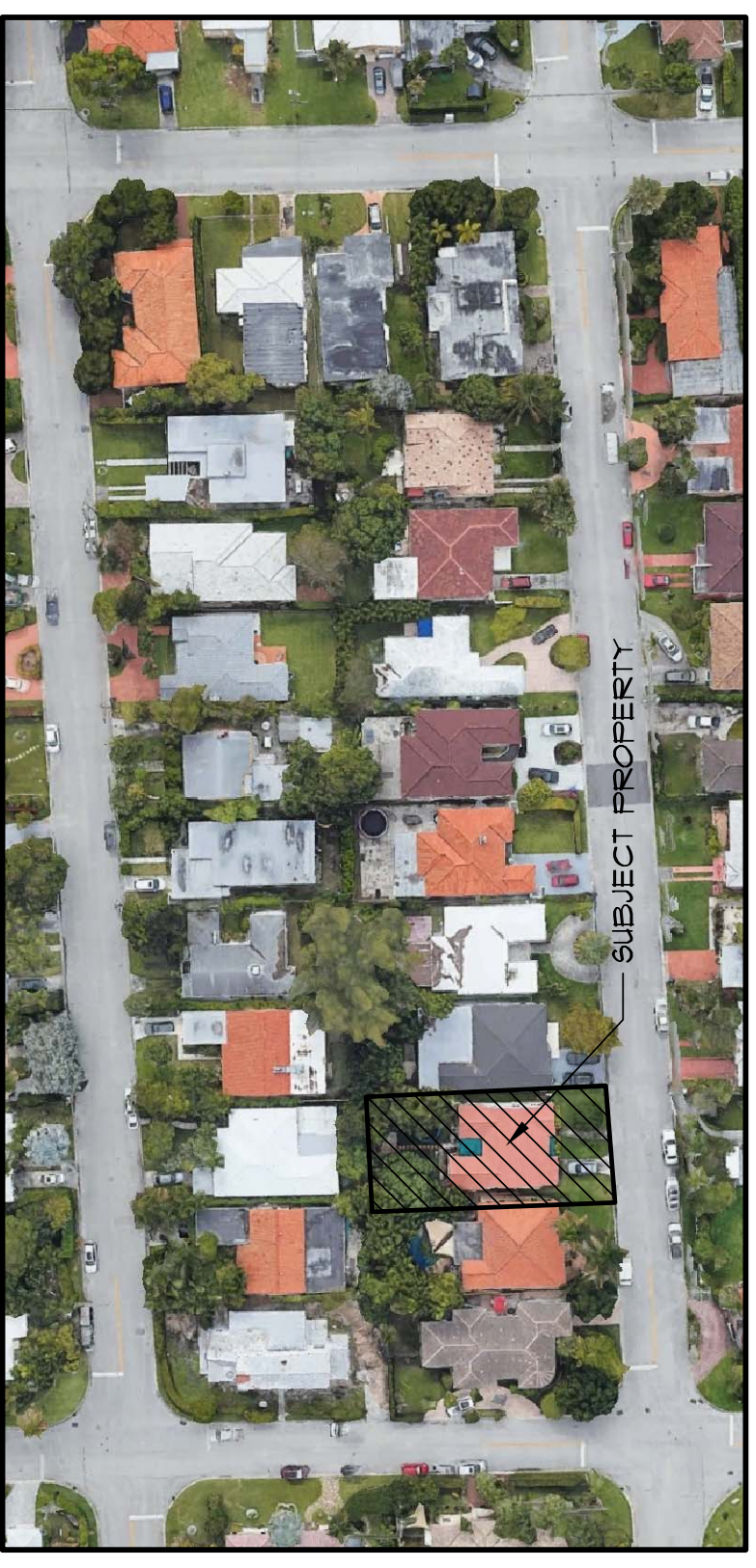
	REQUIRED	PROVIDED
FRONT	10'-0"	9'11.5"
REAR	5'-0"	5'11.5"
SIDE INTERIOR (NORTH)	5'-0"	6'-0"
SIDE INTERIOR (SOUTH)	5'-0"	24'-0"

**LOT COVERAGE CALCULATION (FLOOR AREA)**

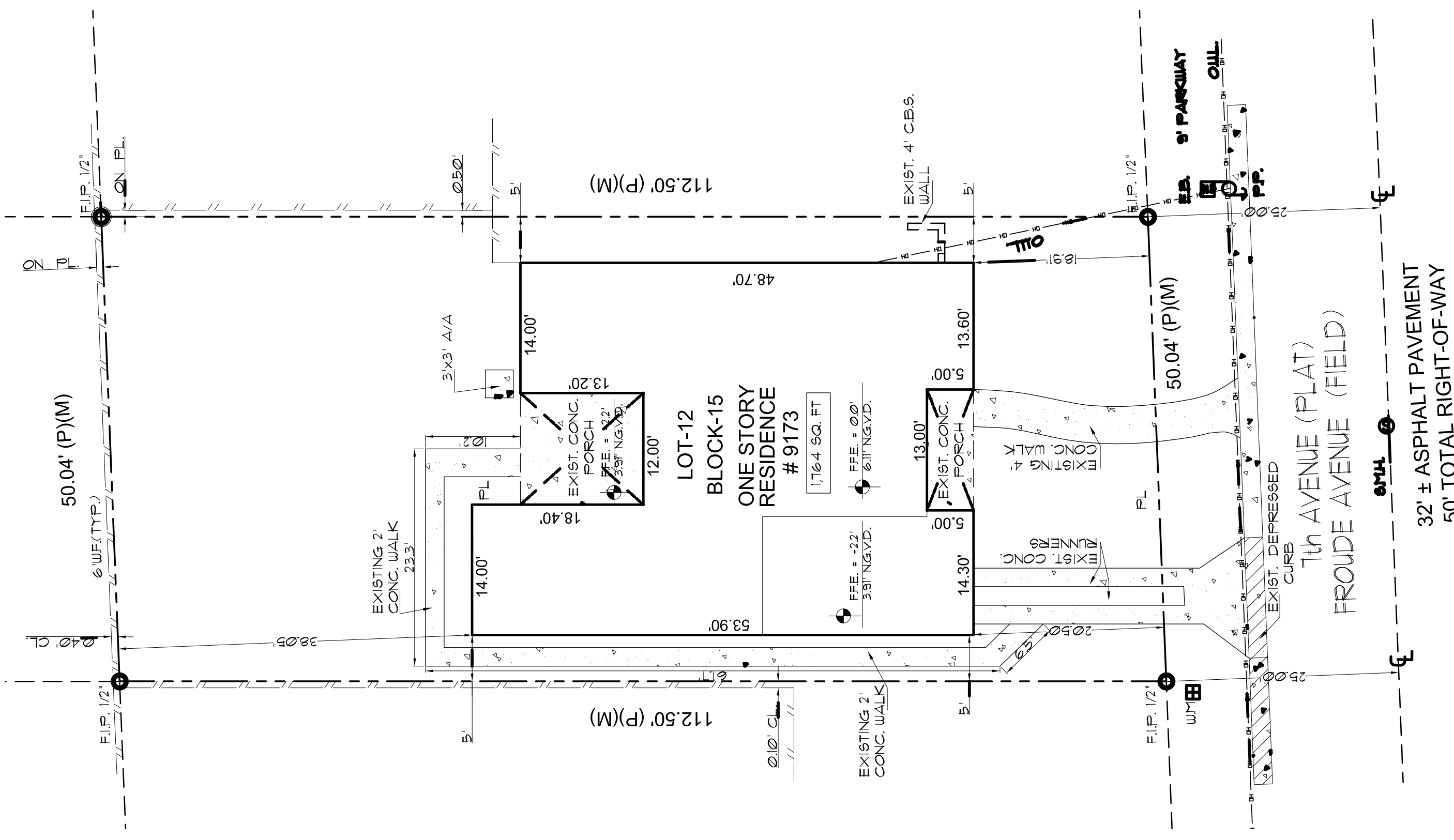
LIVING AREA (EXISTING)	1,465.00 SF.
GARAGE (EXISTING)	299.00 SF.
NEW ADDITION	603.00 SF.
TOTAL LOT COVERAGE (FLOOR AREA)	2,367.00 SF.

**IMPERVIOUS & PERVIOUS AREA CALCULATION**

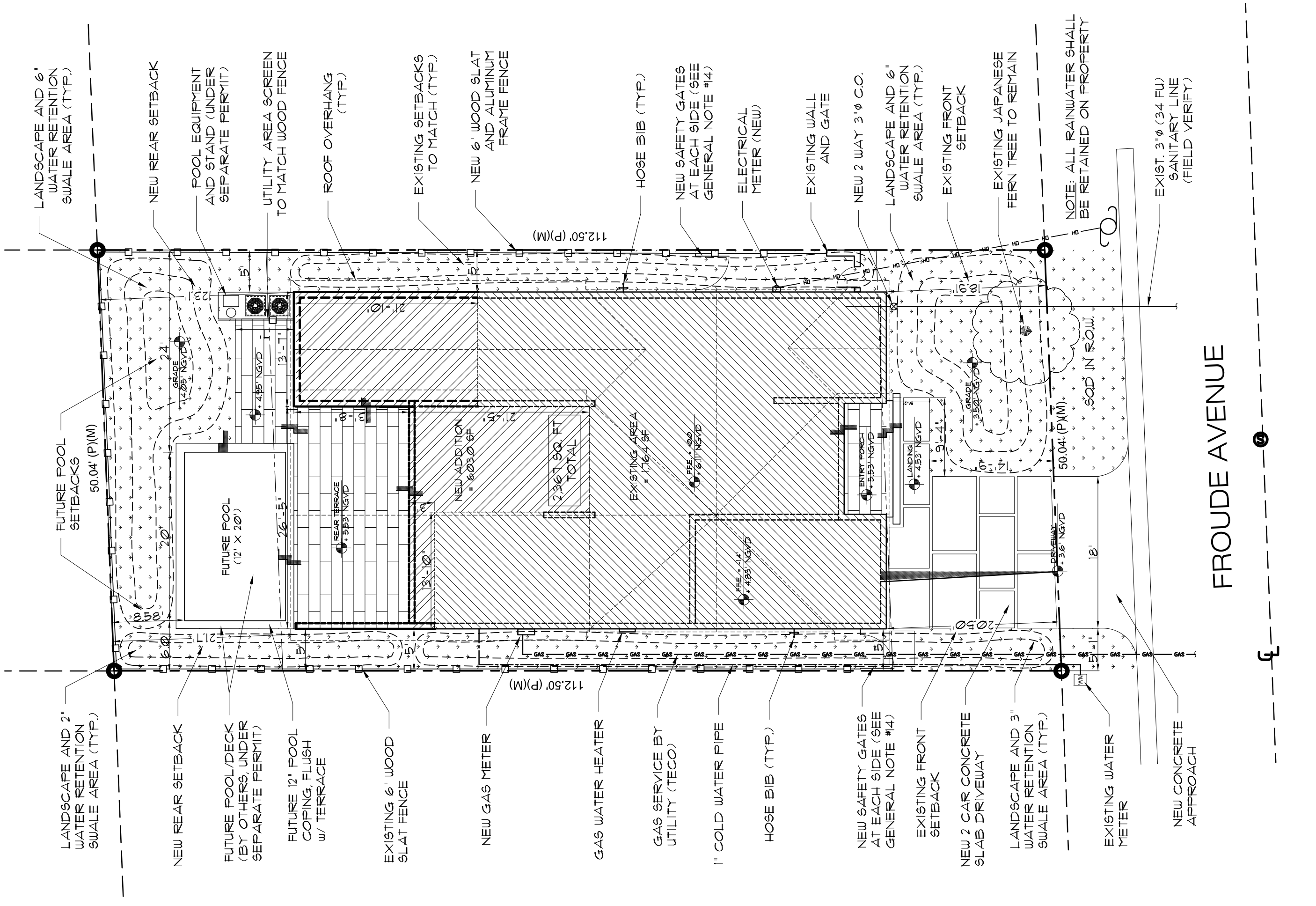
TOTAL LOT COVERAGE (FLOOR AREA)	2,367.00 SF.
COVERED PORCH EXTENSION	426.0 SF.
DRIVEWAY/WALKWAY	426.0 SF.
POOL PATIO DECK	193.0 SF.
TOTAL IMPERVIOUS AREA	3,418.0 SF.
TOTAL PERVIOUS AREA PROPOSED:	5,600 - 3,418 =



LOCATION MAP  
NOT TO SCALE



DRIVEWAY / PAINT COLOR SAMPLES



EXISTING SITE PLAN  
SCALE: 3/32" = 1'

PROPOSED SITE PLAN  
SCALE: 3/32" = 1'

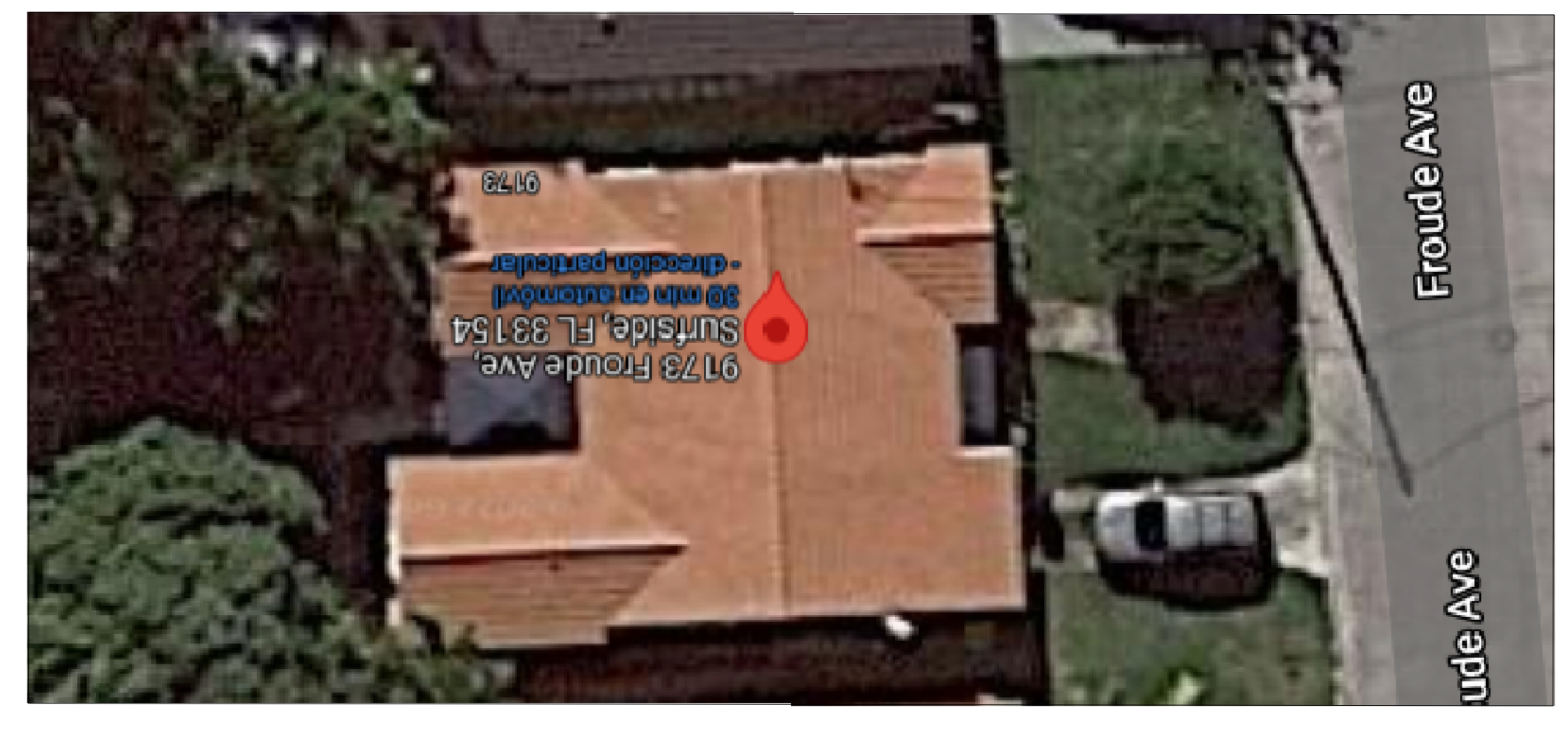
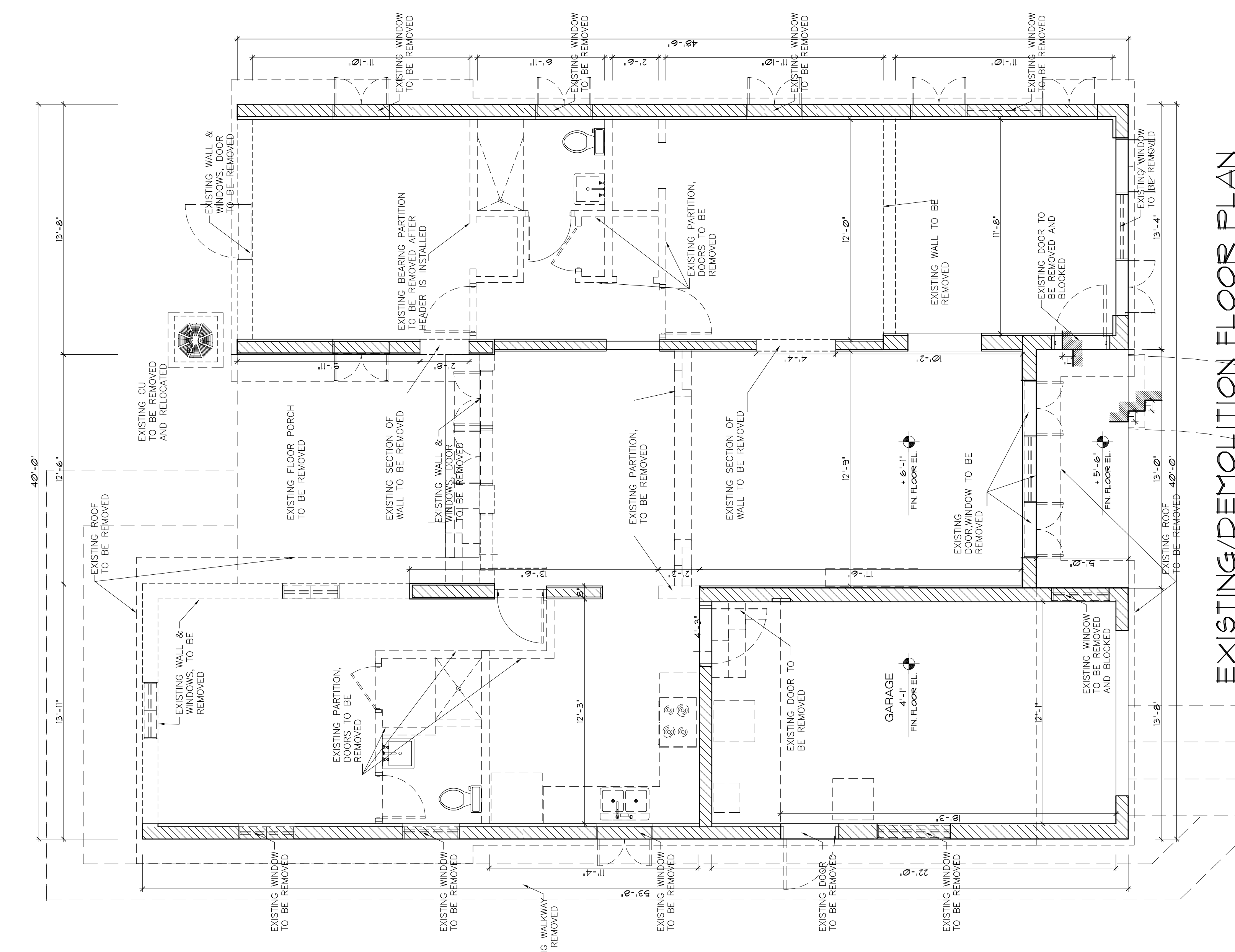
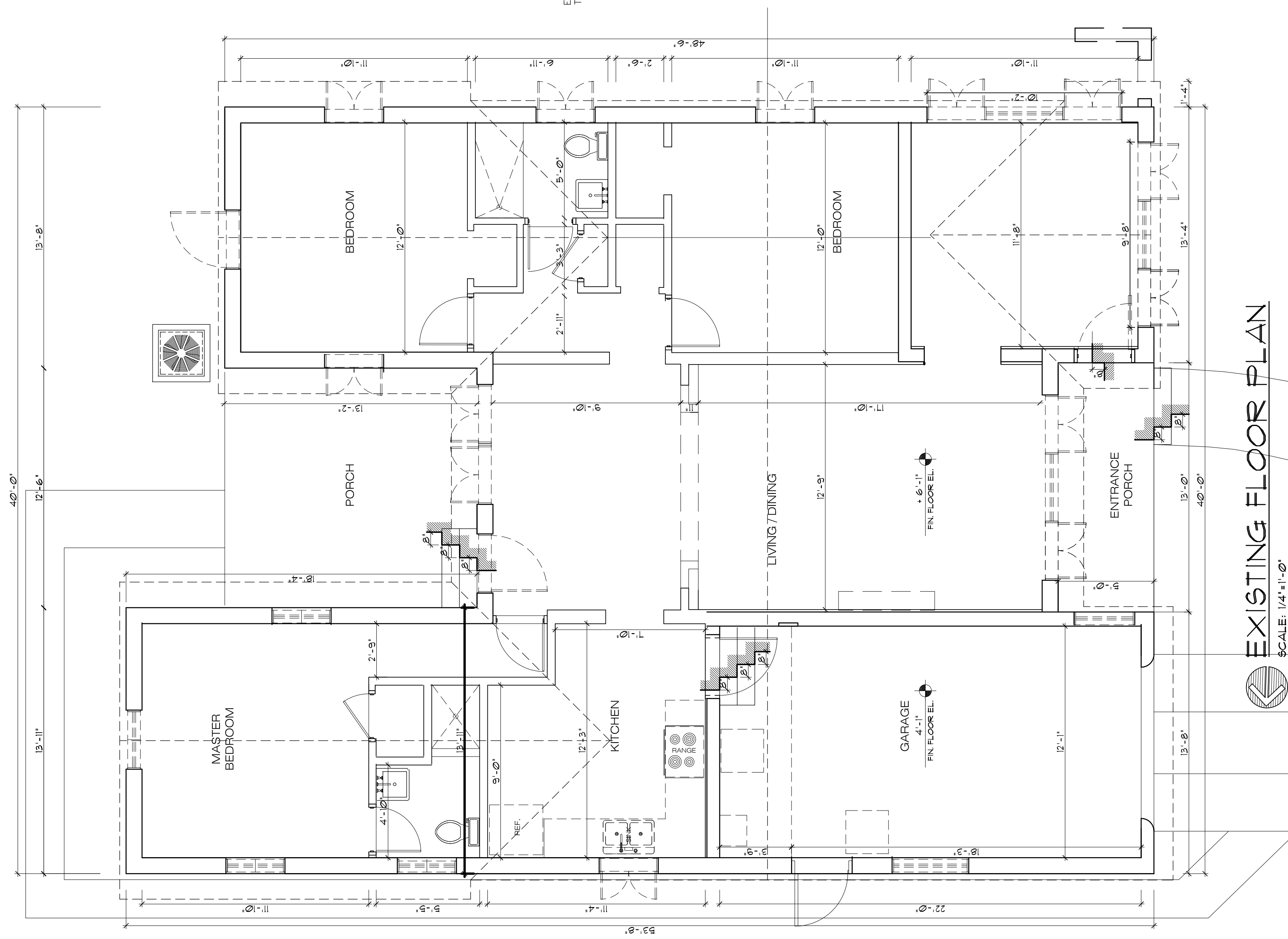


**DEMOLITION NOTES:**

- GENERAL CONTRACTOR SHALL VISIT THE SITE & FAMILIARIZE HIM/HERSELF WITH THE EXISTING CONDITIONS PRIOR TO THE DEMOLITION WORK.
- ALL AREAS ADJACENT TO DEMOLISHED WORK SHALL BE LEFT IN SUCH A CONDITION AS TO PROTECT ADJACENT AREAS FROM DAMAGE TO SPLY FINISH, TELEPHONE SWITCHES AND ANY OTHER ELECTRICAL DEVICES AS INDICATED ON ELECTRICAL PLAN. OR AS REQUIRED BY DRAWINGS, PROVIDE THE INSTALLATION FOR RECORD PURPOSES. SCHEMATIC DRAWINGS OF FINAL DEMOLITION WORK SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR IS NOTIFIED THAT ALL EXISTING DEVICES MAY NOT HAVE BEEN INDICATED ON THE DRAWINGS AND THAT SOME EXISTING ELECTRICAL DEVICES MAY BE LOCATED IN UNEXPECTED PLACES. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND REMOVING ALL EXISTING DEVICES PRIOR TO DEMOLITION OF THE WORK THAT NEEDS TO BE DEMOLISHED. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND REMOVING ALL EXISTING DEVICES PRIOR TO DEMOLITION OF THE WORK THAT NEEDS TO BE DEMOLISHED.
- THE WORK SHALL INCLUDE THE REMOVAL OF ALL MATERIALS, CUTTING, EXTENDING, CONNECTING, REPAIRING, ADAPTING, AND OTHER WORK AS REQUIRED TO BRING THE BUILDING UP TO THE CURRENT CODE REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND REMOVING ALL EXISTING DEVICES PRIOR TO DEMOLITION OF THE WORK THAT NEEDS TO BE DEMOLISHED.
- ALL BUILDING CONSTRUCTION AFFECTED BY THE REMOVAL/RELOCATION, SHALL BE RECONSTRUCTED TO MEET ALL CURRENT CODE REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND REMOVING ALL EXISTING DEVICES PRIOR TO DEMOLITION OF THE WORK THAT NEEDS TO BE DEMOLISHED.
- ARCHITECTURAL DRAWINGS SPECIFICATIONS OR OWNER'S REPRESENTATIVE SHALL BE RESPONSIBLE FOR IDENTIFYING AND REMOVING ALL EXISTING DEVICES PRIOR TO DEMOLITION OF THE WORK THAT NEEDS TO BE DEMOLISHED.
- BEFORE THE ELECTRICAL CONTRACTOR SHALL DISCONNECT THEM UP TO THE NEXT OUTLET TO REMAIN OR BACK TO THE PANELBOARD IF EXISTING TO REMAIN. ALL WIRING SHALL BE PROTECTED FROM DAMAGE TO SPLY FINISH, TELEPHONE SWITCHES AND ANY OTHER ELECTRICAL DEVICES AS INDICATED ON ELECTRICAL PLAN. OR AS REQUIRED BY DRAWINGS, PROVIDE THE INSTALLATION FOR RECORD PURPOSES. SCHEMATIC DRAWINGS OF FINAL DEMOLITION WORK SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- ALL ELECTRICAL EQUIPMENT SHALL BE REMOVED FROM STRUCTURE TO BE DEMOLISHED. ACCESSIBLE RACEWAYS, WIRES, BOXES, SWITCHES AND OTHER ELECTRICAL DEVICES SHALL BE IDENTIFIED AND REMOVED FROM THE SITE. ALL MATERIAL REMOVED FROM THE SITE SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER.
- ALL WATER SEWER LINES TO BE REMOVED & DISPOSED OF AS DIRECTED BY THE OWNER.
- ALL WATER SEWER LINES TO BE CARRIED / ABANDONED OR SHOULD BE DISPOSED OF IN A PROPER MANNER.
- ALL AIR CONDITIONING & ELECTRICAL CONNECTIONS TO BE DISCONNECTED AND DISPOSED OF IN A PROPER MANNER.
- CONSULT WITH ENGINEER/ARCHITECT AND SHORE UP REQUIRED ELEMENTS FOR STABILITY, BEFORE REMOVING ANY STRUCTURAL SUPPORTS.

- DEMOLITION/CONST. LEGEND:**
- NEW PARTITION:
  - 1 5/8\" x 3 5/8\" METAL ST. FRAME PARTITION 24\" O.C. w/ 1/2\" GYP. BOARD
  - 1\" x 1\" x 8\" FLOOR PORCH TO BE REMOVED
  - EXISTING DRIVEWAY TO BE REMOVED
  - EXISTING WALKWAY TO BE REMOVED
  - NEW MASONRY WALL:
  - 8\" CONC. BLOCK w/ 5/8\" STUCCO (EXT.)
  - 8\" CONC. BLOCK w/ 5/8\" STUCCO (INT.)
  - OVER 1\" x 2\" FIBERGLASS INSULATION
  - R-4\" INSULATION BETWEEN PARTITIONS
  - EXIST PARTITION
  - EXIST MASONRY WALL
  - EXISTING PARTITION TO BE REMOVED
  - EXIST MASONRY TO BE REMOVED

- DEMOLITION AREAS:**
- EXISTING MASONRY WALL TO BE REMOVED - 6'0\" SF
  - EXISTING PARTITION TO BE REMOVED - 2'x0\" SF
  - EXISTING FLOOR PORCH TO BE REMOVED - 16'0\" SF
  - EXISTING DRIVEWAY TO BE REMOVED - 16'0\" SF
  - EXISTING WALKWAY TO BE REMOVED - 32'0\" SF



Seal AA-26001560  
Sheet No. **A-1**

Scale \_\_\_\_\_  
Date \_\_\_\_\_  
Job No. \_\_\_\_\_

**JCD ARCHITECT INC.**  
JUAN C. DAVID R.A. 0015344  
LEAD ACCREDITED PROFESSIONAL

Architecture Interiors Planning  
Construction

1388 Coral Way, Suite 207 Miami, Florida 33145 Phone: (305) 285-4343 Fax: (305) 285-4330

**Carolyn Bauml Residence**  
9173 Froude Avenue  
Surfside, Florida 33154

**EXT./INT. REMODELING W/ ADDITION**

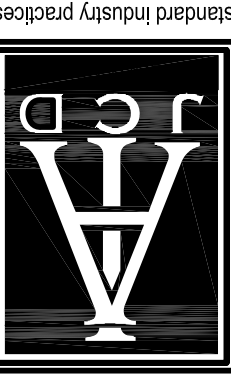
Revisions: \_\_\_\_\_  
5.15.22 - 1st ISSUE

Designs are subject to modification or change as required by actual measurements, standard industry practices in light of existing structural and other conditions, applicable codes, and laws. These plans are and shall remain the property of Mr. David and shall not be sold or reproduced without his prior written consent. Mr. David shall be notified of any changes read by actual measurements, etc., as advised prior to submission of any phase for bid or construction.

Revisions
5.5.22 - 1st ISSUE

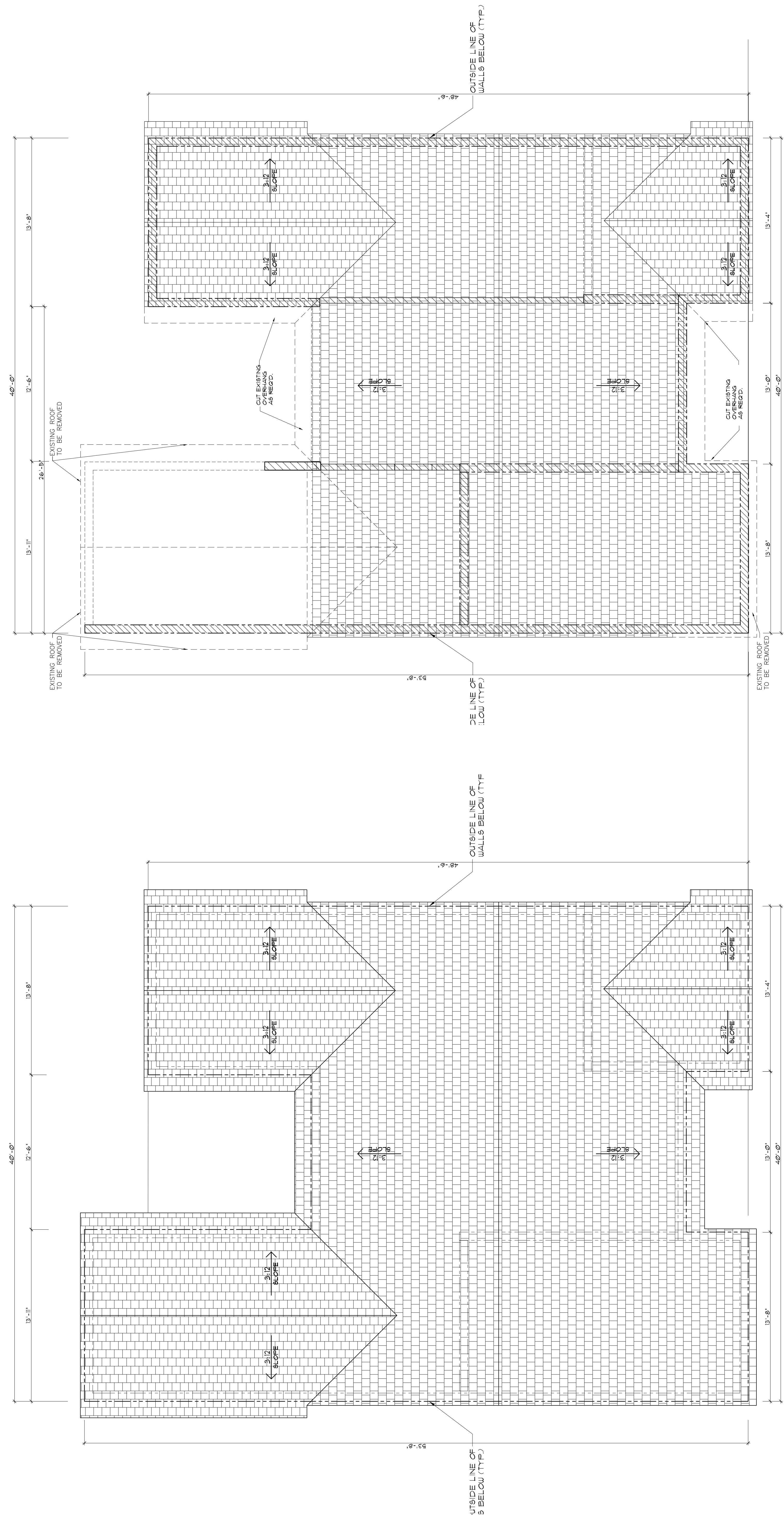
**JCD ARCHITECT INC.**  
**EXT./INT. REMODELING W/ ADDITION**  
 CAROLYN BAUMEL RESIDENCE  
 9173 FROUDE AVENUE  
 SURFSIDE, FLORIDA 33154

**JCD ARCHITECT INC.**  
**Design & Development**  
**LEED ACCREDITED PROFESSIONAL**  
 Architecture  
 Interiors  
 Planning  
 Construction



Job No. \_\_\_\_\_  
 Date \_\_\_\_\_  
 Scale \_\_\_\_\_

Seal  
 AA-26001560  
 Sheet No.  
**A-2**



**EXISTING/DEMOLITION ROOF PLAN**  
 SCALE: 1/4"=1'-0"

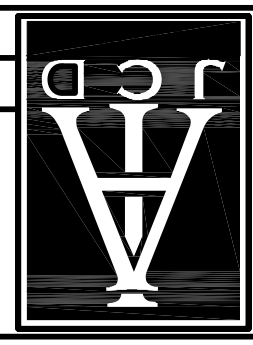
**EXISTING ROOF PLAN**  
 SCALE: 1/4"=1'-0"

Revisions
5.5.22 - 1st ISSUE

**JCD ARCHITECT INC.**  
**EXT./INT. REMODELING W/ ADDITION**  
 CAROLYN BAUMEL RESIDENCE  
 9173 FROUDE AVENUE  
 SURFSIDE, FLORIDA 33154

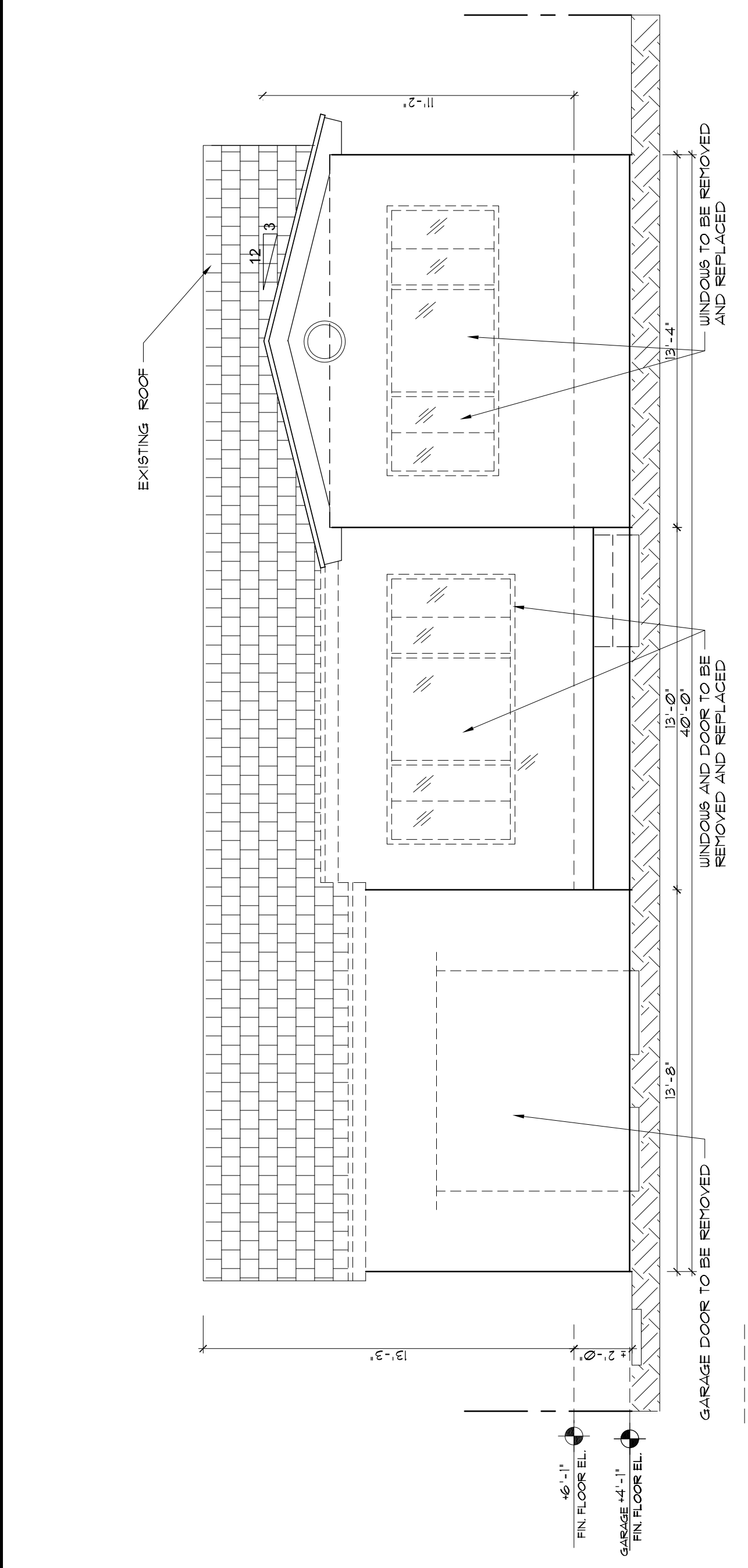
**JCD ARCHITECT INC.**  
**JUAN C. DAVID R.A. 0015344**  
**Design & Development**  
**LEED ACCREDITED PROFESSIONAL**  
 Architecture  
 Interiors  
 Planning  
 Construction

1385 Coral Way, Suite 207 ■ Miami, Florida 33145 ■ Phone: (305) 285-4343 ■ Fax: (305) 285-4330

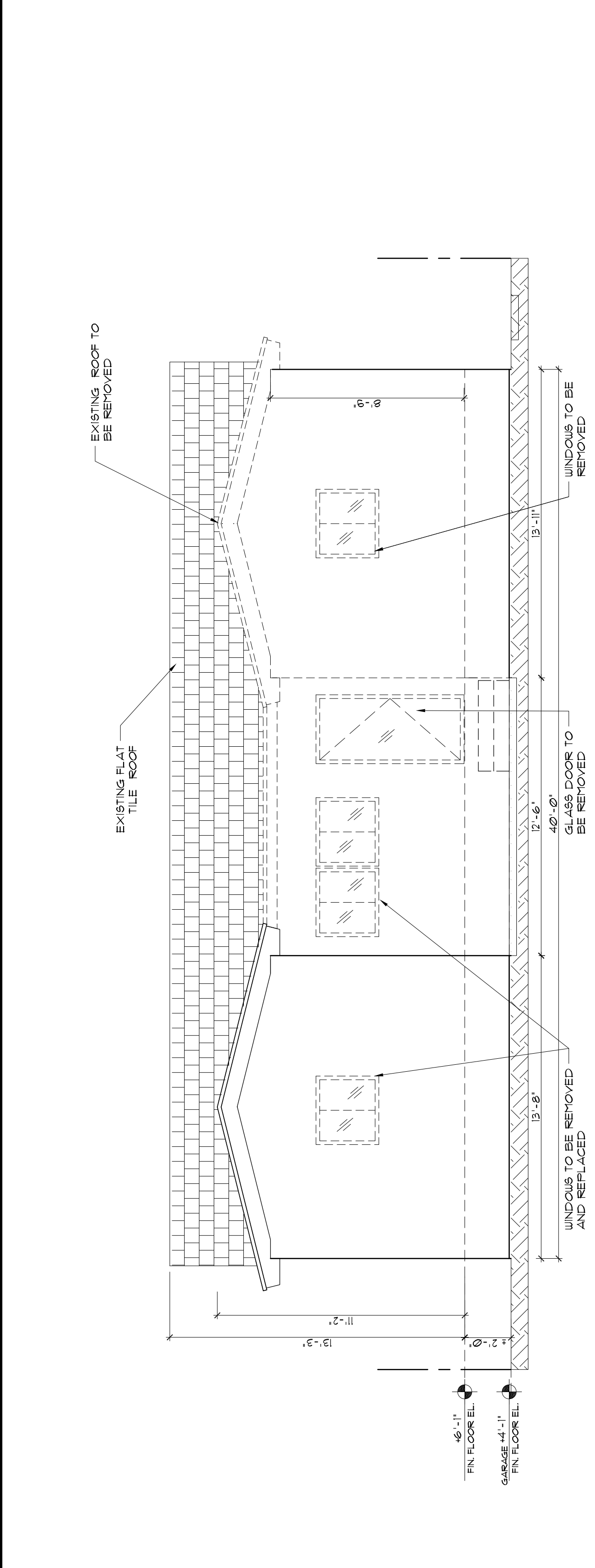


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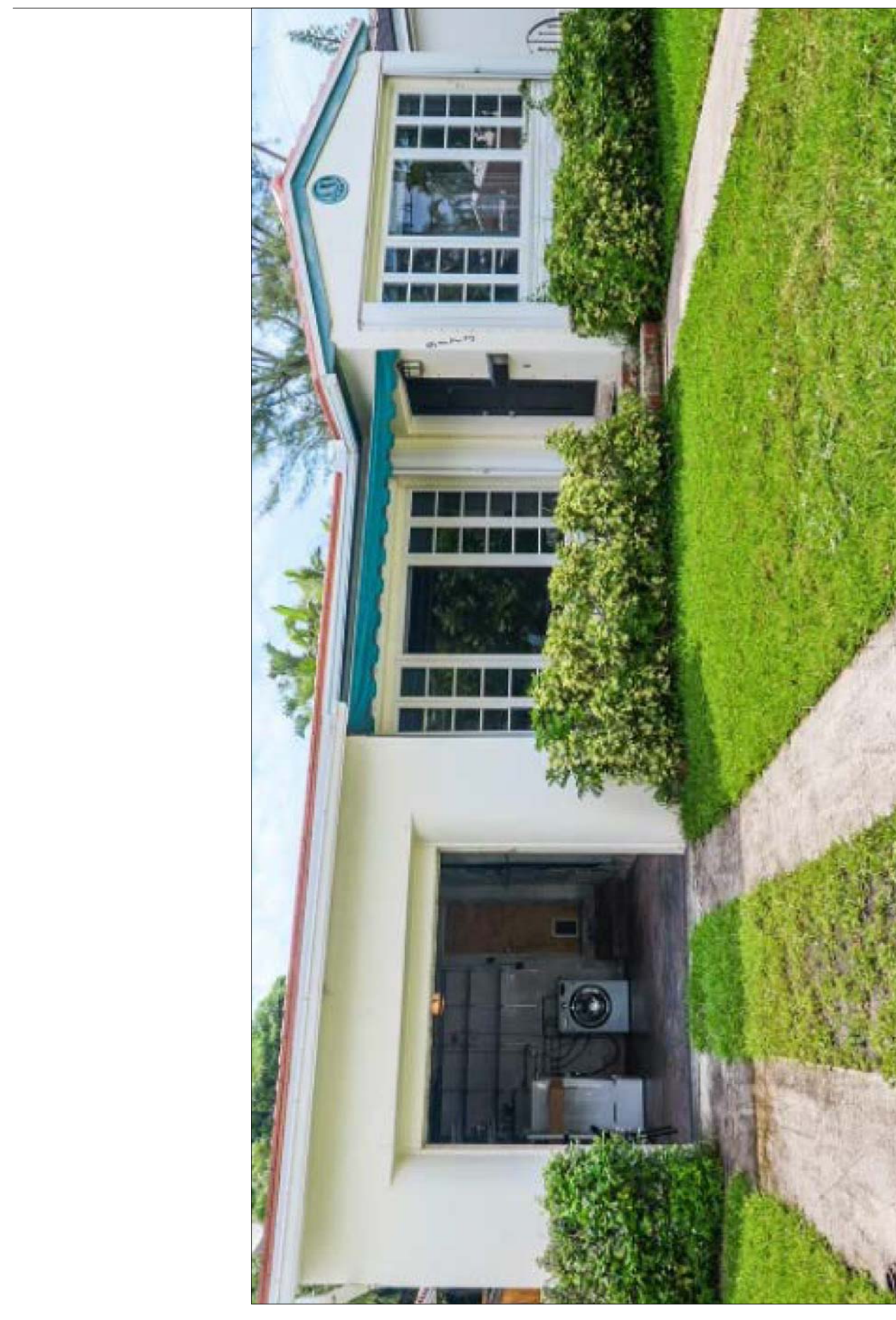
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 Sheet No.  
**A-3**



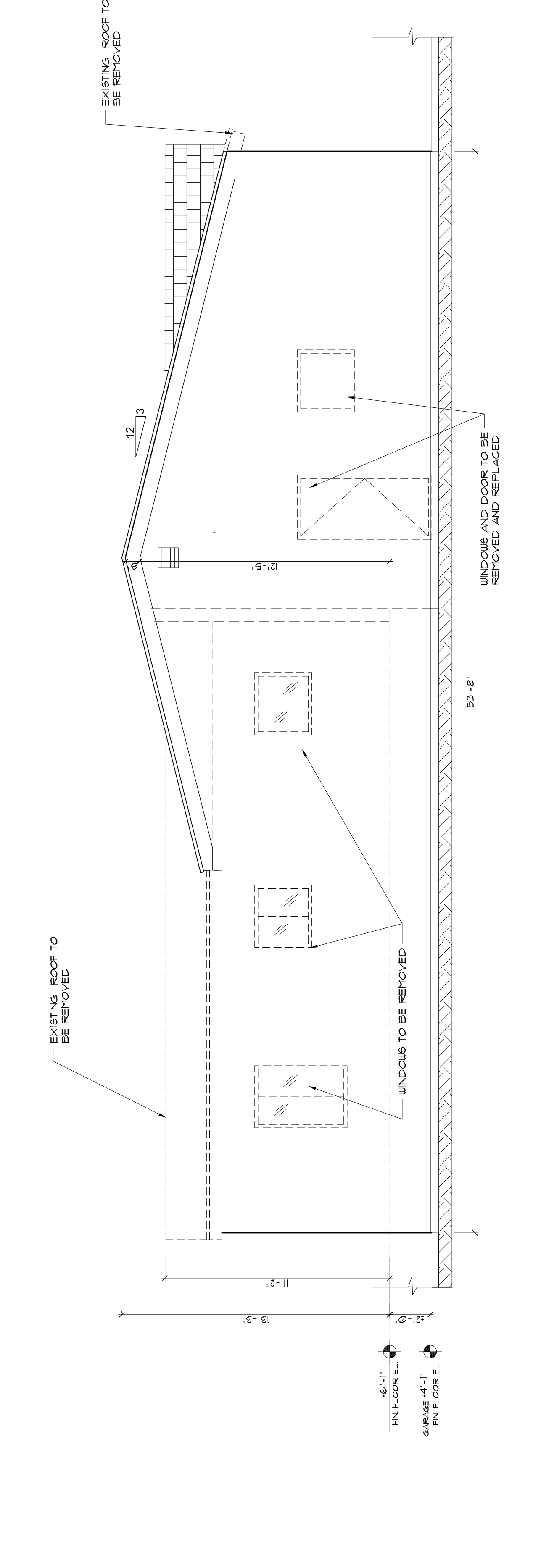
**EXISTING WEST (FRONT) ELEVATION PLAN**  
 SCALE: 1/4" = 1'



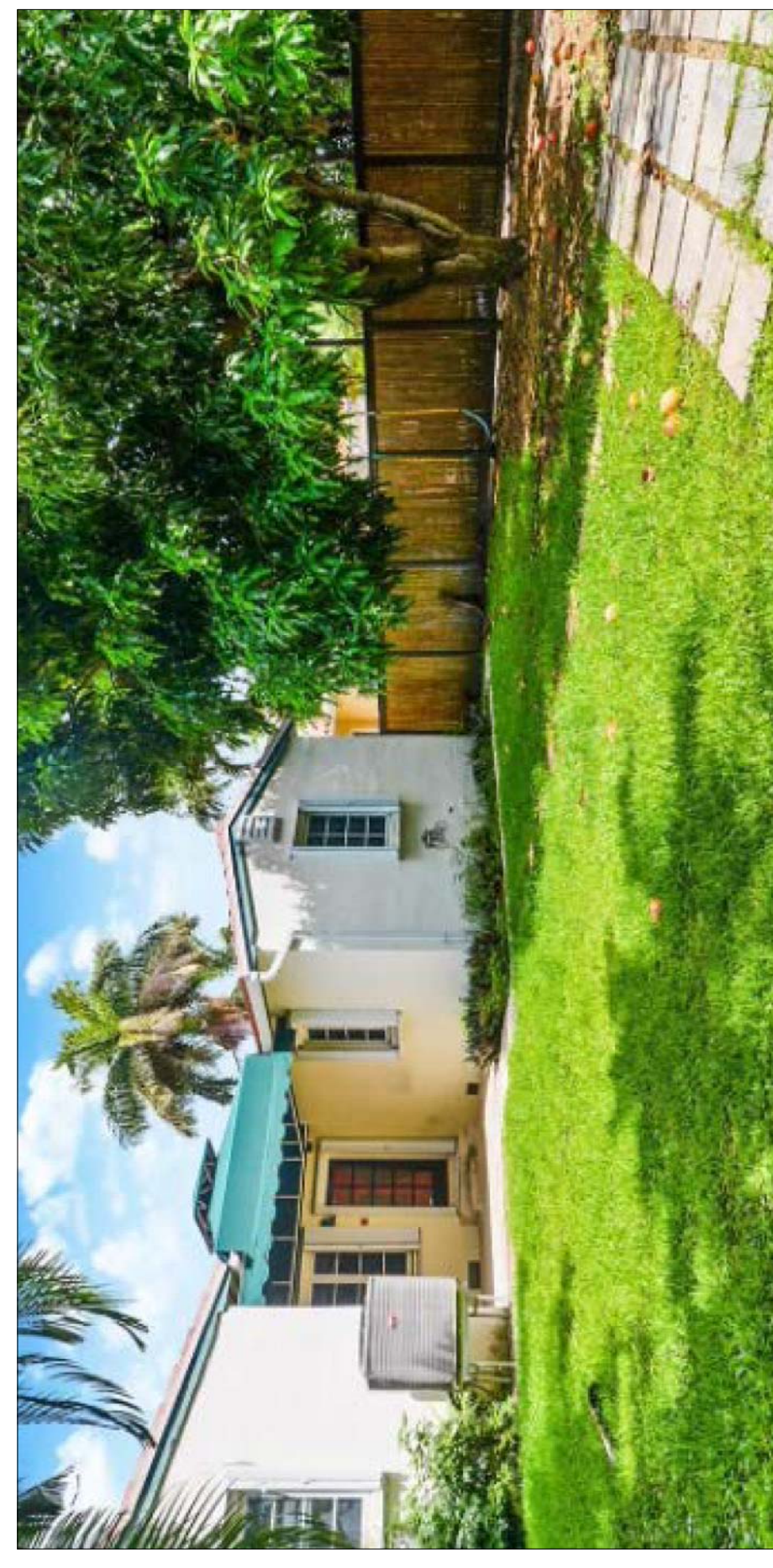
**EXISTING EAST (REAR) ELEVATION PLAN**  
 SCALE: 1/4" = 1'



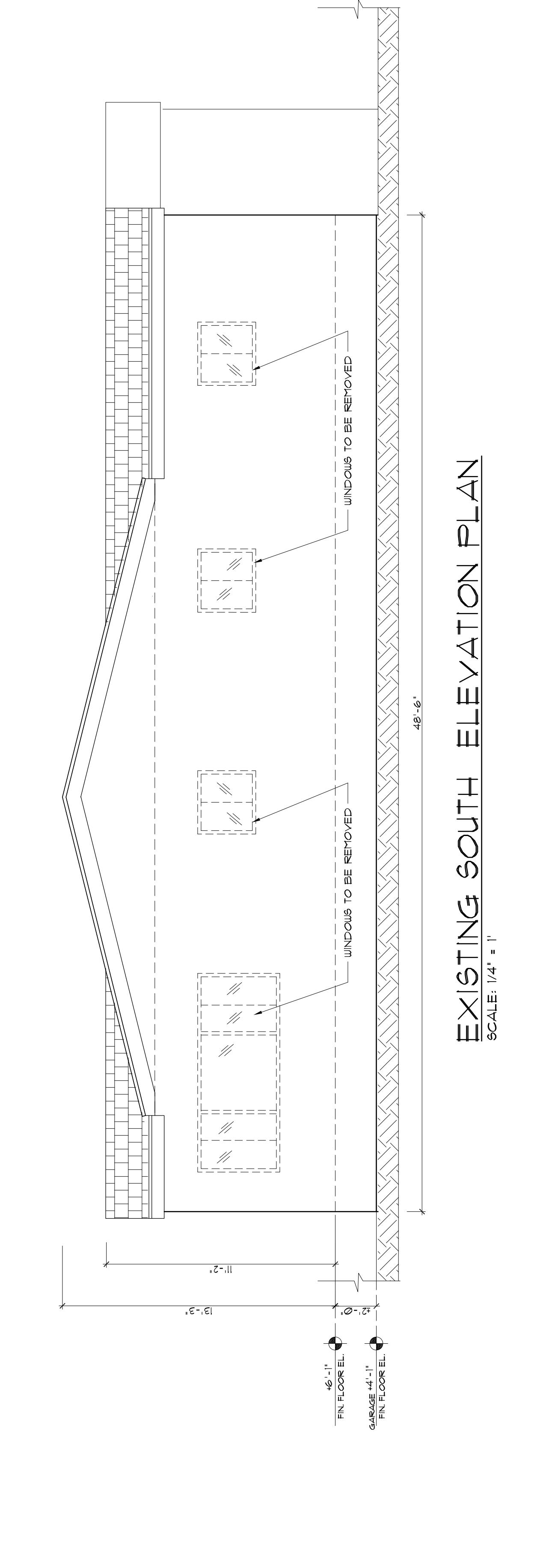
**EXISTING WEST (FRONT) ELEVATION**



**EXISTING NORTH ELEVATION PLAN**  
 SCALE: 1/4" = 1'



**EXISTING EAST (REAR) ELEVATION**



**EXISTING SOUTH ELEVATION PLAN**  
 SCALE: 1/4" = 1'

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**CONSTRUCTION NOTES:**

NOTE 1: GLASSING IN DOORS SHALL BE CATEGORY II SAFETY GLAZING. GLASSING IN SLIDING GLASS DOORS, AS PER FBC R309.41 & 2406.41. GLASSING IN DOORS SHALL BE CATEGORY II SAFETY GLAZING AS PER FBC R309.41 & 2406.41. GLASSING WHERE THE BOTTOM EDGE IS LESS THAN 8' AFF SHALL BE CATEGORY II SAFETY GLAZING AS PER FBC R309.41 & 2406.41. GLASSING IN GUARDS AND RAILINGS INCLUDING STRUCTURAL BALUSTERS PANELS AND NONSTRUCTURAL IN-FILL PANELS, REGARDLESS OF AREA OR HEIGHT SHALL BE CATEGORY II SAFETY GLAZING AS PER FBC R309.41 & 2406.41. GLASSING IN DOORS AND WINDOWS ADJACENT TO LUBES & SHOWER COMPARTMENTS SHALL BE CATEGORY II SAFETY GLAZING AS PER FBC R309.45 & 2406.45. GLASSING IN PARTITIONS ADJACENT TO STAIRWAYS SHALL BE CATEGORY II SAFETY GLAZING AS PER FBC R309.46, R309.41, 2406.46 & 2406.41.

NOTE 2: MINIMUM SIZE EGRESS WINDOW: CLEAR WIDTH AND HEIGHT DIMENSIONS SHALL BE 20 INCHES (508 MM) AND THE MINIMUM CLEAR OPENING WIDTH DIMENSION SHALL BE 20 INCHES (508 MM). THE MINIMUM NET CLEAR OPENING AREA SHALL BE 5.7 SQ FT (532 CM²).

NOTE 3: EXTERIOR DOORS & WINDOWS, ROOF TRUSSES, ROOFING MEMBRANE, AND RAILING UNDER SEPARATE PERMIT.

NOTE 4: DOOR CEILING FINISHES SHALL HAVE A FLAME SPREAD CLASSIFICATION OF NOT GREATER THAN 200 PER FBC 207.0. CEILING FINISHES SHALL HAVE A SMOKE DEVELOPED INDEX NOT TO EXCEED 150 PER AS PER ASTM E-84 OR UL-719 AND FBC 207.1 R209.32 PER AS PER ASTM E-84 OR UL-719 AND FBC 207.1 R209.32.

NOTE 5: INSULATION MATERIAL FACINGS & VAPOR RETARDERS TO HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE DEVELOPED INDEX NOT TO EXCEED 150 AS PER ASTM E-84 OR UL-719 AND FBC 207.1 R209.32.

NOTE 6: WINDOWS AND DOORS LEADING TO ROOF MUST BE INSTALLED WITH AN ALARM TO COMPLY WITH R402.11.5. SEE ALARM NOTE.

NOTE 7: ALL INTERVENING DOORS IN PATH OF EGRESS SHALL BE READILY OPENABLE FROM EGRESS SIDE WITHOUT THE USE OF A KEY, COIN, OR SPECIAL EDGE OR EFFORT TO COMPLY WITH FBC R309.11 AND R402.11.5.

NOTE 8: R301.3 FLOOR ELEVATIONS AT THE REQUIRED EGRESS DOORS, LANDINGS OR FINISHED FLOORS - THE REQUIRED EGRESS DOOR SHALL NOT BE MORE THAN 1/2" INCHES (13 MM) LOWER THAN THE TOP OF THE THRESHOLD.

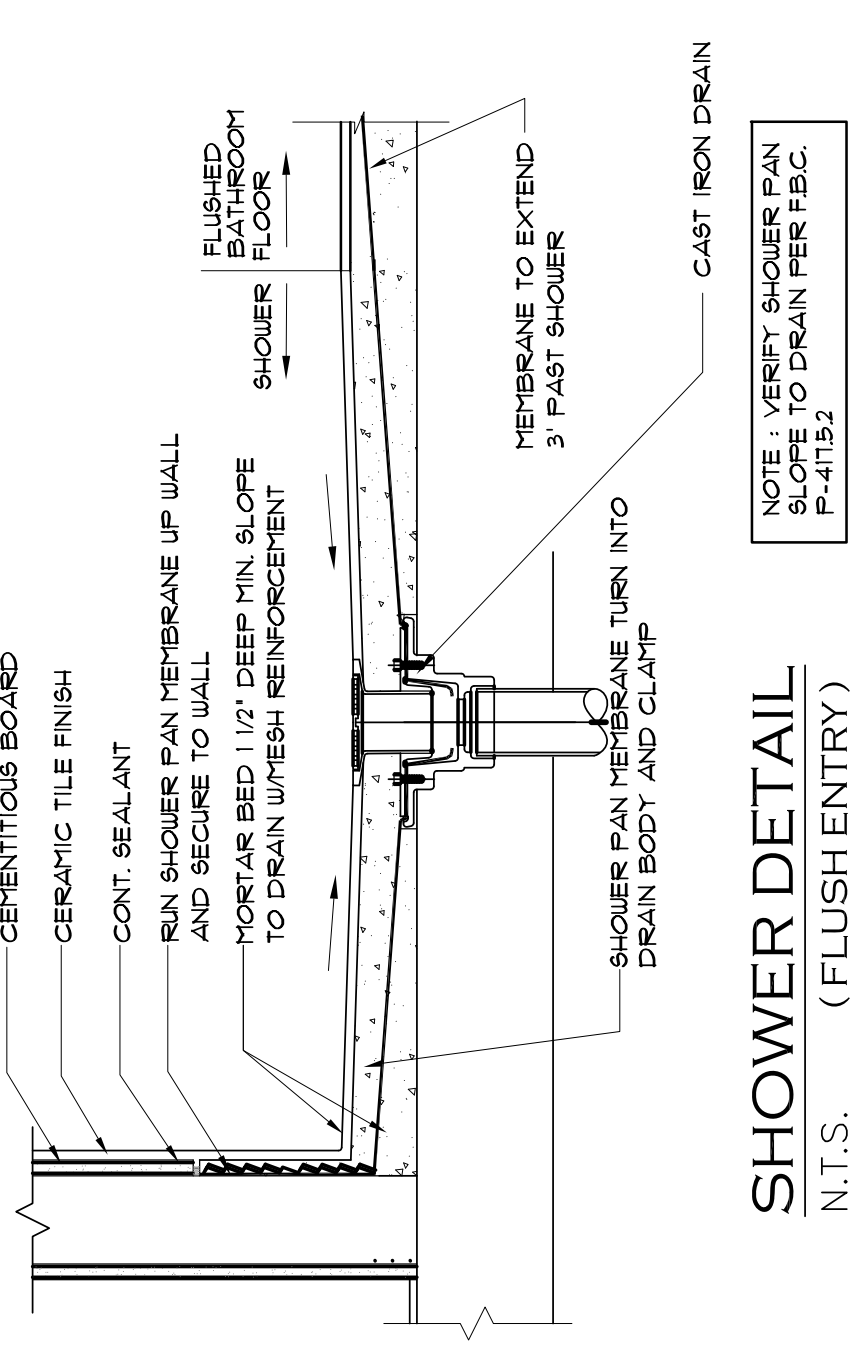
NOTE 9: R301.3 FLOOR ELEVATIONS AT OTHER EXTERIOR DOORS, DOORS OTHER THAN THE REQUIRED EGRESS DOORS SHALL BE PROVIDED WITH LANDINGS OR FLOORS NOT MORE THAN 1/2" INCHES (13 MM) BELOW THE TOP OF THE THRESHOLD.

NOTE 10: EVERY CLOSET DOOR LATCH SHALL BE SUCH THAT CHILDREN CAN OPEN FROM THE INSIDE THE CLOSET. FBC 420.3.12.

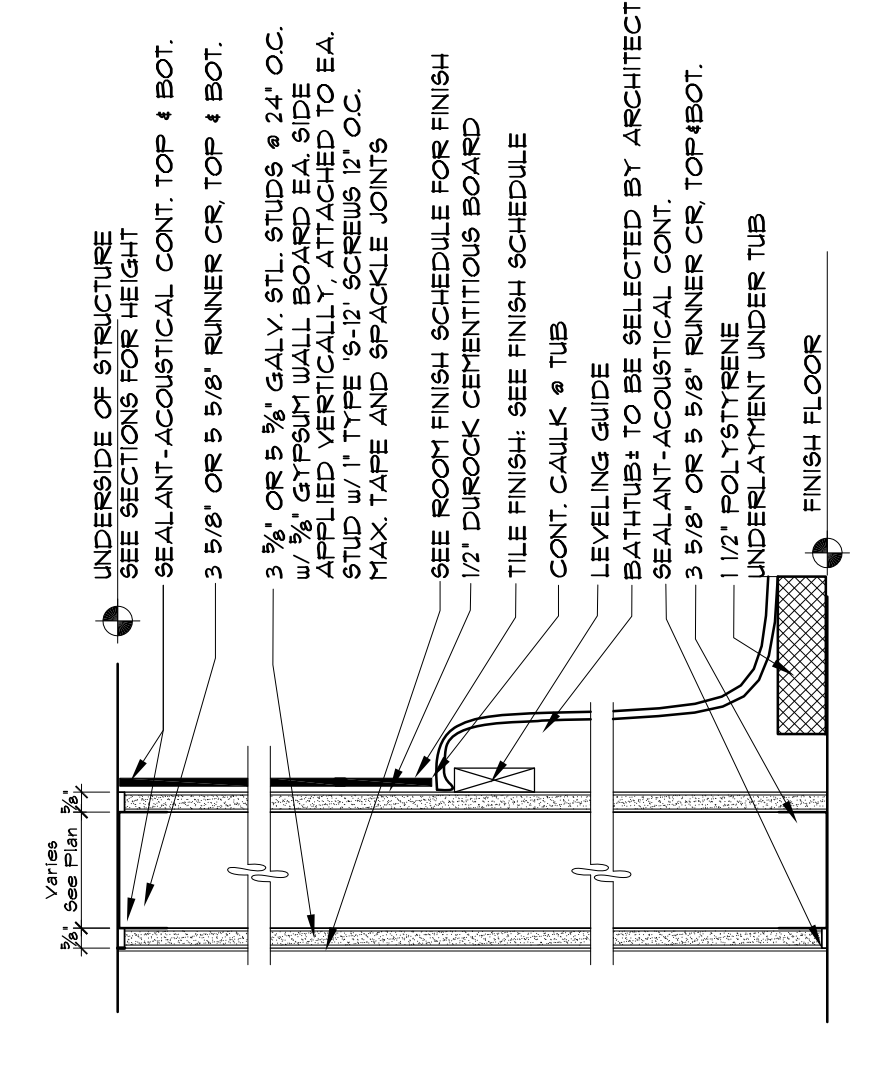
NOTE 11: EXISTING DOORS AND WINDOWS TO BE REMOVED AND REPLACED W/ NEW.

**CONSTRUCTION LEGEND:**

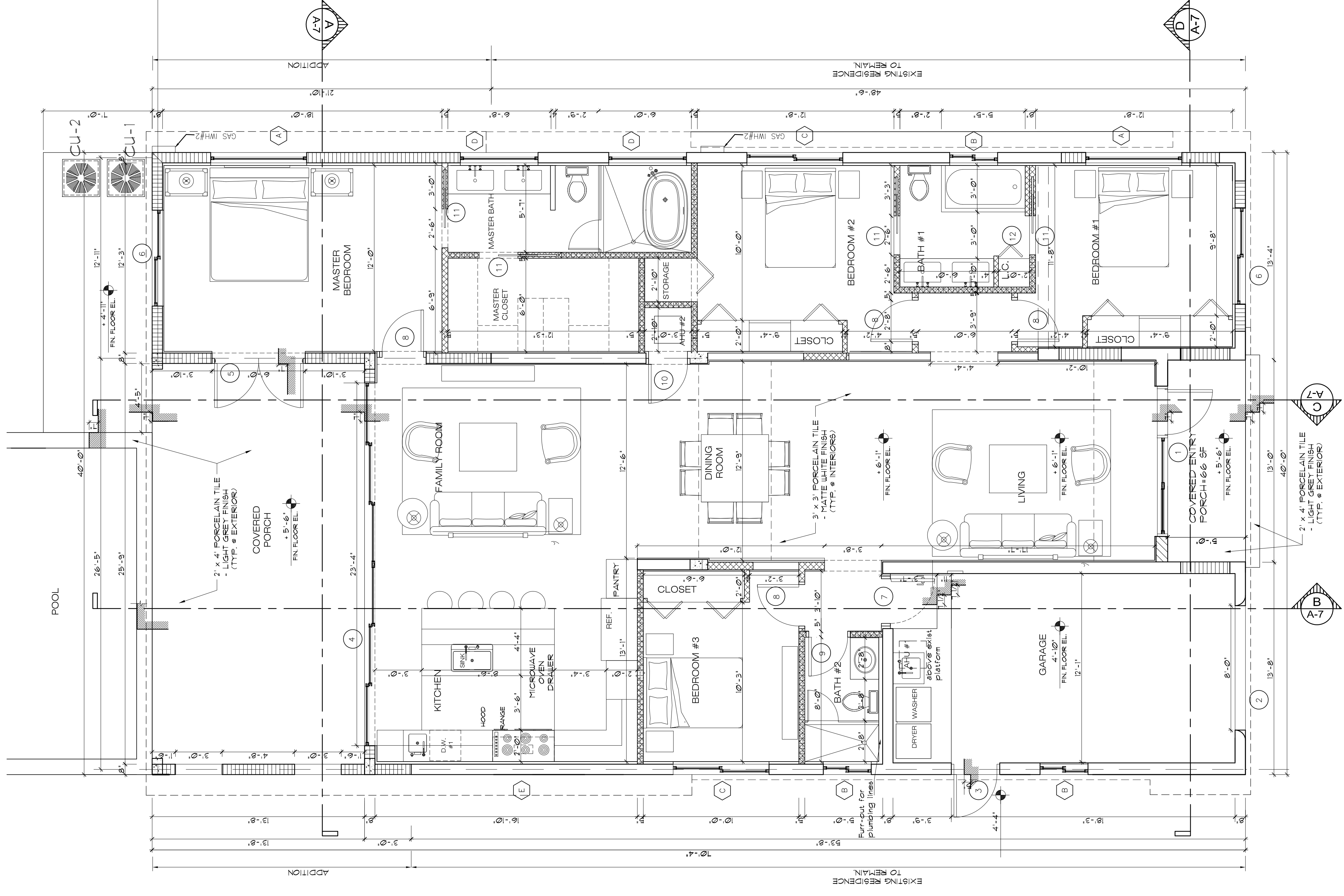
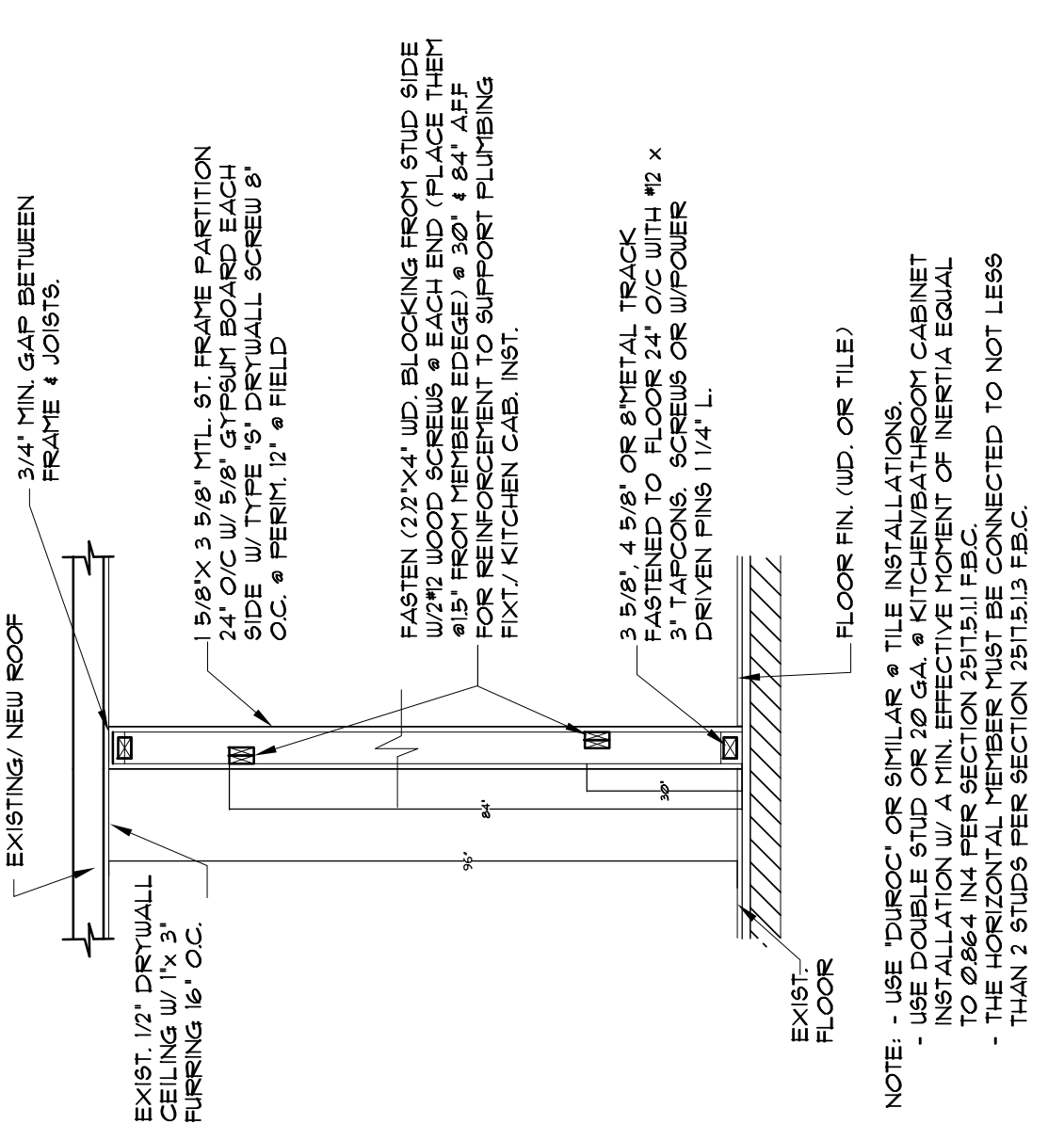
[Pattern]	NEW PARTITION
[Pattern]	NEW PARTITION: 3/4" x 3/4" METAL ST. FRAME PARTITION 24" O.C. w/ 1/2" GYP. BOARD EACH SIDE w/ TYPE 'S' DRYWALL. SCREW # 8 O.C. PERM: 4' x 8' FIELD
[Pattern]	NEW MASONRY WALL: 8" CONC. BLOCK w/ 5/8" STUCCO (EXT.) AND 1/2" GYPSUM WALL BOARD OVER 1/2" FT. FURRING AND OVER 1/2" INSULATION BETWEEN
[Pattern]	INSULATION: EXISTING AND NEW PARTITION WALLS w/ R-11 BATT IN BETWEEN
[Pattern]	EXIST PARTITION
[Pattern]	EXIST MASONRY WALL



**PARTITION TYPE TUB**  
N.T.S.



**TYPICAL PARTITION**  
N.T.S.



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Sheet No. **A-5**

Scale

Date

Job No.



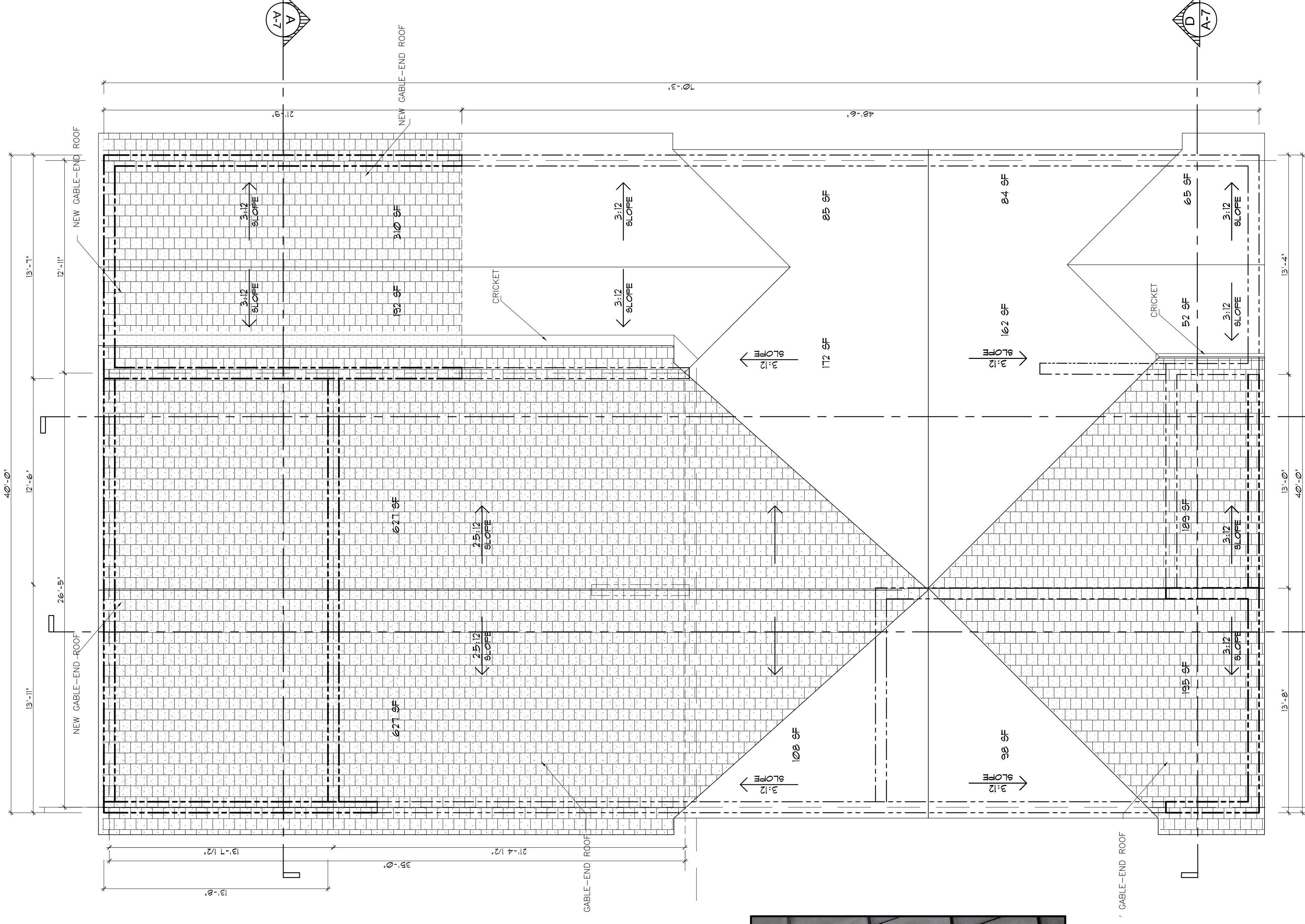
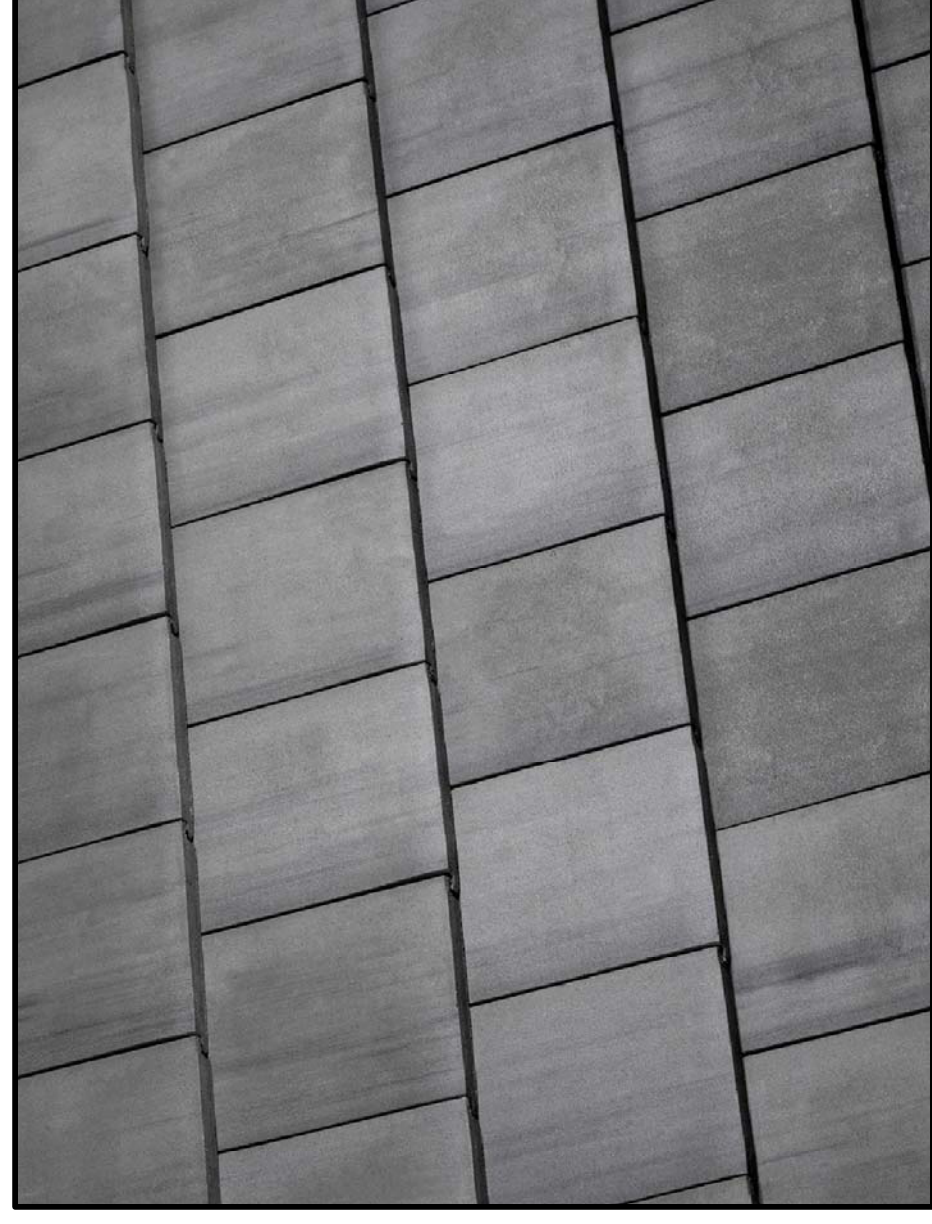
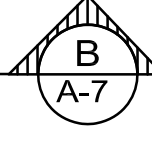
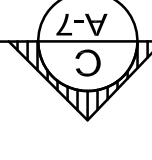
**JCD ARCHITECT INC.**  
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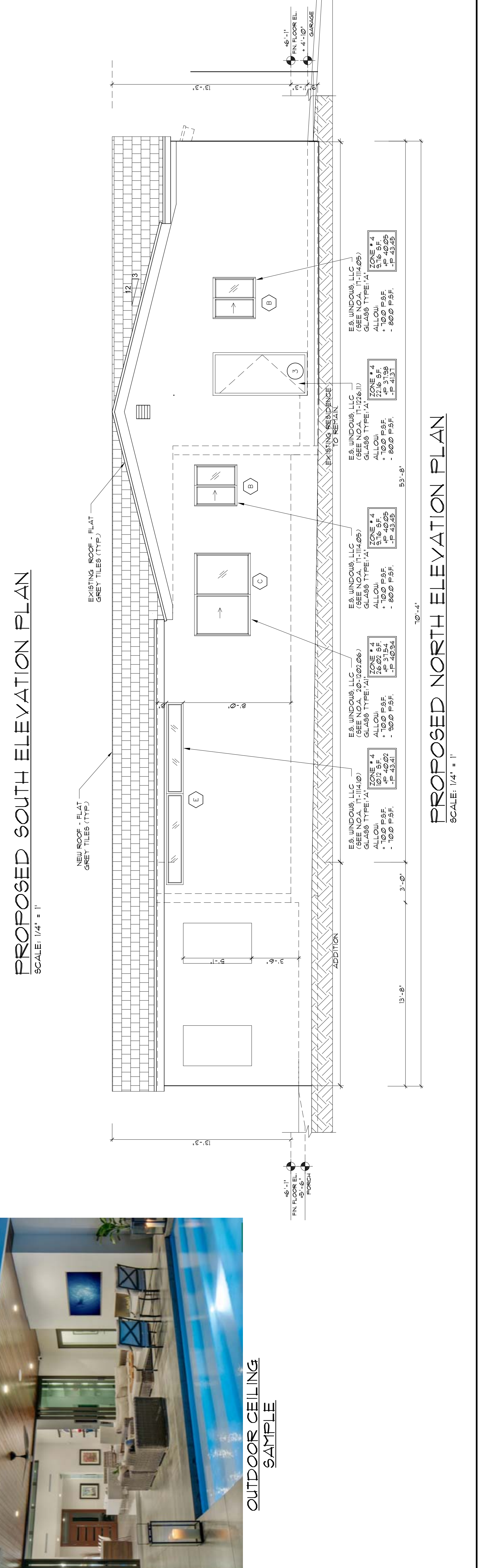
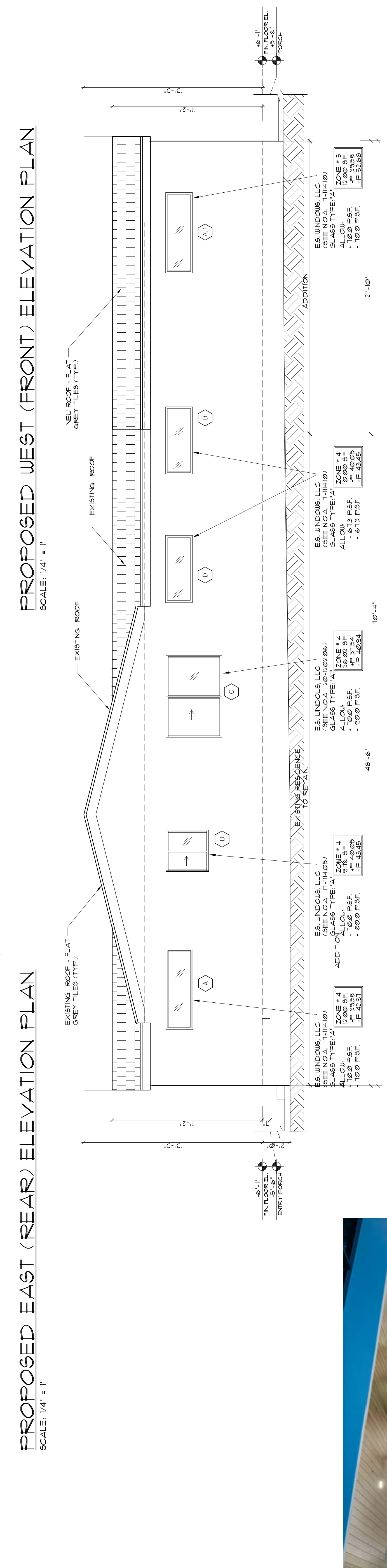
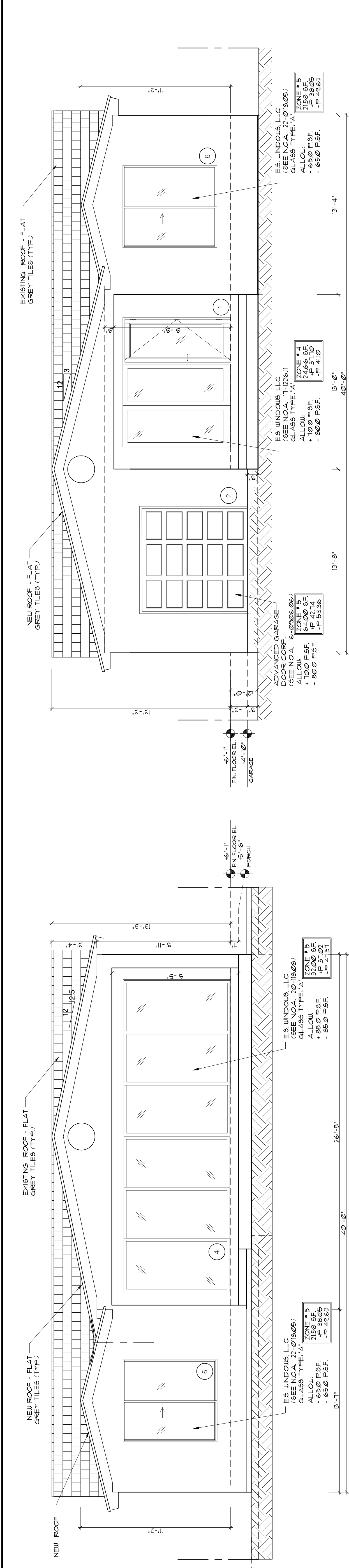
**PROPOSED ROOF PLAN**  
SCALE: 1/4" = 1'-0"



Revisions
5.5.22 - 1st ISSUE

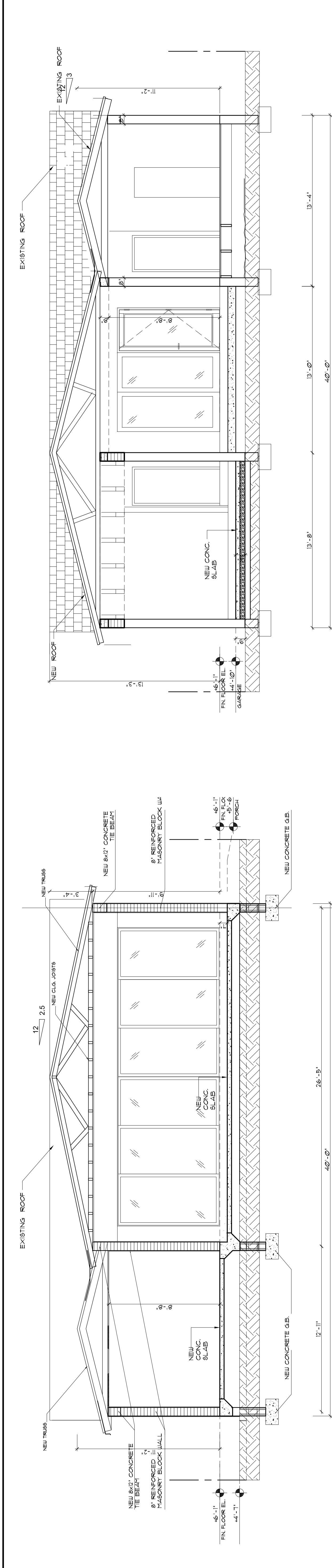
**JCD ARCHITECT INC.**  
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 Sheet No. **A-6**  
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 Job No.  
 Date  
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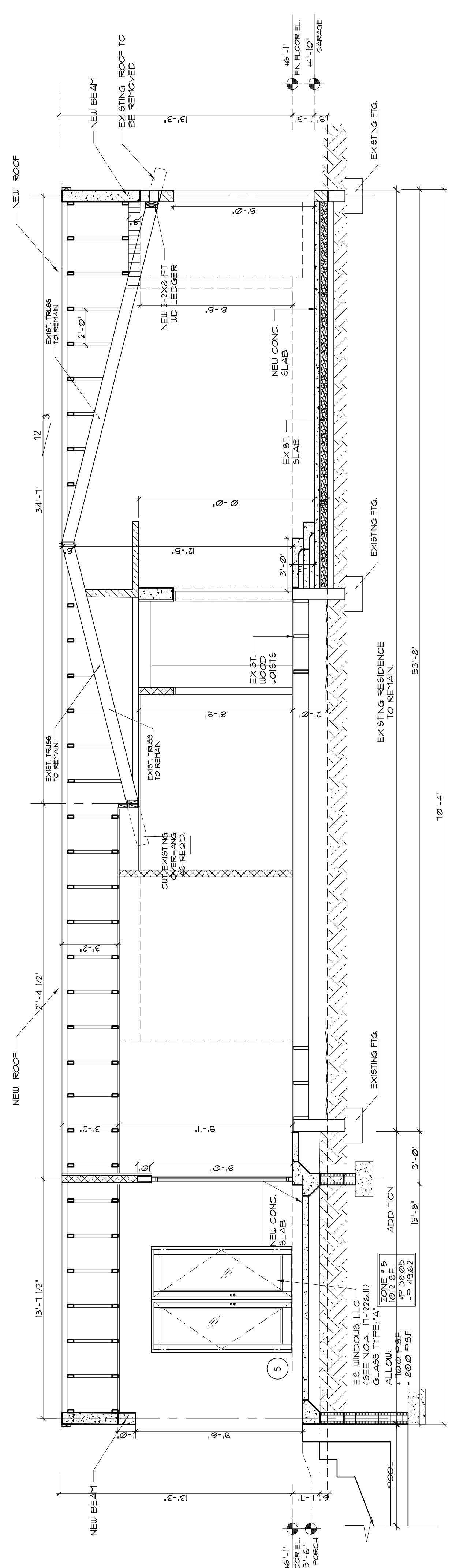
**OUTDOOR CEILING SAMPLE**

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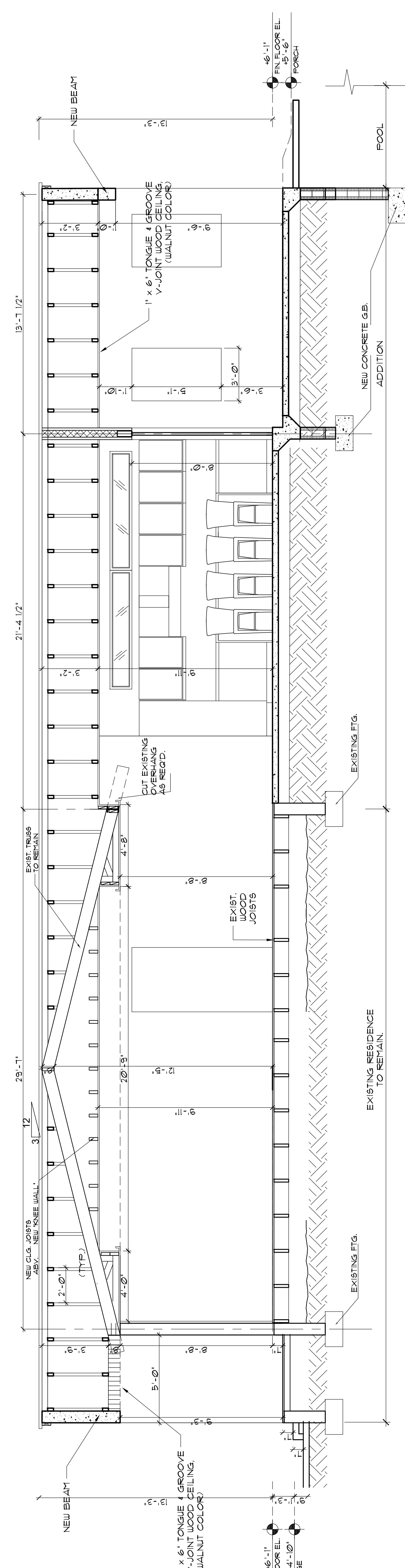


**PROPOSED SECTION "A"**  
SCALE: 1/4" = 1'

**PROPOSED SECTION "D"**  
SCALE: 1/4" = 1'



**PROPOSED SECTION "B"**  
SCALE: 1/4" = 1'



**PROPOSED SECTION "C"**  
SCALE: 1/4" = 1'

**EXT./INT. REMODELING W/ ADDITION**  
 CAOLYN BAUMEL RESIDENCE  
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**JCD ARCHITECT**

Job No.  
 Date  
 Scale

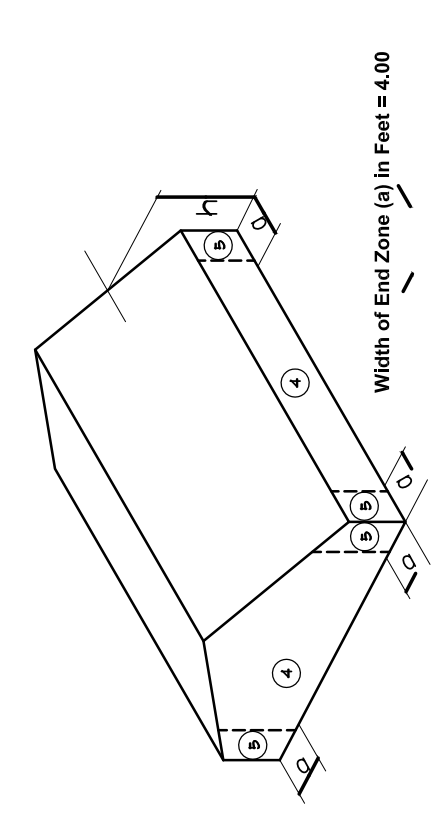
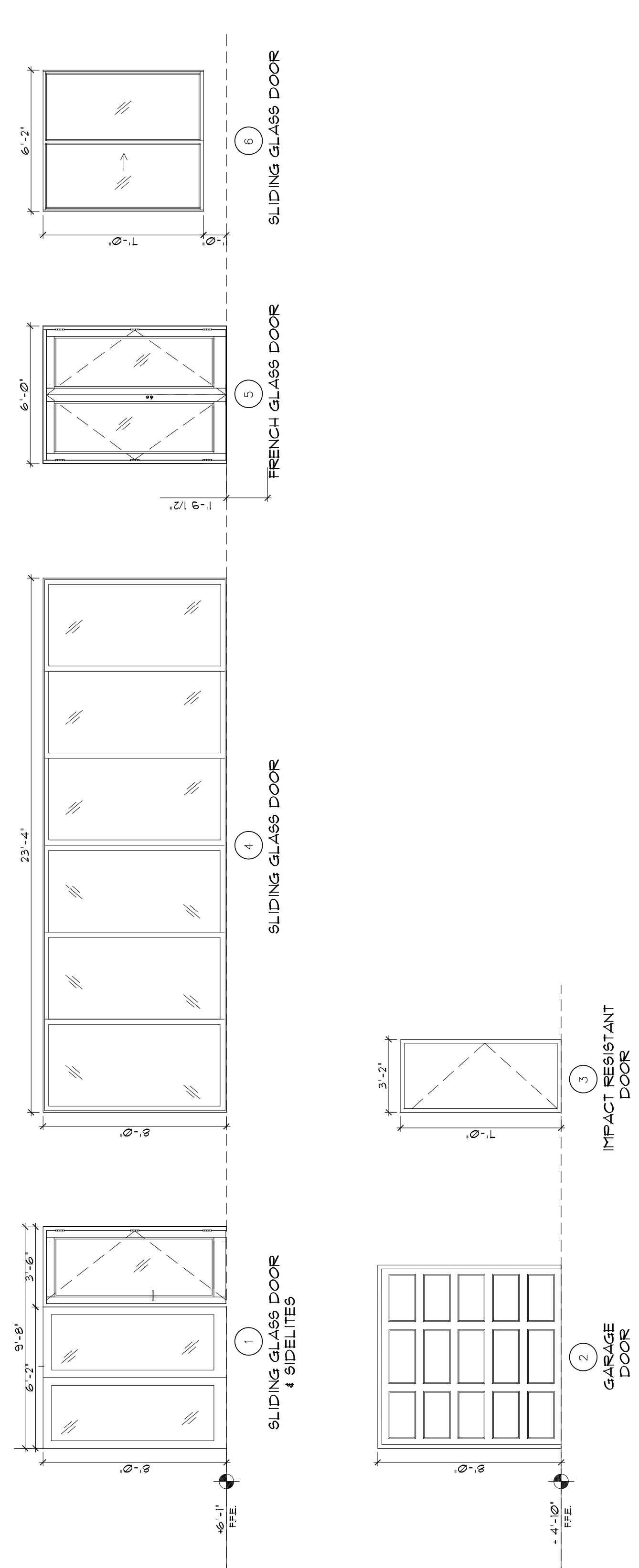
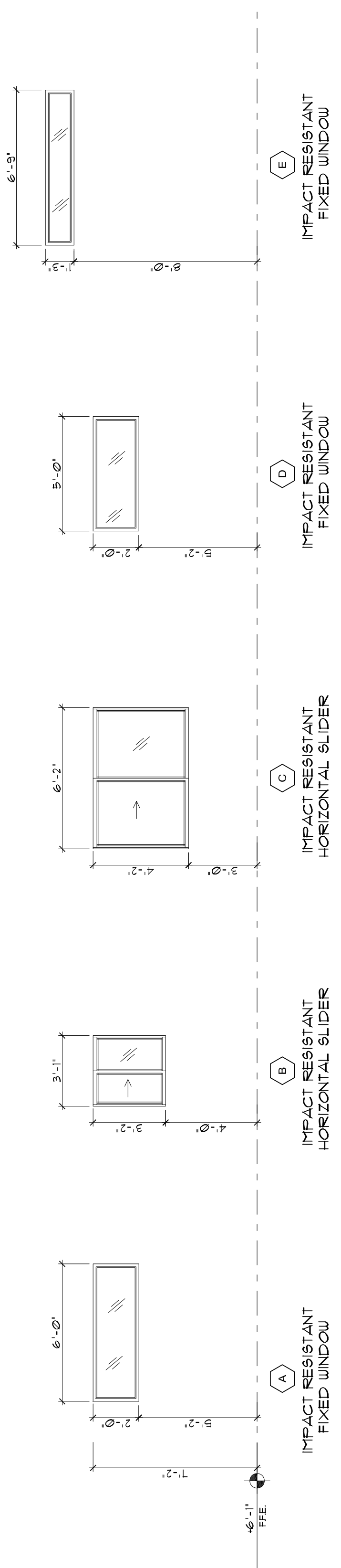
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 AA-26001560  
 Sheet No.  
**A-8**

**WINDOW SCHEDULE**

MARK	WINDOW TYPE	SIZE	TYPE OF GLASS	QTY	SHGC	U-FACTOR	NOTES
A	FIXED WINDOW	7'11" x 24"H	SEE NOA ATTACHED	2 UNITS	0.50	1.08	IMPACT WINDOW (SEE NOA ATTACHED * 11-114.10)
B	HORIZONTAL SLIDER	3'11" x 38"H	SEE NOA ATTACHED	3 UNITS	0.50	1.08	IMPACT WINDOW (SEE NOA ATTACHED * 11-114.05)
C	HORIZONTAL SLIDER	14'11" x 50"H	SEE NOA ATTACHED	2 UNITS	0.50	1.08	IMPACT WINDOW (SEE NOA ATTACHED * 20-1207.06)
D	FIXED WINDOW	6'0"11" x 24"H	SEE NOA ATTACHED	2 UNITS	0.50	1.08	IMPACT WINDOW (SEE NOA ATTACHED * 11-114.10)
E	FIXED WINDOW	8'11" x 15"H	SEE NOA ATTACHED	2 UNITS	0.50	1.08	IMPACT WINDOW (SEE NOA ATTACHED * 11-114.10)

**DOOR SCHEDULE**

MARK	QTY	WIDE	HIGH	THICK	TYPE	MTL.	THOLD	SHGC	U-FACTOR	REMARKS
1	1	3'-6"	8'-0"	1 3/4"	SWINGING	ALUM.	---	---	---	EXTERIOR, HINGE LEFT
2	2	3'-11"	8'-0"	1 3/4"	SIDELITE	ALUM.	---	---	---	EXTERIOR
3	1	8'-0"	8'-0"	1 5/8"	GARAGE DOOR	METAL	---	---	---	EXTERIOR
4	1	3'-2"	1'-0"	1 5/8"	SWINGING	ALUM.	---	---	---	EXTERIOR, HINGE LEFT
5	1	23'-4"	8'-0"	1 5/8"	SLIDING GLASS DOOR	ALUM.	---	---	---	EXTERIOR (6 PANELS)
6	1	6'-0"	8'-0"	1 5/8"	FRENCH DOOR	ALUM.	---	---	---	EXTERIOR
7	2	6'-2"	1'-0"	1 5/8"	SLIDING GLASS DOOR	ALUM.	---	---	---	EXTERIOR



**FLORIDA BUILDING CODE, 2020**  
**DESIGN PRESSURES FOR COMPONENTS & CLADDING**  
 (VERSION 1.02)

BUILDING DATA		JOB INFORMATION	
Wind Velocity (mph)	175	Company	JCD ARCHITECT, INC.
Exposure Category	C	Prepared By	Employee
Directionality Factor (Kd)	.85	Client Name	CAROLYN BAUMEL
Mean Roof Height (ft)	10.66	Job Description	ADDITION & INTERIOR REMODELING
Building Width (ft)	15.16	Job Number	9174390837
Building Length (ft)	13.26		
Roof Slope (X:12)	3.00		

OPENING MARK	OPENING DESCRIPTION	LOCATION ZONE	OPENING ELEV. (ft)	OPENING WIDTH (Inches)	OPENING HEIGHT (Inches)	MAXIMUM POSITIVE PRESSURE (psf)	MAXIMUM NEGATIVE PRESSURE (psf)
A	TYPICAL WINDOW	4	5.00	72.0	24.0	39.58	-42.97
A.1	TYPICAL WINDOW	5	5.00	72.0	24.0	39.58	-52.68
B	TYPICAL WINDOW	4	5.00	37.0	38.0	40.05	-43.45
C	TYPICAL WINDOW	4	5.00	74.0	51.0	37.54	-40.94
D	TYPICAL WINDOW	4	5.00	60.0	24.0	40.05	-43.45
E	TYPICAL WINDOW	4	5.00	81.0	18.0	40.02	-43.41
1	TYPICAL DOOR	4	5.00	42.0	96.0	37.64	-41.03
	SIDELITE (2)	4	5.00	37.0	96.0	37.70	-41.10
2	GARAGE DOOR	5	5.00	96.0	96.0	35.22	-43.96
3	TYPICAL DOOR	4	5.00	38.0	84.0	37.08	-41.37
4	TYPICAL DOOR	5	5.00	48.0	96.0	37.02	-47.57
5	TYPICAL DOOR	5	5.00	72.0	96.0	35.97	-45.46
6	TYPICAL DOOR	5	5.00	74.0	84.0	38.05	-49.62

**WALL OPENINGS**





**824 FROUDE AVE. & 92 ST.**  
( +/--15'-8" OVERALL HEIGHT )



**9181 FROUDE AVE**  
( +/--16'-0" OVERALL HEIGHT )



**\*9173 FROUDE AVENUE**  
( +/--15'-3" OVERALL HEIGHT )



**9165 FROUDE AVE**  
( +/--16'-0" OVERALL HEIGHT )

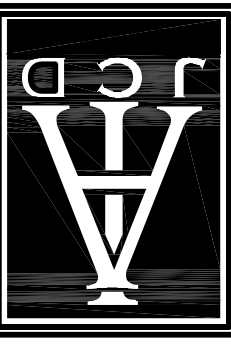


**9157 FROUDE AVE**  
( +/--15'-6" OVERALL HEIGHT )

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Date \_\_\_\_\_  
Scale \_\_\_\_\_

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Sheet No. **A-9**

**EXT./INT. REMODELING W/ ADDITION**  
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**Town of Surfside  
Town Commission Workshop  
MINUTES  
June 14, 2022  
5:00 PM  
Commission Chambers**

**1. Opening**

**1.A Call to Order**

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

**1.B Roll Call of Members**

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

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

Absent: Commissioner Nelly Velasquez.

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

**1.C Pledge of Allegiance**

Chief Torres provided the pledge of allegiance.

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

**2.A Budget Workshop, Discussion, and Direction for the FY 2023 Budget -**

Andrew Hyatt, Town Manager

Assistant Town Manager Greene provided a presentation with the budget information provided in the agenda which includes Property Value and Millage Summary, Summary of Program Modifications and Capital Outlay, and Program Modifications and Capital Expenditure/Outlay Requests.

The following individual from the public spoke:

George Kousoulas stated that what is needed is an additional planner to assist Town Planner Walter Keller.

Mayor Danzinger stated that they will go item by item and if there are any concerns

by the Commission they can discuss it then.

Assistant Town Manager Greene continued with the budget presentation.

Mayor Danzinger asked for a breakdown of the salary and fringe benefits.

Assistant Town Manager Greene explained the breakdown for the additional position for Human Resources. He stated that it consists of federal taxes, pension contributions and the rest is made up of different insurances which the biggest chunk is health insurance. He stated that they budget the family level of the most expensive plan.

Commissioner Landsman asked Town Planner Keller what his opinion is regarding the additional planner position and the level of experience this individual would need to have in order to work with him.

Town Planner Keller stated that he works at the pleasure of the Commission and there is a lot of work in Town and Surfside as a whole.

Commissioner Meischeid stated that she feels that the most appropriate position would be a junior planner position. She stated that this position would handle most of the routine work so that Mr. Keller would not have to handle those. She asked for his opinion.

Town Planner Keller stated that a position like that would help.

Vice Mayor Rose stated that possibly for the Town Manager to work with Town Planner Keller to determine if he will be staying that way they know what type of position they are looking at hiring.

Assistant Town Manager Greene stated that at this time there is no desire to get rid of Marlin Engineering. He explained what the new person would be handling.

Consensus was reached to keep the extra position of a junior town planner but the contract with Marlin Engineering would come back to the Commission as appropriate.

Assistant Town Manager Greene continued with the presentation and spoke regarding the funding for the rewrite of the design review guidelines.

Vice Mayor Rose stated that many Planning and Zoning Board members are happy that this will be done.

Commissioner Meischeid agrees that this needs to be done.

Mayor Danzinger spoke regarding the design review guideline and it needs to be done properly and allow room for creativity.

Consensus was reached to move forward with this and once it comes back to the Commission they can give proper direction to the Town Planner before they get

started on it.

Town Attorney Arango stated that it should go to the Planning and Zoning Board, they would review and make any further recommendations and then it would come back to the Town Commission.

Assistant Town Manager Greene continued with the presentation as it pertains to the comprehensive plan.

Mayor Danzinger asked if this is required by the State.

Town Planner Keller responded to the Commission's questions and explained the process, deadlines and what has to be in the comprehensive plan.

Assistant Town Manager Greene continued with the presentation as it pertains to the CTS memorial and provided a summary of the process.

Consensus was reached to move forward with both items.

Assistant Town Manager Greene continued with the presentation and spoke regarding the code compliance division body worn cameras.

Mayor Danzinger asked regarding the funding for this item.

Consensus was reached on both items.

Assistant Town Manager Greene continued with the presentation and stated this is a one time cost for the integrated CAD system which is needed. He stated that the current system is over 40 years old. He stated this will be a one time implementation cost and the annual cost would be approximately \$65,000 a year. This is the number one priority for the Police Department.

Vice Mayor Rose stated that this Commission will come through for the residents and staff and this Commission will not push things down the road. He stated that if things need to be replaced then it needs to get done.

Commissioner Meischeid agrees.

Commissioner Landsman agrees and he stated that he has heard that prior Commissions were not approachable to invest in the equipment and services needed. He stated that the public needs to know that they will make the investments that will bring better services to the residents.

Consensus was reached to move forward with this item.

Assistant Town Manager Greene continued with the presentation and spoke regarding the firearm ammunition.

Consensus was reached to move forward.

Assistant Town Manager Greene continued with the presentation spoke regarding \$10,000 for the dog park to refresh it. That will include new furniture and sod.

Commissioner Landsman asked if artificial turf would be an alternative material surface and it would last longer than the standard turf and if that would be a recommendation.

Assistant Town Manager Greene stated that they will work with the Parks and Recreation Department to explore alternative turf material that complies with the Code.

Parks and Recreation Director Milian addressed the comments made by the Commission regarding the sod at the dog park.

Further discussion took place regarding possible alternatives for the sod for the dog park.

Assistant Town Manager Greene continued with the presentation regarding the soccer field and stated that the 96th Street Park will be under construction soon and if they are going to have a soccer program they will need to do this.

Assistant Town Manager Greene continued with the presentation regarding the restart of the umbrellas and beach chairs for the residents behind the Community Center. He stated that this is something that should be outsourced. He stated the cost estimate for the luxury beach chairs for 50 chairs and 25 umbrellas and storage of those chairs and umbrellas. He stated this will be funded out of the Tourist Resort Funds.

Mayor Danzinger asked if they are monster chairs or regular chairs.

Assistant Town Manager Greene stated they are luxury chairs.

Mayor Danzinger spoke regarding the cost and location of the chairs.

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

Commissioner Landsman asked if the amount of chairs is too little or too much.

Parks and Recreation Director Milian stated that they did an estimate and they felt that going with 50 was a good number to start. He addressed the comments made by the Commission.

Vice Mayor Rose stated that to start with 50 chairs is a good amount and then see if they need more.

Assistant Town Manager Greene addressed the comments made and spoke regarding storage.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding replacing the carpet area in the Community Center and it will be replaced with heavy duty laminate.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding radios for the Aquatics Division at the Parks and Recreation Department. This is a one time expense and coming from the Tourist Fund.

Mayor Danzinger asked if the radios are direct and wanted to make sure they were getting something appropriate for the price.

Parks and Recreation Director Milian stated it is direct.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the full-time Building Inspector and currently they have part-time inspectors.

Mayor Danzinger stated that they do want to move it forward and spoke again regarding the 54% of benefits.

Commissioner Landsman asked if this is sufficient for the Building Official.

Assistant Town Manager Greene stated that the Building Official would be the backup.

Commissioner Meischeid asked if only one person would be enough.

Assistant Town Manager Greene explained that some will be allowed to use their own private company for inspections and explained the process.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the resurfacing of Harding Avenue and the valve adjustments for water and sewer.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding sanitary sewer and infiltration analysis study and it is required by the State and Miami Dade County.

Assistant Town Manager Greene continued with the presentation regarding a new Parking Enforcement Officer.

Mayor Danzinger asked if they could put a hold on this since they are going to be discussing the automated parking lots.

Consensus was reached to put a hold on the new Parking Enforcement Officer until they determine if they will be moving forward with automated parking lots.

Assistant Town Manager Greene continued with the presentation regarding the bullet proof vests.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the handheld radios for the Police Department.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding improvements to the walking paths, increase landscaping and removing the invasive.

Discussion took place among the Commission regarding contribution by other buildings and there being no shade on the walking paths.

Mayor Danzinger asked if they could defer this item to see if they could obtain funding from other means or move forward with this.

Assistant Town Manager Greene stated they could look for grants.

Consensus was reached to move this item to FY 2024 budget.

Assistant Town Manager Greene continued with the presentation and spoke regarding a capital project of converting the hard pack.

Consensus was reached to leave it with the green.

Assistant Town Manager Greene continued with the presentation regarding the replacement and addition of equipment on the Hawthorne Tot Lot.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the kayak launch at 96th street end.

There was no consensus to move forward. Mayor Danzinger and Vice Mayor Rose were in favor while Commissioner Meischeid and Commissioner Landsman would like more information before moving forward.

Assistant Town Manager Greene continued with the presentation regarding water tot lot/water play structure to replace the sand dollar in the water tot lot.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the

heater for the tot lot pool in the Community Center.

Mayor Danzinger stated that there needs to be a solution so the water is not so cold.

Parks and Recreation Director Milian stated this is not a best practice and could not find one in Dade County or in Broward County. He stated that it is basically throwing money away and explained the cost.

Assistant Town Manager Greene continued with the presentation regarding the tennis center.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding bus shelter ADA improvements and funding will come out of the Transportation Fund.

Mayor Danzinger asked regarding how old the shelters are and the federal requirements and why it is being addressed now.

Public Works Director Gomez addressed the comments made by Mayor Danzinger and the cost is the reason why they are addressing it now.

Commissioner Meischeid spoke regarding the bus shelters and garbage cans sticking out as well as the Fendi building.

Further discussion took place among the Commission regarding the replacement of the bus shelters and cost involved.

Consensus was reached to approve as is and then come back if they need changes.

Assistant Town Manager Greene continued with the presentation regarding Byron Avenue traffic calming.

Mayor Danzinger is not ready to move forward with this and the problem is not situated on that street but is Town wide. He prefers to spend the money to do a more comprehensive plan.

Vice Mayor Rose agrees with the Mayor and is good deferring this.

Consensus was reached to defer this item.

Assistant Town Manager Greene continued with the presentation regarding the manhole rehabilitation program and it needs to be repaired.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the Collins Avenue watermain project and they need to move this along for the \$340,000 for FY23 and will be funded through a grant that they were awarded for 2/3 and it will be funded through state and federal grant funding.



Mayor Danzinger asked if they have accounted with the development orders in place.

Assistant Town Manager Greene stated that they have discussed the development orders in place and that funding is accounted for in this project.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the parking program as requested by the Mayor. He stated that Administration is not recommending moving forward with this at this moment.

Vice Mayor Rose is comfortable with leaving it on until they determine what their parking rates will be.

Mayor Danzinger spoke regarding using Tourist Resort funding for this item. He spoke regarding parking enforcement not being the solution to the problem. He stated he would like something more modern that will allow them to recoup more revenue.

Consensus was reached to keep this on.

Police Chief Torres spoke regarding the validation of parking and it would be installing a gate.

Consensus was reached to discuss this further in July.

Assistant Town Manager Greene continued with the presentation regarding the funding for the Abbott Avenue Drainage project.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the vehicular fleet management.

Mayor Danzinger asked who makes the determination when the vehicles need to be replaced.

Assistant Town Manager Greene stated that they look at the milage and the year of the vehicle as well as the wear and tear of the vehicle. He stated that they only look at replacing take home vehicles.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding the replacement of three vehicles for the Public Works Department.

Vice Mayor Rose stated it is way overdue and it should have been done.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding an addition to the fleet of a street sweeper.

Mayor Danzinger asked how often it will be going out. He also asked if they could look at some grants.

Assistant Town Manager Greene stated it has not been determined at this time how often it will go out.

Town Manager Hyatt stated that the vehicle will come with warranty and the return of investment will be 100%.

Commissioner Landsman is not a fan because no water is being used and just moving it another place and is not in agreement.

Consensus was reached to move forward with the item.

Assistant Town Manager Greene continued with the presentation regarding utility vehicles for the Parks and Recreation Department.

Consensus was reached to move forward with the item.

[FY 2023 Budget Workshop Package.pdf](#)

### 3. **Adjournment**

The meeting adjourned at 6:50 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES**

**June 14, 2022**

**7:00 PM**

Commission Chambers - 9293 Harding Avenue  
Surfside, FL 33154

**1. Opening**

**1A. Call to Order**

Mayor Danzinger called the meeting to order at 7:13 p.m..

**1B. Roll Call of Members**

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

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

Absent: Commissioner Velasquez.

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

**1C. Pledge of Allegiance**

Florida State Senator Jason Pizzo provided the pledge of allegiance.

**1D. Mayor and Commission Remarks**

Mayor Danzinger thanked everyone here and spoke regarding the Memorial Day Event. He spoke regarding the June 24 Champlain Tower event. He spoke regarding the nationally celebrated events of Juneteenth.

Commissioner Landsman spoke regarding hurricane season and thanked all the police officers.

Commissioner Meisheid spoke regarding the last Surfside events and thanked the Town Attorneys.

Vice Mayor Rose spoke regarding Pride Month and thanked all the Town staff for their hard work.

Mayor Danzinger reminded the public to fill out a speaker card and explained that the public comments will take place at one time. He asked the public to refrain from yelling at the Commission and reminded everyone about the decorum statement.

#### **1E. Agenda and Order of Business**

A motion was made Vice Mayor Rose to move item 1H (Legislative Update by Senator Jason Pizzo) after item 1E (Agenda and Order of Business), seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

The Town Manager requested to add on an item (Surfside Remembrance Event Authorization to Expend) to be heard right after item 9K (Update on Improving Walkability and Pedestrian Safety within Residential Area), which will be heard next.

A motion was made by Vice Mayor Rose to add on an item (Surfside Remembrance Event Authorization to Expend) to be heard right after item 9K (Update on Improving Walkability and Pedestrian Safety within Residential Area), which will be heard next, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

#### **1F. Presentation of Police Officers of the Year 2021.** - Andrew Hyatt, Town Manager

Chief Torres provided an overview and presented the award to the officers that were the first responders at the Champlain Tower South building collapse.

#### **1G. CTS Update**

Town Manager Hyatt introduced Allyn Kilsheimer to give the update.

Allyn Kilsheimer provided an update on the Champlain Tower South testing. He spoke regarding the meetings with NIST. He stated that they will be running out of funds and will need additional funds to continue the work.

Commissioner Landsman asked regarding the amount of additional funding they are looking for.

Mr. Kilsheimer stated that they are not sure how much until they see the work they still need have to do.

Commissioner Meischeid asked if he has done any more work on the offsite.

Mr. Kilsheimer stated that he is still working with NIST and provided a summary of what needs to be done.

#### **1H. Legislative Update by Senator Jason Pizzo** - Andrew Hyatt, Town Manager

Florida State Senator Jason Pizzo thanked everyone and provided a legislative update.

Vice Mayor Rose thanked Senator Pizzo.

Commissioner Meisheid thanked Senator Pizzo.

Commissioner Landsman thanked Senator Pizzo.

Mayor Danzinger thanked Senator Pizzo and has been able to see the work he has done.

Senator Pizzo thanked everyone and is here for whatever they need.

## **1I. Legislative Update by Town Lobbyist - Andrew Hyatt, Town Manager**

Jonathan Kilmer, Town Lobbyist, Converge Public Strategies, provided the legislative update. He spoke regarding the State budget. He provided an update on the senate bills.

Mayor Danzinger asked if there will be recuperation on attorney's fees. He asked regarding the CTS memorial and if there is a possibility for additional funding for that project.

Mr. Kilmer stated that possibly there could be. He stated that they want to see that they are obligated to use the funds for the memorial and for it to not be 2 years out. He stated that they could do it.

[Town of Surfside Leg Update Memo.pdf](#)

## **2. Quasi-Judicial Hearings**

### **3. Consent Agenda**

A motion was made by Vice Mayor Rose to approve the consent agenda, seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

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

Town Clerk McCready read the change to the minutes on the dock item and read the correct motion into the record.

Approved on Consent.

[2022-05-10 Town Commission Meeting Minutes.pdf](#)

#### **3B. Committee Reports/Minutes**

Approved on Consent.

[2022-04-28 Planning and Zoning Board Meeting Minutes.pdf](#)

[2022-02-28 Parks and Recreation Committee Meeting Minutes.pdf](#)

#### **3C. Town of Surfside Title VI Program Plan Re-adoption - Andrew Hyatt, Town**

Manager

Town Administration recommends the Town Commission to approve the re-adoption of the Title VI Program Plan resolution in order to be compliant with federal requirements.

Approved on Consent.

[Reso Adopt Title VI Plan.docx](#)

[Title VI Program Plan.RTF](#)

**3D. Adoption of Town of Surfside Fund Balance Policy** - Andrew Hyatt, Town Manager

Town Administration recommends approval of the Fund Balance Policy.

Approved on Consent.

[Resolution Adopting a Fund Balance Policy.DOCX](#)

[Fund Balance Policy - 2022.pdf](#)

[Fund Balance Implementation FY 2022.pdf](#)

**3E. Approval to Execute FPL Binding Estimate Agreement** - Andrew Hyatt, Town Manager

Town Administration recommends approval of the resolution to approve execution of the agreement with FPL Binding Cost Estimate in the amount of \$4,874,370.

Approved on Consent.

[Resolution Approving FPL Binding Estimate Agreement.DOCX](#)

[BCE Cvr ltr Town of Surfside 9-21.pdf](#)

[TOS - Binding Cost Estimate and GAF Phase 1.pdf](#)

[TOS - Binding Cost Estimate and GAF Phase 2.pdf](#)

[TOS - Binding Cost Estimate and GAF Phase 3.pdf](#)

[FPL Undergrounding Map.pdf](#)

**3F. Digitization and Storage of Documents: GRM Proposal and Service Agreement** - Andrew Hyatt, Town Manager

Town Administration recommends approval of the resolution to execute an agreement with GRM Information Management Services of Miami LLC for digitization of files in an amount up to \$250,000 and for the storage and management of physical documents in an amount up to \$15,000 per fiscal year.

Approved on Consent.

[Resolution Approving Agreement with GRM for Document Storage.DOCX](#)

[GRM Agreement for Document Storage.PDF](#)

**3G. Town Hall Front Office Lobby Remodel** - Andrew Hyatt, Town Manager

Town Administration recommends the approval of a contract with RMB General

Contractors and the authorization to expend in the amount of \$323,471 for the remodeling of the Town Hall Front Desk area.

Approved on Consent.

[Resolution Approving Contractor And Authorizing Expenditure of Funds for Town Hall Remodel Project.DOCX](#)

[Contract for Construction - Bldg Dept Interior Remodel V4.DOC](#)

[FINAL AMENDED FLOOR PLAN DRAFT 5.0 2-23-2022.pdf](#)

[FINAL ELECTRICAL PLAN 3.5 FOR OFFICE REMODEL 2-23-2022.pdf](#)

[REVISED PROPOSAL-RMB Contractors-Front Office Remodel - 20220511 - RMB.pdf](#)

**3H. Town of Surfside Social Media Policy - Revised** - Andrew Hyatt, Town Manager

Town Administration recommends approval of the revised Social Media Policy.

Approved on Consent.

[Resolution Amending Social Media Policy TA v1.DOCX](#)

[Revisions to Social Media Policy 2022-6-6.docx](#)

**3I. Authorization to Proceed with Award and Contracting for Engineering Services with Kimley-Horn and Associates, Inc. as a Result of Request for Qualifications (RFQ No. 2022-02), CDBG-MIT Town-wide Drainage Improvement and Flood Hazard Mitigation Plan** - Andrew Hyatt, Town Manager

Town Administration recommends the awarding of contract based on Evaluation Committee recommendation for RFQ No. 2022-02, CDBG-MIT Town-wide Drainage Improvement and Flood Hazard Mitigation Plan, to Kimley-Horn and Associates, Inc. in the not to exceed amount of \$255,000.

Approved on Consent.

[Resolution Approving PSA with Kimley-Horn - Drainage Improvement and Flood Hazard Mitigation Project.DOCX](#)

[DEO Approved Contract Agreement](#)

[Kimley Horn Proposal](#)

[Kimley Horn Agreement-Final](#)

**3J. Authorization to Award Disaster Debris Monitoring Services to Whitt O' Brien's per RFP 2022-01 Disaster Debris Monitoring Evaluation Committee Recommendation** - Andrew Hyatt, Town Manager

Town Administration recommends awarding Disaster Debris Monitoring Services contract to Whitt O' Brien's for a period of 8 years, unless terminated earlier by the Town.

Approved on Consent.

[Resolution Selecting and Awarding Contract to Witt O'Brien's LLC for Disaster Debris Monitoring Services.DOCX](#)

**3K. Surfside Farmer's Market Extension** - Andrew Hyatt, Town Manager

Town Administration recommends approval of 12-month extension to the Surfside Farmer's Market agreement.

Approved on Consent.

[Resolution Approving Second Amendment to Wavey Acai Bowls LLC Agreement - Farmers Market.DOCX](#)

[Second Amendment to Wavey Acai Bowls LLC Agreement - Farmers Market.DOC](#)

**3L. FY 2022 Budget Amendment Resolution No. 6** - Andrew Hyatt, Town Manager

Town Administration recommends approval of the budget amendment.

Approved on Consent.

[Resolution Approving Budget Amendment No 6 for FY 2022.DOCX](#)

[FY 2022 Budget Amendment No. 6.pdf](#)

**4. Ordinances**

**Second Reading**

**4A1. Nonhabitable Understory** - Commissioner Marianne Meisheid

Consider and adopt an ordinance at second reading to amend the zoning code to allow a nonhabitable understory in low-rise residential areas.

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

Mayor Danzinger reminded the public regarding public comment.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Gerardo Vildostegui spoke regarding the legality of the ordinance.

William Arthur spoke in support of the ordinance.

Eliana Salzhauer spoke against the ordinance.

George Kousoulas spoke in support of the ordinance.

Mayor Danzinger closed public comment.

A motion was made by Commissioner Meisheid to approve the ordinance, seconded by Vice Mayor Rose.

Commissioner Meisheid asked for the Town Attorney to explain the specifics.

Town Attorney Arango stated that this is not an attempt to gas light, gloss or circumvent the charter. She stated that this ordinance does not violate the charter as



defined in the 2004 Code and asked Town Attorney Recio to explain the analysis.

Town Attorney Recio went through the analysis as it pertains to the allegations made. He explained what the 2004 code explains and read the definition into the record. He explained what Section 3(b) reads in the code and what it reads in the 2004 and 2008 codes. He spoke regarding the Planning and Zoning Board recommendations as stated in the ordinance whereas.

Vice Mayor Rose asked if this changes the height from where it is measured.

Town Attorney Recio stated that it does not change the height.

Commissioner Landsman asked what was the vote from Planning and Zoning Board.

Town Attorney Recio stated the vote was a 4-1 vote and read the recommendations made by the Planning and Zoning Board.

Commissioner Landsman asked if they are currently recommendations.

Town Attorney Recio stated that they are recommendations.

Commissioner Landsman asked if the motion maker would consider the recommendations made.

Commissioner Meischeid stated she recommends approval without the 2% change.

Commissioner Landsman stated that the recommendations from Planning and Zoning Board was that the concept of the understory is to add air and space and believes that there are concerns of some awkward usage.

Mayor Danzinger stated that this is something that the Planning and Zoning Board recommended. He stated that the previous Commission was going to pay homeowners to raise their homes. He stated that this adds more permeable space which assist in flooding and is a good solution.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[EXHIBIT A.docx](#)

[Photo 8950 Irving UnderstoryFront.pdf](#)

[Photo 8950 Irving Understory Light Air.pdf](#)

[Ordinance Re Nonhabitable Understory - Second Reading with PZB - 5-26-22.pdf](#)

## First Reading

### **4B1 First Reading: Ordinance Amending Section 54-78 of Code - Prohibited Noises** - Shlomo Danzinger, Mayor

To adopt the first reading of the ordinance change as drafted by the town attorneys amending section 54-78 of code - Prohibited Noises as discussed in the May 10, 2022 commission meeting.

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

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the item.

George Kousoulas

Mayor Danzinger stated this is not about noise but it is allowing people to do their lawn on the weekend. He stated that orthodox Jewish residents cannot do lawn work on Saturdays. He explained what this ordinance entails. This ordinance will be a noise reduction for some and allow those to be able to do it on Sundays.

A motion was made by Commissioner Meisheid to approve the ordinance, seconded by Vice Mayor Rose.

Commissioner Landsman stated that many people misunderstand and misrepresent this ordinance and this will not affect the community at large. This gives flexibility, options and choices.

Vice Mayor Rose thanked Mayor Danzinger for explaining the ordinance and this is for personal use and not commercial landscapers.

Mayor Danzinger suggested for everyone to not listen to what is written online.

Town Attorney Arango stated that if they want to allow leaf blowers, there are other sections that need to be amended for those two provisions.

Mayor Danzinger stated that he is fine with that and stated that they work on two strokes and is fine removing it from those sections.

Vice Mayor Rose also agrees with the Mayor.

Commissioner Landsman asked if they make the changes to those parts of the code will it allow the commercial landscapers to use them.

Town Attorney Arango stated that they can remove it or only allow for residential use. She stated that they would need to bring back another ordinance with the removal of those sections.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Prohibited Noises Ordinance.docx](#)

**4B2. Amending the Town of Surfside Code of Ordinances by Amending Section 90-57. - "Marine Structures", to Amend Regulations for Construction of Docks, Pier and Moorings on Waterfront Lots. - Fred Landsman, Commissioner**

Request approval of this ordinance on first reading in order to move forward on second reading. Also, attached is an alternate proposed ordinance for consideration.

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

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the ordinance.

Shannon Gallagher spoke against the ordinance.

Gerardo Vildostegui spoke against the ordinance and feels strongly about this ordinance and public space being given away.

Joshua Epstein spoke against the ordinance.

Jeffrey Platt spoke against the ordinance.

George Kousoulas spoke in favor of the ordinance.

Mayor Danzinger closed public comment.

Commissioner Landsman appreciates the comments made but not the insinuations and spoke regarding his conversations with Town Attorney Recio.

A motion was made by Commissioner Landsman to approve the ordinance to include: Maximum Projection of Lots on Biscayne Bay and Indian Creek. For any lot with water frontage on Biscayne Bay or Indian Creek, a marine structure may be constructed to project into the waterway by no more than the lesser of 10% of the width of the adjacent waterway or 35 feet maximum within Indian Creek, 45 feet maximum within Biscayne Bay; additional limitations on marine structures for lots on Biscayne Bay and Indian Creek. The maximum width of projections of marine structures shall be set back at least 10 feet from the waterward extension of any property line of the subject lot, be in compliance with DERM and Florida Department of Environmental Protection determine that environmental resources allow for a dock platform greater than 8 feet in width adjacent to the sea wall, any portion of a marine structure that projects more than 15 feet from the sea wall shall be limited to a finger pier no more than 8 feet in width; DERM and Florida Department of Environmental Protection determine that environmental resources do not allow for a dock platform wider than 8 feet adjacent to the sea wall, a dock platform of up to 30 feet in width by 15 feet in depth may be constructed within 25 feet of the sea wall, seconded by Commissioner Meischeid.

Commissioner Landsman stated that the world is not coming to an end like statements made by some individuals. He addressed comments regarding access to the waterways.

Commissioner Meischeid agrees with Commissioner Landsman and she spoke regarding Point Lake and is in agreement with the ordinance.

Vice Mayor Rose stated that he is a general contractor and not a dock builder. He stated that the permit for the dock was in place prior to him being elected. He disclosed conversations he had with former Commissioner Salzhauer. He stated that she went to him and asked him to find buyers for her home and to split her lot to build two homes. He spoke regarding the docks on 88th Street. He stated that he is fine with the 10% of the waterways. He understands the 45 feet. He is comfortable with the 8 foot finger pier.

Mayor Danzinger stated that 35 foot docks were always allowed. He spoke regarding Point Lake and what DERM requires. He provided his opinion on the item and asked regarding how many docks have been required.

Town Attorney Recio stated that they can look into that with DERM.

Mayor Danzinger stated that many stick out more than 10% and they are allowing people to build beyond the seagrass.

Vice Mayor Rose spoke regarding going down to 45 feet and having street ends to have kayak launch.

Mayor Danzinger spoke regarding opening up the street ends for fishing and kayak launch and can the residents have access.

Commissioner Meischeid stated that she was fine with the numbers provided by Commissioner Landsman.

Commissioner Landsman addressed the comments made by Mayor Danzinger and Vice Mayor Rose.

Town Attorney Arango requested confirmation of the motion that was made.

Town Attorney Recio explained what the section involving the platform means.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Ordinance Amending Section 90-57 Marine Structures - 1st Reading TAv2.DOCX](#)

[Ordinance Amending Section 90-57 Marine Structures Alternate Landsman Proposal - 1st Reading TAv2.DOCX](#)

**4B3. 24 Inch Setback Encroachment Clarification** - Jeffrey Rose, Vice Mayor

To approve this item on first reading and move it forward for second reading.

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

A motion was made by Vice Mayor Rose to approve the ordinance, seconded by Commissioner Meischeid.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the ordinance.

Shannon Gallagher spoke against the ordinance.

Jeffrey Platt spoke against the ordinance.

George Kousoulas spoke in favor of the ordinance.

Mayor Danzinger closed public comment.

Vice Mayor Rose introduced the item and provided an overview.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.  
[Ord Amending Section 90-47 - Yards Allowable Projections 1st Reading TA v2.DOCX](#)

## 5. Resolutions and Proclamations

### 5A. Proclamation: Surfside Heroes Appreciation Month - Shlomo Danzinger, Mayor

To pass a resolution recognizing and honoring the many organizations who played a pivotal role in the aftermath of the tragic collapse of the Surfside condos on June 24, 2021.

Mayor Danzinger introduced the item and read the proclamation.

A motion was made by Vice Mayor Rose to move the proclamation forward, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[CTS Proclamation Application.pdf](#)

[Surfside Heroes Proclamation.pdf](#)

### 5B. June 24th - Surfside Champlain Towers South Remembrance Day - Shlomo Danzinger, Mayor

To adopt a resolution to commemorate and honor the name June 24<sup>th</sup> as Surfside Champlain Towers South Remembrance Day.

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

Mayor Danzinger introduced the item and passed the gavel.

A motion was made by Mayor Danzinger to approve the resolution, seconded by Commissioner Meisheid.

Vice Mayor Rose opened public comment.

The following individuals spoke on the item:  
Eliana Salzhauer

Vice Mayor Rose closed public comment.

Mayor Danzinger addressed the comments made regarding reaching out to the residents to volunteer and the residents wanted to volunteer at the event and have the residents involved.

Vice Mayor Rose thanked the Mayor for doing this.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.  
[Resolution Surfside Champlain Towers South Remembrance Day.docx](#)

**5C. New High School for Surfside and Neighboring Communities** - Vice Mayor  
Jeff Rose

For the town commission to adopt the resolution to work with the Miami Dade County School Board and Neighboring Communities in support of a new high school for Surfside and Neighboring Communities, including Golden Beach, Sunny Isles Beach, Bay Harbor Islands, Bal Harbour and the Village of Indian Creek

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

Vice Mayor Rose introduced the item and discussed the need for a high school closer to Town.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Mayor Danzinger.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke regarding the way the high school system works and with a new school it takes away funding from other schools.

Jeffrey Platt spoke against the item.

Joshua Epstein spoke against the item.

Gerardo Vildostegui

Walter Norkin spoke in favor of the idea to continue exploring the option.

Mandyf Davodpour spoke in favor of the item.

Mayor Danzinger closed public comment.

Vice Mayor Rose spoke regarding the item and bringing together the community and diversity is very important.

Commissioner Landsman appreciates the options and choices and it is important to provide that to everyone. He stated that they do have exceptional charter schools in Dade County and this is a resolution to explore.

Commissioner Meisheid is in favor of this item.

Mayor Danzinger stated that it is not taking away resources since Miami Beach High School is overcrowded. He spoke regarding his conversations with neighboring municipalities and they were very excited about exploring this with their elected officials.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.  
[Resolution Expressing Support For New High School.DOCX](#)

**Surfside Remembrance Event Authorization to Expend**

Town Manager Hyatt provided an overview of the item that requires additional authorization to expend these funds. He stated that they are asking for approval of \$95,000 and these funds will be reimbursed through different philanthropist organizations.

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

Mayor Danzinger spoke regarding the resolution.

Frank Trigueros provided an explanation of the item and the requested funds.

Mayor Danzinger wanted to clarify that these funds will be covered by different organizations.

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

## **6. Good and Welfare**

Mayor Danzinger opened Good and Welfare.

The following individuals from the public spoke:

Eliana Salzhauer spoke regarding leaf blowers and the environment.

Bob Fisher spoke regarding houses removing the landscaping and debris on the streets.

How will the police protect the schools.

Jeffrey Platt spoke regarding understory and development in Town.

Joshua Epstein spoke regarding the Pride flag not being flown in Town and privatizing public land.

Victoria Saife spoke against the docks and conflict of interests.

Phillip Zyne thanked the Commission and Town employees for beautifying the beach area.

Judy Martinez spoke regarding the interests of the hotel owners and beach chairs.

Shannon Gallagher spoke regarding Hillcrest and pedestrian safety.

Mayor Danzinger reiterated the decorum statement as stated in the front page of the agenda and if they insist in creating chaos they will be removed and there are legal precedence.

George Kousoulas spoke regarding discussion items and believes the Mayor did a right thing in having the public cluster all their comments to all discussion items and suggested extending it to 4 or 5 minutes instead of 3 minutes.

Gerardo Vildostegui spoke regarding their limit to speak on items not on the agenda on Good and Welfare.

Mayor Danzinger closed Good and Welfare.

Commissioner Landsman thanked the public for their thoughts and encouraged more of

the public to come out and speak and share their thoughts. He stated that they should come with options and have a discussion and not state it is my way or the highway. He stated that they are open and want to listen.

Commissioner Meischeid responded to the comments made by the public. She stated it is a matter of respect and if she is disrespected from the beginning it will shut her down. She does try to get back to everyone. She asked Chief Torres regarding protecting the schools.

Chief Torres stated that they do not have any public schools in Surfside and that most of the children go to Ruth K. Broad which is outside Surfside. He stated that the Town pays a portion for the School Resource Officer that is at the school at all times. He stated that due to the recent events, they increased patrol in that school.

Commissioner Meischeid stated that she will look into the flag.

Vice Mayor Rose spoke regarding street ends and the flag. He spoke regarding decorum and this Commission ran on the decorum. He stated that the meeting is going smooth because there is decorum. He stated that what they are doing here is what the residents do want. He stated that they listen to all the residents. He stated all the ethics opinions stating he does not have a conflict and spoke regarding the inaccurate statements made on NextDoor.

Mayor Danzinger spoke regarding comments made by the public. He addressed the comments made regarding the Pride flag and he was informed by the Town Attorney's regarding issues other places had with flying the Pride flag. He spoke regarding bars on windows and those have been grandfathered in. He spoke regarding the comments made about beach chairs being out of hands. He stated that they were elected to be productive.

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

### **7A. Town Manager's Report - Andrew Hyatt, Town Manager**

Town Manager Hyatt provided an overview of the Town Manager's Report. He spoke regarding Miami Dade County School system contacting the Town regarding placing a new school. He continued with his overview of the Town Manager's Report including the specifics of the June 24 event. He provided the inspection and permit report from the Building Department. He spoke regarding the County's recertification process.

A motion was made by Vice Mayor Rose to approve the Town Manager's Report, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Town Managers Report.pdf](#)

### **7B. Town Attorney's Report - Lillian Arango, Town Attorney**



Town Attorney Arango provided an overview of the report and the litigation update. She also spoke regarding the FAA lawsuit.

Mayor Danzinger asked regarding the Grand Beach litigation.

Town Attorney Arango spoke regarding the shade session.

Vice Mayor Rose asked if they are supposed to speak about what is discussed in the shade sessions because he has seen emails going around and he is concerned with members of this Commission releasing information.

Town Attorney Arango stated that pursuant to Florida Statutes it states that the information discussed in shade sessions are priveleged information. She stated that the information is not to be disseminated and put out there and if it is happening, what is being discussed falls under attorney client privilege and it could bring issues with the Court.

Vice Mayor Rose polled the Commission to see if anyone spoke with the members of the public and disseminated any information that was unauthorized to be released.

Commissioner Landsman stated he did not release any priveleged information.

Commissioner Meischeid stated she did not release any priveleged information.

Mayor Danzinger stated he did not release any priveleged information.

Town Attorney Arango stated she did not release any priveleged information.

Vice Mayor Rose stated he did not release any priveleged information.

Assistant Town Manager Greene stated he did not release any priveleged information.

A motion was made by Commissioner Landsman to approve the Town Attorney's Report, seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Town Attorneys Report.pdf](#)

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

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

Mayor Danzinger opened public comments.

The following individuals from the public spoke

Gerardo Vildostegui spoke on all the discussion items.

Jeffrey Platt spoke on all the discussion items.

Eliana Salzhauer spoke on all the discussion items.

Shannon Gallagher spoke on all the discussion items.

Phillip Zyne spoke on all the discussion items.  
Joshua Epstein spoke on all the discussion items.  
Mandyf Davendour spoke on all the discussion items.  
Camilo Pino spoke on all the discussion items.  
George Kousoulas spoke on all the discussion.  
Dalit Teshuba spoke on all the discussion items.  
Jeffrey Zomper spoke on all the discussion items.

A motion was made by Vice Mayor Rose at 10:57 p.m. to extend the meeting for 30 minutes, seconded by Mayor Danzinger. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Mayor Danzinger closed public comments.

**9A. Dogs on the Beach - Commissioner Marianne Meisheid**

Have the Town Manager develop a better strategy, including: better signs, a sensible fines fee structure, and a policy for compliance.

Commissioner Meisheid introduced the item and requested better signage and policy for the signage. She stated that the suggested action is to have the Town Manager provide better signage and a policy for compliance. She would like to step up compliance and stick to a fine schedule.

Commissioner Landsman stated that they need to do more and explore what is available.

Vice Mayor Rose agrees with Commissioner Landsman and keeping the dogs off the beach.

Mayor Danzinger spoke regarding some residents requesting more signage. He stated that it is important to come up with the proper signage and language.

Town Manager Hyatt stated that he has spoken with Code Enforcement and they are working on a fine schedule and they will continue working on the signage.

A motion was made by Commissioner Meisheid to direct the Town Manager to come back with a plan on the signage, fees and policy for the July meeting, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Dog Signage A.jpg](#)

[Dog Signage B.jpg](#)

[Dog Signage C.jpg](#)

**9B. Special Meetings before Regularly Scheduled Monthly Meetings - Vice Mayor**

Jeff Rose

For the commission to have special meetings before the regularly scheduled meetings for the remainder of 2022 from 5:00 p.m.-6:30 p.m.

Vice Mayor Rose introduced the item and stated instead of extending the meetings he suggested starting the discussion items at 5:00 p.m. and then hear the rest of the items at the regular scheduled time.

A motion was made by Vice Mayor Rose to have special meetings at 5:30 p.m. to 7:00 p.m. to speak on the discussion items for the rest of the year once the budget workshops are done, seconded by Mayor Danzinger.

Assistant Town Manager Greene spoke regarding the opportunity to have these earlier meetings.

Commissioner Landsman provided his input.

Commissioner Meischeid suggested 5:30 p.m. instead of 5:00 p.m.

Vice Mayor Rose stated he could do mornings or 5:30 p.m. and they want to get through the agenda. Vice Mayor Rose suggested at 5:30 p.m. starting in August.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9C. Beach Chairs and Umbrellas at the Community Center - Vice Mayor Jeff Rose**

For the town commission to move forward as discussed during the budget workshop with beach chairs and umbrellas at the community center.

A motion was made by Vice Mayor Rose to extend the meeting 30 minutes at 11:30 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to move forward with the budget and Town staff moving forward with this and implement this by August, seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9D. New Tennis Center, Resident Gym, Rooftop Pickle Ball Court - Vice Mayor Jeff Rose**

For the town commission to move forward with the new tennis center and resident gym as discussed during the budget workshop

Vice Mayor Rose introduced the item and looking for an RFQ to get with a design firm to move this forward.

A motion was made by Vice Mayor Rose to move forward and start the process with the RFQ and bring back to the Commission within the next 3 months, seconded by Commissioner Meischeid.

Town Attorney Arango requested clarification that the Commission's desire is to move forward with drafting the RFQ.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9E. Tot Lot Upgrades - Jeff Rose, Vice Mayor**

For the Town Commission to move forward with the tot lot upgrades as discussed during the budget workshop.

Vice Mayor Rose provided an overview of the item.

A motion was made by Vice Mayor Rose to move forward with the tot lot updates with everything except for the restroom and move forward with all the items as discussed in the Budget Workshop, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9F. 50% Lot Coverage for 1-Story Homes - Shlomo Danzinger, Mayor**

To modify the Town Code to allow for 50% lot coverage for 1-story homes (not to exceed any existing setbacks), and to stipulate in the code; if a homeowner who has built above the 40% lot coverage wishes to build a second floor, the homeowner must remove the excess square footage from the first floor, bringing the total lot coverage to a maximum of 40%, when building a second floor (to be limited to the standard 80% of the 40%).

Mayor Danzinger provided an overview and background of the item. He stated that he hopes people preserve what they have and add on to it instead of demolishing the home.

A motion was made by Vice Mayor Rose to modify the Town Code to allow 50% lot coverage for 1-story homes (not to exceed any setbacks) and to stipulate in the code; if a homeowner who has built above the 40% lot coverage wishes to build a second floor, the homeowner must remove the excess square footage from the first floor, bringing the total lot coverage to a maximum of 40%, when building a second floor (to be limited to the standard 80% of the 40%) and maximum height of 22 feet from grade for single floor, seconded by Commissioner Landsman.

Commissioner Landsman spoke regarding the Planning and Zoning Board and allowing residents to have options and they won't feel compelled to build a two story home. He asked for Assistant Town Attorney Recio to come back with specifics including setbacks.

Commissioner Meischeid agrees with this item and limiting the setbacks.

Vice Mayor Rose stated that this does not change the lot coverage or permeability.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9G. Residential Safety: Turtle-Friendly Lighting on the Beach** - Shlomo Danzinger, Mayor

To direct the Town Manager to install lighting on the beach path for pedestrian safety. Lighting will have to comply with turtle friendly requirements.

Mayor Danzinger introduced the item and there are safety issues on how dark the paths are at night. He would like for it to be more friendly and safe. He would like to come back at the July meeting with some options.

A motion was made by Vice Mayor Rose to bring forward some items on the walking path, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9H. Planning and Zoning Board Recommendations to Town Commission; May 26, 2022 PZB Meeting.** - Fred Landsman, Commissioner

Consider direction to the Town Planner and Town Attorney to bring back an ordinance to implement these recommendations.

Commissioner Landsman provided a summary of the item.

A motion was made by Commissioner Landsman to increase Florida friendly landscaping requirement from 20% to 40% for single family homes and multi-family homes, seconded by Vice Mayor Rose.

Town Attorney Arango asked if it is strictly in the residential district.

Commissioner Landsman stated for it to apply Town wide and asked Town Attorney Recio if it could be done in the multi-family district.

Town Attorney Recio stated that they can do it for residential district and will look to see if it is already in the multi-family district.

Mayor Danzinger stated that the homeowners should have more options and not restrict it to Florida friendly only.

The motion carried with a 3-1 vote with Mayor Danzinger voting in opposition and Commissioner Velasquez absent.

Commissioner Landsman introduced the second portion of this item that entails mechanical equipment. He would like to make it within 10 feet, current equipment including coverage for visibility and baffling that will allow not to be seen or heard; he would like to add the same requirements of baffling and visibility, which includes the need for the equipment to be covered to roof top mechanicals, seconded by Vice Mayor Rose.

Mayor Danzinger asked if he has to replace his air conditioning unit if he has to do the same thing.

Commissioner Landsman stated that it is for new construction and not replacement. He stated if it is on the roof top it would need replacement it has to meet the visibility and baffling requirements.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9I. Discussion Re Beach Furniture Ordinance - Vice Mayor Jeff Rose**

The operational limits imposed by the Ordinance should be reviewed to ensure they better balance the need for public access and enjoyment of the beach with the operational requirements of oceanfront property owners or beach furniture operators that cater to visitors and residents alike.

Specifically, the following areas of the Ordinance should be considered:

1. Address the number of pre-set beach furniture each morning to ensure access to beachgoers from oceanfront properties. Currently, the Ordinance permits five (5) chairs to be pre-set per beach furniture operator, regardless of size of the beachfront property. Consideration may be given to increasing the number of pre-set beach furniture based on lineal footage or each beach furniture operator's beach frontage.
2. Address the operational realities of beach furniture staging, including numbers, worker safety, and daily transport of beach furniture. Currently, the Ordinance permits a beach furniture operator a staging area of 8' by 8 located 15 feet seaward of the vegetation line of the dune for as-needed on-demand distribution to beach users, limited to 10 chairs. Consideration may be given to increasing the size of the staging areas for beach furniture, as well as the permitted number of beach furniture that may be staged and ready for location on the beach. Also, to be addressed is the storage and transportation of beach furniture and towels by beach furniture operators, including consideration of a tent-like storage structure or table for shade for employees and storage and distribution of towels, to be removed at the end of each day. Consideration should also be given to allowing beach furniture operators to use a battery operated cart or similar vehicle for transportation of beach furniture.
3. Improve efficiency of code compliance efforts, by limiting total beach furniture for each beach furniture operator based on area of beach frontage rather than strict formulas.
4. Clarify or revise those areas where beach furniture can be placed in front of a beach operator's property to better ensure accessibility, compliance and improve monitoring.
5. Since compliance will be easier to monitor, increase fines for non-compliance and provide for suspension of permit for repeated noncompliance.
6. Consider beach furniture permit timeframes of 3-5 years, subject to compliance with applicable regulations and the Ordinance.

Balancing public and private needs in addressing the above issues should go a long way towards ensuring Surfside remains a top-notch tourist destination while providing all residents safe and convenient access to the beach. In addition, a better balance of measures is expected to moot the pending lawsuit or at least reduce the incentive for the Grand Beach Hotel to continue with it.

A motion was made by Vice Mayor Rose to extend the meeting 30 minutes at 11:56 p.m., seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Vice Mayor Rose introduced the item and stated that they will not do anything that violates their own code. He spoke regarding the original language of the ordinance and the lawsuits that came about. He explained what this item is trying to accomplish. This is to clean up the language and the litigation.

Mayor Danzinger suggested putting forward a motion to have a separate meeting to discuss this item.

Town Attorney Recio stated it could be done in different ways and one possibly would be calling a special meeting to go one by one.

Commissioner Meisheid asked if it could be done in a workshop.

Commissioner Landsman stated in a workshop you cannot make a motion or vote. He stated in a meeting they could adopt a motion to move it forward.

Mayor Danzinger suggested a special meeting to go one by one.

A motion was made by Vice Mayor Rose to schedule the special meeting on June 28, 2022 at 5:30 p.m., seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to move forward with a 5:30 p.m. special meeting to address the ordinance language prior to the July Commission Meeting, seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9J. Parking Rates in Surfside Municipal Parking Lots - Shlomo Danzinger, Mayor**

For the town to adjust and raise the parking rates within town to be competitive with Bal Harbour.

Mayor Danzinger introduced the item.

Chief Torres provided the parking rates for the lots in Town as well as the cost for the citation.

Discussion took place regarding the fines and cost of parking and what is allowed to be done.

Mayor Danzinger requested for Chief Torres to get the information.

A motion was made by Vice Mayor Rose to add this item to the June 28, 2022 Special Commission Meeting, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

**9K. Update on Improving Walkability and Pedestrian Safety within Residential Area - Andrew Hyatt, Town Manager**

Mayor Danzinger provided an introduction on the item and provided the history of the item.

Town Manager Hyatt provided a summary of the item and what the improvements would be.

Public Works Director Gomez provided an overview of the project and will bring the study back in July through Corradino Group.

Mayor Danzinger asked regarding alternatives on traffic calming devices. He stated that this is a primary concern and stated that the residents do see the value of sacrificing one thing in order to protect their family.

Vice Mayor Rose stated this is the perfect time to do this study before tearing up the ground for the undergrounding.

**10. Adjournment**

A motion was made by Commissioner Landsman to adjourn the meeting at 12:13 a.m. (June 15, 2022).

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

\_\_\_\_\_  
Sandra N. McCreedy, MMC  
Town Clerk





**Town of Surfside**  
**Special Town Commission - Quasi-Judicial Hearing**  
**MINUTES**  
**June 16, 2022**  
**5:30 PM**  
Town Commission Chambers

**1. Opening**

**1.A Call to Order**

Mayor Danzinger called the meeting to order at 5:37 p.m.

**1.B Roll Call of Members**

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

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

Absent: Commissioner Nelly Velasquez

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

**1.C Pledge of Allegiance**

Chief Torres provided the pledge of allegiance.

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

Mayor Danzinger welcomed everyone.

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

Town Clerk McCready confirmed notice requirements.

Mayor Danzinger had a conversation with Bill Thompson regarding item 2B (8995 Collins Avenue) a while back. He had no other conversations with any other applicant on this agenda.

Vice Mayor Rose stated that on item 2A (9173 Froude Avenue) he will have to recuse himself on this item due to knowing the applicant.

Commissioner Landsman had no conversations with any applicants on this agenda.

Commissioner Meischeid had conversations with Bill Thompson regarding item 2B (8995 Collins Avenue). She had no other conversations with any other applicant on this agenda.

**2.A 9173 Froude Avenue** - Walter Keller, PE, AICP, Town Consultant Planner

Staff Recommendation: It is recommended the Practical Difficulty Variance Application be approved allowing the floor area coverage to increase to 42.3%.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; [APPROVING/DENYING] A VARIANCE APPLICATION FOR PROPERTY GENERALLY LOCATED AT 9173 FROUDE AVENUE, SURFSIDE, FL, FOR A PRACTICAL DIFFICULTY VARIANCE PURSUANT TO SECTION 90-36(1)b OF THE TOWN'S CODE OF ORDINANCES TO ALLOW LOT COVERAGE OF 42.3% WHERE SECTION 90-49 OF THE TOWN'S CODE OF ORDINANCES LIMITS LOT COVERAGE TO 40% OF THE LOT AREA; PROVIDING FOR CONDITIONS; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the resolution into the record.

Vice Mayor Rose stated he had a voting conflict on this item and therefore he will recuse himself on this item. He left the dais and chambers. He also provided the Form 8B to the Town Clerk for the record.

Town Attorney Arango stated that pursuant to our Code 90-36 requires 4 votes of this Commission and therefore, they do not have enough members to vote on this item. She provided the option of deferral to a date certain in order for them not to have to re-advertise. The suggested date for deferral is July 12, 2022 Commission Meeting.

A motion was made by Commissioner Landsman to defer this item to July 12, 2022 Commission Meeting at 7:00 p.m. or earlier, seconded by Commissioner Meischeid. The motion carried with a 3-0 vote with Commissioner Velasquez absent and Vice Mayor Rose recused.

[Resolution Approving Variance - 9173 Froude - 6-2-22.pdf](#)  
[9173 Froude Avenue Agenda Packet.pdf](#)

**2.B 8995 Collins Avenue - Multifamily 12 Story Site Plan Amendment** - Walter Keller, PE, AICP, Town Consultant Planner

Staff Recommendation: Recommend approval of the proposed Site Plan Amendments subject to the following comments.

- Retain a larger portion of the existing building then currently proposed in the Site Plan Amendment

- Provide a beach drop-off area for resident loading and unloading
- Maintain a sufficient street pavement width on 90th Street to serve emergency vehicles
- Add 2 additional street trees
- Add 10 additional buffer trees
- Reconsider the width of the rooftop planters for 10 foot Green Buttonwoods with a 4 foot spread or propose an alternate tree species
- Any invasive material found on the site to be removed prior to CO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; APPROVING A SITE PLAN AMENDMENT APPLICATION FOR PROPERTY GENERALLY LOCATED AT 8995 COLLINS AVENUE, SURFSIDE, FL, TO AMEND RESOLUTION NO. 19-2661 TO REDUCE THE ALLOWED NUMBER OF UNITS FROM 34 CONDOMINIUM UNITS TO 19 CONDOMINIUM UNITS, TO ALTER APPROVED FACADES, AND TO REDUCE PARKING FROM 70 PARKING SPACES TO 39 PARKING SPACES; INCORPORATING THE CONDITIONS, AND ALL OTHER ASPECTS OF THE ORIGINAL APPROVAL SET FORTH IN RESOLUTION NO. 19-2661 EXCEPT AS MODIFIED HEREIN; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Town Planner Keller presented the staff report with recommendations.

Graham Penn, Bercow and Radell, representing the applicant provided a presentation and introduced the architects, planners, landscape architects, and Fort Partners team.

Wally Lucky, landscape architect representing the applicant provided an overview of the pedestrian access and landscape portion of this project.

Graham Penn provided to the Clerk to hand out to the Commission the proposed modified conditions.

Jerome Engelking, representing the applicant provided a presentation.

Bill Thompson, Fort Partners, spoke regarding the retention wall on the northwest corner and they are working with the Town Planner.

Mayor Danzinger opened public comment.

There was no public comment.

Mayor Danzinger closed public comment.

Commissioner Landsman asked regarding the staff recommendations and the Planning and Zoning Board vote.

Town Planner Keller stated that it was a 5-0 vote.

Commissioner Landsman asked what was the percentage of the Florida friendly landscaping. He also stated that he wanted to make sure that the applicant addresses the landscape requirements.

Mr. Luck stated that a lot of their trees will be well adapted and stated that it would be approximately 80-85%.

Mr. Thompson spoke regarding what they will be doing on the streets, dunes and west side of the street.

Commissioner Landsman asked regarding the difference in the occupancy level. He asked regarding the refurbishment of the building and what would be the time frame.

Mr. Thompson stated that some of the individuals interested want the whole floor. He stated that they are preserving a portion and demolishing the rest and it should take about 31 months.

Commissioner Meischeid asked if the Town Attorneys are comfortable with modification conditions 34 and 35.

Town Attorney Recio went through the modification and the second change is a policy decision and he will be requesting direction from the Commission on that one. He stated that they are proposing for the second one to remain silent.

Mr. Thompson addressed the concerns and questions from the Commission on the modification.

Commissioner Meischeid asked regarding the \$600,000 already dedicated and can it be incorporated in the plan.

Town Attorney Recio stated that condition 4 already takes that into account.

Town Attorney Arango stated that it is stated in the resolution.

Mr. Penn addressed the comments made by the Commission on the conditions and improvements.

Vice Mayor Rose wanted to confirm that the public is very supportive of this project. He asked regarding what they will be doing structurally.

Mr. Thompson stated that they will be following the same protocol as the Hillcrest and the same safety protocol.

Vice Mayor Rose congratulated the architects for the work they have done paying tribute to the original architecture. He asked Mr. Thompson regarding walkability between Collins and Harding and some enhancements.

Mr. Thompson stated that whatever design is worked out it will extend to Harding Avenue and will be willing to work with the Town to come up with the right formula.

Vice Mayor Rose asked regarding the dunes and will they do the dunes on top of that if they gave a percentage credit.

Mr. Penn stated that they had the dunes in the original list.

Town Attorney Recio clarified condition number 4 and if they want a separate condition requiring the dune to be elevated and enhanced by the applicant, it can be done and commit some of the money for that.

Mr. Penn stated that condition number 6 in the original plan states that the dune is on top of the original \$600,000. He explained further the dunes.

Town Attorney Recio requested clarification on the diverter dunes.

George Kousoulas, representing applicant, explained what a diverter dune is and what it does.

Mr. Thompson is happy to do the dunes and for the Town to also assist getting the walkability as well.

Mayor Danzinger clarified what the \$600,000 is going towards.

Mr. Penn reiterated what the \$626,000 is going towards and what it will include.

Mayor Danzinger asked if they had an estimate on the corridor.

Mr. Thompson stated it is within the Town's discretion.

Mayor Danzinger likes the new improved version of the building and landscaping. He stated that the Town is focused on the walkability for the Town. He wanted to make sure a large vehicle can get out of that area.

Mr. Thompson addressed the comments made by Mayor Danzinger.

Town Planner Keller spoke regarding the street access and will take a bit more time then 30 days.

Mayor Danzinger spoke regarding traffic and if they can work with the Town Planner and the Public Works Director.

A motion was made by Vice Mayor Rose to approve with the staff recommendations and conditions as modified by the applicant (conditions 34 and 35 as provided by the applicant), seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[8995 Collins Avenue Table 1.docx](#)

[Resolution Approving or Denying Site Plan Amendment - Surf House - 8995 Collins.pdf](#)

[8995 Collins Avenue Agenda Packet.pdf](#)

## **2.C 1385 Biscaya Drive - Walter Keller, PE, AICP, Town Consultant Planner**

Staff Recommendation: It is recommended the Unnecessary and Undue Hardship Variance Application be approved with 10 foot side yard setbacks.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; [APPROVING/DENYING] A VARIANCE APPLICATION FOR PROPERTY GENERALLY LOCATED AT 1385 BISCAYA DRIVE, SURFSIDE, FL, TO ALLOW INTERIOR SIDE SETBACKS OF 7 FEET, 10 INCHES AND 8 FEET, 8 INCHES WHERE SECTION 90-45 OF THE TOWN'S CODE OF ORDINANCES REQUIRES INTERIOR SIDE SETBACKS OF APPROXIMATELY 16.6 FEET SUBJECT TO CONDITIONS; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Town Planner Keller provided staff recommendations.

Building Official McGuinness provided his recommendations.

Jennifer Gheri, Project Manager representing applicant provided a presentation of the project.

Mayor Danzinger opened public comment.

There were no public speakers.

Mayor Danzinger closed public comment.

Commissioner Landsman asked regarding the public notice and asked if they received any feedback from the neighbors.

Ms. Gheri stated that they had a good conversation with their neighbors. She also stated that the setbacks they are proposing is larger than required.

Commissioner Meischeid stated she was present at the Planning and Zoning Board Meeting and commented regarding the setback requirements and is concerned this sets bad precedence.

Vice Mayor Rose stated that he is comfortable with this application as is and stated that this is one of the issues in the current zoning code and was never addressed and it has to be changed.

Mayor Danzinger commented that the zoning code currently in place should be changed and is comfortable moving this forward.

A motion was made by Vice Mayor Rose to approve with staff recommendations made by Town Planner and Building Official as presented, seconded by Commissioner Landsman. The motion carried with a 3-1 vote. The motion failed for lack of a majority vote with Commissioner Meischeid voting in opposition and

Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to reconsider, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Ms. Gheri addressed the concerns Commissioner Meisheid had regarding the setbacks.

Ashley Litwin, applicant, addressed the concerns and the current code was written for a rectangular lot and they are building in a way that is not encroaching their neighbors and they are not trying to encroach their neighbors and their lot of land is not the usual size.

Vice Mayor Rose asked if Commissioner Meisheid would be comfortable with an average of 10 feet total and provided the example based on the presentation.

Town Planner Keller is in agreement with that.

A motion was made by Vice Mayor Rose to move forward with the staff recommendations made by Town Planner and Building Official and with an average of the 10 feet total setback, seconded by Commissioner Landsman. The motion carried with a 4-0 vote.

[Resolution Approving Variance - 1385 Biscaya.pdf](#)

[1385 Biscaya Drive Agenda Packet.pdf](#)

### 3. Adjournment

A motion was made by Vice Mayor Rose to adjourn the meeting at 7:05 p.m.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
MINUTES  
June 28, 2022  
5:30 PM  
Commission Chambers**

**1. Opening**

**1.A Call to Order**

Mayor Danzinger called the meeting to order at 5:36 p.m.

**1.B Roll Call of Members**

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

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

Absent: Commissioner Nelly Velasquez.

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

**1.C Pledge of Allegiance**

Chief Torres provided the pledge of allegiance.

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

Mayor Danzinger provided the rules of decorum and process of the meeting and stated that this is a limited public forum. The discussions for tonight's meeting are to stick to tonight's agenda items. He provided the different Town Code sections that pertain to decorum and Robert's Rules.

**2.A Business District Parking Alternatives - Andrew Hyatt, Town Manager**

Staff requests the Town Commission to review current and alternative parking systems for the Abbott Ave and and 94 St parking lots, then provide guidance.

Mayor Danzinger provided an introduction of the item.

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



The following individuals from the public spoke on the item:

Randy Rose stated that he does have a problem with the parking but not the rates and possibly putting a garage.

George Kousoulas spoke regarding the Abbott lot being full and the analytics of when the parking lot gets full.

Jeffrey Platt agrees with Mr. Kousoulas and possibly restricting construction parking on the lots and limit the hours of parking would help.

Clara Diaz Leal suggested raising the rates and the problem lies that individuals park and work at the restaurants.

Gerardo Vildostegui spoke regarding the parking issue and have a market rate for parking. He suggested the Commission reconsider the residents parking for free at the Abbott lot.

Eliana Salzhauer spoke regarding having ample parking and the right type of parking which is what they currently have. She stated that they need to be conscious of the environment.

Victoria Saife stated that a lot of construction workers and Publix workers are parking on the streets for free. She suggested to research more the issue and what is actually causing the parking issue.

Ben Jacobson spoke regarding the issue with the parking which has been discussed at the Tourist Board meetings. He spoke regarding the rates not being competitive and take the current lots into SMART lots.

Diana Gonzalez spoke regarding raising the rates.

Horace Henderson spoke regarding parking and what they should not do is build a garage.

Oliver Sanchez spoke regarding parking rates and it being more friendly for the elderly that are not tech savvy.

Vice Mayor Rose is comfortable with the \$2.00 rate and would not like to raise it more until they hear from the Town Planner and the Town Manager. He is comfortable with where they are now and wait to hear from DVAC.

Commissioner Landsman stated that studies take too long and their commitment is to help the community and they can relook at this in the future after they have more data. He also responded to Mr. Henderson's comments regarding a parking garage and nothing has been discussed regarding a parking garage.

Mayor Danzinger closed public comment.

Mayor Danzinger spoke regarding the possibility of raising the rates and the parking tickets are controlled by the County. He suggested raising the rates as well as raising it on the weekends.

Vice Mayor Rose asked if this is for a SMART system. He stated that he will not be raising rates for residents but agrees with raising the rates for the public. He spoke regarding the validation system and believes they should do the study suggested by Mr. Kousoulas and that information would be very helpful.

Mayor Danzinger stated that there is an item that will discuss SMART parking and today it is about raising the rate by \$1.00.

Commissioner Landsman stated that during the campaign the issue has been parking. He stated that the parking has been a conversation for the last 6 years. He stated that today it is about rates. He spoke regarding raising the rates in order not to incentivize individuals from staying in the parking. His recommendation to increase the prices of all the lots to market and is an advocate of doubling the rates to \$4.00 and \$6.00 an hour. He stated that something has to be done today to help the Town. He spoke regarding alternative methods of traveling.

Mayor Danzinger spoke regarding the rates the City of Miami Beach has on their lots.

Commissioner Meisheid spoke regarding the time she was Chair of DVAC and the study.

A motion was made by Commissioner Landsman effective immediately to double the rate from \$2.00 to \$4.00 and from \$3.00 to \$6.00 on all lots in Surfside. The motion died for lack of a second.

A motion was made by Vice Mayor Rose to raise the rates from \$2.00 to \$3.00 and \$3.00 to \$4.00, seconded by Commissioner Landsman. The motion carried with a 3-1 vote with Commissioner Meisheid voting in opposition and Commissioner Velasquez absent.

[2022 - Parking Rates Surrounding Municipalities - Variable Rate Analysis.docx](#)

## **2.B Discussion Regarding Beach Furniture Ordinance - Vice Mayor Jeff Rose**

The operational limits imposed by the Ordinance should be reviewed to ensure they better balance the need for public access and enjoyment of the beach with the operational requirements of oceanfront property owners or beach furniture operators that cater to visitors and residents alike.

Specifically, the following areas of the Ordinance should be considered:

1. Address the number of pre-set beach furniture each morning to ensure access to beachgoers from oceanfront properties. Currently, the Ordinance permits five (5) chairs to be pre-set per beach furniture operator, regardless of size of the beachfront property. Consideration may be given to increasing the number of pre-set beach furniture based on lineal footage or each beach furniture operator's beach frontage.
2. Address the operational realities of beach furniture staging, including numbers, worker safety, and daily transport of beach furniture. Currently, the Ordinance permits a beach furniture operator a staging area of 8' by 8' located 15 feet seaward of the vegetation line of the dune for as-needed on-demand distribution to beach users, limited to 10 chairs. Consideration may be given to increasing the size of the staging areas for beach furniture, as well as the permitted number of beach furniture that may be staged and ready for location on the beach. Also, to be addressed is the storage and transportation of beach furniture and towels by beach furniture operators, including consideration of a tent-like storage structure or table for shade for employees and storage and distribution of towels, to be removed at the end of each day. Consideration should also be given to allowing beach furniture operators

to use a battery operated cart or similar vehicle for transportation of beach furniture.

3. Improve efficiency of code compliance efforts, by limiting total beach furniture for each beach furniture operator based on area of beach frontage rather than strict formulas.
4. Clarify or revise those areas where beach furniture can be placed in front of a beach operator's property to better ensure accessibility, compliance and improve monitoring.
5. Since compliance will be easier to monitor, increase fines for non-compliance and provide for suspension of permit for repeated noncompliance.
6. Consider beach furniture permit timeframes of 3-5 years, subject to compliance with applicable regulations and the Ordinance.

Balancing public and private needs in addressing the above issues should go a long way towards ensuring Surfside remains a top-notch tourist destination while providing all residents safe and convenient access to the beach. In addition, a better balance of measures is expected to moot the pending lawsuit or at least reduce the incentive for the Grand Beach Hotel to continue with it.

Mayor Danzinger introduced the item and reduce the time from 3 minutes to 2 minutes.

Vice Mayor Rose agrees to hear from everyone and there is a lot of misinformation out there and is fine with 2 minutes per speaker and have thorough conversation among them. He stated that he is glad that they have a good turnout.

Commissioner Landsman is fine with the 3 minutes and the only caveat is that there are several people that have the same opinion and if you agree with other speakers they then do not have to use their 3 minutes. He reiterated that they have not discussed this and they need to have time to discuss and make a decision.

Commissioner Meischeid agrees with Commissioner Landsman and would be more comfortable with 3 minutes.

Mayor Danzinger opened public comments.

Vice Mayor Rose introduced the item and stated that there are good things in the ordinance and others that could cause lawsuits. He stated that the charter was voted on and there will be no storage on the beach and no vehicles on the beach. He spoke regarding what is private property, beach property, Town property and County property.

A motion was made by Vice Mayor Rose, seconded by Commissioner Meischeid for purposes of discussion.

A motion was made by Vice Mayor Rose to move forward with the item, seconded by Commissioner Meischeid.

The following individuals from the public spoke:

Diana Gonzalez stated that they need to store the chairs and clarify how the new

decisions would work.

Mike Weiss spoke regarding looking out for the citizens and how the beaches will be used in the future.

Ironia Vistoya spoke regarding not being in agreement with what is being proposed.

Soledad Crawnsnor spoke regarding the overcrowded chairs and garbage on the beach.

Joshua Epstein spoke regarding leaving more space for the residents and does not understand presetting.

Mariana Ferola spoke against the beach chairs and spoke regarding the turtle nesting in Town and protecting the beach.

Benny Rubenstein spoke against the beach chairs.

Freddy Geroni spoke against the beach chairs and wants the environment to be priority.

Marla Burski spoke against the beach chairs on the beach.

Moru Abrudsky spoke on the item.

Julie Low spoke against the beach chairs and suggested a having a referendum.

Horace Henderson spoke against the beach chairs.

Victoria Saife spoke against the beach chairs and spoke regarding emails from 2016 through 2019.

Eliana Salzhauer spoke against the beach chairs and changes to the ordinance.

Jeffrey Platt spoke against the beach chair ordinance.

Phyllis Shamus spoke against the beach chair ordinance.

Andres Sockolof spoke against the beach chair ordinance.

Clara Diaz Leal spoke against the beach chair ordinance.

Oliver Sanchez spoke against the beach chair ordinance.

Paul O'Malley spoke against the beach chair ordinance.

David Epstein spoke against the beach chair ordinance.

Mariana Ferola spoke against the beach chair ordinance.

Shannon Gallagher spoke against the beach chair ordinance.

Min Sanchez spoke against the beach chair ordinance and putting it to a referendum.

Marina Sarabia spoke against the beach chair ordinance.

Carolina Angarita spoke regarding the beach chair ordinance, increase the number of preset and the safety of the employees.

Emil Temeltas spoke against the beach chair ordinance.

Arlene Weiss spoke against the beach chair ordinance.

Camilo Pino spoke against the beach chair ordinance and storage structure and suggested having a referendum.

Bruno Lopez spoke against the beach chair ordinance and the issues related to the lawsuits.

Charlotte Al-Sahli spoke against the beach chair ordinance.

Rodrigo Butori spoke against the beach chair ordinance.

Judy Martinez spoke against the beach chair ordinance and to keep the ordinance as it is and not make any changes and protect the turtles.

Eva Kaman spoke against the beach chair ordinance and the ordinance in existence now works fine.

Laurent Laor spoke against the beach chair ordinance.

Yolanda Gonzalez spoke against the beach chair ordinance and requested not to make changes to the existing ordinance.

Alicia Krasner spoke against the beach chair ordinance.

Meir Cosiol spoke on the item.

Ben Jacobson spoke regarding that there is no request to close the beach but a small change and in support of the changes.  
Carla Demier spoke against the beach chair ordinance.  
George Kousoulas spoke regarding the item.  
Randi Rose spoke in favor of the changes to the ordinance.

Mayor Danzinger closed public comment.

A motion was made by Vice Mayor Rose to have a five (5) minute recess at 8:02 p.m., seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

The meeting resumed at 8:14 p.m. and Town Clerk McCready called the roll with Mayor Danzinger, Vice Mayor Rose, Commissioner Meischeid and Commissioner Landsman present with Commissioner Velasquez absent.

Mayor Danzinger spoke regarding adjusting the beach chairs and changes need to be done. He spoke regarding what the hotels mean to this Town and over a decade ago this Town was a poor town and they had to fire half of the police force. The hotels bring revenue to the Town and tourist dollars. He stated that they are the partners to our Town. The beach is public property and it belongs to everyone. He spoke regarding it not being fair for the elderly to be carrying chairs to the beach. He also stated that the turtles lay the eggs at night and the beach is empty at that time.

Vice Mayor Rose stated that the last referendum, there will be no storage or overnight storage or electric vehicles on the beach. They will not be having lifeguards bringing the chairs or building something to hold the chairs. He stated that the feedback they got was that the residents want chairs and umbrellas and not have to carrying them to the beach. He stated that he appreciates the emails they received but this conversation has to be had. He stated that what he wants to speak about and gave a general overview. He does not want to change the box. The premier seats are for residents that want to bring beach chairs or towels and it is for anyone to use, he does not want to change the box whatsoever. He discussed who owns the hard pack. He stated that during the summer the chairs should be gone by dusk. He clarified information regarding the presetting, storage area and have some clarity on that section. He provided his input and suggestions.

Town Attorney Arango stated that the hard pack is privately owned and the Town has acquired a couple of easements.

Vice Mayor Rose stated that he is fine with the size of the box.

Town Attorney Arango asked if he is referring to the beach chair allocation.

Vice Mayor Rose stated yes.

Town Attorney Arango stated that it is on file with the Town Clerk and it varies depending on the property and there are limits and setbacks on the box and explained what those were.

Mayor Danzinger asked for clarification on the area of the box and street ends.

Town Attorney Arango addressed the questions by Mayor Danzinger.

Mayor Danzinger asked Code Compliance Manager Santos-Alborna if the 15 feet is enough.

Code Compliance Manager Santos-Alborna stated it is.

Commissioner Meischeid stated that it works.

Commissioner Landsman stated that he is fine with the box and has no reason to increase the box.

Vice Mayor Rose spoke regarding the staging area which is an 8 x 8 and has no height limit on staging area and would like to put a limit on the height. He stated to max out a 4 1/2 feet high and have per 100 linear feet one staging area capping it at 4 1/2 feet height.

Commissioner Landsman stated that one staging area is enough and he will be fine with increasing the staging area to 10 x 10 and limitation of the amount of chairs they can have for staging. He stated that he would have more consideration for more chairs for the community center for the residents. He is not in favor of two staging areas.

Vice Mayor Rose explained how he wanted to make it consistent.

Commissioner Landsman stated carving out an area for staging. He is supportive to increase the staging area to 10 x 10 and a few more chairs in that staging to 15 chairs from 10 chairs. He stated that some chairs are smaller than others. He will not support two staging areas or more per property depending on the size of the property.

Vice Mayor Rose suggested to cap the staging area at 2 maximum.

Commissioner Meischeid agrees with Vice Mayor Rose.

Vice Mayor Rose spoke regarding the initial pre-stage area and the community center area and discussed the calculation and how many chairs would be at the community center for the Town residents. He stated that 100 feet would be 20 preset chairs.

Commissioner Landsman stated that if they change this ordinance it will be across the border to all properties. He stated that there are 23 condominium buildings and filled with residents and they should have access. He stated that his belief with preset is to have some chairs out in the morning before the heat of the day and they will be occupied when the residents or guests want to use them. He discussed what the staging area is used for and it is done before the heat of the day. He is not comfortable with a significant amount of presets and he came up with 5 or possibly 10 per property.

Vice Mayor Rose stated that he came up with the number per linear footage per property to make it fair.

Commissioner Landsman stated that this needs to be made where code enforcement could enforce it and can easily see. He is comfortable with a modest preset number.

Vice Mayor Rose stated that he is good with .2 per 100 linear feet.

Commissioner Meischeid spoke regarding the preset and believes that they need to keep into consideration the operators and would be comfortable with what the Vice Mayor stated.

Mayor Danzinger stated that the percentage should be the way to go with it because it depends on the size of the properties and the formula would not impede the residents sitting on the beach.

Vice Mayor Rose stated that the front is always reserved for the residents and explained how the box works and it is tied with the water line.

Commissioner Meischeid spoke regarding the photos she took this weekend and provided copies to the members of the commission.

Mayor Danzinger stated to the public that he understands it is a hot item and stated that it is more than the 40 that are just in the room and reiterated the decorum to the public.

All members of the Commission agreed to the .2 per 100 linear feet with Commissioner Landsman voting in opposition and Commissioner Velasquez absent.

Vice Mayor Rose spoke regarding electric vehicles, hydraulics and maximum of 5 mph only on the hard pack and not allowed on the beach.

Mayor Danzinger is fine with a push cart and he is not in support of a ride on vehicle.

Commissioner Landsman stated in moderation and the one device is one similar to the one the airport uses for luggage. He stated that they need to have less and not have a type of vehicle that is driven.

Commissioner Meischeid stated that she has seen the hardship the workers experience. She is fine with an electric vehicle even if it goes 3 mph only on the hard pack.

Vice Mayor Rose clarified it is only on the hard pack.

Vice Mayor Rose wants to reflect the times for the seasons and would suggest to dusk.

Mayor Danzinger stated he is fine with dusk.

Commissioner Meischeid suggested sunrise to sunset.

Vice Mayor Rose is fine with sunrise to sunset.

Mayor Danzinger is comfortable with sunrise to sunset.

Commissioner Landsman is more concerned with the number of chairs and is fine with the time.

Consensus was reached for sunrise to sunset with Commissioner Velasquez absent.

Vice Mayor Rose spoke regarding logistics of the tents being set up and the staging tent area for the chairs provided by the Town. He asked if they want to use the tent for water bottles and towels or the chairs. He stated that they need to have something in the ordinance to identify who will be providing the water and there should be a sense of responsibility to be able to enforce where the liter is coming from.

Mayor Danzinger asked then to add to the code branding on the water bottles of the hotels in order to enforce the littering.

Commissioner Landsman stated that it exists today the tents for water and towel service. He does not think a couple of feet will make a difference and bringing it closer to the beach will create more clutter and is not in favor of that and our code enforcement should not be looking out for who the bottle belongs to.

Mayor Danzinger asked Commissioner Landsman if he does not want to enforce litter.

Commissioner Landsman stated that he just does not believe they should have branded water bottles.

Commissioner Meischeid spoke regarding the handout she provided and believes it is the responsibility of the beach attendant to make sure there is no litter. She does not believe there needs to be any changes in that section.

Mayor Danzinger stated that the branding is good for the hotels and also good to keep each building accountable and protection for them.

Vice Mayor Rose stated that he just does not want to leave it up in the air.

Mayor Danzinger is in favor of holding them accountable for the littering. He stated that serving food and drinks on the beach will come at a cost.

Vice Mayor Rose stated that they need to hold the buildings accountable.

Code Compliance Manager Sanchez-Alborna stated as the ordinance states the beach attendants are responsible to clean the box several times a day and they will receive a citation if they do not clean up.



Vice Mayor Rose would also like to see the fines higher from \$200 to \$500.

Code Compliance Manager Sanchez-Alborna gave the violation fees as it pertains to the code.

Commissioner Landsman asked if the condominium buildings do not have an operator who gets fined.

Code Compliance Manager Sanchez-Alborna stated it would be the owner who violated the ordinance.

Vice Mayor Rose spoke regarding incentivizing everyone to play by the rules and increase the fines and not receiving the renewals.

Mayor Danzinger asked if it is only for liter.

Code Compliance Manager Sanchez-Alborna said for any violation.

Mayor Danzinger stated that he is in agreement with the operator losing their license after their 3rd violation.

Code Compliance Manager Sanchez-Alborna explained the process of the notice of violations.

Commissioner Meischeid asked if they apply for a license or permit.

Code Compliance Manager Sanchez-Alborna stated it is a permit and they have to apply on a yearly basis and provide their documentation.

Commissioner Meischeid asked if there is something in the code if they have a certain amount of violations they cannot get the permit.

Code Compliance Manager Sanchez-Alborna addressed the comments made.

Further discussion took place among the Commission and Code Compliance Manager Sanchez-Alborna regarding the violation and fine process.

Mayor Danzinger spoke regarding the fines and suspensions on the permits.

Code Compliance Manager Sanchez-Alborna stated that currently it is on a year by year basis and they require liability insurance.

Town Attorney Arango stated that is because the insurance and indemnification has to be done on a yearly basis.

Code Compliance Manager Sanchez-Alborna stated that the fines are dictated by Florida Statutes and they are at the maximum allowed. She stated that they are required to have a survey on file and possibly having the survey redone every five years, the indemnification agreement, operations plan, payment and insurance.

Mayor Danzinger asked if she sees a benefit in them having to reapply .

Code Compliance Manager Sanchez-Alborna stated that having them apply by August is fine.

Commissioner Landsman stated that they should come in every year to apply and provide the required documentation.

Code Compliance Manager Sanchez-Alborna stated that they prefer yearly.

Further discussion took place among the Commission regarding this portion and having the proper documentation on a yearly basis.

Mayor Danzinger asked Jeffrey Platt and Eliana Salzhauer to stop disrupting the meeting and advised them this is their last warning before being removed from the meeting.

Commissioner Meischeid stated that she is in favor of yearly permits.

Consensus was reached to leave the fines as they are and the suspension of the permits and the contract term for a year.

Vice Mayor Rose spoke regarding not restricting the beach operation chairs.

Mayor Danzinger asked if this comes with a charge.

Vice Mayor Rose stated that we should not be saying that they cannot give free chairs to the residents.

Commissioner Landsman asked how they can know who is in that chair. He spoke regarding if one of the condominiums restricting who can use the chair. If you are a resident and you can use it then it is fine without going over the maximum amount of chairs.

Consensus was reached on this portion of the ordinance.

Vice Mayor Rose spoke regarding beach chairs behind the community center and what is the ratio per 100 feet.

Commissioner Meischeid spoke regarding not having to count chairs if they are in the box.

Mayor Danzinger stated that they are not talking about preset but the individuals sitting in the chair. He does not understand why you are limiting that and what do you do when you hit 401.

Commissioner Meischeid agrees and it needs to stay within the box.

Vice Mayor Rose stated that the ones that bring a towel and the community center is

still within the preset.

Commissioner Landsman stated that the box is sizable and they need to have a number of how many chairs. He stated that anyone can bring a towel and sit down. They are talking about the maximum amount of how many chairs are allowed and he is not in agreement with increasing the density of the box.

Mayor Danzinger stated that they are talking about the amount of residents not the amount of chairs and does not seem fair to that resident. He stated that another resident could bring their own chair. He stated that the box is not filling it with chairs but with people.

Further discussion took place among the Commission regarding the amount of chairs and the box as it pertains to this section.

Vice Mayor Rose is not comfortable leaving only 64 chairs behind the Community Center and he can agree to allow whatever fits in the box.

Vice Mayor Rose spoke regarding how to handle the empty chairs and when do you start refilling the chairs and what is the idea on how to handle the Town's operations on how it would look like.

Commissioner Meischeid asked Code Compliance Manager Sanchez-Alborna how it is handled now.

Code Compliance Manager Sanchez-Alborna explained how it is working and it is hard to enforce when some of them go upstairs to have lunch and it is challenging. She stated that no operator will put more preset chairs than needed because it is a lot of work.

Vice Mayor Rose reiterated what was discussed which was beach chair furniture still prohibited, remove every day the chairs, storage boxes still prohibited and no electric vehicles on the beach.

Mayor Danzinger recessed the meeting at 9:29 p.m.

Mayor Danzinger called the meeting to order at 9:35 p.m.

Town Clerk McCready called the meeting to order and all were present with Commissioner Velasquez absent.

Commissioner Meischeid stated that the beach attendants should be constantly made aware and make sure that they are looking out for litter.

Mayor Danzinger asked how they are enforcing it currently.

Code Compliance Manager Sanchez-Alborna stated it is challenging and at the end of the day it will be easier to have something in the ordinance to have the attendants to check several times to make sure it is cleaned up.

Vice Mayor Rose stated that is why he suggested having branding because if there is litter outside the box then who will take accountability for the litter.

Commissioner Landsman stated that he does not believe they have a trash problem and the property owner should be responsible for that section of their beach.

Mayor Danzinger stated that they are good with that and summarized what has been discussed.

1. No changes to the box. The box stays with whatever is currently in the ordinance.
2. 4 1/2 feet maximum height limit and 1 storage area per 100 linear feet.
3. preset is .2 per 100 linear feet.
4. vehicles hand carts, electric hand carts and electric golf carts up to 3 mph maximum on the hard pack.
5. logistics - sunrise to sunset; not increasing fines or extending permits for 3 years, provide chairs for the public in cooperation with the condos.
6. no limitations on the chairs and working with what is in the box.
7. liters - property to maintain property at all times all day as needed and building having cooperation with other buildings.

Vice Mayor Rose stated that they did not change the beach storage and no electric vehicles on the beach.

A motion was made by Vice Mayor Rose to move forward with an ordinance on first reading with the stated changes, seconded by Commissioner Meischeid. The motion carried with a 3-1 with Commissioner Landsman voting in opposition and Commissioner Velasquez absent.

[Current Code Sec. 86-26.docx](#)

[Ordinance No. 2020-1714 Beach Furniture.pdf](#)

### 3. Adjournment

A motion was made by Vice Mayor Rose, seconded by Commissioner Landsman to adjourn the meeting at 9:47 p.m.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

\_\_\_\_\_  
Sandra N. McCreedy, MMC  
Town Clerk



**Town of Surfside  
Planning and Zoning Board Meeting  
MINUTES  
May 26, 2022  
6:00 PM  
Town Commission Chambers**

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

Chair Frankel called the meeting to order at 6:02 p.m.

Present: Chair Judith Frankel, Vice Chair Carolyn Baumel, Board Member Ruben Bravo, Board Member Jonathan Edderai, Board Member David Forbes, and Alternate Board Members Michael Szafranski and Grace Rais.

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

**2. Town Commission Liaison Report**

**3. Approval of Minutes**

**3.A Approval of Minutes - April 28, 2022 Planning and Zoning Board Meeting Minutes**

A motion was made by Vice Chair Baumel to approve the April 28, 2022 Planning and Zoning Board Meeting Minutes, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[2022-04-28 Planning and Zoning Board Meeting Minutes.pdf](#)

**4. Combining July and August 2022 Meetings.**

**4.A Combining July and August 2022 Meetings and holding the meeting August 25, 2022 at 6:00 p.m. - Evelyn Herbello, Deputy Town Clerk**

Due to scheduling conflicts by several Board Members in July, the desire of the Board is to combine the July and August meetings be combined and held on August 25, 2022 at 6:00 p.m.

Town Attorney Tony Recio introduced the item and requested a motion if the board would like to combined both meetings.

After a brief discussion, some members stated they will not be available in the month of June.

A motion was made by Board Member Forbes to combine the July and the August 2022 meetings and hold it on August 25, 2022, seconded by Vice Chair Baumel. The motion carried with a 5-0 vote.

## **5. Ordinances**

### **5.A Nonhabitable Understory - Commissioner Marianne Meischeid**

Consider and adopt an ordinance at first reading to amend the zoning code to allow a nonhabitable understory in low-rise residential areas.

Town Attorney Recio presented the item to the Board.

Town Clerk McCready read the title of the ordinance.

Chair Frankel opened the meeting for public comments and the following members of the public spoke:

George Kousoulas spoke in favor of the ordinance.

Victoria Saiffe spoke against the item and requested to put this issue to a referendum.

Eliana Salzhauer spoke against the ordinance.

Yolanda Gonzalez requested for the ordinance to be put to a referendum.

Chair Frankel closed the public hearing.

Town Planner Keller is in support of the ordinance. However, he believes that the ordinance as written may go too far as to what is allowed in the understory. He provided the board members with photos and a site plan that would provide an idea of different projects that he has received. He recommends that the H30A district should reduce the floor area to 8% and H30B district be limited to 10% and for the H30C district he is recommending no more than 50%.

Chair Frankel believes that this proposal provides an alternate use for existing space.

Board Member Forbes also believes that the proposed ordinance will look good but he was torn between two specific speakers

Vice Chair Baumel stated that she is in favor of the understory and she believes that one of the biggest issues is that they are calling it an "understory". It comes down to individual interpretation.

Alternate Board Member Szafranski asked if the height of the houses will change with this ordinance. Town Planner Keller responded that the height of the houses will not be affected and will remain at 30 feet.

Board Member Bravo asked what are the zoning steps to have an amendment approved. Town Attorney Recio explained the process to the board.

Alternate Board Member Rais asked about the FEMA requirements

Town Planner Keller explained and stated the base flood elevation of 8 feet plus 2 feet.

Alternate Board Members Rais stated that the photo attached to the item in her opinion looked like a two story house on stilts and in her opinion looked less of an encroachment when you are next to it. She stated that they should be careful and mindful of the wording that goes into the ordinance so that no one takes advantage of it or finds any loopholes.

Board Members Bravo spoke about getting educated sometimes is very important. He stated that workshops are helpful for residents and board members to get educated and learn more about different proposals. He stated that he is aware that the proposal is consistent with the code. He believes there is a good intent but he expressed concerns on how to make sure there are no fencing or other things.

Chair Frankel stated that the previous Planning and Zoning Board discussed this issue in the past for a while.

A motion was made by Vice Chair Baumel to recommend to the Town Commission approval of the ordinance with Town Planner Keller's recommendations to include H30A to 8%, H30B to 10% and H30C to 50%, seconded by Board Member Forbes. The motion carried with a 4-1 vote with Board Member Bravo voting in opposition.

[Photo 8950 Irving UnderstoryFront.pdf](#)

[Photo 8950 Irving Understory Light Air.pdf](#)

[Ordinance Re Nonhabitable Understory - First Reading - 5-4-22.pdf](#)

## **6. Applications**

Board Member Bravo made a motion to move Item 6J (9454 Harding Avenue) up on the agenda, seconded by Vice Chair Baumel. The motion carried with a 5-0 vote.

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

Town Attorney Recio polled the Board members.

No Board Members had any communication with any of the applicants.

Town Attorney Recio asked Town Clerk McCready to confirm notice requirements.

Town Clerk McCready confirmed notice requirements were met.

Town Clerk McCready swore in the applicants and anyone that would be speaking tonight.

**6.A 8995 Collins Avenue - Multifamily 12 Story Site Plan Amendment - Walter Keller, PE, AICP, Town Consultant Planner**

Staff Recommendation: Recommend to the Town Commission approval of the proposed site plan amendments subject to the following comments.

- Clarify the roof top uses are consistent with the 90-50.2(3)
- Comply with conditions of Resolution No. 19-2661
- Verify whether the landscape areas over the underground garage are included in the pervious area calculations.

Town Planner Keller introduced the application for the site plan amendment.

Graham Penn representing the Surf House Ocean Views, LLC. introduced the item and provided an overview of the history of the project and what they are proposing today.

Town Attorney Recio stated that the right of way (90th street) design that is being proposed by the applicant even though the Town appreciates it, it is not in front of the board for approval. He stated that 90th street is a public street and it will be up to the Town to approve/accept. The Board shall recommend/approve only what is proposed within the property line.

Town Planner Keller is requesting that the applicant consider adding at the end 90th street to allow beach goers to be able to drop off beach equipment and turn around to find parking. He spoke about their proposed curvilinear sidewalks and the fact that those are usually used on longer sidewalks. He requested as part of the conditions to comply with resolution 19-2661. He also spoke about landscape areas over the underground garage to make sure that are included in the pervious area calculation.

Board Member Forbes stated that he knows first hand what is going on on 90th street because he resides there. He mentioned that yesterday there were 6 trucks. He believes the building is incredible and that the applicants did a great job. He believes that it will definitely enhance the area. His only concern is that if they narrow the street (90th) it will be a bad idea.

Applicants offered to come back to the Town Commission with an operational plan.

Chair Frankel stated that maybe the administration should take a look at the Surf Club approval because she is not sure that everything that was supposed to happen is happening in practice and it may be wise to revisit their approval.

Alternate Board Member Szafranski stated that this project will be a great asset to the Town and it is a beautiful.

Vice Chair Baumel stated that she loves architecture and she appreciates what the architect and Koby Karp created with this project giving it a mid century look. She does not believe that there should be a drop off or pick up of anybody at the street end. She stated she likes the landscape and the curvy sidewalk.



Board Member Bravo thanked the entire team for an amazing concept. He stated that this building will be something that people will definitely love to look at in the future. He mentioned that the board should look into how would they like to see Surfside in the future. He asked the applicant if they are still ok with having the Florida Green Certification requirement. The applicant responded affirmatively. He spoke about the roof and the enclosed area and asked the applicant if there was any part of the roof with air conditioning and if so what was the use for it. The applicants responded that it was a non habitable space (no bedrooms, no bathrooms).

Chair Frankel stated that this project is a different design from the building to the south. She loves the variety of the different designs in the surfside skyline. She has concerns on the traffic and the cueing of cars. She stated that the serpentine walkway may be challenging for some people to navigate but she loves the look of it.

The applicant addressed all of the Chair's concern.

Town Planner Keller stated that the Public Works Director would like the streetscape to be reduced in order to have more space and not have the street too narrow.

Town Attorney Recio stated that this is Town right of way and there is no need to include it in the recommendations.

Building Official McGuinness would like to request the applicant to have LEED Certification and Silver level.

After some discussion the following motion was made.

A motion was made by Vice Chair Baumel to recommend approval of the application with staff recommendations, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

A motion was made by Vice Chair Baumel to recommend approval of the Landscape proposal, seconded by Board Members Edderai. The motion carried with a 3-2 with Chair Frankel and Board Member Forbes voting in opposition.

A motion was made by Board Member Bravo to recommend that the applicant receive either a Florida Green Certification or a LEED Silver Certification, seconded by Vice Chair Baumel. The motion carried with a 4-1 vote with Board Member Forbes voting in opposition.

[8995 Collins Avenue Table 1.docx](#)

[8995 Collins Avenue Agenda Packet-reduced.pdf](#)

**6.B 8826 Froude Avenue - New Two-Story Single-Family Residence - Walter Keller, PE, AICP, Town Consultant Planner**

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

- The site plan and drawing package refer to a garage and garage slab elevation however, the plans and front elevation do not show a garage door or garage space. Revise the drawings accordingly.
- Clarify the elevation of the roof relative to a maximum height limit of 30 feet and provide detail on the parapet wall height.
- Provide additional information to support the proposed existing floor area coverage is 2,247 SF.
- The deck and stairs in the north side yard are in the side yard setback area and need to be removed per the Zoning in Progress.
- Provide additional information to support the proposed existing floor area coverage is 2,247 SF.
- Pool equipment should be located at least 15 feet from the adjacent residence.
- Per the Zoning in Progress, 35% of lot needs to be landscape/pervious material, 50% of front yard setback area must be landscaped/pervious material and 40% of the rear yard setback area must be landscape/pervious material. All landscaped/pervious areas need to be 40% Florida-Friendly materials. Provide table on site plan and calculations to show this requirement is met.
- Turf grass is specified in Sheet L-1. Is this synthetic turf or a native or exotic grass? Synthetic turf is not allowed except when all natural landscape/pervious material satisfies area requirements.
- A tree removal permit is required prior to the removal or relocation of existing site trees, per Sec. 90-97.

Town Planner Keller presented the item to the Board.

Building Official McGuinness spoke on the item and stated that if an air conditioning unit is added by the pool it will require a small elevation.

The applicant spoke in favor of the item. He stated that this home was previously approved to have a two story and he took the same plans and removed the garage. He further stated that the house will not be higher than 30 feet. He stated that he will be installing regular grass.

Chair Frankel opened the public hearing for members of the public. There being no one from the public wishing to speak, the public hearing was closed.

Board Member Edderai asked when would the zoning in progress expire.

Town Attorney Recio provided the information and stated that if it is not renewed, there will be no requirement to meet the zoning in progress.

Alternate Board Member Rais raised questions regarding the stucco behind the house number.

Applicant clarified it was just stucco with edging.

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

[8826 Froude Avenue Agenda Packet.pdf](#)  
[8826 Froude Avenue Table and Aerial.docx](#)

**6.C 9348 Byron Avenue - New Two-Story Single-Family Residence** - Walter Keller, PE, AICP, Town Consultant Planner

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

- Plat Waiver approval by the Town Commission and Miami Dade County.
- Information provided on A.100 is not relevant to the site. Information should be added considering the Plat Waiver survey to clearly describe the site plan area.
- Provide additional information to support the proposed floor area coverage.
- Roof overhang is limited to a maximum of 24 inches.
- Air conditioners, pool equipment and or mechanical equipment are not included on the drawings. This equipment should be located at least 15 feet from the adjacent residence. The pool equipment and the mechanical equipment will also be required to meet Flood elevation requirements.
- Many of the proposed trees are not Florida Friendly species. Zoning in Progress requires 40% of the landscape material to be Florida Friendly.
- A tree removal permit is required prior to the removal or relocation of existing site trees, per Sec. 90-97.

Town Attorney Recio requested deferral of this item due to a noticing issue.

A motion was made by Board Member Bravo to defer this application to the June 30, 2022 Planning and Zoning Board Meeting, seconded by Board Member Forbes. The motion carried with a 5-0 vote.

[9348 Byron Avenue Agenda Packet.pdf](#)  
[9348 Byron Avenue Table 1 and Aerial.docx](#)

**6.D 9425 Carlyle Avenue** - Walter Keller, PE, AICP, Town Consultant Planner

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

- Provide information (area calculations and table) to verify the floor area characteristics for the first and second floors.
- What is the mechanical equipment located on the second floor (ASHP)?
- The proposed aluminum fence should be defined to ensure height dimension requirements are met for the fence. Maximum height for a fence is limited to 6 feet, per see Sec. 90-56.
- A tree removal permit is required prior to the removal or relocation of existing site trees, per Sec. 90-97.

Town Planner Keller introduced the item to the Board.

Building Official McGuinness requested that a flood elevation be mentioned.

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The applicant stated that the calculations are located on the first page of the documents.

Town Attorney Recio asked the applicant to state what ASHP stands for.

The applicant stated that is a way to say air conditioning equipment. The air conditioning equipment will be located on the second floor.

Board Members Forbes asked where the pool equipment will be located.

The applicant stated that the pool equipment will be located under the BBQ area.

Chair Frankel asked the applicant to speak about the material.

The applicant stated that he will be using stucco painted and silver travertine. The roof will be a silver metal roof.

Alternate Board Member Rais asked the applicant about the front elevation of the windows, as they seem not to have a header (rendering AO5).

The applicant stated that they are going for a modern look with a straight roof.

Alternate Board Member Rais stated that she is only seeing big block houses.

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

[9425 Carlyle Avenue Agenda Packet - Redacted.pdf](#)

[9425 Carlyle Avenue Table 1 and Aerial.docx](#)

#### **6.E 1385 Biscaya Drive - Walter Keller, PE, AICP, Town Consultant Planner**

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

- The side yard setbacks are not consistent with the Town Code. The Applicant is submitting a Variance Request to reduce the side setbacks due to the irregularity of the lot.
- Provide additional detail and information on the front yard wall. The Planning and Zoning Board will need to give design approval on the front yard wall.
- Pool equipment should be located at least 15 feet from the adjacent residence.
- It is not clear which existing trees are being retained or removed. Please clarify.
- Per the Zoning in Progress, all landscaped/pervious areas need to be 40% Florida-Friendly materials. Provide table on site plan and calculations to show this requirement is met.
- A tree removal permit is required prior to the removal or relocation of existing site trees, per Sec. 90-97.

Town Planner Keller introduced the item to the Board.

The applicant presented the item and provided a PowerPoint presentation.

The applicant is requesting a variance. He is proposing a 20-foot front setback with a rear setback of 31 feet 5 inches and side setbacks of 7.83 feet north and 8.83 feet south. The total lot pervious area proposed is 69% where 35% is required. The front yard setback pervious area is 79% where 50% is proposed to remain pervious.

Town Planner Keller believes that they can make changes to the design in order to make the house feet better and he believes that a 10 foot setback variance is more doable.

Chair Frankel opened the item for public comments.

George Kousoulas spoke on this item and stated that variances are very specific. He stated that is not about the house being beautiful but if it feels right to the board.

Chair Frankel closed the public comment portion of the meeting.

Chair Frankel stated that she is happy to see that they have the 21% lot coverage. She expressed that she likes the project and that they know what the applicant is looking for.

Board Member Bravo stated that they have to keep in mind the uniqueness of each project. He stated that there are not a lot of homes in Town with the same lot geometry. He likes that it is not another square box which is what they are trying to avoid.

Vice Chair Baumel thanked them for the renderings provided. She mentioned that what they created is unique and it is worthy of Surfside. She likes the style of the home and that the house seems to connect and she liked that it is different.

Alternate Board member Szafranski stated that he likes the project. He mentioned that this property is an exception to the rule because the lot is not evenly shaped and that the variance process exist for a reason, irrespective of the architecture which is gorgeous, everyone needs to realize that zoning is not an exact science.

Board Member Forbes stated that the house fits perfectly and it looks great. He believes it is a tough lot and what they did with it is beautiful.

Chair Frankel stated that having the lot size and the reduced lot coverage should be considered when discussing the variance.

Town Attorney Recio clarified to the board that they can imposed conditions on the approval of the variance.

Approval for the house under the following conditions:

- More information on the front yard wall. The Planning and Zoning Board will need

to give design approval on the front yard wall.

- Pool equipment must be 15 feet from the adjacent residence.
- Need to address the pervious areas to be 40% Florida Friendly materials.
- Tree removal permit may be required prior to the removal or relocation of existing site trees per section 90-97.

Building Official McGuinness requested elevation marks on the garage and provided extra comments related to flooding.

After a lengthy discussion the following was made.

A motion was made by Vice Chair Baumel to recommend approval of the variance as presented, seconded by Board Member Forbes. The motion carried with a 4-1 vote with Chair Frankel voting in opposition.

A motion was made by Vice Chair Baumel to approve the house with conditions from Town Planner Keller and Building Official McGuinness, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[1385 Biscaya Drive Agenda Packet.pdf](#)

[1385 Biscaya Drive Table 1 and Aerial.docx](#)

**6.F 8843 Abbott Avenue - Walter Keller, PE, AICP, Town Consultant Planner**

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

- Provide an elevation drawings for all elevations.
- Per Sec. 90-54.2, Accessory swimming pools and decks, open and unenclosed, or covered by a screen enclosure, may occupy a required rear or side setback, subject to the following minimum rear and side setback of 5 feet. Please provide the rear and side setback for the pool and terrace.
- A tree removal permit is required prior to the removal or relocation of existing site trees, per 90-97.

Town Planner Keller presented the item to the board.

Property owner spoke on her item.

Building Official McGuinness wanted to confirm that the applicant will not be touching the garage.

The property owner responded that was correct.

Board Member Bravo asked a few questions. He also asked about the windows. The applicant stated that the windows will all be changed.

Chair Frankel spoke about the conditions.

Alternate Board Member Rais asked regarding the condensing unit and for it to be relocated to the back and to make sure that the pool equipment is 15 feet from the

neighboring house.

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

[8843 Abbott Avenue Agenda Packet.pdf](#)

[8843 Abbott Avenue Table 1 and Aerial.docx](#)

#### **6.G 9173 Froude Avenue - Walter Keller, PE, AICP, Town Consultant Planner**

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

- Provide justification for granting the Practical Difficulty Variance per Section 90-36.1 (9) of the Town Zoning Code.
- Clarify the covered entry porch is included in the proposed floor area coverage of 2,367 SF.
- Pool equipment should be located at least 15 feet from the adjacent residence.
- Clarify the fence condition on the rear yard and note the finished side of any new fence will face outward.
- Per the Zoning in Progress, all landscaped/pervious areas need to be 40% Florida-Friendly materials. Provide table on site plan to demonstrate this requirement is met.
- A tree removal permit is required prior to the removal or relocation of existing site trees, per Sec. 90-97.

Vice Chair Baumel recused herself from this item due to a conflict of interest and provided the required Form 8B "Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers". She stated that Architect Mr. Juan David is representing her and not George Kousoulas and she is the owner and the builder for the property. She left the room while this item was being discussed.

Town Planner Keller presented the item to the board. He explained that this property requires a practical difficulty variance and will have to meet four criterias according to the Town Code.

Architect Juan David addressed the criterias required to meet for the practical difficulty variance. He stated that the front of the house will not change. He believes that the changes will not have a bad impact on the character of the neighborhood.

Town Planner Keller stated that he does not believe it will impact the character of the neighborhood because the proposals will be mainly on the back. He believes that this increase will extend the life of the residence for more years and he is supportive of the variance. He would like to make sure that the numbers of the roof are on the plans. He recommends approval of the variance.

Building Official McGuinness would like to add another condition to request a 50% FEMA rule.

Alternate Board Member Szafranski spoke on the item and stated that this is a great

addition and he does not believe that anyone will have an issue with what the applicant is presented.

Board Member Bravo stated that he appreciates that the applicant is keeping a one story house and not creating an entire new home.

Chair Frankel asked about the front arch.

Mr. David stated that they will modernize it but will keep the medallions and the same character.

A motion was made by Board Member Bravo to recommend approval of the practical difficulty variance and to approve the application with staff recommendations, seconded by Alternate Board Member Szafranski. The motion carried with a 5-0 vote with Vice Chair Baumel recusing herself from this item and Alternate Board Member Szafranski voting on this item.

[9173 Froude Avenue Agenda Packet.pdf](#)

[9173 Froude Avenue Table 1 and Aerial.docx](#)

**6.H 8834 Abbott Avenue - Walter Keller, PE, AICP, Town Consultant Planner**

Staff Recommendation: Staff does not have any issues with the driveway gates provided the Planning and Zoning Board issues design approval.

Vice Chair Baumel returned to the dais and room.

Town Planner Keller presented the item to the Board.

The applicant was not present at the meeting.

Town Planner stated that he believes they are out of Town.

A motion was made by Vice Chair Baumel to defer this item to the next meeting, June 30, 2022, to allow the applicants to be present, seconded by Board Member Forbes. The motion carried with a 5-0 vote.

A motion was made by Board Member Bravo at 9:58 p.m. to extend the meeting until 10:30 p.m., seconded by Board Member Forbes. The motion carried with a 5-0 vote.

[8834 Abbott Avenue Agenda Packet.pdf](#)

**6.I 1000-1020 88th Street - Walter Keller, PE, AICP, Town Consultant Planner**

Staff Recommendation: Pending receipt of additional information from the Applicant, it is recommended the Landscape Plan (site plan) be approved subject to the following comments.

Requirements for H30A per Zoning in Progress (In place till June)

- Thirty-five percent (35%) of the combined lot should be pervious/landscape material.



- 50% of the front yard (for western 50 feet) should be pervious/landscape material.
- 40% of the rear yard of the combined lot should be pervious/landscape material.
- Florida Friendly species should be 40% of the landscape material.
- Paddleball court is consistent with the setbacks and is approvable although additional information needs to be provided on composition, fencing (?) and dimensioning.
- Pavilion and cabana feature need elevations, dimensioning, height and size information. These are not approvable without additional detail.
- Total lot coverage is limited to 40% of the combined lot, exclusive of the pool and walks.
- Tables need to be added to the Landscape Plan (site plan) depicting zoning characteristics, pervious area and landscape requirements.

Town Planner Keller presented the item to the board.

The Engineer and Architect of record spoke on the item.

After some discussion the following motion was made.

A motion was made by Board Member Bravo to defer this item to the June 30, 2022 meeting and to place this item as the first item on the agenda, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

[1000-1020 88th Street Agenda Packet.pdf](#)

[1000-1020 88th Street Aerial.docx](#)

#### **6.J 9454 Harding Avenue - Walter Keller, PE, AICP, Town Consultant Planner**

Staff Recommendation: Recommend the Planning and Zoning Board provide design approval for the wall sign subject to the following comments:

- Illumination to be white LEDs
- Sign to be mounted on wall with a ¼ inch to 2 inch offset to allow rainwater to drain down the wall.

Town Planner Keller introduced the item to the Board.

The property owner spoke on the item.

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

[9454 Harding Avenue Agenda Packet.pdf](#)

[9454 Harding Avenue Picture.docx](#)

### **7. Discussion Items**

Mr. Bob Fisher spoke about various items including bars, windows, trash, and basketball hoops.

**7.A Walkability**

The board requested that the Town administration include them in any walkability discussion.

**7.B Zoning In Progress**

Town Attorney Recio confirmed that the Zoning in Progress will expire on June 6, 2022.

**7.C Florida Friendly Landscaping and its Benefits**

A motion was made by Vice Chair Baumel to continue with the 40% Landscape requirement, seconded by Board Member Bravo. The motion carried 4-1 vote with Board Member Edderai voting in opposition.

**7.D Air Conditioners**

Some discussion took place on this item.

Chair Frankel requested to recommend to the Town Commission to amend the air conditioning requirement for it not to require they are at a 15 foot set back.

A motion was made by Vice Chair Baumel, to move forward with Chair Frankel's recommendation regarding air conditioning, seconded by Board Member Forbes. The motion carried with a 5-0 vote.

**7.E Solar Panels and their Benefits**

This item was deferred to the June 30, 2022 Planning and Zoning Board Meeting.

**7.F Future Agenda Items**

**8. Next Meeting Date**

Town Clerk McCreedy advised the Board Members of their next meeting of June 30, 2022 and consensus was reached.

**9. Adjournment**

A motion was made by Board Member Forbes to adjourn the meeting without objection at 10:30 p.m. The motion received a second from Board Member Edderai. The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
Judith Frankel, Chair

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Planning and Zoning Board Meeting  
Thursday, May 26, 2022

Attest:



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Sandra McCready, MMC  
Town Clerk



## MEMORANDUM

ITEM NO. 3C.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **School Resource Officer for School Year 2022/2023**

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Town Administration recommends approval of the attached resolution which authorizes the execution of the Memorandum of Understanding funding the School Resource Officer for school year 2022/2023 in the amount of \$8,333.

In response to the horrific shooting at the Marjory Stoneman Douglas High School, the Florida Legislature produced, in the 2018 Legislative Session, the Marjory Stoneman Douglas High School Public Safety Act, Senate Bill SB 7026. The legislation represents a comprehensive approach to addressing school safety and includes a requirement to assign one or more safe-school officers at each school facility in the state beginning at the start of the new school year. The Miami-Dade Schools Police had requested assistance from local governments to assist in staffing some schools until proper staffing levels are achieved to fulfill the new mandate. Ruth K. Broad Bay Harbor K-8 Center is one of the schools that has been staffed by the local agency, Bay Harbor Islands Police.

Though the Town did assist in funding the School Resource Officer (SRO) via a resolution in October 2018, the full cost was covered by the Miami Dade School Board for the last few school years. Officer Brilliant of the Bay Harbor Islands Police Department was the dedicated officer who is very familiar with the school, teachers, parents, kids etc.

The Miami Dade School Board will no longer fund the local dedicated SRO through a Memorandum of Understanding with Bay Harbour Islands at full cost and will replace the SRO with another officer from the Miami-Dade Schools Police which is not familiar with the children or the school. Bay Harbor Islands has reported that they have noticed the new officer was not consistently present at the Ruth K. Broad Bay Harbor K-8 Center for the short time they were assisting during the summer.

The Miami Dade School Board will partially fund an SRO, through the Bay Harbor Island Police Department, in the amount of \$35,000. Bay Harbor Islands will be entering into a Memorandum of Understanding directly with the Miami Dade School Board and will employ the designated SRO.

Surfside would be joining the neighboring communities of Bay Harbor Islands and Bal Harbour in support of this program by supplementing the School Board's contribution to cover the full cost of the School Resource Officer. While Surfside and Bal Harbour will each share 1/3 of the cost of the Resource Officer above the funds provided by the School Board, the Resource Officer will be an employee of Bay Harbor Islands and Surfside will exercise no control or employment functions related to the Resource Officer.

[2022 School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside.docx](#)

[Resolution Approving MOU for School Resource Officer TAv2.docx](#)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF SURFSIDE, THE  
VILLAGE OF BAL HARBOUR, AND THE TOWN  
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Town of Surfside (“Surfside”), The Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a “Party.”

**WHEREAS**, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

**WHEREAS**, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (“School”) which is located in Bay Harbor Islands; and

**WHEREAS**, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which, Bay Harbor Islands will provide a police officer (“Resource Officer”) at the School during School hours and the School Board will pay Bay Harbor Islands \$30,000 towards the cost of the Resource Officer (“School Board’s Contribution”); and

**WHEREAS**, the Parties understand and agree that the cost of the Resource Officer will be approximately \$55,000, per year, which cost shall exceed the amount of the School Board’s Contribution in the approximate amount of \$25,000; and

**WHEREAS**, the Parties wish to equally share the cost of the Resource Officer that is in excess of the School Board’s Contribution (“Excess Cost”) as the Resource Officer will serve to protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

**WHEREAS**, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

**NOW, THEREFORE**, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer.
3. Based upon the information known to Bay Harbor Islands as of the Effective Date (defined below) of this MOU, the Excess Cost applicable for the School Resource Officer is anticipated to be approximately \$25,000.<sup>1</sup>

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<sup>1</sup> The anticipated Excess Cost of \$25,000 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$8,333 each.

4. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Resource Officer(s), the total cost of the Resource Officer(s), the School Board’s Contribution, the actual Excess Cost, and each Party’s equal share of the actual Excess Cost (“Invoice”). Surfside and Bal Harbour shall pay their equal share of the actual Excess Cost within thirty (30) days of their receipt of the Invoice.
  
5. Bal Harbour and Surfside’s obligations under this MOU are solely limited to their financial contribution of approximately \$8,333 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a “joint employer” of the Resource Officer or are in any way responsible for the actions or inactions of the Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Resource Officer. Bay Harbor Islands shall be solely responsible for any employment based claims made by the Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee’s actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.
  
6. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
  
7. The Parties have had the opportunity to consult with legal counsel of their choosing.
  
8. The Parties signify their agreement with this MOU by affixing their signatures below.
  
9. This MOU shall become effective the date on which it is fully ratified by the Parties (“Effective Date”). The term of this MOU shall run concurrently with the term of Bay Harbor Island’s Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit “A.”

**Town of Bay Harbor Islands, Florida**

**By:** \_\_\_\_\_  
**Maria Lasday, Town Manager**

**Date:** \_\_\_\_\_

**Town of Surfside, Florida**

**By:** \_\_\_\_\_  
 \_\_\_\_\_

**Date:** \_\_\_\_\_

**Village of Bal Harbour, Florida**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_



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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS, TO FUND THE COST OF A SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Surfside (the “Town”), the Village of Bal Harbour (“Bal Harbour”), and the Town of Bay Harbor Islands (“Bay Harbor Islands”) are municipalities located within Miami-Dade County that border each other; and

**WHEREAS**, children who are residents of the Town, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (the “School”) which is located in Bay Harbor Islands; and

**WHEREAS**, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (the “School Board”) in which Bay Harbor Islands will provide a police officer (the “Resource Officer”) at the School during School hours and the School Board will pay Bay Harbor Islands \$30,000 towards the cost of the Resource Officer (the “School Board Contribution”); and

**WHEREAS**, the cost of the Resource Officer will be approximately \$55,000 per year, which exceeds the School Board Contribution; and

**WHEREAS**, the Town, Bal Harbour, and Bay Harbor Islands desire to enter into a Memorandum of Understanding, in substantially the form attached hereto as Exhibit “A,” for the purpose of contributing equally in the approximate amount of \$8,333 each toward the remaining

cost of the Resource Officer who will serve to protect the safety of the children who reside within the Town, Bal Harbour, and Bay Harbor Islands (the “MOU”); and

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

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

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

**Section 2. Approval of MOU; Authorization to Expend Funds.** The MOU, in substantially the form attached hereto as Exhibit “A,” is approved. The Town Commission further authorizes the contribution and expenditure of approximately \$8,333.00 toward the cost of the Resource Officer.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the MOU attached hereto as Exhibit “A,” subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all action necessary to implement the MOU and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeff Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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



## MEMORANDUM

ITEM NO. 3D.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **Authorization to Award Disaster Debris Removal Services to DRC Emergency Services per RFP 2022-03 Disaster Debris Removal Services Evaluation Committee Recommendation**

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Town Administration is seeking authorization to select the proposal of award and contract disaster debris removal services with DRC Emergency Services for a period of five years with three additional one year extensions thereafter.

On April 29 2022, the Town released RFP 2022-03, Disaster Debris Removal Services, in order to procure and retain a contractor to assist the Town with debris removal services in the event of an emergency. Prior to releasing the Request for Proposals, all bid documents were reviewed by the State of Florida and Federal government for federal compliance.

On June 2 2022, during the bid letting, a total of six proposals were received. On June 15 2022, a Town staff composed evaluation review committee meet to review compliance of submittals and criteria for selection. The committee was composed of a member from the Police, Public Works, and Finance Department. As a result, the following tabulation was concluded in order of highest points to least points:

- DRC Emergency Services (288 points)
- Bergeron (274 points)
- TFR Enterprises, Inc. (272 points)
- Crowder Gulf (271 points)
- KDF Enterprises (261 points)
- Custom Tree Care Disaster Response (220 points)

No budgetary impacts are expected as the contract is only activated as a result of a declared emergency.

[Disaster Debris Removal Services Contract](#)



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
[CONTRACTOR]**

**THIS AGREEMENT** (this “Agreement” or this “Contract”) is made effective as of the \_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the “Town”), and \_\_\_\_\_, a Florida corporation (hereinafter, the “Contractor”).

**WHEREAS**, on July \_, 2022, the Town issued Request for Proposals (RFP) No. 2022-03 seeking qualified firms for Disaster Debris Removal Services, which RFP is incorporated herein by reference; and

**WHEREAS**, Contractor submitted a proposal in response to the RFP for Disaster Debris Removal Services (the “Services”); and

**WHEREAS**, the Contractor and the Town, through mutual negotiation, have agreed upon Price Schedule for the Services; and

**WHEREAS**, the Town desires to engage the Contractor to perform the Services, and to provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

**1. Scope of Services.**

**1.1.** Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and the Disaster Debris Removal Scope of Services attached hereto as Exhibit “B,” both of which are incorporated herein by reference (the “Services”). In providing the Services, the Contractor shall also perform or assist the Town in performing the following eligibility tasks:

- (a) **Damage Categorization.** Contractor shall properly group all Disaster Debris Removal Services in accordance with FEMA’s damage categories.
- (b) **Eligibility Inspections.** Contractor and the Town or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in the Disaster Debris Removal Scope of Services attached hereto as Exhibit “B.”
- (c) **Eligibility Determinations.** If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the Temporary Debris Storage and Reduction Site (“TDSRS”).

1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.

**2. Term/Commencement Date.**

2.1. The term of this Agreement shall commence on the Effective Date and continue for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager, on his discretion, may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

**3. Compensation and Payment.**

3.1. **Compensation for Services.** Contractor will invoice the Town and be paid for this contracted service in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Disaster Debris Removal Services attached hereto as Exhibit “C.”

- (a) **Unit Price for Debris.** The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization as may be directed by the Town. All eligible contracted Debris shall be invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Removal Services attached hereto as Exhibit “C.”
- (b) **Unit Prices for Stumps.** The Town will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding unit pricing or rates invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Removal Services attached hereto as Exhibit “C.”
- (c) **Billing Cycle.** Contractor shall invoice the Town on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.
- (d) **Payment Responsibility.** The Town agrees to accept the Contractor’s invoice(s) and supporting documentation showing performance of Disaster Debris Removal Services, as further set out under Exhibit “C,” and process said invoices for payment within 30 days of receipt of the Contractor’s invoice. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

- (e) **Specialized Services.** In connection with the performance of Disaster Debris Removal Services, the Contractor may invoice the Town for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under the Disaster Debris Removal Scope of Services attached hereto as Exhibit “B.” Additional specialized services or equipment will only be performed or provided if/when directed by the Town. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit “C.”

3.2. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

**4. Subcontractors.**

4.1. Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager’s sole and absolute discretion.

**5. Town’s Responsibilities.**

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor’s request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor’s Responsibilities; Representations and Warranties.**

6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor’s Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor’s sole expense, immediately correct its Deliverables or Services.

6.2. Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for



Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any services to any private sector entities (corporations, developers, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

**8. Termination.**

**8.1.** The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

**8.2.** Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Services unless directed otherwise by the Town Manager.

**8.3.** In the event of termination by the Town, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

**8.4.** Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

- (a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- (c) Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. Contractor's insurance, including that

applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**15.3.** Notwithstanding the provisions above, the Town may be required to enter into agreements with federal and/or state agencies in connection with the provision of Emergency/Disaster Relief Services. Contractor shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

**16. Ownership and Access to Records and Audits.**

**16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 16.3.** Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7.** Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Sandra McCready, MMC

**Mailing address:** 9293 Harding Avenue  
Surfside, FL 33154

**Telephone number:** 305-861-4863

**Email:** [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

- 16.9.** Contractor shall comply with the following FEMA records access requirements:
- (a) Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent

to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- (b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.
- (d) In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.**

**20.1.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town, and shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Contractor shall provide the Services in compliance with Resolution No. 2019-2646, incorporated herein by this reference and made a part hereof, and Chapter 90, Article VIII, "Landscape Requirements" of the Town Code of Ordinances.

**20.2.** Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement

shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- (a) First Priority: This Agreement and all Attachments and Exhibits (except Exhibits “A” and “D”)
  - (b) Second Priority: Exhibit “D,” FHWA-1273;
  - (c) Third Priority: the RFP;
  - (d) Fourth Priority: Exhibit “A,” Contractor’s Proposal.
27. **Boycotts.** The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
  28. **Bonding.** The Contractor shall furnish to the Town, within 72 hours of the issuance of a Notice to Proceed for Disaster Debris Removal Services, a Performance and Payment Bond executed by the Contractor, and surety company authorized to do business in the State of Florida, in an amount equal to the value established (including any contingency amounts) within an issued Notice to Proceed and/or work authorization, which bond shall be conditioned upon:

1. the successful completion of all work, labor, services, materials to be provided and furnished;
2. the payment of all subcontractors, materials and laborers; and
3. paying the Town all loss, damages, expenses, costs and attorneys' fees, including appellate proceedings, that Town sustains because of a default by Contractor under the Agreement.

If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. The Town will only accept a Performance and Payment Bond issued by a firm with an A.M. Best rating of "A-" (Excellent) or better. Contractor shall provide a letter from the Contractor's bonding company that verifies the Contractor can comply with this requirement and is capable of having a bond issued in an amount equal to or exceeding \$10,000,000.00.

Contractor's failure to provide and maintain the Performance and Payment bond required by this Agreement shall be grounds for termination, and the Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required bond.

29. **Scrutinized Company Certification.** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
30. **Drug-Free Workplace.** Contractor shall comply with Section 287.087, Florida Statutes, and accordingly shall take the following actions:
  - 30.18.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - 30.18.2. Inform employees about the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - 30.18.3. Give each employee engaged in providing commodities or contractual services under this Agreement a copy of the statement specified in subsection
  - 30.18.4. Notify employees that, as a condition of working on the commodities or contractual services under this Agreement, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - 30.18.5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.



30.18.6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**31. Federally Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200.** Contractor agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit “D” and incorporated herein by reference, and the following terms and provisions for all Disaster Debris Removal Services that are federally funded and reimbursable:

**31.1. Equal Employment Opportunity.** During the performance of this Agreement, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**31.2. Compliance with the Davis-Bacon Act.** During the performance of this Agreement, the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**31.3. Compliance with the Copeland “Anti-Kickback” Act.** During the performance of this Agreement, the Contractor agrees as follows:

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**31.4. Compliance with the Contract Work Hours and Safety Standards Act.** During the performance of this Agreement, the Contractor agrees as follows:

- 31.4.1. Overtime requirements.** The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 31.4.2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- 31.4.3. Withholding for unpaid wages and liquidated damages.** The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- 31.4.4. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- 31.5. Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation, the Contractor agrees to comply with the following federal requirements:
- 31.5.1. Clean Air Act.**
- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
  - (b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**31.5.2. Federal Water Pollution Control Act**

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**31.6. Debarment and Suspension.** During the performance of this Agreement, the Contractor agrees as follows:

- 31.6.1.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 31.6.2.** The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 31.6.3.** Contractor's certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 31.6.4.** The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

**31.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Contractor agrees as follows:

- 31.7.1.** The Contractor certifies to the Town that it has not and will not use 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. *The required Certification is attached to this Addendum to the Agreement.*

- 31.7.2.** Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.
- 31.8. Procurement of Recovered Materials.** As required by federal program legislation, Contractor agrees to the following:
- 31.8.1.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- (a) competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) meeting contract performance requirements; or
  - (c) at a reasonable price.
- 31.8.2.** Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 31.8.3.** The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 31.9. DHS Seals, Logos, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 31.10. Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 31.11. No Obligation by Federal Government.** Contractor acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- 31.12. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.
- 31.13. Access to Records.**
- 31.13.1.**The Contractor agrees to provide the State of Florida, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 31.13.2.**The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**31.13.3.**The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

**31.14. Small and Minority Businesses, Women’s Business Enterprises.**

**31.14.1.**Contractor shall comply with 2 C.F.R. § 200.321, “Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.”

**31.14.2.**If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

**31.15. No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

**31.16. Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.

**31.17. Change or Modification.** To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

**31.17.1.**Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

**31.17.2.**The Town shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

**31.17.3.**Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town’s Procurement Code, as amended from time to time.

### **31.18. Remedies.**

**31.18.1.** In the event the Contractor defaults, as described below, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- (a) Lost revenues;
- (b) The difference between the cost associated with procuring the Services and the amount actually expended by the Town for re-procurement of the Services, including procurement and administrative costs; and
- (c) Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

**31.18.2.** An event of default shall mean a breach of this Agreement by the Contractor, which shall include, but not be limited to, the following instances:

- (a) The Contractor has not delivered Deliverables on a timely basis;
- (b) The Contractor has refused or failed to supply enough properly skilled staff personnel;
- (c) The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
- (d) The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- (e) The Contractor has failed to obtain the approval of the Town where required by this Agreement;
- (f) The Contractor has failed to provide adequate assurances, as provided in Section 29.18.4.7 of this Agreement, to address the Town's reasonable grounds for believing the Contractor lacks the ability to perform the Services or any portion thereof; and
- (g) The Contractor has failed in the representation of any warranties in this Agreement.

**31.18.3.** When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the timeframe set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Town receives such assurances, the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed timeframe, the Town may:

- (a) treat such failure as a repudiation of this Agreement; and



- (b) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through another contractor or entity.

**[Remainder of page intentionally left blank.  
Signature page and Certifications follow.]**

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

**44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

The undersigned, Custom Tree Care, Inc., certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offeror, Custom Tree Care, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE**

**CONTRACTOR:**

By: \_\_\_\_\_  
Andrew Hyatt  
Town Manager

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed:  
\_\_\_\_\_

Date Executed:  
\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

**Addresses for Notice:**

Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
AHyatt@townofsurfsidefl.gov (email)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Lillian M. Arango, Esq.  
Town of Surfside Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**EXHIBIT "A"**  
**CONTRACTOR'S PROPOSAL**

The Proposal from \_\_\_\_\_ is incorporated by this reference and made a part hereof.

**EXHIBIT “B”  
DISASTER DEBRIS REMOVAL SCOPE OF SERVICES  
[TO BE INSERTED FROM RFP]**

**EXHIBIT "C"**  
**DISASTER DEBRIS REMOVAL SERVICES**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**[INSERT CONTRACTOR'S PRICE SUBMITTAL SCHEDULE FORM]**

# EXHIBIT "D"

## FHWA-1273

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1. d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1. b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING AN AGREEMENT TO DRC EMERGENCY SERVICES, LLC FOR DISASTER DEBRIS REMOVAL SERVICES PURSUANT TO RFP NO. 2022-03; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 29, 2022, the Town issued Request for Proposals (RFP) No. 2022-03 seeking qualified firms for disaster debris removal services (the “Services”); and

**WHEREAS**, in response to the RFP, the Town received six proposals; and

**WHEREAS**, on June 15, 2022, the six proposals were evaluated and ranked by an Evaluation Committee, which scored the proposal by DRC Emergency Services, LLC (the “Contractor”) as the highest-ranked proposal; and

**WHEREAS**, based on the Evaluation Committee and Town Administration’s recommendation, the Town Commission wishes to select the Contractor’s proposal and award the Contractor an agreement for the Services in substantially the form attached hereto as Exhibit “A” (the “Agreement”), subject to final approval as to form and content by the Town Manager and legal sufficiency by the Town Attorney; and

**WHEREAS**, the Town Council finds that the award of an Agreement for the Services to the Contractor 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. Selection of Contractor and Award of Agreement.** The Town Commission hereby selects the Contractor’s proposal and awards the Contractor an Agreement for the Services, in substantially the form attached hereto as Exhibit “A.”

**Section 3. Authorization to Execute Agreement.** The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor on behalf of the Town, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 4. Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

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

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

Commissioner Nelly Velasquez \_\_\_\_\_

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

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

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

**ATTEST:**

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

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

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



## MEMORANDUM

ITEM NO. 3E.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Matching Grant Towards Surfside's Collins Avenue Water Main Replacement Design Phase Project**

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Town Administration recommends Town Commission accept and approve matching grant agreement with FDEP for the Surfside Collins Avenue Water Main Replacement Design Phase Project.

As part of the State of Florida Resilient Florida Program, the Town of Surfside submitted a matching grant application towards the design phase of the Collins Avenue 8-inch Water Main Replacement project.

The Surfside's Collins Avenue Water Main Replacement Design Phase Project (Project) will replace up to 5,900 linear feet of 8-inch cast iron (CI) pipe with 12-inch Polyvinyl Chloride (PVC C-900) pipe. The Project will be conducted at the intersection of Harding Avenue and 87th Street, then north along Harding Avenue and east along 88th Street to Collins Avenue (State Road A1A), and north along Collins Avenue to 96th Street in the Town of Surfside. The existing water main is deteriorated and replacement is required to improve water service reliability to consumers and it will also mitigate against flooding risks, improve water quality in the area, reduce problems associated with water stagnation, minimize adverse reactions with the pipe walls, and provide an alternate water supply point of connection. The Project's design will include converting the water system from branch to a loop configuration as well as install new fire hydrants and water service laterals along the public right-of-way.

The design project total cost is \$340,455 of which the FDEP matching grant funds are \$217,731. The balance of the design phase will be budgeted with Federal ARPA funds. Expenditures are in the proposed Fiscal Year 2023 budget and Town administration will come back seeking expenditure approval at a later date.

Surfside's Collins Avenue Water Main Replacement Design Phase Grant Agreement

NOVA Engineering Proposal for Scope of Services

Reso FDEP Grant - Collins Ave Water Main Replecement.docx



**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): **Surfside's Collins Avenue Water Main Replacement Design Phase** Agreement Number: **22FRP62**

2. Parties: **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Surfside** Entity Type: **Local Government**  
Grantee Address: **9293 Harding Avenue, Surfside, Florida 33154** FEID: **59-6000434** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **FRP062** Project Location(s): **25.88145 / -80.12217**  
*(If different from Agreement Number)*

Project Description: **The project consists of the design phase to replace a deteriorated water main along Collins Avenue to mitigate against the effects of flooding and sea-level rise.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$217,731.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>152-D 22</b>	<b>\$217,731.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<b>\$122,474.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$340,205.00</b>

6. Department's Grant Manager Name: **Deneka Smith** or successor  
Address: **Resilient Florida Program  
2600 Blair Stone Road, MS235  
Tallahassee, Florida 32399**  
Phone: **850-245-2171**  
Email: **Deneka.Smith@FloridaDEP.gov**

Grantee's Grant Manager Name: **Irina Mocanu** or successor  
Address: **9293 Harding Avenue  
Surfside, Florida 33154**  
Phone: **305-993-1052**  
Email: **imocanu@townofsurfsidefl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with § 215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification</b>

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	<b>SLFRP0125</b>
Federal Award Date to Department:	<b>2/4/22</b>
Total Federal Funds Obligated by this Agreement:	<b>\$217,731.00</b>
Federal Awarding Agency:	<b>U.S. Department of Treasury</b>
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Town of Surfside**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Andrew Hyatt**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager, Deneka Smith

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DEP QC Reviewer, Jeremy Jimenez

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Local Sponsor may add additional signatures if needed below.

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**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. 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. 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 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

## Attachment 1

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. 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.

### **25. 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.

### **26. 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/>).

### **27. 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.

**28. 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.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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. 22FRP62**

**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 Surfside’s Collins Avenue Water Main Replacement Design Phase. 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 checked="" 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**

The Agreement requires at least a 36% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$122,474.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.



Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

## **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. 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).

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.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 22FRP62**

**ATTACHMENT 3**

**PROJECT TITLE:** Surfside's Collins Avenue Water Main Replacement Design Phase

**PROJECT LOCATION:** The Project is located in the Town of Surfside within Miami-Dade County, Florida.

**PROJECT DESCRIPTION:**

The Surfside's Collins Avenue Water Main Replacement Design Phase Project (Project) will replace up to 5,900 linear feet of 8-inch cast iron (CI) pipe with 12-inch Polyvinyl Chloride (PVC C-900) pipe. The Project will be conducted at the intersection of Harding Avenue and 87th Street, then north along Harding Avenue and east along 88th Street to Collins Avenue (State Road A1A), and north along Collins Avenue to 96th Street in the Town of Surfside. The existing water main is deteriorated and replacement is required to improve water service reliability to consumers and it will also mitigate against flooding risks, improve water quality in the area, reduce problems associated with water stagnation, minimize adverse reactions with the pipe walls, and provide an alternate water supply point of connection. The Project's design will include converting the water system from branch to a loop configuration as well as install new fire hydrants and water service laterals along the public right-of-way.

**TASKS AND DELIVERABLES:**

**Task 1: Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of required water main replacement along Collins Avenue within the Town of Surfside, and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only the portion of the work described herein.

**Deliverables:** The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer. This includes site investigations, data collection, topographical survey, soft dig coordination, geotechnical investigation, and reports. If applicable, the Grantee will also submit final permit documents from all appropriate state and federal regulatory agencies.

**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 Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. 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). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

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**CONSEQUENCES FOR NON-PERFORMANCE:** The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement’s most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received via email by the Department.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee’s full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department’s receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, 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	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	\$217,731	\$122,474	\$340,205	Upon Execution	9/30/2026
Total:			\$217,731	\$122,474	\$340,205		

**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](mailto: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 C.F.R. 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 C.F.R. § 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 C.F.R. § 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 C.F.R. 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 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 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 C.F.R. §§ 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 C.F.R. 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 C.F.R. Part 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 [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

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## 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 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 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](mailto: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](mailto: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 C.F.R. § 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

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 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*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
<b>Federal Program A</b>	U.S. Department of Treasury	21.027	SLFP0125	\$ 217,731.00	152-D22
<b>Federal Program B</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:*

<b>Federal Program A</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.
<b>Federal Program B</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	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program A</b>					
<b>Federal Program B</b>					

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	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>State Program A</b>						
<b>State Program B</b>						
<b>Total Award</b>					<b>\$ 217,731.00</b>	

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) [www.cfda.gov] 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.

<sup>1</sup> Subject to change by Change Order.  
<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. 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.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
  - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
  - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. 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.
5. 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.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. 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.

8. Final Project Report. The Grantee shall 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.

**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 Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

### **Attachment 8**

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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](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).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

## **Attachment 8**

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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](http://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.

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**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 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:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Resilient Florida Program  
Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	22FRP62		
<b>Project Title:</b>	Surfside's Collins Avenue Water Main Replacement Design Phase		
<b>Grantee Name:</b>	Town of Surfside		
<b>Grantee Address:</b>	9293 Harding Avenue, Surfside, Florida 33154		
<b>Grantee's Grant Manager:</b>	Irina Mocanu	<b>Telephone No.:</b>	
<b>Reporting Period:</b>	(MM/DD/YYYY – MM/DD/YYYY)		
<p><b>INSTRUCTIONS:</b> Provide the following information for <b>all tasks and deliverables identified in Attachment 3, Grant Work Plan:</b> Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.  <b>NOTE:</b> Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p> <p><b>Task 2:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p> <p><b>Task 3:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p> <p><b>Task 4:</b>  <b>Progress for this reporting period:</b>  <b>Identify any delays or problems encountered:</b>  <b>Percentage of task completed:</b></p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager (or successor)

\_\_\_\_\_  
Date

**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. 22FRP62**

**SURFSIDE'S COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PHASE**

**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 evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.*

**Part IV. Further Recommendations**

**Instructions for completing Attachment 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: 22FRP62

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: 22FRP62

Project Title: Surfside's Collins Avenue Water Main Replacement

Grantee: Town of Surfside

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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



**VIA EMAIL**

June 22, 2022

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

*Re: Proposal for Engineering Services for the replacement of approximately 5,920 LF of 8-inch pipe with 12-inch piping along from the intersection of Harding Avenue and 87th St., then North along Harding Avenue and east along 88th St. to Collins Avenue (SR A1A) and North along Collins Avenue to 96th St., in Surfside, Florida.*

Dear Mr. Gomez:

Nova Consulting, Inc. (**NOVA**) is pleased to submit this proposal for professional engineering services, including Design, Surveying, Geotechnical, Permitting and Bid Support Services, for the above referenced watermain replacement project.

### **PROJECT DESCRIPTION**

The Town of Surfside (**TOWN**) has identified the need to replace approximately 5,900 linear feet of 8-inch cast iron (CI) pipe with 12-inch Polyvinyl Chloride (PVC C-900) pipe from the intersection of Harding Avenue and 87th St., then North along Harding Avenue and east along 88th St. to Collins Avenue (SR A1A), and North along Collins Avenue (SR A1A) to 96th St., Surfside, Florida. Refer to "**Attachment A**" for the watermain replacement corridor and project location.

The existing 8-inch CIP watermain pipe(s) along Collins Avenue (SR A1A) is over 80 years old, and it is reaching the end of its expected service life (of 80 to 100 years). In addition, coastal watermains are impacted by geological and environmental factors, such as saltwater intrusion and operating conditions, which can deteriorate the pipe materials. Oxidated / corroded cast iron pipes can lead to a reduction in capacity by a decrease in internal diameter and potential collapse of pipes.

The project is required to improve water service reliability to consumers. It is also essential to improve the water quality in the area by converting the existing water system from branch to a loop configuration. The loop system will reduce problems associated with water stagnation, minimize adverse reactions with the pipe walls, and provide an alternate water supply point of connection. In addition, the proposed watermain upgrade project will include the installation of new fire hydrants and water service laterals along the Public Right-of-Way, as required. The project will positively impact the community's fire protection system which will enhance its operation and minimize system failures.

### **SCOPE OF SERVICES**

**NOVA** will provide the **TOWN** with the following services with regards to the replacement of existing 8-inch pipe with approximately 5,920 LF of 12-inch PVC C-900:

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 2 of 9

- Task 1: Project Initiation & Data Collection, Topographic Survey/Soft Digs & Geotechnical Investigation.
- Task 2: Engineering Design & Permitting Services
- Task 3: Bid Phase Support Services

Services during construction, i.e., Engineering during Construction (Review of RFIs, Shop drawings, etc.), Construction Engineering and Inspection and Construction Administration are not included in this proposal and will be added either through an amendment or a separate work order authorization when the project is close to construction.

## **TASK 1 - DATA COLLECTION, TOPOGRAPHIC SURVEY & GEOTECHNICAL INVESTIGATION**

This task includes the project initiation and consists of site investigations, data collection, topographical survey, soft dig coordination, geotechnical investigation, and report. **NOVA** will mobilize a team to perform a site reconnaissance of the site to verify existing conditions.

### **Task 1.1 – Kick Off Meeting & Data Collection**

A kick-off meeting will be coordinated with the **TOWN's** Public Works Division. The purpose of the kick-off meeting will be to confirm the **TOWN's** goals and objectives, identify roles and responsibilities, determine communication protocols for the project team members, identify stakeholders, list critical elements to be evaluated in the conceptual design, discuss the overall project work plan, deliverables, project schedule and milestones.

As part of this task **NOVA** will conduct a site reconnaissance of the site to verify existing conditions and will contact Sunshine One Call and applicable utilities and regulatory agencies. **NOVA** will identify exiting utilities utilizing available information collected from the **TOWN** and other utilities.

**NOVA** will collect and review existing data and relevant available material obtained from the **TOWN** including:

- Confirmation of the pipe route and project boundaries
- As- Built records
- CAD Standard Design Guidelines
- Mapping and GIS layers
- Existing utility information
- Specific tie-in locations and tie-in requirements
- Road moratorium status

### **Deliverables:**

- Kick-off Meeting Agenda and summary (via electronic delivery)
- Existing Utility Documentation Tracking form (via electronic delivery)

## Task 1.2 - Land Survey and Sub-surface Exploratory Digs

**NOVA** will retain the services of a land surveying company (**Longitude, PLS**) to provide a topographic survey of the project in accordance with the State of Florida Standards of Practice for Land Surveying and Mapping for the development of construction plans for the preliminary and final design documents.

The survey will be supplemented, as required, with up to thirty (30) subsurface exploratory digs where utility conflicts have been identified as the design develops. Please refer to “**Attachment B**” for the Topographical Survey Scope of Work and level of effort.

### Deliverables:

- The survey will be signed and sealed by a Florida Registered Professional Land Surveyor. The complete Survey shall be provided to the **TOWN** on or before the completion of the 30% Design phase.

## Task 1.3 Geotechnical Investigations and Report

**NOVA** will retain and coordinate the services of a professional geotechnical company, Professional Service Industries, Inc. (**PSI**), to obtain information on the physical properties of soils for the proposed infrastructure construction along the watermain route.

Please refer to “**Attachment C**” for the geotechnical investigation scope of work and level of effort.

Upon completion of the geotechnical investigation, the report will be included as part of the Technical Specifications of the project.

### Deliverables:

- The geotechnical investigation and report will be signed and sealed by a Florida Registered Professional Engineer. The final signed and sealed geotechnical report shall be provided to the **TOWN** on or before the completion of the 30% Design phase.

## TASK 2 - ENGINEERING DESIGN & PERMITTING SERVICES

**NOVA** will develop the Construction Documents (Design Plans and Technical Specifications) and submit permitting applications as part of this phase as follows:

### Task 2.1 - 30% Design Submittal

**NOVA** shall prepare “30% Design Documents” for the Project for the review and approval by the **TOWN**. The 30% Design submittal shall consist of plans and other documents illustrating the scale and relationship of project components including:

- 1) Location plan and vicinity map
- 2) Routing showing pipe route options (preliminary pipeline horizontal and vertical alignment)

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
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- 3) Identification of existing utilities and tracking table
- 4) Identification of any permanent and temporary easements, if required
- 5) Pipe material selection
- 6) Topographic Site Survey
- 7) 30% Design Submittal drawings (refer to “**Attachment D**” for List of Plans)
- 8) Geotechnical Report
- 9) Identification of demolition and pavement restoration limits
- 10) Identification of valve types and tie-in locations
- 11) Existing and proposed (if any) fire hydrant locations
- 12) Identification of lateral water service replacements and new water meters, as required, within the limits of the Public Right-of-Way (scope of work definition only).
- 13) Location of Tie-Ins to existing water distribution system
- 14) Identification of Utility Conflicts
- 15) Progress Design Schedule (in MS Project format)
- 16) Project AACE Class 3 Opinion of Probable Construction Cost (OPCC) based on the 30% design
- 17) Preliminary Permitting Requirement Matrix (list of controlling agencies of permit requirements)
- 18) List of technical Specifications (Table of Contents).
- 19) Preliminary coordination with regulatory agencies (DERM/FDEP/DOH) for confirmation of variance with respect to horizontal separation with existing sanitary sewer, if required

A 30% Design Review Workshop conference call will be conducted with the **TOWN** once the 30% design has been submitted.

## **30% Deliverables:**

- Provide 30% Design Plans as follows:
  - Two (2) Copies, 24” x 36” Design Plans
  - Four (4) Copies, 11” x 17” Design Plans
  - Preliminary Engineering Report (FER) in PDF and MS WORD format
  - Outline of Technical Specifications
- Route Survey
- Geotechnical Report
- Updated Design Schedule (PDF Format)
- Class 3 Engineer’s Opinion of Probable Construction Costs
- Permitting Matrix in PDF format (via electronic delivery)
- Draft and Meeting Summary of the 30% Design Workshop and presentation

## Task 2.2 – 90% Design Submittal

**NOVA** shall prepare “90% Design Documents” for the Project for the review and approval by the **TOWN**. The 90% Design Submittal will include the following:

- 1) Copy of the **TOWN’s** Comments and Responses from 30% Submittal Review
- 2) Update and finalization of horizontal and vertical alignments
- 3) Updated Technical Specifications using the **TOWN’s** standard specifications. The **TOWN** will provide **NOVA** with this template at the onset of the project.
- 4) 90% Design Submittal drawings (refer to “**Attachment D**” for List of Plans)
- 5) Class 2 OPCC based on the 90% design
- 6) Pavement restoration limits
- 7) Technical Specifications
- 8) Updated Design Schedule and preliminary Construction Schedule and Phasing
- 9) MOT plans, if required for permitting

A 90% Design Review Workshop conference call will be conducted with the **TOWN** once the 90% design has been submitted.

### 90% Deliverables:

- Provide 90% Design Plans and Technical Specifications as follows:
  - Up to two (2) copies, 24” x 36” Design Plans
  - Four (4) copies, 11” x 17” Design Plans
  - One (1) USB Drive with the electronic files mentioned above (in PDF format)
  - Technical Specifications in Word and PDF format
- Updated Design and preliminary Construction Schedule (PDF and MS Project format)
- Updated Opinion of Probable Construction Cost (in Excel format)
- Permitting applications (draft), including the anticipated permit fees
- Draft and Meeting Summary of the 90% Design Workshop and presentation.

## Task 2.3 – Permitting Services

**NOVA** will prepare the Regulatory Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittals) has been reviewed and approved. Permit fees shall be paid by the **TOWN**.

**NOVA** will submit the Permit Packages and related permit fees (applicable to each package) to the **TOWN** for signatures and to issue checks to the permitting agencies. **NOVA** will submit the Permit Packages and related permit fees checks to the respective permitting agencies and respond to RFIs the agencies may have. Up to one (1) round of RFI responses and one (1) meeting with the Regulatory Agencies are assumed for budgetary purposes.

### Deliverables:

- Permit application packages and log in PDF format (via electronic delivery)
- Responses to Requests for Additional Information (RAIs), if needed- in PDF format (via electronic delivery)

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
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## Task 2.4 – 100% Design Submittal

**NOVA** will develop the 100% drawings and technical specifications based on comments from the 90% Design Review and the permitting process. The completed documents will be submitted to the **TOWN**.

### Deliverables:

- Copy of the **TOWN's** Comments and Responses from 90% Submittal Review
- Permit documents: Public Works and Waste Management Department (if applicable), MD-RER, Health Department, and applicable building department, FDOT, and approved Construction Plans (if required)
- Electronic copies of the geotechnical report (as provided by others), survey, engineering drawings, construction specifications and calculations (Submit all MS Word, MS Excel, PDFs, CADD files associated with the project)
- Final Design Schedule and Tentative Construction Schedule and Phasing
- Final Opinion of Probable Cost based on the 100% design (in Excel and PDF format)
- Bid Package containing:
  - Approved 100% Construction Plans (Four (4) copies of 24" x 36")
  - Approved 100% Construction Plans (Four (4) copies of 11" x 17")
  - Master Specifications Book (one (1) original unbound and four (4) copies, bound)
  - One (1) USB Drive with 100% Construction Plans (CADD files and PDF format)
  - One (1) USB Drive with Master Specifications Book (Word and PDF format)
  - Front end documents to be provided by the **TOWN**
  - Signed and Seal Geotechnical Report (one (1) copy)

## TASK 3 - BID PHASE SUPPORT SERVICES

**NOVA** will attend one (1) pre-bid conference and collect all questions and requests for additional information.

### Deliverables:

- Attendance at pre-bid meeting
- Attendance at mandatory site visit, if required
- Compilation of list of questions during the Pre bid Conference and site visit

The **TOWN** will conduct and complete the Bid Tabulation Evaluations without Nova's assistance.

## SCHEDULE

The Design for this project, including the surveying and geotechnical work efforts, are anticipated to be completed in twelve (12) months from Notice to Proceed. Bid Phase is estimated to extend three (3) months after final design. Refer to "**Attachment E**", Design Schedule for additional information.

## COMPENSATION

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
 Collins Ave (SR A1A) Watermain Replacement Project  
 June 22, 2022  
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Nova agrees to provide the above Scope of Services for a lump sum amount of **\$ 340,205.76** as detailed below. Payment requests shall be submitted on a monthly basis based on percentage of work completed.

The engineering fees for the Scope of Services under this work order are listed in the tables below.

Task	Description	Payment Method	Total Fees
1.1	Kick Off Meeting & Data Collection	Lump Sum	\$ 21,379.50
1.2	Topographic Survey + Exploratory Digs	Lump Sum	\$ 90,700.00
1.3	Geotechnical Investigation and Report (PSI)	Lump Sum	\$ 27,529.55
2.1	30% Design Submittal	Lump Sum	\$ 79,366.40
2.2	90% Design Submittal	Lump Sum	\$ 77,674.84
2.3	Permitting Services	Lump Sum	\$ 9,968.44
2.4	100% Design Submittal	Lump Sum	\$ 19,937.79
3.0	Bid Phase Support Services	Lump Sum	\$ 11,399.24
	<b>Sub-Total</b>		<b>\$337,955.76</b>
	Permitting Fees and Reproductions (Reimbursables Allowance)	Reimbursable Expenses	\$2,500.00
<b>GRAND TOTAL</b>			<b>\$ 340,455.76</b>

## UNDERSTANDINGS

- **NOVA** will reasonably rely upon the information and data provided by the **TOWN of Surfside (TOWN)**, governmental/regulatory agencies, utilities, or from generally acceptable sources within the industry.
- Technical specifications will be prepared in Word format and will follow the **TOWN's** Standard Construction Specifications.
- Division 1 specifications containing administrative requirements will be provided by the **TOWN**.
- Reproduction and distribution of documents beyond those included in this report will be performed by the **TOWN**.



# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 8 of 9

- This proposal assumes that submittal review commentary items that can significantly impact the design plans and technical specifications (i.e., proposed equipment, materials and pipeline alignment/location/features/appurtenances/etc.) shall be provided during the 30% Review. Due to this, significant revisions or addition requests, received after the approval of the 30% submittal, maybe subject to supplemental services that are not included in this proposal.
- The **TOWN** will process, obtain, and provide temporary or permanent easements, as required.
- The **TOWN** will provide all available survey data, record drawings (i.e., As-Builts), and historical information.
- This scope of work does not include Services during Construction, i.e., Engineering during Construction (Review of RFIs, Shop drawings, etc.), Construction Engineering and Inspection and Construction Administration are not included in this proposal and will be added either through an amendment or a separate work order authorization when the project is close to construction.
- The **TOWN** will provide consolidated review comments two (2) weeks after each design submittal.
- Environmental services are not included in this scope of work or fee. Environmental Site Assessments (Phase 1/Phase 2), if required, will be performed, and compensated as a separate effort.
- It is assumed that there is no existing contamination or wetlands within the project limits. Contamination or wetlands mitigation (if any) is not a part of this proposal.
- **NOVA** is only responsible for the safety of its employees and is not responsible for any other third party.
- This proposal excludes public outreach services.
- **NOVA** will provide project information at request of the **TOWN**.
- The presence or duties of **NOVA** personnel at a construction site do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents, and any health or safety precautions required by such construction work.
- Bid contract package is the responsibility of the **TOWN**. **NOVA** will assist as part of the Bid Phase services.

## EXCLUSIONS

- **NOVA** will not perform easement delineations, prepare legal instruments, including survey, property record searches, sketches and legal descriptions, for the acquisition of any easements, permanent or temporary, for the proposed Water main alignment. It is assumed that the existing easement will be sufficient for the proposed project improvements.
- **NOVA** will not be responsible for legal, land use / zoning / platting, public outreach, or environmental mitigation services.

## Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 9 of 9

- **NOVA** assumes there is no water distribution and transmission modeling efforts required for the proposed water main replacement project.
- Warranty services are not included in this proposal.
- **NOVA** is not responsible for any delays caused by permitting or regulatory agencies or third parties.
- Attendance and preparation of presentations for public hearings are not included in this scope.
- All Public Outreach services shall be provided by the **TOWN**. Public Outreach services are not included in this scope of work or fee.
- The MOT included in this scope and fee is limited to one (1) selected watermain alignment within the project limits for permitting purposes only. Detailed MOT plans per each phase of construction are not included in this scope of services and fee. Detailed MOT plans shall be developed by the Contractor as part of his/her Means and Methods of construction and MOT permit application. Any additional work will constitute a task revision which will require the **TOWN's** approval in advance.
- **NOVA** will not prepare any landscape plans for any potential areas affected by construction of watermain, water services, or fire line connections.

We trust this proposal is satisfactory to you and we look forward to your prompt approval followed by your issuance of our Notice to proceed. If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (305) 436-9200 or at jprieto@nova-consulting.com.

Very truly yours,

**NOVA CONSULTING, Inc.**



---

Juan C. Prieto, P.E.  
Sr. Vice President – Operations

### Enclosures:

- Attachment A- Project Location
- Attachment B- Surveyor Proposal (Longitude)
- Attachment C- Geotechnical Investigations Proposal (PSI- Intertek)
- Attachment D- List of Plan Sheets

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**LIST OF ATTACHMENTS**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

<b>Attachment</b>	<b>Description</b>
<b>A</b>	Project Location
<b>B</b>	Topographical & Surveying Services Scope of Work and LOE (Longitude)
<b>C</b>	Geotechnical Investigation – Scope of Work and LOE (PSI)
<b>D</b>	List of anticipated Plan Sheets
<b>E</b>	Project Schedule: Design & Permitting

**Attachment A**

**PROJECT LOCATION**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

Legend	
Water Features	Water Lines
● Valve	— FH Service Line
◆ Hydrant	— Service Line
■ Meter	— Water Main
• Plug	▭ City Boundary
▸ Reducer	Water Valve ID: WV-01-01
● Tapping Sleeve	Fire Hydrant Valve ID: FV-01-01
~ Continuations	Fire Hydrant ID: FH-01-01



## Town of Surfside Water Utilities

Print Date: 6/5/2018



Attachment A

**Attachment B**

**Topographical & Surveying**

**Scope of Work & LOE**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

Friday, September 24, 2021

VIA EMAIL: [Sbaltodano@nova-consulting.com](mailto:Sbaltodano@nova-consulting.com)

**Sergio A. Baltodano**  
 Senior Project Engineer  
**Nova Consulting**  
 10486 NW 31<sup>st</sup> Terrace  
 Doral, FL 33172

**RE:** Surveying and Mapping services for a portion of Harding and Collins Ave. starting 180 feet north of Harding Ave. intersection with 86<sup>th</sup> St.; northeast on Harding to 88<sup>th</sup> St.; East on 88<sup>th</sup> St. to intersection with Collins Ave. north on Collins Ave. to 96<sup>th</sup> St. Also includes 87<sup>th</sup> St. from Harding to west R/W of Collins and an Alley intersecting 87<sup>th</sup> St. coverage extending 155 feet south from centerline of 87<sup>th</sup> St down Alley.

Dear Mr. Baltodano:

Pursuant to your request for Surveying services for the above-referenced Project, Longitude Surveyors LLC (LS) is pleased to submit the following proposal for your consideration. This proposal is based on EXHIBIT A the limits for Bay Dr., Collins Ave. and Harding Ave. provided by Nova Consulting along with the SURFSIDE Technical Memorandum for the project made a part hereof.

<b>Scope of Work:</b>	<b>LUMP SUM</b>
❖ Establish horizontal and vertical control on Harding and Collins Ave. 6,500-ft. or 1.23 mi. Setting secondary control for an additional 900 feet of sides street surveys. LS will set horizontal control at 1000 to 1400-ft intervals. Benchmarks will be set every 600 to 800-ft. intervals. Datums: NGVD 1929 for vertical and NAD 83/2011 adjustment horizontal.	\$6,800.00
❖ Provide right of way survey based on County and FDOT right of way (R/W) maps and plats for Harding and Collins Ave. Includes side streets.	\$7,400.00
❖ Provide topographic survey according to MDWASD standards R/W to R/W plus five (5) feet outside the R/W lines. Also includes fifty (50) feet on intersecting side streets. Coverage on side streets is measured from PT or PC of curbing or pavement edge on side street.	\$36,000.00
❖ Provide graphically drawn property lines based on found corners and plats. This includes calculation to accurately represent the correct position of property lines without doing a boundary survey for each property.	\$10,900.00
❖ Provide Quality Level "B" Subsurface Utility Engineering (SUE) This will include required 811 ticket and arrowing needed to perform Quality Level "A" services.	\$8,100.00
❖ Provide Quality Level "A" SUE Soft digs at thirty (30) utility impact sites. This Includes maintenance of traffic (MOT) plans permitting through FDOT to perform Soft digs.	\$21,500.00

**Survey Limits:**

Starting 180 feet north of Harding Ave. intersection with 86<sup>th</sup> St.; northeast on Harding to 88<sup>th</sup> St.; East on 88<sup>th</sup> St. to intersection with Collins Ave.; north on Collins Ave. to 96<sup>th</sup> St. Also includes 87<sup>th</sup> St. from Harding to west R/W of Collins and an Alley intersecting 87<sup>th</sup> St. coverage extending 155 feet south from centerline of 87<sup>th</sup> St.

**Deliverables:**

Longitude Surveyors will provide certified pdf surveys with digital backups of the Right of Way and Topographic survey with graphic property lines.



**Time Frame**

Longitude Surveyors will provide the above services in ninety (90) days from Notice to Proceed. If both Bay Dr. and Collins Ave. are both given NTP at same time it will be one-hundred and twenty (120) days from NTP. These are buisness days

**Qualifications:**

County and/or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida ", pursuant to Chapter 5J-17 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response. LS will request written approval prior to performing any additional work. All survey work to be done in U.S. feet. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate any and all conditions that may interfere with Longitude's ability to furnish services, and weather conditions. LS will require a 24-hour, prior written notice before field work can be performed. This notice should be sent via facsimile or email to Longitude. This Proposal does not include any permit fee nor plans processing fees assessed by the applicable government agency. This Proposal does not include construction inspections or certifications for construction completion. Horizontal control points shall be referenced to the Florida State Plane Coordinate System, North American Datum of 1983 adjusted to original survey adjustment.

**A. Payment:**

Payment is due after Longitude's completion of the task, and upon receipt of LS's Invoice. It is understood that this Proposal is entered into between Longitude and the Client. LS's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by Longitude. LS's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms. The Client's signature shall also constitute a notice for Longitude to proceed with its Scope of Services. In the event LS is required to enforce any terms of the Contract, Client agrees to pay to Longitude all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that LS's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to Longitude. Both LS and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to Longitude of all outstanding fees and expenses incurred by LS through the date of such written notice.

I understand and agree by signing below "I APPROVE AND ACCEPT" this Proposal as a legal binding contract.

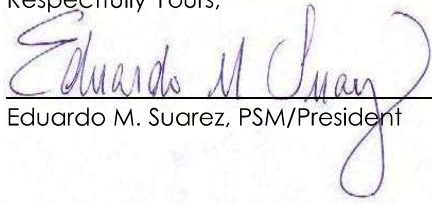
By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)  
  
\_\_\_\_\_  
(Typed or printed name) Title: \_\_\_\_\_

On behalf of the firm, I thank you for the opportunity to present this Proposal. We look forward to utilizing our best professional efforts on your behalf on this very important Project.





Respectfully Yours,



---

Eduardo M. Suarez, PSM/President

**Attachment C**

**Geotechnical Investigation**

**Scope of Work & LOE**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

September 22, 2021

**Nova Consulting**  
2780 SW Douglas Road, Suite 302  
Miami, FL 33133

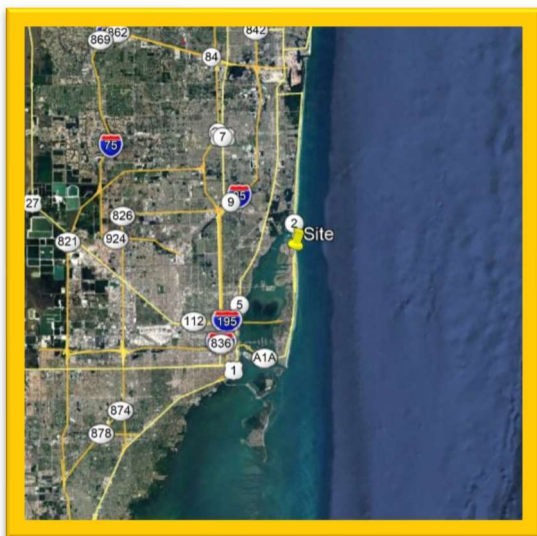
Attn: Mr. Sergio A. Baltodano – Senior Project Engineer  
(305) 436-9200  
sbaltodano@nova-consulting.com.com

Re: Proposal for Geotechnical Engineering Services  
**Watermain Replacement for Collins Avenue**  
**Collins Avenue**  
**Surfside, Florida 33154**  
PSI Proposal No. 0397-092021

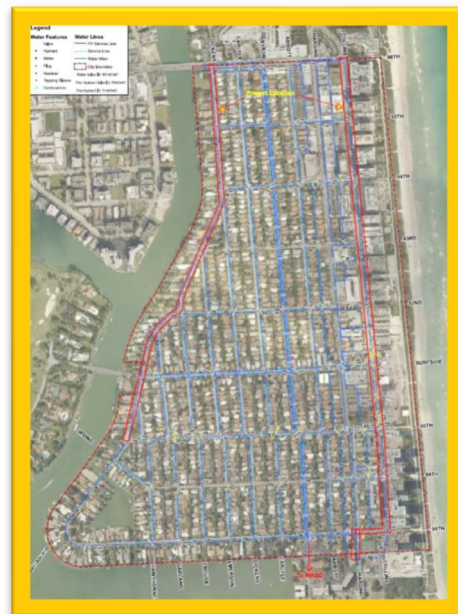
Dear Mr. Baltodano:

**Professional Service Industries, Inc. (PSI), an Intertek company,** is pleased to submit a proposal to conduct a geotechnical exploration and report for the proposed Watermain Replacement for Collins Avenue in Surfside, Florida. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

Google Earth aerial photographs (2021) of the site vicinity and project area shown in red are shown below:



**FIGURE-2: SITE VICINITY**



**FIGURE-1: PROJECT AREA**



**PROJECT UNDERSTANDING**

Based on PSI’s review of the project information provided within Mr. Sergio A. Baltodano’s email, sent on September 17, 2021, a summary of our understanding of the proposed project is provided below in the following Project Description table.

**TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS**

<b>Project Items</b>	Replacement of 5,500+ LF of piping along Collins Avenue in Surfside, FL.
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The following table provides a generalized description of the existing site conditions based on available information.

**TABLE 2: SITE DESCRIPTION**

<b>Site Location</b>	Latitude: 25.879933°; Longitude: -80.122040°
<b>Site History</b>	Based on our review of Google Earth Pro Aerial Photographs from 1995 through 2021, the site appears to have been developed with the existing road.
<b>Existing Site Ground Cover</b>	Asphalt pavement.
<b>Site Boundaries/Neighboring Development</b>	North boundary: 96 <sup>th</sup> Street. East boundary: Existing residential buildings. West boundary: Existing residential buildings. South boundary: 86 <sup>th</sup> Street and intercoastal.
<b>Site Access</b>	Site appears to be accessible to truck-mounted drilling equipment.

Should the above information be inconsistent with planned construction, Mr. Baltodano should contact the PSI office and allow necessary modifications to be made to the proposal.

**SCOPE OF SERVICES**

The geotechnical engineering scope of services will include the following items.

- Desktop review of generally available public information, i.e., NRCS, USGS databases.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Laboratory testing of the subsurface materials
- Performing engineering analysis and providing geotechnical recommendations in written report format.



**Private Utility Locator – Ground Penetrating Radar (GPR):**

To further mitigate the risk of drilling through existing underground utilities, the proposed exploratory areas will be scanned with a special device that transmits electromagnetic pulses through the ground at shallow depths. Upon locating any underground utility lines, their approximate locations will be marked on the ground surface with temporary marking paint. It should be noted that the proposed location methods are typically only somewhat reliable for larger or shallower utilities. Smaller utility lines such as fiber optic cable or utility lines deeper than five to six feet from the ground surface may not be identified.

**Maintenance of Traffic (MOT):**

Due to the locations of the borings along Collins Avenue, MOT will be needed to control traffic along entrances and exits to the existing buildings as well as and the roads. MOT will be needed for a period of five days.

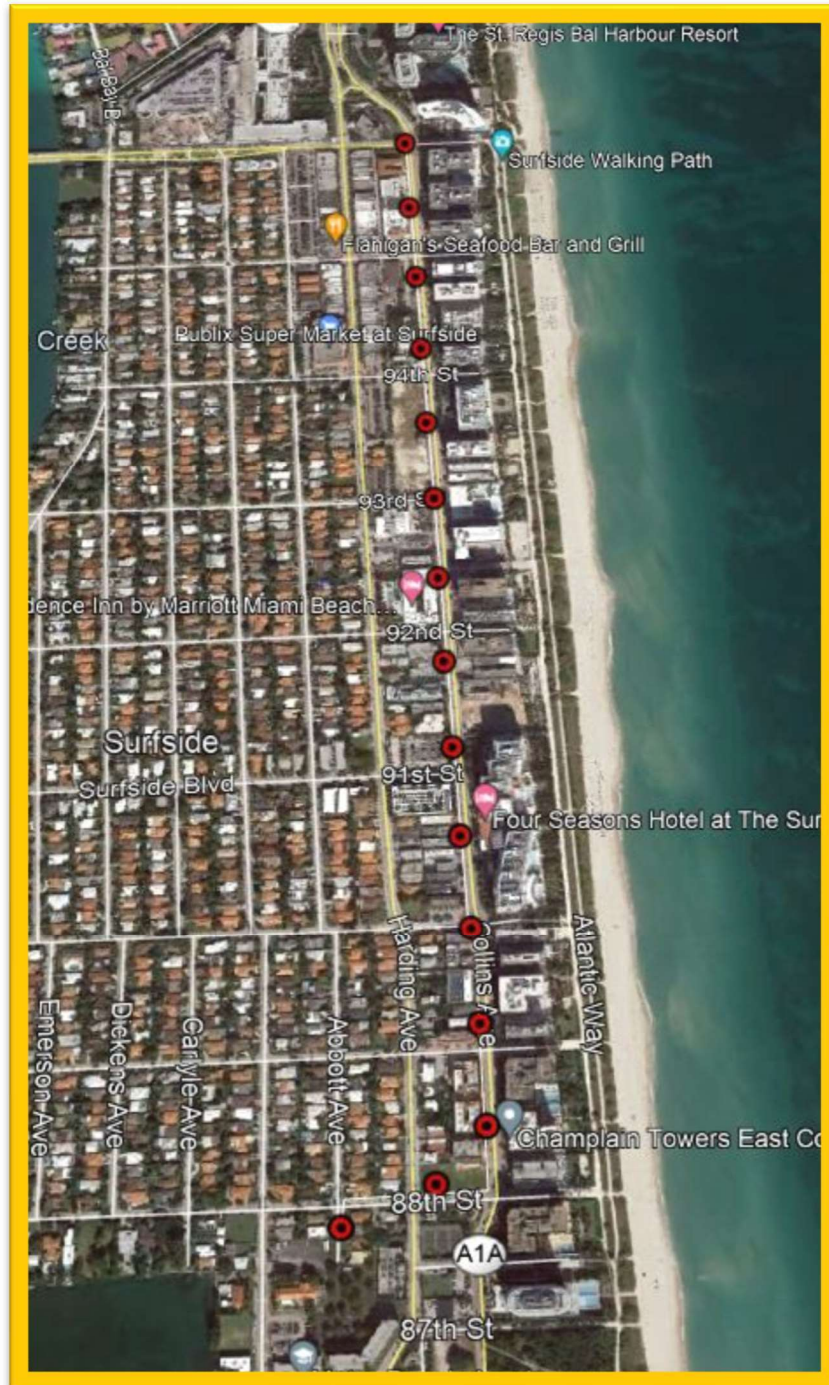
**Field Exploration**

As requested by Nova Consulting, we understand that soil borings will be needed at approximately every 400 feet. AS such, PSI proposes that the subsurface conditions be explored by 15 borings, following the provided PSI drilling program. The table below summarizes our exploratory boring program. The project site plan/layout is not available at this time.

**TABLE 3: SUMMARY OF BORINGS**

Design Element	Number of Borings	Boring Depth (ft)	Drilling Footage (feet)
Collins avenue	15	20	300
<b>TOTAL:</b>	<b>15</b>	<b>---</b>	<b>300</b>





**FIGURE-3: COLLINS AVENUE PROPOSED BORING LOCATIONS**

The boring locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and elevations is beyond the scope of work. References to depths of various subsurface strata will be based on depths below existing grade at the time of drilling. Following are field/drilling activities considerations and continues a table with field exploration descriptions.



- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended (because of weak/soft soils) or reduced (because of refusal) depending on the subsurface materials identified during field activities.
- PSI will contact Local Utility Clearance Entity, i.e., Sunshine 811 prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on private utility lines and other subsurface appurtenances that are located in the field by others prior to field activities.
- PSI will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling and grouting the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

**TABLE 4: ANTICIPATED FIELD EXPLORATION DESCRIPTION**

<b>Drilling Equipment</b>	Truck-mounted drilling equipment
<b>Drilling Method</b>	Mud rotary
<b>Field Testing</b>	Standard Penetration Testing (ASTM D1586)
<b>Sampling Procedure</b>	Soils: ASTM D1587/1586
<b>Sampling Frequency</b>	Continuously to a depth of 10 feet and at five-foot intervals thereafter
<b>Frequency of Groundwater Level Measurements</b>	During drilling
<b>Boring Backfill Procedures</b>	Soil cuttings and grouting
<b>Sample Preservation and Transportation Procedure</b>	General accordance with ASTM D4220

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

**Laboratory Testing**

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

**TABLE 5: LABORATORY TESTING GENERAL PROCEDURES**

<b>Laboratory Test</b>	<b>Applicable ASTM/FM Procedures</b>
Visual Classification	ASTM D2488
Organic Content	ASTM D2944
Moisture Content	ASTM D2216



Material Finer than No. 200 Sieve	ASTM D1140
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Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

### ***Engineering Analyses and Report***

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- General soil profile description
- General site development and subgrade preparation recommendations.
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under the structures.
- Provide soil parameters (Lateral Earth Pressure coefficient)
- Provide pipe trench geotechnical recommendations
- Provide pavement restoration recommendations

A pdf version of the geotechnical report will be prepared and submitted by email to Nova Consulting and design team. If requested by Nova Consulting, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

### **SCHEDULE**

Based on the site accessibility, drilling can commence within approximately one week after receipt of authorization to proceed, weather permitting. The final report will be provided within three weeks of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

### **FEE**

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum fees will be **\$27,529.55**. See table below for breakdown of the fee for Collins Avenue.





**TABLE 6: COST OF GEOTECHNICAL SERVICES ALONG COLLINS AVENUE**

GEOTECH SERVICES						
WM Replacement Along Collins Avenue, Surfside, Florida						
9/22/2021						
Line	Description	Est. Qty.	Unit	Multiplier	Rate	Total
<b>TOTAL AMOUNT</b>						<b>\$ 27,529.55</b>
<b>Field Investigation (Collins Avenue)</b>						<b>\$ 24,001.80</b>
1.A	Mobilization/Demobilization	5	Ea	N/A	\$ 378.56	\$ 1,892.80
1.B	SPT Borings (0-50 feet)	300	LF	N/A	\$ 21.63	\$ 6,489.00
1.I	Closing Holes with Grout (SPT Borings)	300	LF	N/A	\$ 8.65	\$ 2,595.00
23	Maintenance of Traffic (MOT)	5	Days	N/A	\$ 1,825.00	\$ 9,125.00
NC	Underground Utility Locate (GPR)	1	Days	N/A	\$ 1,600.00	\$ 1,600.00
NC	Permit Fees	1	Ea	N/A	\$ 2,300.00	\$ 2,300.00
<b>Laboratory Testing (Collins Avenue)</b>						<b>\$ 1,065.35</b>
3.G	Moisture Content	5	Ea	N/A	\$ 41.10	\$ 205.50
3.H	Organic Content	5	Ea	N/A	\$ 54.08	\$ 270.40
3.I	Grain Size per (AASHTO T-27)	5	Ea	N/A	\$ 69.22	\$ 346.10
3.O	Material Finer than 200 Sieve per ASTM C-117	5	Ea	N/A	\$ 48.67	\$ 243.35
<b>Engineering Management and Geotech Report</b>						<b>\$ 2,462.40</b>
24.D	Support Staff	2	Hr	2.85	\$ 38.00	\$ 216.60
24.C	Non Registered Technical Staff	3	Hr	2.85	\$ 50.00	\$ 427.50
24.A	Senior Technical Engineer Scientists	2	Hr	2.85	\$ 67.00	\$ 381.90
24.B	Senior Project Manager/Registered Technical Staff	8	Hr	2.85	\$ 63.00	\$ 1,436.40
Notes: Unit rates in accordance with Miami-Dade County Water and Sewer Contract No. E15-WASD-13						
NC: Rate not in contract						

Depending on the size of the project and project schedule, partial billing may be performed monthly based on Project Item progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

**AUTHORIZATION**

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.



**CLOSING**

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Lucrèce E. Regisme  
Staff Engineer – Geotechnical Services  
lucrece.regisme@intertek.com



Jose N. Gómez, PE, D.GE  
Chief Engineer – Geotechnical Services  
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions  
Project Data Sheet  
General Conditions

LER/JNG/ler



### Proposal Authorization & Payment Instructions

#### Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	
_____			
Address			
_____			
City	State	Zip Code	Telephone
_____	_____	_____	_____
Email Address	Date	Purchase Order No. / Project Tracking No. (if applicable)	

#### Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	
_____			
City	State	Zip Code	Telephone
_____	_____	_____	_____
Authorizing Party's Relationship to Invoice Payment Party			

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	
_____			
City	State	Zip Code	Telephone
_____	_____	_____	_____
Authorizing Party's Relationship to Invoice Approval Party			



### Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS

**10. ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**Attachment D**

**LIST OF PLAN SHEETS**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

<b>Sheet</b>	<b>Scale</b>	<b># of Sheets</b>	<b>Sheet Description</b>
G-01	N/A	1	Cover Sheet (with Location Map)
G-02	N/A	1	General Notes and Legend
G-03	N/A	1	Proposed Layout
G-04	N/A	1	Key Sheet
SV-01 / SV-07	1" = 40'	7	Survey Sheets – Plan View
D-01 / D-07	1" = 40'	7	Demolition Plans – Plan View
C-01 / C-14	1" = 20'	14	Civil Sheets – Plan / Profile
C-15 / C-16	N/A	2	Civil Details Sheets
TC-01	N/A	1	Maintenance of Traffic Control – Gen. Notes
TC-02 / TC-08	1" = 40'	7	Maintenance of Traffic Control Plans – Plan View
R-01 / R-07	1" = 40'	7	Pavement Restoration Plans – Plan View
PM-01 / PM-07	1" = 40'	7	Pavement Marking & Signage Plans
PM-08 / PM-09	N/A	2	Pavement Marking & Signage Details
ERC-01	N/A	1	Erosion Control General Notes
ERC-02 / ERC-08	1" = 40'	7	Erosion Control Plans – Plan View
ERC-09	N/A	1	Erosion Control Details

**Attachment E**

**Project Schedule:**

**Design & Permitting**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**



ID	Task Mode	Task Name	Duration	Start	Finish	Timeline											
						Sep	Qtr 4, 2022 Oct	Nov	Dec	Qtr 1, 2023 Jan	Feb	Mar	Qtr 2, 2023 Apr	May	Jun	Qtr 3, 2023 Jul	Aug
0		<b>Proposal for Engineering Services for the Town of Surfside for the Replacement of approximately 4,200 LF of 8-inch pipe Cast Iron (CI) Pipe with a new 8-inch Polyvinyl Chloride (PVC) Pipe along Bay Drive</b>	<b>320 days</b>	<b>Sat 10/1/22</b>	<b>Fri 1/5/24</b>	[Gantt bar for main project]											
1		<b>Replacement of approx. 4,200 LF of 8-inch CI pipe with 8-inch PVC pipe along Bay Drive - Design Phase</b>	<b>250 days</b>	<b>Sat 10/1/22</b>	<b>Tue 9/26/23</b>	[Gantt bar for design phase]											
2		Task Authorization Kick-off Meeting	0 days	Sat 10/1/22	Sat 10/1/22	[Milestone 10/1]											
3		<b>Task 1.1A Topographic Survey</b>	<b>65 days</b>	<b>Mon 10/3/22</b>	<b>Wed 1/4/23</b>	[Gantt bar for task 1.1A]											
4		90% Topo Survey	45 days	Mon 10/3/22	Wed 12/7/22	[Gantt bar for 90% topography]											
5		90% Topo Survey Submittal	0 days	Wed 12/7/22	Wed 12/7/22	[Milestone 12/7]											
6		Nova Topo Survey Review	10 days	Thu 12/8/22	Wed 12/21/22	[Gantt bar for nova review]											
7		100% Topo Survey Submittal	10 days	Thu 12/22/22	Wed 1/4/23	[Gantt bar for 100% topography]											
8		<b>Task 1.1B Geotechnical Sub-Surface Exploratory Digs</b>	<b>55 days</b>	<b>Mon 10/3/22</b>	<b>Wed 12/21/22</b>	[Gantt bar for task 1.1B]											
9		Geotech Services + Report 90% Submittal	45 days	Mon 10/3/22	Wed 12/7/22	[Gantt bar for geotech 90%]											
10		Geotech Services + Report 90% Review and Revisions	10 days	Thu 12/8/22	Wed 12/21/22	[Gantt bar for geotech review]											
11		Geotech Report 100% Submittal	0 days	Wed 12/21/22	Wed 12/21/22	[Milestone 12/21]											
12		<b>Task 1.1C - 30% Design Submittal</b>	<b>110 days</b>	<b>Mon 10/3/22</b>	<b>Fri 3/10/23</b>	[Gantt bar for task 1.1C]											
13		Utility Checks / Data Collection	40 days	Mon 10/3/22	Wed 11/30/22	[Gantt bar for utility checks]											
14		30% Design	45 days	Thu 12/22/22	Fri 2/24/23	[Gantt bar for 30% design]											
15		30% Design Submittal	0 days	Fri 2/24/23	Fri 2/24/23	[Milestone 2/24]											
16		30% Town of Surfside Review	10 days	Mon 2/27/23	Fri 3/10/23	[Gantt bar for 30% review]											
17		30% Design Complete	0 days	Fri 3/10/23	Fri 3/10/23	[Milestone 3/10]											
18		<b>Task 1.2 - 90% Design Submittal</b>	<b>65 days</b>	<b>Mon 3/13/23</b>	<b>Mon 6/12/23</b>	[Gantt bar for task 1.2]											
19		90% Design	45 days	Mon 3/13/23	Fri 5/12/23	[Gantt bar for 90% design]											
20		90% Design Workshop Presentation	0 days	Fri 5/12/23	Fri 5/12/23	[Milestone 5/12]											
21		90% Town of Surfside Review	10 days	Mon 5/15/23	Fri 5/26/23	[Gantt bar for 90% review]											
22		Incorporate Town of Surfside 90% Comments	10 days	Tue 5/30/23	Mon 6/12/23	[Gantt bar for incorporate comments]											
23		90% Design Complete	0 days	Mon 6/12/23	Mon 6/12/23	[Milestone 6/12]											
24		<b>Task 1.3 - Permitting Services</b>	<b>60 days</b>	<b>Tue 6/13/23</b>	<b>Tue 9/5/23</b>	[Gantt bar for task 1.3]											
25		Permitting	60 days	Tue 6/13/23	Tue 9/5/23	[Gantt bar for permitting]											
26		Dry-Run Permitting Complete	0 days	Tue 9/5/23	Tue 9/5/23	[Milestone 9/5]											
27		<b>Task 1.4 - 100% Design Submittal</b>	<b>15 days</b>	<b>Wed 9/6/23</b>	<b>Tue 9/26/23</b>	[Gantt bar for task 1.4]											
28		100% Design	15 days	Wed 9/6/23	Tue 9/26/23	[Gantt bar for 100% design]											
29		100% Design Submittal / Procurement Submittal	0 days	Tue 9/26/23	Tue 9/26/23	[Milestone 9/26]											
30		<b>Task 2.0 - Bid Phase Support Services</b>	<b>70 days</b>	<b>Wed 9/27/23</b>	<b>Fri 1/5/24</b>	[Gantt bar for task 2.0]											
31		Preparation of Bid RPQ	10 days	Wed 9/27/23	Wed 10/11/23	[Gantt bar for bid prep]											
32		Pre-Bid Meeting + Presentation	0 days	Wed 10/11/23	Wed 10/11/23	[Milestone 10/11]											
33		Bid Phase Support Services	30 days	Thu 10/12/23	Wed 11/22/23	[Gantt bar for bid support]											
34		Award Letter Issued	30 days	Mon 11/27/23	Fri 1/5/24	[Gantt bar for award letter]											
35		Project Complete	0 days	Fri 1/5/24	Fri 1/5/24	[Milestone 1/5]											

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Manual Progress
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline		
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress		

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A MATCHING GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE SURFSIDE COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PHASE PROJECT: APPROVING THE GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) submitted a matching grant application to the Florida Department of Environmental Protection (“FDEP”) for engineering design and permitting services in connection with the Surfside Collins Avenue Water Main Replacement Project (the “Project”); and

**WHEREAS**, the Project will replace a deteriorated water main along Collins Avenue consisting of replacing up to 5,900 linear feet of 8-inch cast iron (CI) pipe with 12-inch Polyvinyl Chloride (PVC C-900) pipe, and is required to improve water service reliability to consumers and water quality in the area, reduce problems associated with water stagnation, minimize adverse reactions with the pipe walls, and provide an alternate water supply point of connection; and

**WHEREAS**, FDEP has awarded the Town a matching grant (the “Grant”) in the amount of \$217,731.00 for the Project, which the Town is required to match with \$122,474.00 and intends to fund the match with Federal Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act (“ARPA Funding”); and

**WHEREAS**, the Town desires to accept the Grant and enter into a grant agreement with FDEP in substantially the form attached hereto as Exhibit “A” (the “Grant Agreement”); and

**WHEREAS**, the Town Commission finds that the Project and this Resolution 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 FDEP in the amount of \$217,731.00 and approves the Grant Agreement in substantially the form attached hereto as Exhibit “A.”

**Section 3. Authorization to Execute Grant Agreement.** The Town Manager is authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit “A,” subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 4. Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Grant Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

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

Commissioner Marianne Meischeid \_\_\_\_\_

Commissioner Nelly Velasquez \_\_\_\_\_

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

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

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

**ATTEST:**

---

Sandra McCready, MMC  
Town Clerk

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

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



## MEMORANDUM

ITEM NO. 3F.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **First Amendment to SFM Services, Inc. Agreement for Additional Landscape Right of Way and Beach End Services**

---

Town Administration is seeking Town Commission approval of the First Amendment to the existing Agreement with SFM Services, Inc. dated November 24 2020, to incorporate additional Town locations requiring monthly maintenance servicing for an additional total of \$24,858.96 per fiscal year for the duration of the base agreement. The expenditures for fiscal year 2022 will not be retroactive and total \$6,214.74 for the remainder of the year.

In 2020, the Town advertised Request for Proposal 2020-07, Comprehensive Landscape and Related Services with letting date October 1 2020. As a result, two companies were retained to perform Town-wide landscape services. The retained companies were Brightview Landscape Services and SFM Services, Inc. Since 2020, additional landscape locations have been commissioned due to new projects by the Public Works Department. Some of these locations are:

- 93<sup>rd</sup> Street Beach Access
- 89<sup>th</sup> Street Beach End
- 90<sup>th</sup> Street Beach End
- 89<sup>th</sup> Street Beach End
- Abbott Avenue Street End (South)

Lastly, due to planning and lapse of scope at the time, some locations were not captured in the RFP 2020-07. These locations were:

- 96<sup>th</sup> Street Beach End
- 90<sup>th</sup> Street and Harding Avenue Bus Stop

This First Amendment to the Agreement with SFM Services Inc. seeks to capture landscape services in areas currently not defined by a contractor in order to have continuity of services. The Town has justified current lapse of coverage under warranty period of new installations. A

price was requested from both landscaping firms and SFM Services, Inc. was deemed the lowest bidder.

[SFM Services, Inc. Additional Services Pricing Agreement](#)

[Reso Approve First Amendment SFM Services - Additional Landscape Services.docx](#)

[First Amendment with SFM Services - Additional Landscape Services.doc](#)




**Town of Surfside**  
 Price Submittal Schedule Form  
 Additional Locations Not Included in RFP 2020-07  
 As of 05/31/2022

**NOTE:** The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**. This form is based on additional locations commissioned since original RFP 2020-07 for landscape services. Refer to location map for areas.

Item Number	Item Description / Location	Quantity (Times per Month)	Total Months	Cost (Cost per each time)	Total (Total cost per year)
1.0.0A	<b>Additional Locations</b>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1.1A	<b>93rd Street Beach End Walkway (Not Community Center)</b> Maintenance of all sod, hedges and trees as needed. All palm trees to be trimmed twice a year and hardwood once a year. Regular trimming to maintain design height is expected during monthly services. Litter and dead leaves is to be collected during service visits.	2	12	\$ 80.86	\$ 1,940.64
1.1.2A	<b>89th Street Beach End</b> Maintenance of all sod, hedges and trees as needed. All palm trees to be trimmed twice a year and hardwood once a year. Regular trimming to maintain design height is expected during monthly services. Litter and dead leaves is to be collected during service visits.	2	12	\$ 161.28	\$ 3,870.72
1.1.3A	<b>90th Street and Harding Avenue Bus Stop</b> Maintenance of all sod	2	12	\$ 118.05	\$ 2,833.20
1.1.4A	<b>Abbott Avenue Street End (South)</b> Maintenance of all sod, hedges and trees as needed. All palm trees to be trimmed twice a year and hardwood once a year. Regular trimming to maintain design height is expected during monthly services. Litter and dead leaves is to be collected during service visits.	2	12	\$ 134.50	\$ 3,228.00
1.1.5	<b>92nd Street Beach End</b> Maintenance of all sod, hedges and trees as needed. All palm trees to be trimmed twice a year and hardwood once a year. Regular trimming to maintain design height is expected during monthly services. Litter and dead leaves is to be collected during service visits.	2	12	\$ 364.77	\$ 8,754.48
1.1.6	<b>96th Street Beach End</b> Maintenance of all sod, hedges and trees as needed. All palm trees to be trimmed twice a year and hardwood once a year. Regular trimming to maintain design height is expected during monthly services. Litter and dead leaves is to be collected during service visits.	2	12	\$ 176.33	\$ 4,231.92
<b>Total Cost of Yearly General Maintenance Landscape Services at Additional Locatons</b>		<i>leave blank</i>	<i>leave blank</i>	<i>leave blank</i>	\$ 24,858.96

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory:   
 Executed by: MARIO CANTERO  
 (Type or print name)  
 Title: G.M.  
 for (Company): SFM SERVICES INC

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH SFM SERVICES, INC. FOR COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 19, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2739, awarding SFM Services, Inc. (“Contractor”) a contract (“Agreement”) for comprehensive landscape maintenance and related services (the “Services”) pursuant to RFP No. 2020-07; and

**WHEREAS**, the Town wishes to amend the Agreement’s scope of the Services in order to expand the service locations to include the 90<sup>th</sup> Street and Harding Avenue Bus Stop, the 93<sup>rd</sup> Street Beach Access, the 89<sup>th</sup> Street Beach End, the 90<sup>th</sup> Street Beach End, the 96<sup>th</sup> Street Beach End, and the Abbott Avenue Street End (South) (the “Additional Locations”) at a cost not to exceed \$24, 858.96 per year; and

**WHEREAS**, the Town desires to authorize the Town Manager to enter into the First Amendment to the Agreement (the “First Amendment”) to provide the Services for the Additional Locations in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that the First Amendment is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

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

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval and Authorization.** The First Amendment between the Town and Contractor, in substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the First Amendment in an amount not to exceed \$24,858.96 annually on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.



**Section 3. Implementation.** The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the First Amendment.

**Section 4. Effective Date.** This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE TOWN OF SURFSIDE ONLY:**

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

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**TOWN OF SURFSIDE**  
**AND**  
**SFM SERVICES, INC.**

**THIS FIRST AMENDMENT TO THE AGREEMENT** ("First Amendment") is entered into as of this \_\_\_\_\_, 2022, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **SFM SERVICES, INC.**, a Florida corporation (hereinafter the "Contractor").

**WHEREAS**, on November 19, 2020, the Town Commission adopted Resolution No. 2020-2739, awarding the Contractor an agreement (the "Agreement") for comprehensive landscape maintenance and related services (the "Services") pursuant to RFP No. 2020-07; and

**WHEREAS**, the Town requires additional Services for the 90th Street and Harding Avenue Bus Stop, the 93rd Street Beach Access, the 89th Street Beach End, the 90th Street Beach End, the 96th Street Beach End, and the Abbott Avenue Street End (South) (the "Additional Locations"); and

**WHEREAS**, the Town wishes to enter into a First Amendment to the Agreement to amend the Agreement's scope of the Services in order to provide the services for the Additional Locations at a cost not to exceed \$24, 858.96 per year, as set forth herein; and

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Scope of Services.** Section 1, "Scope of Services," of the Agreement is hereby amended as follows:<sup>1</sup>

**1. Scope of Services.**

1.1. Landscape Maintenance for Parks and Recreation Facilities and Town Parking Lots.

\*\*\*

1.1.2. Contract shall perform the Landscape Maintenance Services for the Town's Parks and Recreational Facilities and Parking Lots identified in the Landscape Maintenance Location Map attached hereto as Exhibit "C"

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

and incorporated herein by reference. The Contractor shall also provide the Landscape Maintenance Services for the 90th Street and Harding Avenue Bus Stop, the 93rd Street Beach Access, the 89th Street Beach End, the 90th Street Beach End, the 96th Street Beach End, and the Abbott Avenue Street End (South) (the “Additional Locations”).

3. **Compensation.** Section 3, “Compensation and Payment,” of the Agreement is hereby amended as follows:

### **3. Compensation and Payment.**

**3.1. Compensation for Landscape Maintenance Services.** Contractor will invoice the Town monthly and be paid for the Landscape Maintenance Services in accordance with the unit pricing and rates as set forth in the Price Submittal Schedule Form for General Monthly Landscape Maintenance Services attached hereto as Exhibit “F,” in an amount not to exceed \$128,890.00 per year and \$24,858.96 per year for Landscape Maintenance Services for the Additional Locations, as outlined in the Additional Locations Price Submittal Schedule Form attached hereto as Exhibit “K,” for a total of \$153,748.96 per year.

4. **Additional Exhibit.** The Agreement is hereby amended by incorporating the Price Submittal Schedule Form for Additional Services not included in RFP 2020-07 attached hereto as Exhibit “A” and as Exhibit “K” to the Agreement.
5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first set forth above.

**TOWN:**

TOWN OF SURFSIDE, a Florida municipal corporation

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

Date Executed: \_\_\_\_\_

Attest:

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

Approved as to Legal Form and  
Legal Sufficiency:

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

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first set forth above.

**CONTRACTOR:**

SFM SERVICES, INC., a Florida corporation

Witnesses:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date Executed: \_\_\_\_\_

Print Name: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 3G.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** July 12, 2022  
**Subject:** **Parking Rate Adjustments**

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As directed by the Town Commission during the 06-28-2022 Special Commission Meeting, Town Staff is seeking approval to change the parking rates and parameters in all Town Parking Lots as follows:

- The parking rate in the Town of Surfside is currently \$2.00 per hour for parking in the six (6) Town Municipal Parking Lots. This rate will change to \$4.00 per hour, from 9:00 am to 5:00 pm seven days a week and \$3.00 per hour at all other times.
- There is currently a two hour maximum time limit Monday to Friday from 6 AM to 3 PM and a four-hour maximum time limit between Friday at 3 PM and Monday at 6 AM. The aforementioned time limits are renewable. The time limit will change to a non-renewable three hour time limit at all times.

[Resolution Ratify Amendment to Off Street Parking Rates and Time Limitation.DOCX](#)

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AN AMENDMENT TO THE OFF-STREET VARIABLE PARKING RATES AND TIME LIMITATION SCHEDULE FOR MUNICIPAL PARKING LOTS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) has experienced an ever-growing influx of vehicles occupying parking spaces in the Town’s business district and municipal parking lots (“Municipal Lots”) during weekdays and weekends, partially worsened due to individuals parking at Municipal Lots for extended periods of time; and

**WHEREAS**, at the June 28, 2022 Special Town Commission Meeting, the Town Commission approved by motion an increase to the Town’s Off-Street Variable Parking Rates and a modification to the Time Limitation Schedule (“Parking Schedule”) to limit parking times on weekdays and weekends on Municipal Lots; and

**WHEREAS**, the Town Commission finds that ratifying the increase to the parking rates and the amendment to the Parking Schedule at Municipal Lots will address parking issues and 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. Ratification.** The Town Commission hereby ratifies the following amendments to Off-Street Variable Parking Rates and Parking Schedule for Municipal Lots, effective August 1, 2022:

**Increase to Off-Street Variable Parking Rates/Municipal Lots:**

- a. Rate from 9:00 AM to 5:00 PM seven days a week shall be \$4.00 per hour.
- b. Rate for all other times (from 5:00 PM to 9:00 AM) seven days a week shall be

\$3.00 per hour.

Parking Schedule/Time Limitation:

- a. 6:00 AM to 3:00 PM, Monday to Friday: 3-hour maximum time limit, which is non-renewable.
- b. Friday 3:00 PM to Monday 6:00 AM: 3-hour maximum time limit, which is non-renewable.

**Section 3. Authorization and Implementation.** The Town Manager is hereby authorized and directed to take any and all such actions as are required to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeff Rose	_____
Mayor Shlomo Danzinger	_____

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



ATTEST:

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Sandra McCready, MMC  
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



## MEMORANDUM

ITEM NO. 4A1.

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

**From:** Fred Landsman, Commissioner

**Date:** July 12, 2022

**Subject:** **Amending the Town of Surfside Code of Ordinances by Amending Section 90-57. - "Marine Structures", to Amend Regulations for Construction of Docks, Pier and Moorings on Waterfront Lots.**

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Request approval of this ordinance on second reading in order to move forward on adoption of the ordinance.

The Ordinance was adopted by the Town Commission on first reading on June 14, 2022. The Planning & Zoning Board, as the Local Planning Agency for the Town, held its public hearing on June 30, 2022, and recommended approval of the Ordinance by a 3-2 vote. There are no changes to the Ordinance between first and second reading.

[Surfside Ordinance Amending Sec 90-57 Marine Structures 2nd reading.docx](#)

ORDINANCE NO. 21 - \_\_\_\_\_

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

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it  
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in  
6 order to update regulations and procedures to maintain consistency with state law, to implement  
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that  
8 may arise; and

9       **WHEREAS**, the Town recently adopted Ordinance No. 2022-1718 amending section 90-57  
10 of the Code to provide for specific regulations for marine structures on waterfront lots with water  
11 frontage on two sides, specific waterfront lots fronting portions of Point Lake that are particularly  
12 vulnerable to obstructions to navigation, other waterfront lots on Point Lake, waterfront lots on  
13 Biscayne Bay and Indian Creek, adding setbacks for docks, protecting unobstructed passage on  
14 waterways, and requiring owners to provide courtesy notices of a building permit application for a  
15 dock to all owners within 300 feet prior to building permit; and

16       **WHEREAS**, in addition to the Code, marine structures are regulated by the Miami-Dade  
17 County Department of Environmental Resources Management (DERM) which implements Section  
18 403.813, Florida Statutes, and Section 66-302.700, Florida Administrative Code, which together  
19 limit marine structures like docks to 500 square feet, and enforces additional limitations such as the  
20 D-5 triangle; and

<sup>1</sup> 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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**WHEREAS**, the Town finds that DERM’s regulations and enforcement provide ample restrictions that limit the size of marine structures; and

**WHEREAS**, given the marine structure area limitations enforced by DERM, the Town Commission seeks to modify the allowable projections of docks into waterways to provide for additional flexibility to waterfront owners located on waterways such as Indian Creek and Biscayne Bay that are wide enough to accommodate marine structure projections without adversely impacting navigability, and finds that such modifications are necessary and in the best interests of the Town and its residents; and

**WHEREAS**, on May 10, 2022 at its regular monthly meeting, the Town Commission directed staff to evaluate and prepare an ordinance amending Section 90-57. – Marine Structures, to address such modification; and

**WHEREAS**, the Town Commission held its first public hearing on June 14, 2022 and, having complied with the notice requirements in the Florida Statutes, approved the proposed amendment to Section 90-57 of the Code of Ordinances on first reading; and

**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on June 30, 2022 with due public notice and input, and recommended approval of this proposed amendment by a 3-2 vote; and

**WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on \_\_\_\_\_, 2022 and further finds the proposed changes to the Code are necessary and in the best interest of the community.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:**

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by this reference:

**Section 2. Town Code Amended.** Section 90-57. – “Marine Structures”, of the Surfside Town Code of Ordinances is hereby amended as follows<sup>1</sup>:

**Sec. 90-57. – Marine Structures.**

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<sup>1</sup> 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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- (d) Maximum Projection of Lots on Biscayne Bay and Indian Creek. For any lot with water frontage on Biscayne Bay or Indian Creek, a marine structure may be constructed to project into the waterway ~~by no more than the lesser of (i) 10% of the width of the adjacent waterway up to:~~
  - a. 35 feet maximum within Indian Creek, which applies to Lot 13, Block 26, of the Second Amended Plat of Normandy Beach (Plat Book 16, Page 44) and all waterfront properties north of it along Biscaya or Bay Drive; or
  - b. 45 feet maximum within Biscayne Bay, which applies Lot 14, Block 26 of the Second Amended Plat of Normandy Beach (Plat Book 16, Page 44) and all waterfront properties east of it along Biscaya or 88<sup>th</sup> Street.
  - c. Any portion of a marine structure that projects more than 15 feet from the sea wall shall be limited to a maximum 8 feet in width, ~~or (ii) 15 feet,~~ unless the Miami-Dade County Department of Economic Resources, Department of Environmental Resource Management, or Florida Department of Environmental Protection determines that environmental resources do not allow for a width of greater than 8 feet adjacent to the sea wall, in which case a platform of up to 30 feet in width (dimension parallel to sea wall) and 15 feet in depth (dimension perpendicular to sea wall) may be constructed within 25 feet of the sea wall ~~require a further dock extension, in which case a finger pier not to exceed 8 feet in width, and any mooring piles, boat lifts, or other appurtenances, shall be allowed to project into the waterway no more than 35 feet, and vessels shall be required to dock along the side of the finger pier rather than at the end of the finger pier.~~

\* \* \*

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

90  
91 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
92 resolutions in conflict herewith are hereby repealed.

93  
94 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

95  
96 **PASSED** and **ADOPTED** on first reading the 14<sup>th</sup> day of June, 2022.

97  
98 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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101 **First Reading:**

102 Motion by: \_\_\_\_\_

103 Second by: \_\_\_\_\_

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106 **Second and Final Reading:**

107 Motion by: \_\_\_\_\_

108 Second by: \_\_\_\_\_

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111 **FINAL VOTE ON ADOPTION**

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

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

114 Commissioner Nelly Velazquez \_\_\_\_\_

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

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

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

120 **ATTEST:**

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123 \_\_\_\_\_  
124 Sandra N. McCready, MMC

125 Town Clerk

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

131 \_\_\_\_\_  
132 Weiss Serota Helfman Cole & Bierman, P.L.  
133 Town Attorney  
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## MEMORANDUM

ITEM NO. 4A2.

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

**From:** Shlomo Danzinger, Mayor

**Date:** July 12, 2022

**Subject:** **Ordinance Amending Section 54-78 of Code - Prohibited Noises**

---

To adopt the second reading of the ordinance change as drafted by the town attorneys amending section 54-78 of code - Prohibited Noises as discussed in the May 10, 2022 commission meeting.

Currently, Section 54-78 - Prohibited Noises - in the Town code prohibits devices such as lawns mowers, hedge clippers, and other mechanical devices to be used on Sundays. (They are allowed Monday to Saturday between the hours of 8 AM - 6 PM). This ordinance ultimately restricts Sabbath observing Jewish residents restricted from such activity on Saturdays, and restricts other working residents, from maintaining their own lawns on weekends.

[Prohibited Noises Ordinance.docx](#)



ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-78. - “PROHIBITED NOISES” RELATING TO PERMITTED HOURS OF OPERATION FOR PERSONAL OR RESIDENT LANDSCAPING EQUIPMENT AND OTHER NOISE-PRODUCING MECHANICAL DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it  
5 periodically necessary to amend its Code of Ordinances in order to update regulations and  
6 procedures to maintain consistency with state law, to implement municipal goals and objectives, to  
7 clarify regulations and address specific issues and needs that may arise; and

8       **WHEREAS**, Chapter 54, Article III, of the Town of Surfside (the “Town”) Code of  
9 Ordinances (the “Code”) protects the health, safety, and welfare of Town residents and visitors  
10 by controlling noises and offenses involving public peace and order, including regulating hours of  
11 operation of lawn or landscaping equipment and mechanical devices; and

12       **WHEREAS**, the Town Commission desires to amend Section 54-78(7) of Division II. – Noise,  
13 of Article III. – Offenses Involving Public Peace and Order, of Chapter 54 – Offenses and  
14 Miscellaneous Provisions, of the Town Code, in order to allow for use of personal lawn or  
15 landscaping equipment by residents within certain hours on Saturdays, Sundays and federal  
16 holidays; and

17       **WHEREAS**, the proposed amendment to Section 54-78(7) of the Town Code would allow  
18 working residents and Sabbath observing Jewish residents to timely maintain their own lawns  
19 within specified hours on Saturday, Sundays and federal holidays, and provide for granter ease in  
20 lawn maintenance and care; and

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.



63 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
64 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
65 in no way affect the validity of the remaining portions of this Ordinance.

66 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
67 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
68 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
69 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other  
70 appropriate word.

71  
72 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
73 resolutions in conflict herewith are hereby repealed.

74  
75 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second  
76 reading.

77  
78 **PASSED** on first reading this 14<sup>th</sup> day of June, 2022.

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80 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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84 **First Reading:**

85 Motion by: \_\_\_\_\_

86 Second by: \_\_\_\_\_

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89 **Second and Final Reading:**

90 Motion by: \_\_\_\_\_

91 Second by: \_\_\_\_\_

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94 **FINAL VOTE ON ADOPTION**

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

96 Commissioner Marianne Meischeid \_\_\_\_\_

97 Commissioner Nelly Velasquez \_\_\_\_\_

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

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

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

103 **ATTEST:**

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Sandra N. McCready, MMC  
Town Clerk

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

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



## MEMORANDUM

ITEM NO. 4A3.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jeffrey Rose, Vice Mayor  
**Date:** July 12, 2022  
**Subject:** **24 Inch Setback Encroachment Clarification**

---

To approve this item on second reading and move it forward for second reading.

A potential ambiguity has been raised regarding whether and under what circumstances projections into the setback may be applied. I would like to clean up the ambiguous language in the zoning code to encourage architectural variety and creativity as suggested by our previous and current Planning and Zoning Board. The attached proposed ordinance seeks to address this potential ambiguity by amending the zoning code to provide clear language and direction.

[Surfside 24 inch Setback Encroachment 2nd reading.docx](#)

ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-47. - “YARDS, GENERALLY ALLOWABLE PROJECTIONS” TO CLARIFY ALLOWANCES FOR PROJECTIONS INTO REQUIRED SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it  
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in  
6 order to update regulations and procedures to maintain consistency with state law, to implement  
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that  
8 may arise; and

9       **WHEREAS**, Section 90-47 generally governs projections into the setback; and

10       **WHEREAS**, following the adoption of Ordinance 2021-1716 amending section 90-47 of the  
11 Code in connection with the setback projections in the H-120 District, a potential ambiguity has  
12 been raised regarding whether and under what circumstances projections into the setback may be  
13 applied or combined; and

14       **WHEREAS**, the Town seeks to clarify the type and extent of allowable projections into the  
15 setback, including when and to what extent different projections may be combined; and

16       **WHEREAS**, the Town Commission held its first public hearing on June 14, 2022 and, having  
17 complied with the notice requirements in the Florida Statutes, approved the proposed amendment  
18 on first reading; and

19       **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held  
20 its hearing on the proposed amendment on June 30, 2022 with due public notice and input and  
21 recommended approval of the ordinance by a vote of 5-0; and

<sup>1</sup> 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.



55 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
56 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
57 in no way affect the validity of the remaining portions of this Ordinance.

58 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
59 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
60 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
61 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other  
62 appropriate word.

63  
64 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
65 resolutions in conflict herewith are hereby repealed.

66  
67 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second  
68 reading.

69  
70 **PASSED** on first reading the 14<sup>th</sup> day of June, 2022.

71  
72 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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75 **First Reading:**

76 Motion by: \_\_\_\_\_

77 Second by: \_\_\_\_\_

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80 **Second and Final Reading:**

81 Motion by: \_\_\_\_\_

82 Second by: \_\_\_\_\_

83  
84  
85 **FINAL VOTE ON ADOPTION**

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

87 Commissioner Marianne Meischeid \_\_\_\_\_

88 Commissioner Nelly Velazquez \_\_\_\_\_

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

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

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Shlomo Danzinger, Mayor

**ATTEST:**

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Sandra N. McCready, MMC  
Town Clerk

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

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



## MEMORANDUM

ITEM NO. 4B1.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Shlomo Danzinger, Mayor  
**Date:** July 12, 2022  
**Subject:** **50% Lot Coverage for 1-Story Homes**

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To modify the Town Code to allow for 50% lot coverage for 1-story homes (not to exceed any existing setbacks), and to stipulate in the code; if a homeowner who has built above the 40% lot coverage wishes to build a second floor, the homeowner must remove the excess square footage from the first floor, bringing the total lot coverage to a maximum of 40%, when building a second floor (to be limited to the standard 80% of the 40%).

New one story homes build over the 40% coverage must adhere to a 22' ft height restriction.

The Town's Planning and Zoning Board has previously recommended allowing homeowners to build up to 50% of the lot coverage (not to exceed any existing setbacks) to:

- Encourage homeowners to preserve existing homes when looking to expand, instead of complete demolition; and
- Incentivize homeowners building new homes to build cheaper and more modest 1-story homes instead of larger, more expensive 2-story homes.

[Ordinance Amending Maximum Lot Coverage for Single Story Homes.docx](#)

ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - “DEFINITIONS” TO REVISE THE DEFINITION FOR “LOT COVERAGE,” AND SECTION 90-49. – “LOT STANDARDS” TO INCREASE THE MAXIMUM LOT COVERAGE ALLOWED FOR SINGLE-STORY HOMES THAT DO NOT EXCEED 22 FEET IN HEIGHT TO 50%; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it  
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in  
6 order to update regulations and procedures to maintain consistency with state law, to implement  
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that  
8 may arise; and

9       **WHEREAS**, the Town Commission finds that many of the older homes in Town are one-  
10 story; and

11       **WHEREAS**, the Town Commission finds that many of the older homes in Town have been  
12 replaced in recent years with imposing two-story homes that present compatibility challenges with  
13 the remaining one-story homes; and

14       **WHEREAS**, the current forty percent (40%) lot coverage limitation disincentives the  
15 preservation of existing one-story homes by owners who simply need a little more space; and

16       **WHEREAS**, although relief exists in the form of a practical difficulty variance, such requires  
17 considerable process, time, and money; and

18       **WHEREAS**, the Town Commission desires to encourage and enable preservation of existing  
19 single-family homes by allowing for their expansion and provide an option to home owners so that  
20 they are not compelled to build a two-story home; and



59 **Sec. 90-49. Lot standards.**  
 60

Lot standards	H30A	H30B	H30C	H40	H120	SD-B40	MU	CF
Minimum lot width	50 FT	50 FT	50 FT	50 FT	50 FT	0 FT	-	-
Minimum lot area	8,000 FT	5,600 FT	-	-	-	-	-	-
Maximum lot coverage	40%*	40%*	-	-	-	-	-	-
Minimum pervious area	35%	35%	20%	20%	20%	-	-	-

61  
 62 \* Homes with a maximum height of 22 feet that do not exceed one habitable story may provide  
 63 up to fifty percent (50%) lot coverage. A single-story home exceeding forty percent (40%) lot  
 64 coverage may not be altered to provide a second story unless the lot coverage is reduced to a  
 65 maximum 40%.

66 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
 67 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
 68 in no way affect the validity of the remaining portions of this Ordinance.

69 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
 70 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
 71 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
 72 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other  
 73 appropriate word.  
 74

75 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
 76 resolutions in conflict herewith are hereby repealed.  
 77

78 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second  
 79 reading.  
 80

81 **PASSED** on first reading this 12<sup>th</sup> day of July, 2022.  
 82

83 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
 84

85 **First Reading:**

86 Motion by: \_\_\_\_\_

87 Second by: \_\_\_\_\_  
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90 **Second and Final Reading:**

91 Motion by: \_\_\_\_\_

92 Second by: \_\_\_\_\_  
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**FINAL VOTE ON ADOPTION**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

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Shlomo Danzinger, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

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

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



## MEMORANDUM

ITEM NO. 4B2.

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

**From:** Shlomo Danzinger, Mayor

**Date:** July 12, 2022

**Subject:** **Amendments to the Town Code to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices (such as Leaf Blowers) During Permitted Hours**

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- To leave power blowers in section 54-78 of the town code as amended in the first reading in June 2022.
- Modify 54-78 (15) (blowers) to only allow landscaping equipment and other noise-producing mechanical devices (such as leaf and power blowers) during the hours as set forth by the amendments in the first reading in June 2022 of section 54-78(7).
- Remove the probative language for power blowers in section 66-7 of the town code.

In order to signal Surfside's commitment to environmental protection, a previous commission outlawed power blowers by amending the town code. However, the issue is that blowers are an essential tool which is required when landscaping or maintaining a property.

Leaf blowers are used to blow cut grass back into the yard for mulching to increase lawn health. It's also used to gather dust and debris from large areas for removal, and clean hard to reach crevices.

Making the use of power blowers illegal in town has caused a hardship and financial burden to residents. Those who maintain their own yards are forced to spend additional hours in the heat raking, sweeping, and scooping up clippings.

For the residents who utilize commercial landscaping services, the fees of many providers have increased exponentially due to the physical hardship and extra time the job now entails.

The restriction of leaf or power blowers has caused a health & quality of life issue to many of our residents and has caused additional financial impacts to many more.

[3L13620-Ord Prohibited Noises Lanscaping Equipment TA v2.DOCX](#)

ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-78(15) – “PROHIBITED NOISES” AND SECTION 66-7 - “DISPOSAL OF GRASS CUTTINGS AND HEDGE TRIMMINGS” TO ALLOW OPERATION OF LANDSCAPING EQUIPMENT AND OTHER NOISE-PRODUCING MECHANICAL DEVICES DURING PERMITTED HOURS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (the “Town”) finds it periodically  
5 necessary to amend its Code of Ordinances (“Code”) in order to update regulations and procedures  
6 to maintain consistency with state law, to implement municipal goals and objectives, to clarify  
7 regulations and address specific issues and needs that may arise; and

8       **WHEREAS**, the Town Commission adopted an ordinance on first reading at its June 14, 2022  
9 Commission meeting to permit residents to perform personal lawn maintenance and operation of  
10 landscaping equipment and noise-producing mechanical devices (such as leaf blowers) within  
11 certain permitted hours on weekends and federal holidays: and

12       **WHEREAS**, Article III, Sec. 54-78. – “Prohibited Noises,” of Chapter 54, “Offenses and  
13 Miscellaneous Provisions,” of the Town Code prohibits noises from any noise-creating blowers or  
14 power fans, or any internal combustion engine, which causes noise due to the explosion of operating  
15 gases or fluids, unless the noise from such blower is muffled and such engine is equipped with a  
16 muffler device; and

17       **WHEREAS**, Article I, Sec. 66-7. – “Disposal of grass cutting and hedge trimmings,” of  
18 Chapter 66, “Solid Waste,” absolutely prohibits the use of power blowers to dispose of grass  
19 cuttings and hedge trimmings; and



20       **WHEREAS**, the Town Commission desires to amend the Code to permit landscaping  
21 equipment and noise-producing mechanical devices (such as leaf and power blowers) for landscape  
22 or maintenance of property, within certain permitted hours of operation; and

23       **WHEREAS**, the Town Commission finds that the restrictions on the use of landscaping  
24 equipment and noise-producing mechanical devices (such as leaf and power blowers) has caused  
25 health and quality of life issues for many of our residents and has caused additional financial  
26 impacts; and

27       **WHEREAS**, the Town Commission finds it to be in the best interest of the public, health,  
28 safety, and welfare of its residents to adopt the Ordinance amending the Town’s Code to permit  
29 landscaping equipment and noise-producing mechanical devices (such as leaf and power blowers)  
30 within permitted hours of operation.

31  
32       **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**  
33 **TOWN OF SURFSIDE, FLORIDA:**<sup>1</sup>  
34

35       **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by  
36 this reference:  
37

38       **Section 2. Town Code Amended.** Sections 54-78. – ‘Prohibited Noises’ of Chapter 54 –  
39 “Offenses and Miscellaneous Provisions” and Section 66-7. – Disposal of Grass Cuttings and  
40 Hedge Trimmings” of the Surfside Code of Ordinances are hereby amended to read as follows:

41                   **CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS**

42                                   \* \* \*

43                   **ARTICLE III. – OFFENSES INVOLVING PUBLIC PEACE AND ORDER**

44                                   \* \* \*

45 **Sec. 54-78. – Prohibited Noises.**

46                   The following noises and other noises of the same characteristics, intensity or annoyance  
47 shall be prohibited within the town as follows:  
48

49                                   \* \* \*  
50  
51

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<sup>1</sup> 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 yellow highlight and double strikethrough or double underline.

52 (15) Blowers. The operation of any noise-creating blower or power fan, or any  
53 internal combustion engine, the operation of which causes noise due to the explosion  
54 of operating gases or fluids, unless the noise from such blower or fan is muffled and  
55 such engine is equipped with a muffler device sufficient to deaden such noise, except  
56 that landscaping equipment and noise-producing mechanical devices, including, but  
57 not limited to leaf and power blowers, shall be permitted during the permitted hours  
58 of operation provided in Section 54-78(7).

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61 **CHAPTER 66 – SOLID WASTE**

62 \*\*\*

63  
64 **ARTICLE I. – IN GENERAL**

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66 **Sec. 66-7. - Disposal of grass cuttings and hedge trimmings.**

67  
68 All grass cuttings and hedge trimmings that are not mulched or composted, shall be  
69 placed in plastic bags and securely tied before setting out at curbside for collection on the  
70 scheduled pick up day up to the allowable four cubic yard limit. If more than four cubic  
71 yards is placed at curbside, the town will hang a non-compliance notice on the property  
72 owner's door and the town will charge a per cubic yard fee over the allowable limit as  
73 adopted by resolution. Said fee will be billed to the property owner in the monthly utility  
74 bill. Commercial gardeners shall promptly remove the cuttings and trimmings from the  
75 town. ~~Grass cuttings shall be completely removed and cleaned from all paved areas by~~  
76 ~~broom sweeping only, and the use of power blowers is absolutely prohibited.~~

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81 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
82 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
83 in no way affect the validity of the remaining portions of this Ordinance.

84 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
85 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
86 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
87 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other  
88 appropriate word.

89  
90 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
91 resolutions in conflict herewith are hereby repealed.

92  
93 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second  
94 reading.

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**PASSED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**First Reading:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**Second and Final Reading:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

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

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

Commissioner Nelly Velasquez \_\_\_\_\_

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

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

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

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC

Town Clerk

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

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney



## MEMORANDUM

ITEM NO. 4B3.

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

**From:** Fred Landsman, Commissioner

**Date:** July 12, 2022

**Subject:** **Ordinance to Increase the Minimum Percentage of Florida Friendly Landscaping Required to 40%**

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Consider direction to the Town Planner and Town Attorney to bring back an ordinance to implement these recommendations.

Consideration: The Town Commission during the June 14th meeting discussed bringing an ordinance forward for consideration:

Increase the minimum percentage of Florida Friendly landscaping required to 40%. The minimum percentage is currently 20%, but the Zoning in Progress increased that figure to 40%. Florida Friendly is a set of standards promulgated by the University of Florida to encourage sustainability, minimize storm water runoff, and support wildlife. The increase provided in the Zoning in Progress was complied with by all design review applicants over the last 18 months and does not appear to be a significant burden on property owners.

[Ordinance Amending FL Friendly Landscape Ordinance New Construction.DOCX](#)

ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 90-90 AND 90-95 OF ARTICLE VIII, “LANDSCAPE REQUIREMENTS,” OF CHAPTER 90 OF THE TOWN CODE OF ORDINANCES, TO INCREASE FLORIDA-FRIENDLY LANDSCAPING IN THE PERVIOUS AREAS OF SINGLE FAMILY AND DUPLEX DWELLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (the “Town”) finds it periodically  
5 necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to  
6 update regulations and procedures to maintain consistency with state law, to implement municipal  
7 goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

8       **WHEREAS**, Article VIII, “Landscape Requirements,” (the “Landscape Ordinance”) of  
9 Chapter 90, “Zoning,” of the Town Code promotes Florida Friendly Landscaping Principles (Right  
10 Plant-Right Place, Water Efficiency, Fertilize Appropriately, Mulch, Attract Wildlife, Manage  
11 Yard Pest Responsibly, Recycle, Prevent Storm Runoff, and Protection of Waterfronts), which  
12 principles are aimed at protecting Florida’s unique natural resources; and

13       **WHEREAS**, the Landscape Ordinance of the Town Code currently requires single family  
14 and duplex dwellings to utilize at least 20% Florida Friendly Landscaping in pervious areas; and

15       **WHEREAS**, multifamily dwellings and all other developments are required to utilize at  
16 least 40% and 50% Florida Friendly Landscaping in pervious areas, respectively, under the  
17 Landscape Ordinance; and

18       **WHEREAS**, the Town issued Zoning in Progress notices dated December 2021 and March  
19 2022 providing that single family and duplex developments in the Town utilize at least 40% Florida  
20 Friendly Landscaping in pervious area; and



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**Section 90-95. – Single-family H30A and H30B district landscape requirements.**

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(2) *General landscape treatment:* Trees, turf grass, groundcover, shrubs and other decorative landscape material shall be used to cover all disturbed ground not covered by building and paving, subject to the ~~;~~ with Florida Friendly landscape requirements of Section 90-90 of this Code ~~to be a minimum of 20 percent of the open space of the site.~~

\*\*\*

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

**Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

**Section 6. Effective Date.** This ordinance shall become effective upon adoption on second reading.

**PASSED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** and **ADOPTED** on second reading this \_\_ day of \_\_\_\_\_, 2022.

**First Reading:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**Second and Final Reading:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

93 Commissioner Fred Landsman \_\_\_\_\_  
94 Commissioner Marianne Meisheid \_\_\_\_\_  
95 Commissioner Nelly Velasquez \_\_\_\_\_  
96 Vice Mayor Jeffrey Rose \_\_\_\_\_  
97 Mayor Shlomo Danzinger \_\_\_\_\_

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

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101 **ATTEST:**

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105 Sandra N. McCready, MMC  
106 Town Clerk

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

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112 \_\_\_\_\_  
113 Weiss Serota Helfman Cole & Bierman, P.L.  
114 Town Attorney





## MEMORANDUM

ITEM NO. 4B4.

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

**From:** Commissioner Fred Landsman

**Date:** July 12, 2022

**Subject:** **Amending the Town Code Relating to the Location and Requirements for Ground-Level and Rooftop Mechanical Equipment**

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For the Commission to adopt this ordinance on first reading.

Consideration: The Town Commission during the June 14th meeting discussed bringing an ordinance forward to consider the following proposals:

1. Reduce the required setback for mechanical equipment located on the ground level of homes provided noise mitigating barriers are used. Section 90-47.3 of the Town Code currently requires mechanical equipment be placed not closer than 15 feet from any other residence, and Section 90-44 allows placement on rooftops, but in neither case requires visual screening or sound barriers. The proposal is to reduce the setback on the ground level to 5 feet and clarify that mechanical equipment is required to be visually screened and include sound barriers.
2. Require similar visual screening and sound mitigation barriers for rooftop mechanical equipment.

For discussion purposes, the regulations governing rooftop installations from the last Zoning in Progress notice that expires on June 7, 2022 are as follows:

Mechanical equipment shall be permitted on any roof in the H30A and H30B districts, subject to the following requirements:

- A. Setback from roof perimeter. All equipment and enclosures shall be set back from the roof perimeter so that it is not visible from eye-level view from grade at a distance of 75 feet from any property line of the subject lot. This shall be demonstrated by line-of-sight drawings submitted as part of a zoning approval or design review package.
- B. Screening. All equipment shall be screened by an enclosure of sufficient height which adequately hides the equipment from view from all angles (including from above) and matches closely to its immediate surroundings in texture, color, and appearance, or is set into the roof structure itself without changing the visible contour of the roof as seen

from the street. In either instance, neither equipment nor screening shall be visible from eye-level from grade at any property line, nor discernible from eye-level from grade at any distance outside of the property lines. Additionally, the equipment shall be acoustically screened to reduce noise to no more than 55 DBA when measured from any property line of the subject lot.

- C. The footprint area of the equipment, as defined by the perimeter of the decorative and acoustic screen enclosure, shall not exceed 7.5% of the total area of the roof upon which it is placed.
- D. Rooftop equipment and all screening elements shall not exceed six (6) feet above the roof slab for a flat roof or above the truss for a pitched roof.
- E. Any rooftop mechanical equipment installed prior to the effective date of this ordinance shall meet the requirements of this section for any replacement of equipment.

[Ordinance Ground and Rooftop Mechanical Equipment H30A and H30B.docx](#)

ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 90-47.3 RELATING TO THE LOCATION AND REQUIREMENTS FOR GROUND-LEVEL MECHANICAL EQUIPMENT AND CREATING SECTION 90-67.3 RELATING TO THE LOCATION AND REQUIREMENTS FOR ROOFTOP MECHANICAL EQUIPMENT, ON PROPERTIES IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,  
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside (the “Town”) finds it periodically  
5 necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to  
6 update regulations and procedures to maintain consistency with state law, to implement municipal  
7 goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

8       **WHEREAS**, Section 90-47.3 of Article IV. – District Regulations, of Chapter 90,  
9 “Zoning,” of the Town Code requires property owners in the H30A and H30B zoning districts to  
10 provide certain rear yard and/or side yard setbacks for air conditioning equipment, pool pumps, or  
11 other ground mechanical equipment; and

12       **WHEREAS**, additionally, Section 90-44.2 of Chapter 90 allows rooftop mechanical  
13 equipment, but does not provide regulations governing the location and requirements, such as  
14 screening, for mechanical equipment on roofs; and

15       **WHEREAS**, although mechanical equipment is typically loud and aesthetically  
16 unappealing, mechanical equipment is necessary for modern living and is ubiquitous in the  
17 Town; and

18       **WHEREAS**, due to innovations in mechanical equipment, it is now more feasible to  
19 mitigate the negative visual and auditory consequences of mechanical equipment; and



50 ~~rear and side yards~~ and is not visible from any street or waterway. All equipment shall be visually  
51 screened by an enclosure of sufficient height which adequately hides the equipment from view from  
52 all angles (including from above) and matches closely to its immediate surroundings in texture,  
53 color, and appearance. Additionally, the equipment shall be acoustically screened to reduce noise  
54 to no more than 55 dBA when measured from any property line of the subject lot.

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56 **ARTICLE V. – DESIGN STANDARDS**

57 \*\*\*

58 90-67.3. Rooftop Mechanical Equipment in H30A and H30B Districts.

59 The following requirements apply to all rooftop mechanical equipment located within the  
60 H30A and H30B zoning districts:

61 a. Setback from roof perimeter. All equipment and enclosures shall be set back from  
62 the roof perimeter so that it is not visible from eye-level view from grade at a  
63 distance of 75 feet from any property line of the subject lot. This shall be  
64 demonstrated by line-of-sight drawings submitted as part of a zoning approval or  
65 design review package.

66 b. Screening. All equipment shall be visually screened by an enclosure of sufficient  
67 height which adequately hides the equipment from view from all angles (including  
68 from above) and matches closely to its immediate surroundings in texture, color, and  
69 appearance, or is set into the roof structure itself without changing the visible  
70 contour of the roof as seen from the street. In either instance, neither equipment nor  
71 screening shall be visible from eye-level from grade at any property line, nor  
72 discernible from eye-level from grade outside of the property lines. Additionally,  
73 the equipment shall be acoustically screened to reduce noise to no more than 55 dBA  
74 when measured from any property line of the subject lot.

75 c. The footprint area of the equipment, as defined by the perimeter of the decorative  
76 and acoustic screen enclosure, shall not exceed 7.5% of the total area of the roof  
77 upon which it is placed.

78 d. Rooftop equipment and all screening elements shall not exceed six (6) feet above  
79 the roof slab for a flat roof or six (6) feet above the top of the tie beam for a pitched  
80 roof.

81 e. Any rooftop mechanical equipment installed prior to the effective date of this  
82 ordinance shall meet the requirements of this section for any replacement of  
83 equipment.

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86 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is  
87 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
88 in no way affect the validity of the remaining portions of this Ordinance.

89 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is  
90 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of  
91 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
92 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other  
93 appropriate word.

94 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or  
95 resolutions in conflict herewith are hereby repealed.

96 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second  
97 reading.

98  
99 **PASSED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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101 **PASSED** and **ADOPTED** on second reading this \_\_ day of \_\_\_\_\_, 2022.

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105 **First Reading:**  
106 Motion by: \_\_\_\_\_  
107 Second by: \_\_\_\_\_

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110 **Second and Final Reading:**  
111 Motion by: \_\_\_\_\_  
112 Second by: \_\_\_\_\_

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115 **FINAL VOTE ON ADOPTION**

116 Commissioner Fred Landsman \_\_\_\_\_  
117 Commissioner Marianne Meischoid \_\_\_\_\_  
118 Commissioner Nelly Velasquez \_\_\_\_\_  
119 Vice Mayor Jeffrey Rose \_\_\_\_\_  
120 Mayor Shlomo Danzinger \_\_\_\_\_

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Shlomo Danzinger, Mayor

124 **ATTEST:**  
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Sandra N. McCready, MMC  
Town Clerk

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

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



## MEMORANDUM

ITEM NO. 5A.

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

**From:** Town Manager, Andrew Hyatt

**Date:** July 12, 2022

**Subject:** **Solid Waste Services Special Assessment Preliminary Rate Resolution**

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Town Administration recommends that the Town Commission adopt the resolution as a matter precedent to the final assessment resolution. This resolution does not levy the assessment, but merely notices the public of the Town's intent to again assess for this service and sets the place, date, and time for the final hearing.

The Town annually special assesses residential properties of 4 units or more per parcel for the cost of solid waste services those properties will receive during the fiscal year. This assessment process uses the property tax bill as the billing and collection method for the revenue needed to help pay for the services the residents receive. This billing is done by the Town's Finance Department.

The billing will collect about \$363,979 from this process which will be used to pay for the cost of solid waste services. The Town budgets at 96% of the estimated revenue of \$379,144.48. The rate is recommended to increase from \$318.67 per year to \$331.42 per year, a 4% increase. This increase would amount to \$1.06 per month.

This resolution will set the place, date, and time of the public hearing on the final assessment resolution. This notice will be placed on the property tax bill and a newspaper display ad will also be published. The final hearing is scheduled for September 13th. Once approved, the assessment roll will be given to the property appraiser and tax collector for billing and collection on the property tax bills that typically are mailed out in November. Property owners that fail to pay any part of their property tax bill, including this assessment, could lose title to their property.

[Preliminary Rate Resolution For Solid Waste Assessments 2022.DOC](#)



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**TOWN OF SURFSIDE, FLORIDA**

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**PRELIMINARY RATE RESOLUTION  
FOR SOLID WASTE MANAGEMENT SERVICES**

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**ADOPTED July 12, 2022**

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

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission (the "Commission") of the Town of Surfside, Florida (the "Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), which authorizes the annual reimposition of annual Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services for Residential Property and certain Assessed Property within the Town; and

**WHEREAS**, the imposition of a Solid Waste Service Assessment for Solid Waste collection, disposal and recycling services for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

**WHEREAS**, the Commission desires to reimpose an annual Solid Waste Service Assessment for collection, disposal and recycling services, through an assessment program within the Town, using the tax bill collection method for the Fiscal Year beginning on October 1, 2022.

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

**SECTION 1. AUTHORITY.** This Resolution is adopted pursuant to the provisions of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 2. PURPOSE AND DEFINITIONS.** This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

**SECTION 3. PROVISION AND FUNDING OF SOLID WASTE SERVICES.**

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services against Assessed Property located within the Town, the Town shall provide Solid Waste collection, disposal and recycling services to such Assessed Property.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Town's provision of Solid Waste

Management Services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

**SECTION 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated herein by reference.

**SECTION 5. ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENT RATE.**

(A) For the Fiscal Year beginning October 1, 2022, for which Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services are to be reimposed, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon the methodology and procedures set forth in the Ordinance. The total Solid Waste Cost for the Fiscal Year beginning October 1, 2022 is estimated to be \$379,144. Accordingly, a rate of assessment equal to \$331.42 for each of the 1,144 current number of Dwelling Units for solid waste management services, including collection, disposal and recycling services is hereby approved for the Fiscal Year beginning October 1, 2022.

(B) In accordance with Section 2.08 of the Ordinance, a maximum assessment rate of \$400.00 per Dwelling Unit for solid waste collection, disposal and recycling services was approved for the Fiscal Year beginning October 1, 2019, and future fiscal years.

(C) The Town Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2022 in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Town conforming to the description contained on the Tax Roll, (2) the name and address of the Owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment attributable to each Dwelling Unit for Solid Waste collection, disposal and recycling services.

(D) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll is maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer database available to the public.

(E) The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(F) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services is a fair and reasonable method of apportioning the Solid Waste Cost therefore among parcels of Assessed Property.

**SECTION 6. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 7:00 p.m. on September 13, 2022, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the reimposition of such Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services for the Fiscal Year beginning October 1, 2022 and collecting such assessments on the same bill as ad valorem taxes.

**SECTION 7. NOTICE BY PUBLICATION.** The Town Manager shall publish a notice, as required by Section 2.04 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published no later than August 24, 2022 in a newspaper generally circulated in Miami-Dade County.

**SECTION 8. NOTICE BY MAIL.** The Town Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property which has been reclassified or issued a new Certificate of Occupancy (C.O.) pursuant to a building permit for a Dwelling Unit that was not included on the Assessment Roll approved for the prior fiscal year, and in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 24, 2022.

**SECTION 9. EFFECTIVE DATE.** This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

**PASSED, ADOPTED AND APPROVED THIS 12<sup>th</sup> day of July, 2022.**

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

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

FINAL VOTE ON ADOPTION

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

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

Commissioner Nelly Velasquez \_\_\_\_\_

Vice Mayor Jeff Rose \_\_\_\_\_

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

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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

## **APPENDIX A**

### **FORM OF NOTICE TO BE PUBLISHED**

#### **To Be Published by August 24, 2022 NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS**

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2022, against certain improved residential properties located within the incorporated area of the Town, to fund the cost of solid waste collection, disposal and recycling services provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 7:00 p.m. on September 13, 2022, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least 7 days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Town of Surfside for the upcoming fiscal year is estimated to be \$379,144. The rate of assessment for the upcoming fiscal year shall be \$331.42 per Dwelling Unit. The



maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2019 and future fiscal years shall be \$400.00 per Dwelling Unit. Copies of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

If you have any questions, please contact the Town at (305) 861-4863, Ext. 226, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

**TOWN COMMISSION OF  
TOWN OF SURFSIDE, FLORIDA**

**APPENDIX B**

**FORM OF NOTICE TO BE MAILED**

**\* \* \* \* \* NOTICE TO PROPERTY OWNER \* \* \* \* \***

**Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154**

TOWN OF SURFSIDE, FLORIDA  
NOTICE OF HEARING TO IMPOSE AND  
PROVIDE FOR COLLECTION OF NON-AD  
VALOREM ASSESSMENTS

NOTICE DATE: August \_\_, 2022

**Owner  
Address  
City, State Zip**

*Sequence #  
Tax Parcel #  
Legal Description:*

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As required by section 197.3632, Florida Statutes, and the direction of the Town Commission, notice is given by Town of Surfside, Florida, that annual assessments for solid waste services using the tax bill collection method, may be reimposed and levied on your property. The use of an annual special assessment to fund solid waste services benefiting improved property located within the Town of Surfside, Florida, in the past has proven to be fair, efficient and effective. The total annual solid waste assessment revenue to be collected within the Town of Surfside, Florida is estimated to be \$\_\_\_\_\_. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property.

The following is a summary of the non-ad valorem special assessments being reimposed on the above parcel for the fiscal year beginning October 1, 2022.

The above parcel is subject to the solid waste service assessment:

The total number of residential dwelling units on the above parcel is \_\_\_\_\_.

The annual solid waste service assessment for the above parcel is \$ \_\_\_\_\_ (\$331.42 for each residential dwelling unit) for fiscal year commencing October 1, 2022.

The maximum annual solid waste service assessment for the above parcel is \$ \_\_\_\_\_ (\$400.00 for each residential dwelling unit) for the Town's fiscal year commencing October 1, 2019, and each fiscal year thereafter.

A public hearing will be held at 7:00 p.m. on September \_\_, 2022, Town of Surfside, Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All owners of improved property within the Town were mailed individual notices similar to this one when the assessments were first imposed. Subsequently, only owners of reclassified property which resulted in an increased assessment, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Town Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the legal documentation for the assessment program are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

The special assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Town Finance Department at (305) 861-4863, Monday through Friday between 8:00 a.m. and 5:00 p.m.



## MEMORANDUM

ITEM NO. 5B.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Town Manager, Andrew Hyatt  
**Date:** July 12, 2022  
**Subject:** **Solid Waste Commercial Rate Adjustment**

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Town Administration recommends approval of the adjustments for Commercial Solid Waste rates.

The Town provides solid waste collection services to commercial customers up to six days a week with differing pick up schedules based on the needs for each business. Per Town Code, "Commercial" includes residential buildings with over 4 units. The Commercial Solid Waste rates have not been adjusted since 2015 when a rate of \$24.80 per cubic yard was set. In 2018, the Town contracted with Bell & Associates, an independent consultant, to conduct a rate study for residential and commercial solid waste. The rate study recommended a new commercial rate structure based on cubic yards of solid waste picked up and disposed at a rate of \$27.27 per cubic yard. The rate study recommendation was never implemented. Over the last 8 years since the rates were last adjusted, fuel, landfill disposal fees, and labor costs have continued to increase.

As detailed in the new FY 2023-2027 Five-Year Financial Forecast presented to Commission at the May 2022 Commission meeting, the Solid Waste Fund has a financial deficit concern. See below the Finding from the FY 2023-2027 Five-Year Financial Forecast:

- **Solid Waste Fund**
  - *At current rates the fund's expenses are projected to exceed revenues over the forecasted five years. Deficits are largely tied to projected user fees remaining unchanged and annual operating costs gradually increasing. A process for implementing consistent rate increases over time to align revenues with the cost of services and to establish a healthy reserve is recommended.*

Current commercial rate structure is \$24.80 per cubic yard. The new recommended rate is proposed at \$25.80 per cubic yard, a 4% rate increase. The proposed adjustment in commercial rates is projected to generate an additional \$52,382 per year in solid waste revenues.

New rates would be effective October 1, 2022.

Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates.doc

NEW RATE STRUCTURE FOR COMMERCIAL SOLID WASTE REMOVAL- FY23.docx

**RESOLUTION 2022- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING AN INCREASE IN COMMERCIAL SOLID WASTE RATES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) provides solid waste collection services to commercial customers up to six days a week with differing pick-up schedules based on the needs of each commercial property or business; and

**WHEREAS**, commercial customers include businesses and residential buildings with over four units; and

**WHEREAS**, commercial solid waste rates have not been adjusted since 2015 when a rate of \$24.80 per cubic yard was set; and

**WHEREAS**, in 2018, the Town contracted with Bell & Associates, an independent consultant, to conduct a rate study for residential and commercial solid waste, and the rate study recommended a new commercial rate structure based on cubic yards of solid waste picked up and disposed of at a rate of \$27.27 per cubic yard, which rate study recommendation was never implemented despite increases over the last eight years of fuel, landfill disposal fees and labor costs; and

**WHEREAS**, it is necessary for the Town to increase its solid waste rates for commercial customers effective October 1, 2022 from \$24.80 per cubic yard to \$25.80 per cubic yard, a 4% increase, as set forth in Attachment “A” attached hereto; and

**WHEREAS**, the Town Commission finds that the increase in commercial solid waste rates is in the best interest and welfare of the Town.

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

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

**Section 2. Increase in Commercial Solid Waste Rates Approved and Adopted**

Effective October 1, 2022, solid waste rates for commercial customers shall be increased from \$24.80 per cubic yard to \$25.80 per cubic yard, a 4% increase, as set forth in Attachment “A” attached hereto,

**Section 3. Implementation.**

That the Town Manager and Town Officials are hereby authorized to take any and all action which is necessary to implement the increase in commercial solid waste rates and the purposes of this Resolution.

**Section 4. Effective Date.**

This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	_____
Commissioner Marianne Meiseheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeff Rose	_____
Mayor Shlomo Danzinger	_____

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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

**Commercial Solid Waste Rate Schedule**

**2 cubic yard rate (\$24.80) per yard**

~~2cy picked up 1 time per week \$215 per month /\$2,580 per year  
2cy picked up 2 times per week \$430 per month/\$5,160 per year  
2cy picked up 3 times per week \$645 per month/\$7,740 per year  
2cy picked up 4 times per week \$860 per month/\$10,320 per year  
2cy picked up 5 times per week \$1,075 per month/\$12,900 per year  
2cy picked up 6 times per week \$1,290 per month /\$15,480 per year~~

**2 cubic yard rate (\$25.80) per yard (4% increase)**

2cy picked up 1 time per week \$223.60 per month /\$2,683.20 per year  
2cy picked up 2 times per week \$447.20 per month/\$5,366.40 per year  
2cy picked up 3 times per week \$670.80 per month/\$8,049.60 per year  
2cy picked up 4 times per week \$894.40 per month/\$10,732.80 per year  
2cy picked up 5 times per week \$1,118 per month/\$13,416.00 per year  
2cy picked up 6 times per week \$1,341.60 per month /\$16,099.20 per year

**3 cubic yard rate (\$24.80) per yard**

~~3cy picked up 1 time per week \$325 per month/\$3,900 per year  
3cy picked up 2 times per week \$650 per month/\$7,800 per year  
3cy picked up 3 times per week \$975 per month/\$11,700 per year  
3cy picked up 4 times per week \$1,300 per month /\$15,600 per year  
3cy picked up 5 times per week \$1,625 per month/\$19,500 per year  
3cy picked up 6 times per week \$1,950 per month /\$23,400 per year~~

**3 cubic yard rate (\$25.80) per yard (4% increase)**

3cy picked up 1 time per week \$335.40 per month/\$4,024.80 per year  
3cy picked up 2 times per week \$670.08 per month/\$8,049.60 per year  
3cy picked up 3 times per week \$1,006.20 per month/\$12,074.40 per year  
3cy picked up 4 times per week \$1,341.60 per month /\$16,099.20 per year  
3cy picked up 5 times per week \$1,677.00 per month/\$20,124.00 per year  
3cy picked up 6 times per week \$2,012.40 per month /\$24,148.80 per year

Any fee under this Schedule which shall be due and remain unpaid for a period of 30 days beyond the due date shall become delinquent. All delinquent fees shall bear a penalty of ten percent for the first 30 days, and an additional penalty of one percent for each month



thereafter. In addition, all delinquent fees shall constitute a lien against the premises, which shall become effective and binding as such lien from the date upon which the delinquency is created.



## MEMORANDUM

ITEM NO. 5C.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **Champlain Towers South Collapse Investigation - Additional Authorization to Expend**

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Town Administration recommends approval of the attached resolution which authorizes the expenditure of funds for KCE Engineering to perform additional services related to the of the Champlain Towers South Collapse Investigation for an additional \$850,000 for a total committed amount up to \$2,650,000.

In the wake of the Champlain Towers South Collapse, the Town engaged with KCE Structural Engineers, P.C. under an emergency order approved by the Town Commission on June 25, 2021 to initially perform engineering analysis to support the search and rescue efforts at Champlain Towers South (CTS) and protect the public safety from a potential collapse of the remaining structure. Later additional tasks were added to review and perform limited structural inspections of the exposed and visible conditions at some requested buildings and an engineering analysis to determine the cause of the CTS collapse. The initial estimate for the investigative report was \$2,500,000.

At the August 2021 Commission meeting, KCE Engineering discussed the steps of the investigation which were broken into two sections 1) modeling with non-invasive testing and 2) in-depth destructive testing. As the Town did not have access to the site at the time, the Town Commission authorized an expenditure of up to \$750,000 for step 1. As the Town was able to gain access to the CTS site, the next step to continue the investigation, Town Administration requested approval to expend up to \$1,800,000 to perform the in-depth destructive testing.

As the work onsite continues, KCE Engineering is getting close to fully expending the current authorization. KCE is requesting an additional \$850,000 which would bring the total request to \$2,650,000. Please see attached memorandum #37R1 from KCE Engineering.

[Champlain Towers South Collapse Memo - CTS Supplemental service fee request.pdf](#)

[Reso Authorizing Expenditure to KCE Structural - CTS Investigation.docx](#)



# KCE STRUCTURAL ENGINEERS, P.C.

CONSULTING ENGINEERS • 1818 JEFFERSON PLACE, N.W. • WASHINGTON, D.C. 20036

PHONE: 202-833-8622

[WWW.KCESTRUCTURAL.COM](http://WWW.KCESTRUCTURAL.COM)

FAX: 202-833-3877

## Memo #37R1

**Date:** June 27, 2022 (revised on June 29, 2022)  
**To:** Jason D. Greene/Surfside Assistant Town Manager & Chief Financial Officer  
Andrew Hyatt /Surfside Manager  
**From:** Allyn E. Kilsheimer, PE  
**RE:** Champlain Tower South (8777 Collins Ave) Collapse KCE Job No. 2021-11  
Supplemental service fee request

In accordance with your request on June 7 and pursuant to our T&M agreement dated June 25, 2021 (revised per your request on June 27, 2021, July 19, 2021, and July 29, 2021, to include a budget fee).

Our original budget projection provided to you on July 29, 2021, ("Projected Estimated SWAG Charges Beyond 7/23/2021" i.e., the beginning of task 2 for the KCE Independent Structural Engineering Causation Report Champlain Towers South Collapse) was:

- o \$2,075,000
- o plus \$240,000 reimbursable expenses

None of which included Town payment for services to others.

As you know our fee for this project is substantially reduced from our standard billing rates for events such as this as well as our reimbursable expenses.

We have been advised Council has previously approved \$1,800,000 en total.

### In summary:

The total KCE billing through 5/29/2022 for task 2 has been:

#### **I-A.**

\$850,297.90:

- KCE fee \$610,568.60
- MRCE (Geotech) \$74,373.21
- Vika (Lidar and drone survey) \$98,982.85
- ECS (testing) \$4,945.00
- E&I Consultants (testing) \$13,397.50
- Rimkus (testing) \$41,168.24
- Ritzel-Mason, Inc.(survey) \$1,450.00
- Industrial Divers Corp. (Divers) \$3,607.50
- Pillsbury (legal) \$1,805.00.

#### **I-B.**

\$48,904.33 reimbursable expense (after applying a credit of \$5,000.00 Professional Discount to Town by KCE for hotel paid by KCE out of pocket):

- Per diem (daily) \$10,098.14
- Plane tickets \$16,145.21



MEMBER

Professional Registrations: AZ, DE, DC, FL, GA, IN, LA, MD, MA, NJ, NY, NC, PA, TN, TX, VT, VA, WV, NCEES



- Hotel \$9,681.14 (AEK Grand Beach & Airport Marriott all required to made by KCE due to communication and travel delay issues)
- ABC Imaging (printing) \$5,950.43
- Singh Car Service \$2,660.00
- UBER \$5,260.32
- Office supplies \$3,087.33
- UPS (sending samples to test) \$1,021.76 – thru 5/29

**I-C.**

And we understand Town has paid following expenses directly to other consultants through 5/22/2022:

- \$18,150.00
  - GPRS \$18,150.00
  - ~~RCC \$57,500.00~~ not to be charged against KCE as this was to be shared by all experts for October keep dry for non-destructive visit
- \$45,437.00 reimbursable expenses:
  - Hotels (thru 3/31/2022): \$42,687.00
  - Videography \$2,750.00

The Town Share of sampling and testing by Geosyntec was not to be part of our quoted budgeted fee.

Total billed by KCE through 5/29/2022 is \$899,202.23 and total paid by Town to others through 5/22/2022 is \$63,587.00 (NIC RCC \$57,500 September/October keeping site dry for joint non-destructive protocol the cost which was to be shared among plaintiffs/defendants.) brings total billed against task 2 to \$962,789.23 through 5/29/2022 that leaves balance of \$837,210.77 from the “approved” \$1,800,000 budget (fee plus reimbursable expenses).

**II. June Invoice**

We estimate our June invoice (5/30/22 to 7/3/22) which includes what we have done in month of June so far on pile testing & inspection will be:

- KCE: \$40,000
  - NDT Corporation estimate \$26,000 PIT testing + \$750 KCE fee on reimbursables
  - MRCE estimate \$5,000 + \$100 KCE fee on reimbursables
  - Reliable Concrete taking Cores thru piles and pile caps estimated \$220,000 + \$7,500 KCE fee on reimbursables
  - ECS – Cores/Pile/Caps (8) estimate \$2,000 + \$100 KCE fee on reimbursables
  - American Petrographic - PECTO/Pile/Caps (2) estimate \$2,000 + \$100 KCE fee on reimbursables
  - VIKA Virginia LLC \$698 + \$50 KCE fee on reimbursables
  - Flights estimate \$3,000 + \$100 KCE fee on reimbursables (two round trips)
  - Uber estimate \$600 + \$50 KCE fee on reimbursables (two round trips)
  - UPS estimate \$666 + \$50 KCE fee on reimbursables
  - Per estimate Diem \$1,400 (21days)
- Total additional estimated for month of June: \$310,00.00

Also on June 21, 2022 we were notified by Town that they paid \$48,238.63 for April and May Hotel plus \$3,368.00 6/1 to 6/4 to Residence Inn for hotel: \$51,606.63

Plus we estimate additional hotel for June 5<sup>th</sup> to June 22<sup>nd</sup> when I moved out: \$14,000.00

**Total through end of June:**

Therefore, estimated total billing and Town payments through end of June is \$1,338,395.86 which leaves a remaining balance of \$461,604.14 from the "approved" \$1,800,000 budget

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**III. July**

We estimate in July:

- KCE fee: \$45,000.00
- As an allowance the pile load testing and seismic monitoring to be performed in July will be: \$300,000.00 + \$7,500 KCE fee on reimbursables
- per diem, plane tickets and UBER: \$5,000 + \$250 KCE fee on reimbursables

**Total through end of July:**

Therefore, estimated total billing through end of July will be \$1,696,145.86 which leaves a total remaining balance of \$103,854.14 from the "approved" \$1,800,000 budget.

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**IV.**

Following additional expenses not yet included above as noted below that are and will be needed and are allowances:

- Sampling & testing "evidence" of NIST (allowance): \$100,000.00 + \$4,500 KCE fee on reimbursables
- Attempting to secure subpoenaed documents (allowance): \$100,000.00 + \$4,500 KCE fee on reimbursables
- MRCE \$145,000.00 + 7,500 KCE fee on reimbursables
- Per diem, plane tickets, UBER and printing estimated to be: \$5,000 + \$250 KCE fee on reimbursables
- KCE Final report completion estimated to be: \$450,000.00
- Printing final report & exhibits: \$20,000.00

We estimated total billing for Task 2 from July 24, 2021, through **IV** above will be 2,336,581.90 fee plus \$196,313.96 reimbursable expenses.

This will bring our total billing to \$261,581.90 over our July 2021 budgeted fee of \$2,075,000 and \$43,686.04 under our reimbursable expense budget of July 2021 of \$240,000. This billing summary includes what town has paid to others as noted above other than the RCC \$57,500.

We therefore request on approval of **\$735,000.00** above what the previous Council had approved and \$220,000 over our total 7/29/2021 Projected Estimated SWAG budget.

We also request additional \$115,000 contingency; this brings our total request to \$850,000.00.

Note: as per our agreement you are billed only as time / expenses are spent and unused amounts if any will not be billed.

To note this overage is due to the unexpected and unprecedented joint sampling and testing protocol performed to date of which we only were allowed limited involvement yet required full time presence for

over 4 months that caused delay to the investigative work we had planned (much of which was not done and required the new expedited process we are forced to follow due to the upcoming land sale) and the fact that to date we have not been allowed sampling and testing of NIST "held" material nor receipt of subpoenaed documents each of which are essentially critical to assist in determining the cause of collapse investigation and hopefully make the people along the coast sleep better.

YOU WILL REMEMBER THAT IS WHAT WE ALL SAID WE WOULD TRY TO DO.

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING EXPENDITURE OF FUNDS TO KCE STRUCTURAL ENGINEERS PC FOR CONTINUED ENGINEERING ANALYSIS AND DESTRUCTIVE TESTING INVESTIGATION TO DETERMINE THE CAUSE OF THE CHAMPLAIN TOWERS SOUTH (CTS) BUILDING COLLAPSE NOT TO EXCEED THE AMOUNT OF \$850,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in the early morning hours of June 24, 2021, the residential condominium building Champlain Towers South Condominium located at 8777 Collins Avenue in the Town of Surfside (“Town”) experienced an unprecedented major structural collapse of a substantial portion of the building (“CTS Building Collapse”); and

**WHEREAS**, on June 24, 2021, the Governor of Florida issued Executive Order Number 21-148 declaring a State of Emergency in Miami-Dade County due to the CTS Building Collapse in order to assist in the response and recovery of the CTS Building Collapse and the development of mitigation plans necessary to address hazards posed by the CTS Building Collapse; and

**WHEREAS**, similarly, on June 24, 2021, the Mayor of Miami-Dade County (“County”) issued a Declaration of Local State of Emergency in connection with the CTS Building Collapse in order to assist in the search and rescue operation in the Town, with subsequent extensions and emergency orders issued; and

**WHEREAS**, on June 25, 2021, in Resolution No. 2021-2802, the Town Commission, in accordance with Article VIII, “Emergency Management Procedures,” of Chapter 2 of the Town Code of Ordinances and the Florida Emergency Management Act, declared a local state of



emergency due to the threats posed and response needed in connection with the CTS Building Collapse; and

**WHEREAS**, under the Declared State of Emergency pursuant to Resolution N0. 2021-2802, the Town engaged the world-renowned structural engineering firm, KCE Structural Engineers PC (“KCE Structural”), in the aftermath of the CTS Building Collapse to perform engineering support and analysis services to support the search and rescue efforts and protect the public health safety and welfare of remaining structures; and

**WHEREAS**, at the August 10, 2021 Commission meeting, the Town Commission approved the expenditure of \$750,000.00 to KCE Structural for engineering modeling services including non-invasive testing; and

**WHEREAS**, at the November 9, 2021 Commission meeting in Resolution No. 2021-2835, the Town Commission approved the expenditure of \$750,000.00 to KCE Structural for engineering analysis to determine the cause of the Champlain Towers South (CTS) building collapse and destructive testing services, including sampling and testing of on-site and off-site materials; and

**WHEREAS**, the Town Administration is seeking additional authorization to expend an amount not to exceed \$850,000.00 to KCE Structural for continued engineering analysis, investigative efforts and destructive testing services to determine the cause of the Champlain Towers South (CTS) building collapse (the “Services”), as detailed in Memo #37R1 from KCE Structural attached hereto as Exhibit “A”; and

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

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

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

**Section 2. Approving and Authorizing Expenditure of Funds to KCE Structural.**

The Town Commission approves and authorizes the expenditure of an amount not to exceed \$850,000.00 to KCE Structural for the Services.

**Section 3. Implementation.** The Town Manager and Town Administration are authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeff Rose	_____
Mayor Shlomo Danzinger	_____

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



## MEMORANDUM

ITEM NO. 5D.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **Authorization to Proceed with Contracting and Authorize Expenditures with Engineering Pool Firm The Corradino Group for a Town-Wide Traffic Study**

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Town Administration is seeking Town Commission approval to enter into a specific project agreement with The Corradino Group for traffic engineering services per negotiated proposal dated June 17, 2022 in order to provide a comprehensive Townwide traffic study to analyze current traffic concerns and explore various mitigation alternatives. The Administration is seeking approval to expend a not to exceed total of \$204,500. The project agreement is pursuant to the Continuing Services Agreement for professional engineering services entered into on February 16, 2021 by the Town and The Corradino Group procured per RFQ No. 2020-06.

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. In order to carry out the objective, a proper evaluation of all existing conditions must be performed in order to determine cause of issues and propose mitigation alternative recommendations. As a result, the Town is seeking professional engineering services from one of the Town's pool engineering firms in order to evaluate traffic conditions with projections to year 2032.

The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study. Below are the key components of the agreed upon scope of services:

- Traffic Data Collection
  - Manual Turning Movement Counts during the morning and afternoon peak hours at key intersections

- Speed/Volume 72-hour bidirectional tube counts at the key road segment locations
- Traffic Operational Analysis
  - Intersection Capacity Analysis
  - Road Segment Link Analysis/Travel Time and Delay (along State Road A1A Collins Avenue, SR A1A Harding Avenue 96<sup>th</sup> Street)
  - Evaluation of closure of Bay Drive at 96<sup>th</sup> Street (before and after traffic counts during Town Park Improvements)
- Traffic Calming Analysis- Review of 85<sup>th</sup> percentile vehicle speeds; evaluation of Area Wide Speed Limit
- Safety Review- Most recent 5 Year Crash Analysis
- Traffic Calming Improvement Plan
- Community Outreach Meeting

The full scope of services dated June 17, 2022 is provided as an Exhibit to this agenda item. The results of the Town-wide traffic study will be provided to the Town in a technical memorandum within 15 months of issuance of Notice to Proceed (NTP). The scope of services includes interlocal coordination with Miami-Dade County. Total cost outlined in scope of services dated June 17, 2022 is \$204,500.

#### [2022 Traffic Study Scope of Services](#)

[Resolution Approving Project Agreement with Corradino Group - 2022 Townwide Traffic Study.docx](#)

[Project Agreement - Corradino Group - 2022 Townwide Traffic Study.DOCX](#)

Sent via Email to [JGreene@townofsurfsidefl.gov](mailto:JGreene@townofsurfsidefl.gov)

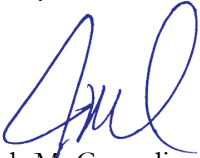
June 17, 2022

Jason D. Greene, CGFO, CFE, CPFIM  
Assistant Town Manager/Finance Director  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL. 33154

Dear Mr. Greene:

It is our understanding that the Town of Surfside has requested traffic engineering services related to the preparation of an updated Townwide Traffic Study. Enclosed please find our scope of services proposal to prepare the Townwide Traffic Study per the following specific detailed tasks. The Corradino Group appreciates this opportunity to submit this proposal to the Town of Surfside. We look forward to assisting you in providing the best traffic engineering services possible to the Town.

Sincerely,



Joseph M. Corradino, AICP  
President  
The Corradino Group, Inc.

## CONSULTING SERVICE AUTHORIZATION

### Statement of Work (SOW)

TOWN P.O. NO. \_\_\_\_\_

TOWN EXPENSE CODE \_\_\_\_\_

**TITLE:       Townwide Traffic Study Update**

#### **I.       PROJECT DESCRIPTION:**

The Consultant will provide traffic engineering services related to the preparation of an updated Townwide Traffic Study in the Town of Surfside, FL. The focus of the updated Townwide Traffic Study is to evaluate the traffic operations along key roadway corridors, evaluate the condition of existing traffic calming, recommend potential new traffic calming, confirm vehicle operating speeds along certain key roadway corridors and complete an updated crash review of the key segments and intersections within the Town of Surfside.

#### **II.       SCOPE OF SERVICES:**

##### **1.   Traffic Data Collection- Manual Turning Movement Counts**

The Consultant will collect manual turning movement counts during the AM and PM peak hour on a typical weekday at the following key intersections within the Town of Surfside.

- 96<sup>th</sup> Street and State Road A1A/Collins Avenue (signalized)
- 96<sup>th</sup> Street and State Road A1A/Harding Avenue (signalized)
- 96<sup>th</sup> Street and Abbott Avenue (unsignalized)
- 96<sup>th</sup> Street and Byron Avenue (signalized)
- 96<sup>th</sup> Street and 500 Block (signalized)
- 96<sup>th</sup> Street and Bay Drive (unsignalized)
- 95<sup>th</sup> Street and State Road A1A/Collins Avenue (signalized)
- 95<sup>th</sup> Street and State Road A1A/Harding Avenue (signalized)
- 95<sup>th</sup> Street and Abbott Avenue (unsignalized)
- 95<sup>th</sup> Street and Byron Avenue (traffic circle)
- 94<sup>th</sup> Street and State Road A1A/Collins Avenue (signalized)
- 94<sup>th</sup> Street and State Road A1A/Harding Avenue (signalized)
- 94<sup>th</sup> Street and Abbott Avenue (unsignalized)
- Bay Drive and Dickens Avenue (traffic circle)
- 93<sup>rd</sup> Street and State Road A1A/Collins Avenue (signalized)
- 93<sup>rd</sup> Street and State Road A1A/Harding Avenue (signalized)
- 93<sup>rd</sup> Street and Bay Drive/Emerson Avenue (unsignalized)
- 92<sup>nd</sup> Street and State Road A1A/Collins Avenue (unsignalized)
- 92<sup>nd</sup> Street and State Road A1A/Harding Avenue (unsignalized)
- 91<sup>st</sup> Street and State Road A1A/Harding Avenue (signalized)
- 91<sup>st</sup> Street and Abbott Avenue (unsignalized)
- 90<sup>th</sup> Street and State Road A1A/Collins Avenue (signalized)
- 90<sup>th</sup> Street and State Road A1A/Harding Avenue (unsignalized)

- 90<sup>th</sup> Street and Carlyle Avenue (unsignalized)
- 90<sup>th</sup> Street and Bay Drive (unsignalized)
- 89<sup>th</sup> Street and Hawthorne Avenue/Irving Avenue (unsignalized)
- 88<sup>th</sup> Street and State Road A1A/Collins Avenue (signalized)
- 88<sup>th</sup> Street and State Road A1A/Harding Avenue (signalized)
- 88<sup>th</sup> Street and Byron Avenue (unsignalized)
- 88<sup>th</sup> Street and Abbott Avenue (traffic circle)

Additional manual turning movement counts previously collected at the 91<sup>st</sup> Street and State Road A1A/Collins Avenue will be utilized in the traffic analysis.

The following intersections will have peak hour manual turning movement counts collected a second time during the construction of the Surfside Park Improvements located along Bay Drive just south of 96<sup>th</sup> Street. The peak hour manual turning movement counts will be collected with Bay Drive closed at 96<sup>th</sup> Street.

- 96<sup>th</sup> Street and Abbott Avenue (unsignalized)
- 96<sup>th</sup> Street and Byron Avenue (signalized)

## 2. **Traffic Data Collection- 72 Hour bi-directional volume/speed tube counts**

The Consultant will collect continuous bidirectional volume/speed tube counts at the following road segment locations for a period of 72 hours:

- Bay Drive between 96<sup>th</sup> Street and 95<sup>th</sup> Street
- Byron Avenue between 95<sup>th</sup> Street and 94<sup>th</sup> Street
- Carlyle Avenue between 94<sup>th</sup> Street and 93<sup>rd</sup> Street
- Abbott Avenue between 93<sup>rd</sup> Street and 92<sup>nd</sup> Street
- 94<sup>th</sup> Street between Carlyle Avenue and Byron Avenue
- 93<sup>rd</sup> Street between Carlyle Avenue and Byron Avenue
- 92<sup>nd</sup> Street between Dickens Avenue and Carlyle Avenue
- 91<sup>st</sup> Street between Carlyle Avenue and Byron Avenue
- 90<sup>th</sup> Street between Carlyle Avenue and Byron Avenue
- Emerson Avenue between 91<sup>st</sup> Street and 90<sup>th</sup> Street
- 89<sup>th</sup> Street between Carlyle Avenue and Byron Avenue
- Byron Avenue between 88<sup>th</sup> Street and 86<sup>th</sup> Street
- State Road A1A/Collins Avenue between 91<sup>st</sup> Street and 92<sup>nd</sup> Street
- State Road A1A/Collins Avenue between 91<sup>st</sup> Street and 92<sup>nd</sup> Street
- State Road A1A/Collins Avenue between 87<sup>th</sup> Terrace and 88<sup>th</sup> Street

Additional 72-hour bidirectional volume/speed tube counts previously collected along 88<sup>th</sup> Street between Hawthorne Avenue and Carlyle Avenue will be utilized in the traffic analysis.



### **3. Traffic Operational Analysis- Intersections and Road Segments**

The Consultant will perform an Intersection capacity analysis for the subject intersections using software based on the Highway Capacity Manual (HCM) methodology. The analysis will be performed for morning and afternoon peak hour conditions using Synchro 11 software. The analysis scenarios will include the existing year (2022) the future 10-year planning horizon year (2032). The Consultant will also evaluate each intersection to determine if traffic signal timing modifications at the signalized intersections will improve traffic operations in the existing and future conditions scenarios.

The Consultant will perform a travel time and delay analysis along the following three road segments:

- 96<sup>th</sup> Street between 500 Block and State Road A1A/Collins Avenue
- State Road A1A/Collins Avenue between 88<sup>th</sup> Street and 96<sup>th</sup> Street
- State Road A1A/Harding Avenue between 96<sup>th</sup> Street and 88<sup>th</sup> Street

Synchro 11 software will be utilized to calculate the travel time and delay for these three roadway segments.

### **4. Traffic Calming Analysis- Speed Evaluation and Context Classification**

The Consultant will take the 72-hour speed volume tube counts and evaluate the vehicle operating speeds along each roadway segment. The 50<sup>th</sup> percentile and 85<sup>th</sup> percentile speeds will be determined based on the average of three days of traffic data. The results will be reviewed against the current posted speed limit and the criteria included in the following documents:

- FDOT Speed Zoning for Highways, Roads and Streets in Florida Manual
- The United States Department of Transportation (USDOT)/Federal Highway Administration (FHWA) “Methods and Practice for Setting Speed Limits: An Informational Report”

The Consultant will also evaluate the Context Classification of the residential streets. Criteria from the FDOT Context Classification Guide will be evaluated against the vehicle operating speeds along each roadway segment.

The Consultant will recommend an area wide speed limit in the residential area west of State Road A1A/Harding Avenue based on the traffic data collection and context classification review.

### **5. Safety Review- 5 Year Crash Analysis**

The Consultant will research the most recent five-year crash history at the key intersections and roadway segments using Signal Four Analytics. Signal Four Analytics will be used to determine the number of crashes that have occurred on the approaches to the subject intersection. Corradino traffic engineers will determine if there is a predominant crash pattern from the researched crash data. The Consultant will provide crash summary and heat map from Signal Four Analytics which documents the locations of each of the identified crashes within the most recent 5-year period.

**6. Traffic Calming Improvement Plan**

The Consultant will evaluate the existing traffic calming measures installed in the Town of Surfside. To appropriately justify traffic calming, a traffic volume threshold and one of the six other criteria must be met (according to the Miami Dade County Street Closure and Traffic Flow Modification Manual). The analysis of the data will be used to justify devices.

Must meet the first criteria and at least one of the remaining criteria in order for the Public Works Department to consider traffic calming measures:		
Criterion	Residential Local Streets	Residential Collector Streets
Minimum Traffic Volume	>1,500 VPD <3000***	>3,000 VPD <8,000***
	>150 VPH <300***	>300 VPH <800
85th Percentile Speed+	10 MPH> Speed Limit	10 MPH> Speed Limit
Correctable Accidents per year	>3 per year	>6 per year
Cut Through Traffic during the a.m. or p.m. peak hour	>25%	>50%
Pedestrian Crossing Volume during the a.m. or p.m. peak hour	>25	>50
Concurrence from affected residents/property owners.*	2/3 of returned ballots**	2/3 of returned ballots **

The Consultant will provide a summary of the criteria that are met for the existing traffic calming devices and/or justification for new traffic calming devices. The Consultant will prepare conceptual traffic calming improvement exhibits for typical traffic calming infrastructure improvements. These typical traffic calming exhibits will be limited to 4 traffic calming infrastructure improvements using aerial imagery as an exhibit base. The Consultant will review traffic operational and safety conditions and evaluate potential multimodal improvements along the 91<sup>st</sup> Street roadway corridor. The Consultant will review the existing available right-of-way and determine if complete streets improvements can be implemented within the existing edge of pavement to edge of pavement roadway typical section.

**7. Community Outreach Meeting**

The Consultant will attend one project community outreach meeting with neighborhood residents and key stakeholders to provide the residents an opportunity to identify the existing traffic issues within the study area, and to provide feedback regarding the existing and potential future traffic calming infrastructure. A brief presentation will be delivered to explain the project intent, summary of the preliminary traffic data collection and discussion of the overall process.

**8. Traffic Study Technical Memorandum**

The Consultant will summarize the traffic data collection, traffic operational analysis, traffic calming analysis, safety review and traffic calming improvement plan in a traffic calming technical memorandum that will be signed and sealed by a Florida registered professional engineer. The technical memorandum will utilize tables, figures and exhibits where needed.

**9. Intergovernmental Coordination and Meeting Attendance**

The Townwide Traffic Study will be submitted to the Town of Surfside and Miami Dade County DTPW for review and approval. The Consultant will update the technical memorandum based on the initial comprehensive set of review comments. This scope of services includes the initial traffic analysis and technical memorandum submittal plus one revision based on a set of comprehensive traffic review comments by the Town and Miami Dade County DTPW. Any additional revisions will be performed as part of an additional service agreement. This scope of services includes up to five meetings between Corradino, the Town of Surfside and Miami Dade County DTPW to discuss the methodology and results of the traffic analysis as outlined in the technical memorandum. If additional meeting attendance is required, an additional service will be provided.

The following are additional basis of scope for this task work order authorization.

- Note: This scope of services does not include preparation of design plans or permitting of intersection or road segment traffic calming improvements. All design related services such as roadway design, civil engineering design, structural engineering, surveying, geotechnical, utility coordination, landscape architecture and other related services are not included. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.
- Note: This scope of services does not include preparation of additional traffic analysis not included within this scope of services as requested by Miami Dade County DTPW or FDOT. These services can be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services does not include collecting pedestrian and bicycle traffic counts beyond what was collected as part of the manual turning movement counts.
- Note: This scope of services does not include updating the Town's Sign Inventory. The new updated traffic control sign inventory will be provided to the Consultant by the Town of Surfside for use in the completion of the Traffic Calming Improvement Plan and Traffic Study Technical Memorandum.
- Note: The Town of Surfside will prepare the Community Outreach Meeting flyer and distribute through the typical communication methods to the Town residents and business owners. This scope of services assumes that this meeting will be held in Town Commission chambers or at the Community Center.
- Note: The Town of Surfside will provide a copy of all project documentation including any interlocal agreements related to the 91<sup>st</sup> Street Beautification project for use in this task work order.

**III. BUDGET:**

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for an initial lump sum budget of **\$204,500.00**.

**IV. ANTICIPATED SCHEDULE:**

The Corradino Group, Inc. will complete the task work order scope of services within **15 months** from the issuance of a Notice to Proceed by the Town of Surfside. This time of performance is contingent on getting the required information as previously noted.

**V. ACCEPTANCE OF PROPOSAL**

**Townwide Traffic Study Update**

Approved by:

**TOWN OF SURFSIDE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Jason D. Greene, Interim Town Manager**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**THE CORRADINO GROUP, INC.**

Date: June 20, 2022

By: \_\_\_\_\_  
**Joseph M. Corradino, President**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE TRAFFIC ENGINEERING SERVICES FOR THE 2022 TOWNWIDE TRAFFIC STUDY PROJECT PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (also known as the Consultants’ Competitive Negotiation Act), the Town of Surfside (the “Town”) entered into a Continuing Services Agreement with The Corradino Group, Inc. (“Consultant”) for professional engineering services and other services executed by the parties on February 16, 2021 (the “CSA”); and

**WHEREAS**, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the “Project Agreement”), in substantially the form attached hereto as Exhibit “A,” authorizing the Consultant to perform traffic engineering services related to the preparation of an updated 2022 Townwide Traffic Study, which was last updated in 2012 (the “Services”); and

**WHEREAS**, the Consultant’s Proposal attached hereto as Exhibit “B,” provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$204,500.00; and

**WHEREAS**, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit “A,” and the Consultant’s Proposal, attached hereto as Exhibit “B,” and authorize the expenditure of such funds; and

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

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

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

**Section 2. Approval of Project Agreement and Proposal.** The Project Agreement, attached hereto as Exhibit “A,” and the Consultant’s Proposal attached hereto as Exhibit “B”, are hereby approved in substantially the forms attached hereto, subject to final approval as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 3. Authorization; Expenditure of Funds.** Pursuant to the CSA, the Town Manager is hereby authorized to enter into a Project Agreement, in substantially the form attached hereto as Exhibit “A,” for the Services consistent with the Consultant’s Proposal attached hereto as Exhibit “B,” in an amount not to exceed \$204,500.00.

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

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

**ATTEST:**

---

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE TOWN OF SURFSIDE ONLY:**

---

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

# **PROJECT AGREEMENT**

Between

**TOWN OF SURFSIDE, FL**

And

**THE CORRADINO GROUP, INC.**

Project Name: 2022 Townwide Traffic Study



## PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

THE CORRADINO GROUP, INC.

Project Name: 2022 Townwide Traffic Study

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **THE CORRADINO GROUP, INC.**, (hereinafter referred to as “Consultant”) dated February 16, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and authorizes the Consultant to provide the services as set forth below:

### SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services for the preparation of the 2022 Townwide Traffic Study for the Town (the “Services”), as further outlined in Exhibit “1” attached hereto.

1.1 The Town may request changes that would increase, decrease, or otherwise modify the scope of services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

### SECTION 2. DELIVERABLES

2.1 The Consultant shall prepare and provide the Town with the 2022 Townwide Traffic Study, which shall be approved by the Town Manager.

### SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date and continuously perform services to the Town, without interruption. The final study shall be completed and submitted to the Town within 450 days (15 months) of the Notice to Proceed.

3.4 All limitations of time set forth in this Agreement are of the essence.

#### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "B," "Consultant's Fees/Hourly Billing Rates," of the Continuing Services Agreement for Professional Engineering Services. Consultant shall be paid based on hours of service provided to a maximum not to exceed amount of \$204,500.00.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations (requires prior written approval), long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

#### SECTION 5. BILLING AND PAYMENTS

##### 5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. Not applicable.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

## SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

**TOWN:**

ATTEST:

**TOWN OF SURFSIDE, FLORIDA**, a  
Florida Municipal Corporation

\_\_\_\_\_  
TOWN CLERK

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
TOWN ATTORNEY

**CONSULTANT:**

**THE CORRADINO GROUP, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit “1”**

(Attach the Scope of Services Proposal from The Corradino Group, Inc.)



## MEMORANDUM

ITEM NO. 5E.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** July 12, 2022  
**Subject:** **FY 2022 Budget Amendment Resolution No. 7**

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Town Administration recommends approval of the budget amendment.

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2022 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2022 actual revenues and expenditures and recommends a change to the FY 2022 Annual Budget is as follows:

### **GENERAL FUND (Attachment A)**

The General Fund is being amended to for Champlain Towers South (CTS) related needs:

1. Appropriate \$850,000 of Fund Balance for engineering services for testing.

### **MUNICIPAL TRANSPORTATION FUND (Attachment A)**

The Municipal Transportation Fund is being amended to:

1. Appropriate \$204,500 of Fund Balance for a town-wide traffic study.

### **BUILDING FUND (Attachment A)**

The Building Fund is being amended to:

1. Increase building permit revenues by \$360,000 for revenues received through June

2022.

[FY2022 Budget Amendment No. 7.pdf](#)

[Resolution Approving Budget Amendment No 7 for FY 2022 TA v1.DOCX](#)

**TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A**

Fiscal Year            2021/2022  
 BA No.                 7  
 Fund Nos.            001 General Fund  
                           107 Municipal Transportation Fund  
                           150 Building Fund

7/12/2022

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>REVENUES</b>						
001-511-392-00-00	Appropriated Fund Balance	Appropriate for Champlain Towers South testing.	\$5,804,499	\$850,000		\$6,654,499
<b>TOTAL</b>	<b>GENERAL FUND REVENUES</b>			<b>\$850,000</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
001-6700-525-31-15	Professional Services-Engineering Services	Champlain Towers South - engineering services testing.	\$1,614,507	\$850,000		\$2,464,507
<b>TOTAL</b>	<b>GENERAL FUND EXPENDITURES</b>			<b>\$850,000</b>	<b>\$0</b>	

<b>MUNICIPAL TRANSPORTATION FUND</b>						
<b>REVENUES</b>						
107-549-392-00-00	Appropriated Fund Balance	Appropriate funds for town-wide traffic study.	\$ 76,652	\$ 204,500		\$ 281,152
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND REVENUES</b>			<b>\$ 204,500</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>						
107-8500-549-31-10	Professional Services	Town-wide traffic study.	\$ 107,052	\$ 204,500		\$ 311,552
<b>TOTAL</b>	<b>MUNICIPAL TRANSPORTATION FUND EXPENDITURES</b>			<b>\$ 204,500</b>	<b>\$ -</b>	

<b>BUILDING FUND</b>						
<b>REVENUES</b>						
150-524-322-10-00	Building Permits	Increase in building permit revenues received	\$ 350,000	\$ 360,000		\$ 710,000
150-524-392-00-00	Appropriated Fund Balance	through June 2022.	\$ 1,253,631		\$ 360,000	\$ 893,631
<b>TOTAL</b>	<b>BUILDING FUND REVENUES</b>			<b>\$ 360,000</b>	<b>\$ 360,000</b>	



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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 30, 2021, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2021- 2820 approving the budget for Fiscal Year 2022 and establishing revenues and appropriations for the Town; and

**WHEREAS**, the General Fund is being amended to appropriate \$850,000 from the Fund Balance for engineering services related to testing at the Champlain Towers South; and

**WHEREAS**, the Municipal Transportation Fund is being amended to appropriate \$204,500 of Fund Balance for a Town-wide traffic study;

**WHEREAS**, the Building Fund is being amended to increase building permit revenues by \$380,000 for revenues received through June 2022; and

**WHEREAS**, the Town Commission desires to amend the Fiscal Year 2022 budget by amending the General Fund, the Municipal Transportation Fund, and the Building Fund, all as set forth in Attachment “A” attached hereto; and

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

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

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

**Section 2. Approving Amended Budget; Budget Amendment No. 7.** The Town Commission approves the 2022 fiscal year budget amendment provided for in Attachment “A” attached hereto.

**Section 3. Implementation.** The Town Manager and/or his designee are directed to take any and all action necessary to accomplish this Budget amendment and the purposes of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of July, 2022.

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

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

**FINAL VOTE ON ADOPTION:**

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

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

Commissioner Nelly Velasquez \_\_\_\_\_

Vice Mayor Jeff Rose \_\_\_\_\_

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

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

Attest:

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

Approved as to Form and Legal Sufficiency:

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



## TOWN MANAGER'S REPORT

JULY 12, 2022

### I. TOWN DEPARTMENTS

#### Building Department

**A.** The increase in commercial construction, with four new beachfront condominiums either under construction or filing for Site Plan review and approval, continues to keep the building department busy. Eden South, LLC, located across from Town Hall and occupying the entire half block up to 94<sup>th</sup> Street, is expected to receive its foundation only permit within the next 30 days to begin the previously approved Site Plan/construction in early fall of this year. Other commercial construction activity includes preparations to demolish the existing Regent Palace condominium. These significant commercial projects total over \$416,000,000.00 in combined construction value. When our brisk residential construction is added in, the total approaches nearly half a billion dollars of construction to be administered by the Building Department and built in the next two years.

**B.** Building Department Permit and Inspection numbers (as of June 24<sup>th</sup> business day) continue to show solid growth as follows: Building Permits issued: 115; Inspections performed: 230; Lien searches performed: 26 and TCO/COs issued: 3.

**C.** The Building Department gladly announces the adoption into law by Miami-Dade County of the acceleration of the 40 Year Building Recertification Rule. This landmark legislation accelerates the recertification period of multi-family and commercial buildings from 40 years to 30 years of age. Answering the Building Department's call for responsible change, this historic move will dramatically increase life safety in buildings throughout Miami-Dade County. This is the most significant change in building code safety in Florida since the consolidation of the Florida Building Codes 22 years ago in response to Hurricane Andrew which decimated South Florida. Following Miami-Dade County's lead, the State of Florida has also enacted statewide legislation requiring all condominiums 3 stories or more to be recertified after 30 years of age and after 25 years of age if located within 3 miles of the coastline.

**D.** The Building Department staff completed final staff software training on the Town's updated Tyler Software platform and expect to go LIVE with this new platform in

the upcoming month. With this new software we will open a customer service/contractor online (CSS) portal for online permitting, inspection requests and plans review. This will greatly increase speed and efficiency of permits issued, raise the levels of service and eliminate most lobby traffic which now takes up much of our staff's time.

### **Code Compliance Division**

**A. Code Compliance Cases:** As of June 28, 2022, the total number of active, open cases being managed is 186. Of these cases, 93 cases are still under investigation and are working towards compliance; 12 cases are on-hold; 12 cases are in the Special Master hearing queue; 7 cases are in post-hearing status; 20 code cases have been issued liens and remain unpaid; 42 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis. For the month of June, the Code Compliance staff has conducted an approximate of 141 inspections.

**B. Collected Civil Penalty Fines:** Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is corrected, the property owner is notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and potential mitigation on the fines due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 22: As of June 28, 2022, 80 cases have paid/settle for a total monetary collection of \$38,949.38.
- FY 21: 86 cases paid/settled for a total collection of \$39,464.
- FY 20: 109 cases paid/settled for a total collection of \$115,851.

**C.** The Code Compliance Division has assisted the Finance Department by conducting 32 Code lien searches for the month of May.

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

**E.** The Division presented 10 Code Compliance cases to the Special Master.

**F.** The Division assisted with preparations for June 24 Surfside Remembrance Event.

### ***Community Services & Public Communications Department***

**A.** CSPC helped coordinate the “Officer Mike” press conference alongside the team at K9s For Warriors held on Tuesday, June 21. Officer Mike was officially introduced to the media at the event which counted with the participation of many local news outlets, Elected Officials, and Town staff.

**B.** CSPC worked extensively on the June 24 Surfside Remembrance events honoring the 98 souls lost last year. All events were executed successfully; a recording of the public event is available on the Town’s YouTube channel.

**C.** The Tourist Board will be meeting this month to discuss the budget for next fiscal year. Staff expects Board Members to request additional events or increase the frequency of current events in an effort to further enhance entertainment activities.

**D.** One of Visit Surfside’s most popular event series is back, Summer Fridays. On hiatus for three years due to beach renourishment and the pandemic, this fun gathering takes place on the beach at 93<sup>rd</sup> Street from 4 to 7 p.m. This season’s dates are July 8, August 12 and September 2.

### ***Human Resources***

Human Resources continues to provide support and assistance to the Town Administration, departments and staff in relation to a variety of items/services to include:

**A. AFSCME Florida Council 79:** AFSCME and the Town held its fifth collective bargaining on May 12, 2022. Town Administration requested a shade session with the Town Commission. The date for the shade session is pending.

**B. Fraternal Order of Police (FOP):** Contract negotiation with the FOP scheduled for June 20<sup>th</sup>, 2022 was postponed at the request of the Fraternal Order of Police. The Town administration is trying to re-schedule the meeting to begin negotiations.

**C. Classification and Compensation Study:** The Town administration received the draft report from Evergreen.

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

**E. FMLA and Workers Comp:** Provided assistance to staff regarding FMLA and workers comp matter.

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

**G. Safety and Wellness Initiatives:** Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes. Collaborated with the Town's insurance agent of record to schedule and organize the employee wellness fair activities.

**H. Background/Offer/Orientation:** Conducted the background investigations, prepared offer letters and conducted initial employment orientations for new hires.

**I. Promotions:** Facilitated information and participated in discussions regarding internal opportunities for growth.

**J. Other Human Resources Functions to include:**

- Employee appreciation, recognition, and activities
- Pre-employment Background Check
- Conditional offer of employment offers (withdrawal – when applicable)
- New hire orientation
- New hire reporting – Florida Department of Revenue
- Labor statistics report – U.S. Department of Labor Statistics
- Workers' compensation
- Grievance
- Interviews
- Exit interviews
- Personnel counseling
- Retirement plan related assistance
- Recruitment / Advertising for vacancies
- Responding to candidates / acknowledge resumes received
- Verification of Employment Requests
- Personnel maintenance changes
- Insurance enrollment, changes and termination of coverage
- Public records requests related to personnel (active/inactive)
- Criminal records check – level 2 for all Parks and Recreation instructors/concession staff

***Finance Department***

Monthly Budget to Actual Summary as of May 31, 2022 – *Attachment "A"*

***Parks and Recreation Department***

Parks and Recreation continued to operate the following facilities: The 96th Street Park, the Beach Lifeguard Tower, Hawthorne Tot Lot and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue

to be adjusted month to month to maximize day light hours. Current Pool hours are from 7:00 a.m. - 8:00 p.m. for the Summer of 2022.

Parks and Recreation Staff have meet with representatives from Game Time Playgrounds on possible playground equipment, shade structure and playground surfaces for Hawthorne Tot Lot. Game Time is on the State of Florida Government Contract and would eliminate the process of a formal bid. Game Time was also consulted on possible outdoor fitness equipment. Currently, staff and Game Time are working on a possible design and time frame. It is projected that staff will have a design available for review by the Parks and Recreation Committee during its July meeting.

Parks and Recitation staff have reached out to possible beach chair and umbrella rental companies. The vendor for Miami Beach could be a possibility.

Adult Tennis programing for Summer has started and enrollment is high. Summer Camp hosted by PEAR Programs Session I has ended on 6/24/22. Session II is underway and filled. Registration for session III and IV are filled and have a waiting list.

An Agreement has been set with Miami Beach to use Normandy Isles Park for the Town's P&R Soccer Programing during the renovation of 96<sup>th</sup> street park.

P&R has contracted with Lifeguard Miami LLC to run a junior lifeguard program that will begin on July 7 and will run for 2 sessions. Staff is also working on an independent contract with Lifeguard Miami, LLC to possibly use lifeguards from their agency when needed to help supplement hours of existing Town lifeguards. This may help staffing issues during this time of lifeguard shortages.

The 96th Street Park RFP has been released and will run for 60 days. This will be the step to start the selection of a construction company to begin the construction process. The RFP was released on May 27, 2022. The final day of the add will be July 26, 2022.

On Monday, July 4, the Town of Surfside Parks and Recreation Department will host their annual 4<sup>th</sup> of July Holiday Celebration featuring live music, activities and more. The event will conclude with a beachside fireworks exhibition at 9:00 p.m.

### ***Planning Department***

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

Downtown Walkability and Design Study – Progress Report for May 2022 – *Attachment "C"*

**Police Department****A. Police Department Statistics (June 1 – June 23, 2022)**

- Traffic Citations – 194
- Parking Citations – 342
- Arrests – 1
- Dispatch Events – 910
- Incident/Crime Reports – 31

**B. Fourth of July**

On Monday, July 4, the Town of Surfside Parks and Recreation Department will host their annual 4<sup>th</sup> of July Holiday Celebration featuring live music, activities and more. The event will conclude with a beachside fireworks exhibition at 9:00 p.m. This event draws hundreds of families and visitors.

Additional police officers are assigned from 1:00 p.m. to 10:00 p.m. to ensure safety and security at the Community Center, on the beach, during the fireworks set-up and display, beach escorts for trucks carrying equipment to the Community Center and on Collins Avenue to assist with pedestrian crossing.

**C. Click it Ticket Campaign Results**

Seat belts have been proven to be one of the best ways to save your life in a crash. Yet, many still don't buckle up. Worse still, not wearing a seat belt is a habit that will pass on to impressionable youth who, in turn, will think it is safe to not buckle up. The Click It or Ticket campaign focused on safety education, strong laws, and law enforcement support to save lives. The Police Department proudly participated once again in this significant event from May 23<sup>rd</sup> to June 5<sup>th</sup>, 2022 issuing 446 citations and 169 warnings.

**D. Police Events/Community Outreach**

- The Parks and Recreation Jr. Lifeguard Camp will be held in two sessions: July 11 - July 22, 2022 and July 25 - August 5<sup>th</sup>, 2022. The Police Department will participate in both sessions by incorporating law enforcement and pertinent topics into the program with the following classes:
  - All About Sea Turtles Presentation from the Miami-Dade Sea Turtle Conservation Program - July 15, 2022
  - Marine Patrol Presentation at the Indian Creek Police Department - July 20, 2022
  - Crime Scene Investigations - July 27, 2022
  - K-9 Demonstration - August 1, 2022.



- The Bike with the Chief community initiative - July 27, 2022 at 5:00 p.m. at Town Hall.
- The monthly Coffee with the Cops – July 28, 2022 at 10:00 a.m. at Starbucks.

**II. SEE CLICK FIX REPORT**

Requests filtered by request category that have been created 06/01/2022 - 06/30/2022

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	3	3	0.1
Code Compliance (Safety Concern)	1	1	0
Drainage/Flooding (PW)	4	3	0.2
Other	7	6	1.1
Police (Safety Concern)	0	0	
Solid Waste (Commercial) (PW)	1	1	0
Solid Waste (Residential) (PW)	1	1	0.1
Beach Patrol	0	0	
Parking Issue	6	6	1.1

**III. TOWN PROJECTS**

**96<sup>th</sup> Street Park**

A pre-submittal conference and site visit for the Park Construction RFQ was held on June 10, 2022. Questions submitted by the bidders are currently being addressed by the design team and Construction Proposals are due July 27, 2022. Park and kayak launch permitting remain ongoing.

**Abbott Avenue Drainage Study**

Progress Status Report – Attachment “D”

**Byron/Bay Closure Study**

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

***Undergrounding of Utilities***

Recent activity for the utility undergrounding project has centered on execution of the binding Cost Estimate from FPL which was authorized by Town Commission at the June meeting. Engineering is visiting the Town to confirm certain aspects of the FPL design as presented by FPL and will be making recommendations for modifications as may be found appropriate. Discussions continue regarding the commercial alley corridor between Collins and Harding Avenues to ascertain the measures required for the conversion on all overhead utility services to underground including establishing Rights of Way and Easements as may be required. Contact has finally been established with ATT for the design and estimating for the entire project.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2022**  
**As of MAY 31, 2022**  
**67% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

July 12, 2022

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND - 001</b>			
REVENUE	\$ 14,719,591	\$17,533,069	84%
EXPENDITURES	9,947,204	\$17,533,069	57%
Net Change in Fund Balance	4,772,387		
Fund Balance-September 30, 2021 (Audited)	21,091,150		
Fund Balance-May 31, 2022 (Reserves)	<u>\$ 25,863,537</u>		
	A		
<b>TOURIST RESORT FUND - 102</b>			
REVENUE	\$ 4,214,401	\$3,538,626	119%
EXPENDITURES	2,030,701	\$3,538,626	57%
Net Change in Fund Balance	2,183,700		
Fund Balance-September 30, 2021 (Audited)	4,264,457		
Fund Balance-May 31, 2022 (Reserves)	<u>\$ 6,448,157</u>		
<b>POLICE FORFEITURE FUND - 105</b>			
REVENUE	\$ -	\$79,534	0%
EXPENDITURES	17,912	\$79,534	23%
Net Change in Fund Balance	\$ (17,912)		
Fund Balance-September 30, 2021 (Audited)	221,034		
Fund Balance-May 31, 2022 (Reserves)	<u>\$ 203,122</u>		
<b>TRANSPORTATION SURTAX FUND - 107</b>			
REVENUE	\$ 201,326	\$319,149	63%
EXPENDITURES	185,087	\$319,149	58%
Net Change in Fund Balance	16,239		
Fund Balance-September 30, 2021 (Audited)	569,453		
Fund Balance-May 31, 2022 (Reserves)	<u>\$ 585,692</u>		
<b>BUILDING FUND - 150</b>			
REVENUE	\$ 776,894	\$1,182,660	66%
EXPENDITURES	742,100	\$1,182,660	63%
Net Change in Fund Balance	34,794		
Fund Balance-September 30, 2021 (Audited)	1,904,548		
Fund Balance-May 31, 2022 (Reserves)	<u>\$ 1,939,342</u>		
<b>CAPITAL PROJECTS FUND - 301</b>			
REVENUE	\$ 622,495	\$4,721,404	13%
EXPENDITURES	685,470	\$4,721,404	15%
Net Change in Fund Balance	(62,975)		
Fund Balance-September 30, 2021 (Audited)	5,894,823		
Fund Balance-May 31, 2022 (Reserves)	<u>\$ 5,831,848</u>		

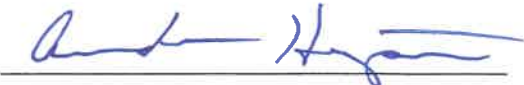
**NOTES:**

- 1) Many revenues for May 2022 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.
  - 2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.
- A. Includes \$2,000,000 available for hurricane/emergencies. The audited balance of \$19,091,151 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>WATER &amp; SEWER FUND - 401</b>			
REVENUE	\$ 2,805,041	\$4,497,641	62%
EXPENDITURES	2,003,389	\$4,497,641	45%
Change in Net Position	801,652		
Unrestricted Net Position-September 30, 2021 (Audited)	(1,389,877)		
Unrestricted Net Position-May 31, 2022 (Reserves)	<u>\$ (588,225)</u>		
<b>MUNICIPAL PARKING FUND - 402</b>			
REVENUE	\$ 1,102,288	\$1,264,180	87%
EXPENDITURES	751,318	\$1,264,180	59%
Change in Net Position	350,970		
Unrestricted Net Position-September 30, 2021 (Audited)	1,657,883		
Unrestricted Net Position-May 31, 2022 (Reserves)	<u>\$ 2,008,853</u>		
<b>SOLID WASTE FUND - 403</b>			
REVENUE	\$ 1,247,925	\$1,811,003	69%
EXPENDITURES	1,176,484	\$1,811,003	65%
Change in Net Position	71,441		
Unrestricted Net Position-September 30, 2021 (Audited)	(271,836)		
Unrestricted Net Position-May 31, 2022 (Reserves)	<u>\$ (200,395)</u>		
<b>STORMWATER FUND - 404</b>			
REVENUE	\$ 581,328	\$1,327,284	44%
EXPENDITURES	746,532	\$1,327,284	56%
Change in Net Position	(165,204)		
Unrestricted Net Position-September 30, 2021 (Audited)	3,581,622		
Unrestricted Net Position-May 31, 2022 (Reserves)	<u>\$ 3,416,418</u>		
<b>FLEET MANAGEMENT FUND - 501</b>			
REVENUE	\$ 521,926	\$780,044	67%
EXPENDITURES	618,640	\$780,044	79%
Change in Net Position	(96,714)		
Unrestricted Net Position-September 30, 2021 (Audited)	1,091,020		
Unrestricted Net Position-May 31, 2022 (Reserves)	<u>\$ 994,306</u>		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2018 - May 2022**

FUND	9/30/2018	9/30/2019	9/30/2020	9/30/2021	5/31/2022	CAGR <sup>(a)</sup>
General	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 25,863,537	24.6%
Tourist Resort	356,313	1,640,525	2,109,658	4,264,457	6,448,157	128.7%
Police Forfeiture	159,527	105,725	168,289	221,034	203,122	11.5%
Transportation Surtax	263,292	328,377	442,856	569,453	585,692	29.3%
Building	2,760,673	2,563,517	1,991,388	1,904,548	1,939,342	-2.2%
Capital Projects	2,158,902	3,048,582	4,899,128	5,894,823	5,831,848	39.8%
Water & Sewer	(2,546,398)	(2,367,098)	(1,733,610)	(1,389,877)	(588,225)	-18.3%
Municipal Parking	943,315	1,198,948	1,293,993	1,657,883	2,008,853	20.7%
Solid Waste	601,201	641,636	219,615	(271,836)	(200,395)	-176.8%
Stormwater	3,203,878	3,200,132	3,205,050	3,581,622	3,416,418	3.8%
Fleet Management	-	585,363	825,468	1,091,020	994,306	N/A
<b>Total</b>	<b>\$ 18,802,753</b>	<b>\$ 25,929,812</b>	<b>\$ 31,708,583</b>	<b>\$ 38,614,277</b>	<b>\$ 46,502,655</b>	<b>25.4%</b>

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

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&Z - Original site plan: 9/27/2012, site plan amendment: 8/31/2017 TC - Original site plan: 10/15/2012, site plan amendment: 10/10/2017 Site Plan Ext -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required.
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	DRG - 2/11/2013, 3/27/2013, 7/9/2013 P&Z - 2/27/2014 TC - 10/28/2014 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	A landscape inspection has been performed and the proposed landscape revisions have been reviewed. Preliminary building signage plans have been submitted and staff comments provided. Awaiting signage plan revisions.
8/12/2015 12/23/20 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/2015, 3/9/2017, 9/17/2017, 2/9/2021 P&Z - 12/7/2017, 2/11/2021, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 Scheduled Site Plan Ext - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021	199 units	Reduced to 31 condo units, 26 hotel rooms	None	None	20-536	Foundation Only Permit Issued	
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	DRG - Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18 P&Z - Original approval: 7/18/2016, Revised approval: 11/29/18 TC - Original approval: 11/10/2016, Approved February 26, 2019 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurricane Dorian). Additional Covid and Tropical Storm Elsa extensions - New Permit Due Date February 4, 2024	250 units	Request is for 205 units	None	None	18-610	Has not applied for permit yet	Information supplied by the Eden Surfside LLC to Town Bldg Dept on 11/30/21 indicates desire to obtain a foundation permit. MDC receipts for impact fees of \$1,105,679.93 (Pd. 8/3/21) and 20% Water and Sewer fees (Pd. 10/26/21) have been received.
5/4/2016 8955 Collins Ave	Residential Condominiums	DRG - 6/20/2016, 7/27/2016 P&Z - 10/27/2016 11/10/2016 TC - 11/10/2016 Site Plan Ext -	110 units	16 units	None	None	16-602	Issued	The Town Planner signed off on the Landscape Plan on June 17, 2022. Public Works Department is working to resolve a couple of issues so that the Building Department can issue a permanent CO.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	DRG - to be scheduled. P&Z - Applicant asked to be removed from May 26, 2022 P & Z Mtg. TC							The applicant pulled the application from the May 26, 2022 P & Z meeting. Awaiting re-submission for Site Plan Review.

**DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.**

Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
10/1/2016, 5/6/21 9116 Harding Ave	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021)	DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2018, 6/21 TBD TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units	4 units	None	None		Site Plan approval has expired	
5/19/2017 4/1/22 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per <b>Sec. 90-33(3)</b> of the Town Code.	DRG - 6/19/2017, 8/24/2017, 9/28/2017, May 2022 P&Z - 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 TC - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23 Site Plan Amendment - P & Z approval May 26, 2022 TC - Approved Site Plan Amendment June 16, 2022	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances. Site Plan Amendment - Density Reduction from 34 to 19 Units Other interior, exterior and construction revisions.	None	Has not applied for permit yet	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 19 units and interior and exterior revisions on May 26, 2022. Town Commission approved Site Plan Amendment on June 16, 2022	
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018 9/25/2020 8851 Harding Avenue	18 multi-family units	DRG - 01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending, 2/25/2021 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z Reconsider) 2/25/2021 P&Z Denied Plan TC - Denied by the Commission (requires reconsideration by TC), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Site Plan Approval 5/26/21	
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None			
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P&Z - 1/30/2020 TC - 2/11/2020 Site Plan Ext -			Landscape buffer	Approved		This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page spreadsheet.	
11/18/2021 9165 Collins Avenue	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval TC - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None			DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting.	
4/27/2022 8809 Harding Avenue	Site Plan Application for 4 Townhouse Units	DRG - July-August 2022 P&Z - July-August 2022 TC - to be scheduled	TBD	Proposing 4 units	Preliminary review comments are being prepared at the request of the Applicant. Actual Site Plan submission delayed to the July-August P & Z.			Site Plan Application received 4/27/22 is under review for completeness and scheduling.	

**Town of Surfside Downtown Walkability and Design Study**

Progress Report for May 2022

Marlin Engineering, Inc.

This project is a Sidewalk Walkability Feasibility Study for 2 blocks of Harding Avenue between 94th Street and 96th Street including the municipal lot on the south side of 94<sup>th</sup> Street. Parking occupancy counts and commercial floor area inventories of the area will be utilized to establish current parking usage and characteristics along Harding Avenue. The findings of existing studies will also be included in the written report. Efforts will be initiated to solicit input from resident, tourist and business stakeholders. Two (2) public presentations will be conducted with the Town Commission to share the findings of the draft and final study results.

Task 1 – Kick off Meeting and Project Management

Discussions have been held with key Town staff on the activities of the Study. This Task also provides for on-going project management and communication with the Town Manager and Town Commission. Work on this Task is on-going.

Task 2 - Data Collection

A weekend corridor site visit was made to collect additional photographs and corridor information for incorporation into the study graphics and corridor description. Work on this Task is continuing.

Task 3 – Existing Conditions Analysis

Work is underway to summarize the existing conditions analysis. Existing corridor conditions have been mapped. The real time parking data was processed to identify hourly parking loadings and average length of stay for the Abbott parking lot, 94<sup>th</sup> Street parking lot and for Harding Avenue on-street parking. Traffic characteristics have been summarized. Graphic corridor typical sections have been prepared. An assessment of the landscape condition is underway. Work on this Task is continuing.

Task 4 – Stakeholder Outreach

Major efforts were initiated to secure public and stakeholder input. A survey questionnaire has been finalized. Two questionnaire surveys have been developed: a public survey and a business survey. An optional demographic component was also prepared. Interviews are tentatively scheduled for June 26th and 27th at the Farmer's Market and Publix. A short digital article was written with a QR Code for internet survey use and for public announcements of the survey dates. Work on this Task is continuing.

Task 5 – Study Findings and Recommendations

The draft Technical Report has been initiated. Three (3) alternative corridor concepts have been formulated. The first alternative includes the temporary implementation of parklets. The second alternative reduces on-street parking on one side of the corridor to provide 3.5 feet or more for sidewalk widening on each sidewalk. The third alternative expands the sidewalk/landscape area to maximize the sidewalk width. Work is underway to refine, finalize and describe the three alternatives. Work on this Task is continuing.





June 30, 2022

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

**RE: KEITH Progress Report – June 30, 2022**  
Project Name: Abbott Avenue Drainage Improvements – Phase 2  
Project Location: Town of Surfside  
Our Project/Proposal Number: 11494.01

Dear Jason:

For the past month KEITH & Associates has been developing the construction documents for the Abbott Avenue Drainage Improvements Project. Due to the weather geotechnical exploration and location services were delayed, but the design team is working to makeup the lost time, so the august deadline can be met. The following is a summary of the project progress for the month of June 2022.

- Due to the delay from the geotechnical exploration and location Services the design team should complete the 60% Construction Documents on July 15, 2022.
- Due to the weather, the geotechnical exploration was delayed but should be completed by July 15, 2022.
- Due to the weather the location services (test holes) were completed on June 27, 2022.
- Due to the delay from the geotechnical exploration and location Services MEP & Structural should be completed by July 15, 2022.

After the task are completed and submitted to the Town, KEITH will start the permitting process through the county to be able to meet the deadline of August 2022 to complete the phase 2 of the project.

KEITH & ASSOCIATES, INC.  
Consulting Engineers

Carlos Morales  
Project Manager



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

**TO: Mayor and Town Commission**

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

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

**DATE: July 5, 2022**

**SUBJECT: Office of the Town Attorney Report for July 12, 2022 Regular Commission Meeting**

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

June 14, 2022 – Town Commission Budget Workshop Meeting

June 14, 2022 - Regular Town Commission Meeting

June 16, 2022 – Special Meeting Quasi-Judicial Hearings

June 28, 2022 - Special Town Commission Meeting

June 30, 2022 - Planning and Zoning Board Meeting

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

Various members of the Firm have and continue to assist the Town with the response and emergency actions needed in the aftermath of the CTS Collapse, including public records and media requests, settlement discussions and hearings, ongoing causation investigations at the CTS Site and off-site facilities, and interaction with KCE Engineering (Allyn Kilsheimer) and NIST representatives in connection with *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01. Most recently, this office has participated in settlement discussions and hearings, including review of a Settlement Agreement among all parties and the Town contributing Town insurance proceeds towards the victims' settlement fund.

**Commission Support:**

Attorneys of the firm have worked with the Mayor and members of the Town Commission to provide orientation sessions and required Ethics training, including Sunshine Law and Public Records, and address concerns and research specific issues and policy initiatives, and are always available, either in the office or by phone or email. We appreciate your support as we commence our sixth year of service and work in implementing the elected Mayor and Town Commission's policy directives.

**Staff Support:**

Members of the Firm continue to provide support to Town administration and staff during the COVID-19 health pandemic, and continue to work with Town administration and staff responding to various needs arising from the CTS Building Collapse.

As typical, members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review; preparation of ordinances as directed by the Commission; procurement and purchasing, various solicitations for Town services and providers (RFQs and RFPs) and agreements; IT related agreements; Parks & Recreation Department contracts and services; Code enforcement and

interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues and requirements; police matters; building permit and enforcement issues; public records and media requests; litigation representation and support, subpoenas, oversight and case management; Town Code interpretation and application; labor, employment and pension matters; assistance with and negotiations with the AFSCME Florida Council 79 for Town civilian employees; EEOC complaints, and employee complaints of discrimination; various procurements and service provider contracts for Town Departments, including Contract for Construction for Town Hall front office remodeling, RFP and resulting award of Agreements for Disaster Debris Monitoring Services and Debris Removal Services, and contracts associated with design and construction at 96<sup>th</sup> Street Park; public records and media requests due to the CTS Building Collapse; Zoning Code issues and ordinances; implementation of undergrounding of utilities project.

**Key Issues:**

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

- Contract Review Related to COVID-19 health pandemic.
- Ch. 90 Zoning Code and Adoption of Amendments thereto.
- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
- Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving Agreement with Savino Miller for Design of 96<sup>th</sup> Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements

- Resolution Approving Project Agreement with KCI Technologies, Inc. for Utility Undergrounding Services for Phase I Preparation of Utility Coordination Plans Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Nova Consulting, Inc. for Utilities Engineering Retainer Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Keith and Associates, Inc. for Stormwater Engineering Retainer Services Pursuant to the Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving First Amendment to the Agreement with Zambelli Fireworks Manufacturing Co. for 2021 Fourth of July Fireworks Show Services; Preparation of First Amendment to Agreement
- Resolution for Quasi-Judicial Hearing Regarding Amended Site Plan Application for the Property Located at 9133-0149 Collins Avenue (Seaway)
- Resolution for Quasi-Judicial Hearing Approving and Accepting Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing Approving/Denying Site Plan Application for 8851 Harding Avenue
- Contract for Construction for Biscaya Subaqueous Water Main Crossing
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Authorizing Expenditure of Funds
- Resolution Approving Renewal of Term of Agreement for Food and Beverage Concession Services with Hamsa, LLC D/B/A Surf-N-Sides for the Surfside Community Center; Authorizing the Town Manager To Execute a Second Amendment to the Agreement; Preparation of Second Amendment to Concession Agreement
- Resolution Approving Emergency Repair Work for the Town Hall Air Conditioning System's Chiller and Coils Replacement from Smart Air Systems, Inc.
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rate and Time Limitation Schedule for Municipal Parking Lots

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

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

- Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
- Resolution Expressing Support for the Sister Bays Program and Urging Coastal Communities Throughout the County to Support the Program; Encouraging the Miami-Dade County Board of County Commissioners to Develop a Memorandum Of Understanding for The Sister Bays Program
- Resolution Approving a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of North Miami
- Resolution Approving Fiscal Year 2021/2022 Police Forfeiture Fund Expenditures
- Resolution Approving Budget Amendment No. 11 for Fiscal Year 2020/2021 Budget
- Resolution Approving Purchase of Services from Kofile Technologies, Inc. for Preservation. Archival and Digitization of Historical Town Documents
- Resolution Approving the Purchase of a Town Hall Fire Alarm System Upgrade from Sciens Building Solutions, LLC c/o Empire Fire Safety
- Resolution Urging the Florida Public Service Commission (PSC) to Reject Florida Power & Light's (FPL) Request for a Base Rate Increase and Rate Unification, and to Reject the Proposed \$25 Per Month Minimum Charge
- Resolution Approving Budget Amendment No. 1 for Fiscal Year 2022 Budget
- Resolution Approving the Renewal of Agreement with Thomson Reuters West Publishing Corporation for Clear Investigative Tool for Fiscal Years 2022-2024
- Resolution Calling for a Town Of Surfside Special Election to be Held on March 15, 2022 for a Bond Referendum Issuance of General Obligation Bonds for the Purpose of Undergrounding of Utilities
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for the Purpose of Submitting to the Electorate a Proposed Amendment to the Town Charter Regarding Lot Area, Building Height For Beachfront Properties, and Increasing Minimum Required Electoral Vote to 60% to Repeal or Amend Section 4 of the Charter
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 149 - “Hedges In Single-Family Residential Lots”, to Provide That Six (6) Foot Hedges Shall be Permitted on Single-Family Lots



- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 150 - “Prohibition on Storage of Privately-Owned Property Overnight on Beach” to Provide for a Prohibition on the Storage of Privately-Owned Property overnight on the Beach
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter Section 7 - “Salary”, to Provide for Payment of an Annual Salary for Mayor and Commissioners and Single Health Insurance Benefit
- Resolution Approving an Agreement with Alves Sports Group, LLC for the Town’s Youth Soccer Program and with GM Sports Tennis, LLC for the Town’s Youth Tennis Program
- Resolution Approving Purchase Of Four (4) 2022 Ford Police Interceptor Utility Vehicles, Together With Emergency Lighting Equipment, Graphics, and Radio Equipment for Each Police Vehicle
- Resolution Approving Purchase of New Cellular Encoders Together with Cloud-Based Hosting Services from Badger Meter, Inc. to Replace Existing Encoders Used to Transmit Water Meter Information to Town Hall
- Ordinance Securing Construction Sites, Safety and Other Requirements
- Ordinance Creating Section 14-3, “Recertification of Existing Buildings”, in Article I. – “In General”, of Chapter 14 - Buildings and Building Regulations”, to Adopt and Incorporate Section 8-11. – “Existing Buildings” of the Miami-Dade County Code of Ordinances with Modifications in Furtherance of the “Don’t Wait, Accelerate” Plan to Improve Building Safety.
- Resolution Authorizing and Approving Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, regarding the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project (Metroplex), for Legal Fees and Consultant’s Services
- Resolution Approving a First Amendment to the Revocable, Non-Exclusive License Agreement with Curative Inc. to Extend the Term of the Agreement; Approving the Extension of the Temporary Use Permit Issued to Curative Inc. Beyond the Initial Ninety (90) Day Term to Allow the Continued Utilization of a Covid-19 Testing Kiosk Pursuant to Section 90-36.1 of the Town Code

- Resolution Approving and Authorizing the Expenditure of Budgeted Funds in an amount not to exceed \$145,000 to Implement the 89<sup>th</sup> Street Beach End Capital Improvement Project (CIP)
- Resolution Approving and Authorizing the Expenditure of Funds in an amount not to exceed \$50,000 to Engage Marlin Engineering, Inc. for a Downtown Walkability and Design Study
- Resolution Approving the Opioid Settlement Interlocal Agreement with Miami-Dade County Governing the Use of Opioid Settlement Funds Allocated to the Miami-Dade County Regional Fund.
- Resolution Approving Budget Amendment No. 2 for Fiscal Year 2022 Budget
- Resolution Approving an Amendment to Resolution No. 13-Z-06 for the Surf Club Property Located at 9011 Collins Avenue to Amend Condition No. 19, of Section IV., Requiring Design and Construction of a Lifeguard Stand and Payment of Operational Costs, and Providing for a One-Time Payment to the Town In Lieu Thereof for 96<sup>th</sup> Street Park Renovations
- Resolution Directing the Manager to Pursue the Closure of 88<sup>th</sup> Street East of Collins Avenue to Vehicular Traffic for the Purpose of Providing a Memorial Park and Pedestrian Plaza Honoring the Victims of the Champlain Towers South Collapse
- Resolution Approving Budget Amendment No. 3 for Fiscal Year 2022 Budget
- Resolution Urging the Florida Legislature to Oppose Senate Bill 280, Which Would Allow Individuals and Entities to Delay Enactment of Local Ordinances by Filing Lawsuits that Allege an Ordinance is Arbitrary or Unreasonable
- Resolution Reaffirming Town’s Commitment to Condemn Anti-Semitic, Hateful And Hurtful Messages And Behavior, Including Reaffirmation of the Provisions of Section 54-2 of Town’s Code, “Consideration Of Anti-Semitism And Hate Crimes In Enforcing Laws” and Supporting an Amendment to Section 54-2 to Broaden the Definition of Anti-Semitism as Outlined Herein
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-57. - “Marine Structures”, to Provide for Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots;
- Ordinance Implementing “Accelerate, Don’t Wait”, Approach for 30-year Recertification of Threshold Buildings

- Ordinance Amending Section 90-2. “Definitions”, to Delete the Definition for “Gross Acre” and to Revise Definitions for “Height,” “Lot Area,” And “Lot Coverage”
- Ordinance Creating Article V – “Construction Sites”, Consisting of Section 14-104 “Securing of Construction Sites, Safety, and Other Requirements”, of Chapter 14 - “Buildings and Building Regulations”
- Ordinance Amending Section 54-2. - “Consideration of Anti-Semitism and Hate Crimes In Enforcing Laws”, to Strengthen and Amend the Definition and Examples of Anti-Semitism, Including Examples of Anti-Semitism Related to Israel
- Resolution Expressing Opposition to Proposed Florida Senate Bill 1024 and House Bill 741, “Net Metering,” Revising Legislative Findings Relating to Redesign of Net Metering to Avoid Cross-Subsidization of Electric Service Costs Between Classes of Ratepayers
- Resolution Urging the Court to Consider Disbursing a Portion of Funds Already Collected to Living Former Residents of The Champlain Towers South and to Consider Disbursing New Funds to Victims as Collected
- Resolution Approving Budget Amendment No. 4 for the Fiscal Year 2022 Budget
- Resolution Authorizing Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, for Legal Fees and Costs, in Connection with the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project
- Resolution Approving Purchase of Laserfiche Cloud Hosting Services from MCCI, LLC to Make Public Records Readily Accessible Through the Cloud
- Resolution Certifying and Declaring Results of the Surfside General and Special Municipal Elections Held On March 15, 2022 for Election of Mayor and Four (4) Town Commissioners and Five Referendum/Ballot Questions
- Resolution Selecting and Approving the Quote from CDW Government, LLLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17
- Ordinance Amending Section 90-47. - “Yards, Generally Allowable Projections”, Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.

- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside’s Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As “Arbor Day”
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the Undergrounding of Utilities Project; First Amendment to Professional Services Agreement
- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center

- Resolution Abolishing the Town of Surfside Budget Advisory Committee
- Resolution Approving an Engagement Letter with Marcum LLLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022
- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-Permitees Named in the National Pollutant Discharge Elimination System Permit No.Fls000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town’s Transit Services Funding
- Resolution Adopting the Town’s Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O’Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside’s Farmer’s Market

- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code “Prohibited Noises” relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code “Marine Structures” to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
- Ordinance Amending Section 90-47 of the Town Code “Yards, Generally Allowable Projections” to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 24<sup>th</sup> “Surfside Champlain Towers South Remembrance Day”
- Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities
- Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03
- Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
- Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
- Ordinance Amending Section 90-2 “Definitions” to Revise the Definition for “Lot Coverage” and Section 90-49 “Lot Standards” to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
- Ordinance Amending Section 54-78(15) “Prohibited Noises,” and Section 66-7 “Disposal of Grass Cuttings and Hedge Trimmings” to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours

- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, “Landscape Requirements” of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
  - Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
  - Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
  - Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
  - Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
  - Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
  - Resolution Approving Budget Amendment No. 7 for FY 2022 Budget
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**Litigation:**

New or supplemental information is provided for the following cases:

*Beach House Hotel, LLC vs. Town of Surfside*, Case No. 2020-025405-CA-06 in the Circuit Court 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town’s Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. On May 4, 2021, the Plaintiff filed its initial discovery requests, including “First Set of Interrogatories to Defendant” and “First Request for Production of Documents to Defendant”, both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The Town and the Plaintiff have engaged in written discovery, which is mostly complete. On May 16, 2022, the Town Commission held an executive session per FS 286.011(8) to discuss the pending litigation and possible settlement. The Town anticipates seeking summary judgment against the claims in the event that the matter cannot be settled. Following the executive session, the Town Commission has discussed potential changes to the beach furniture ordinance, which, if adopted, may resolve the dispute consistent with the Town’s vision for beach furniture regulation.

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida. On September 18, 2019, the Town was served with a Complaint for Declaratory Judgment, Injunctive Relief, and Restitution in connection with the Town's implementation of its 1998 stormwater fee ordinance. The plaintiff contends that the method of calculating stormwater fees is not fair to condominium unit owners, who are charged 1.0 equivalent residential units ("ERU"), the same as a single family home. The Town moved for dismissal of the Complaint on March 12, 2020, which was denied. The Town then moved for summary judgment on October 27, 2020, which remains pending. The summary judgment motion was delayed due to the COVID pandemic, court availability for a hearing, and the plaintiff's desire to conduct expert witness discovery. The Town engaged its own expert witness to rebut the opinions of the plaintiff's expert. Expert discovery is completed. Mediation of the dispute occurred on December 6, 2021 with Retired Judge Joseph Farina, but with no result. An Executive Session with the Town Commission occurred on January 6, 2022 as part of the mediation process, but no agreement was reached. No further attempts to resolve the matter have occurred. The parties have stipulated to a set of undisputed facts to permit the action to resolve by summary judgment and agreed to a briefing schedule. On June 16, 2022, Solimar filed its cross motion for summary judgment and responded to the Town's summary judgment motion. On July 5, 2022, the Town responded to Solimar's motion for summary judgment and replied to Solimar's response to the Town's motion. Solimar is expected to reply to the Town's response by July 15, 2022, at which point the summary judgment motions will be ready for hearing, though the court has not yet set a hearing date. Currently, there is a trial order setting a trial calendar during a three week period commencing October 3, 2022, if necessary. The summary judgment motions will be heard prior to that date.

Village of Indian Creek, Florida, Town of Surfside, Florida and Charles Burkett, Petitioners, v. Federal Aviation Administration and Stephen M. Dickson, in his official capacity as Administrator, Federal Aviation Administration, Respondents.

On December 14, 2020, Town, together with the Village of Indian Creek, filed a Petition for Review of Agency Order appealing the FAA's Finding of No Significant Impact and Record of Decision in connection with the proposed South-Central Florida Metroplex. The FAA announced that it implemented Phase 2 of the Metroplex project on August 12, 2021. On October 26, 2021, the Town's Special Counsel filed the consolidated Opening Brief. The Opening Brief which, among other matters, contends that aircraft noise jeopardizes public health and welfare and that the FAA is not accurately evaluating aircraft noise or its impact to persons on the ground; that the South-Central Florida Metroplex Project is in violation of the National Environmental Policy Act; and that as such the FAA is violating the constitutional rights of the citizens of the affected communities. On February 9, 2022, the FAA filed its response brief to the Town's consolidated Opening Brief. The FAA argues in its response that the FAA satisfied all the requirements of law in adopting the Metroplex, and other procedural/standing arguments against petitioners' claims. The Town's Reply Brief was filed on March 9, 2022. Oral arguments before the 11<sup>th</sup> Circuit Court occurred in Miami on June 6, 2022, at which hearing the Town's Special Counsel, Steve Taber, was present as well as our office. We await a decision by the 11<sup>th</sup> Circuit Court on this matter.

Shannon Gallagher, Petitioner, vs. The Town Of Surfside and 9165 Surfside LLC, Respondents;



Case No. 2022-000028-AP-01 in the Circuit Court 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida. A Petition for Certiorari was filed on May 20, 2022 by Shannon Gallagher alleging failure to comply with provisions of Surfside's Zoning Ordinance and Town Charter and asking certiorari review of a quasi-judicial order by the Town Commission approving plans submitted by the Applicant, Fort Point Capital, to construct a 14-unit building at 9165 Collins Avenue (Hillcrest). Gallagher moved to amend the Petition on June 10, 2022, refiled on June 15, 2022. On June 27, 2022, the Town filed its Response in Opposition to Gallagher's Motion for Leave to File and Amended Petition and Appendix. We are awaiting the Court's decision on the amended Petition and the Town's Response in opposition thereto.

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

**Special Matters:** Continued monitoring of new case law and legislation from Federal, State and County, challenging local home rule authority and analysis legislation adopted in the last Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include: continued public records and media requests regarding the CTS Building Collapse; continued efforts to inspect the CTS Site and Off-Site Facilities for investigations as to the cause of the collapse in connection with the CTS Building Collapse; public records requests and ethics inquiries and opinions; implementation of various policy directives from the Mayor and Town Commissioners; implementation and procurement of professional services and contracts for beach furniture at the Community Center, new tennis center, resident gym and rooftop pickle ball court, and tot lot upgrades; appeal of FAA South-Central Florida Metroplex Finding of No Significant Impact and Record of Decision; continued review and monitoring of all Development Orders and approvals; police matters and mutual aid agreements; implementation of agreements resulting from Abbott Avenue Drainage project, shuttle and transportation, and undergrounding of utilities plan design; various procurements and service or provider agreements for Town improvements, facilities and programs, implementation of undergrounding of utilities and engagement of consultants to implement the utilities undergrounding project; continued assistance with and negotiations with AFSCME Florida Council 79 Union for Town civilian employees; implementation of construction contract for 96<sup>th</sup> Street Park; implementation of procurement and construction phase for Abbott Avenue Drainage Improvements; contract for construction for the Town Hall first floor remodeling project; implementation of undergrounding of utilities project, including approval of FPL electrical conversion agreements; upcoming Charter review, beach furniture legislation; flag policy; and review and implementation of new legislation (SB 4D) affecting Condominiums.

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**Town of Surfside  
Regular Town Commission Meeting  
July 12, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9A.

**Date:** July 12, 2022

**From:** Andrew Hyatt, Town Manager

**Subject:** Update on Improving Walkability and Pedestrian Safety within Residential Area

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**Background/Analysis:** – In order to improve walkability and pedestrian safety within the Town, and based on Town Commission direction to report back with an implementation time frame and associated costs, the following status update is being provided:

- Town administration is seeking to retain The Corradino Group to perform a Town-wide traffic study. Request to approve and expend funding was brought forth to the July 2022 General Town Commission meeting.
- New street signage for pedestrian safety "Shared Roads" and other types have been deployed throughout Town.
- Town Administration evaluated Multi-use bike lanes on existing conditions of residential streets and avenues and determined:
  - Streets do not have the required width (average 26'-00") to host two side parallel parking, two way traffic vehicular travel and a multi use lane. In order to accomplish adding a multi-use lane, one of the stated travel or parking ways will need to be removed.
  - Avenues do not have the required width (average 32'-00") to host two side parallel parking, two way traffic vehicular travel and a multi use lane. In order to accomplish adding a multi-use lane, one of the stated travel or parking ways will need to be removed.
- Finalized review of 88th Street Stop Signs at every intersection from Abbott Avenue to Bay Drive and the County finalized that the minimum traffic count did not warrant the all stops along the corridor. The Town advised that if the stop signs are removed, an immediate safety issue will be present as the signs mitigate traffic flow for pedestrians in lieu of walking infrastructure (sidewalks). In conclusion, the Town requested that the signs stay until the Town-wide traffic study is complete in order to assess other possible alternatives that can be studied and implemented.



## MEMORANDUM

ITEM NO. 9B.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **Turtle Friendly Lighting on the Beach Walking Path within Dune Limits and Reviewed Options for Implementation**

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Town administration is seeking Town commission discussion regarding the current pilot program implementation and for Town commission to provide recommendation on how to proceed.

During the June 2022 General Commission meeting, Town administration was tasked to explore turtle friendly lighting alternatives on the walking path. The lighting on the walking path is meant to assist pedestrians to enjoy the walking path during early evening hours by amplifying the foot level visibility. This is to assist with safety as the walking path is a naturally preserved surface with various uneven sections.

The walking path is located on the dunes eastern of the property line of adjacent buildings along the east coast line. This means, it is part of the State beach system and is not Town owned property. The State will not permit the installation of a permanent lighting infrastructure within the State beach system per confirmation with Florida Department of Environmental Protection (FDEP). This is because of various ecological and liability reasons.

The Town of Surfside does have a field permit which was obtained through FDEP which allows the Town to maintain the dune system and maintain the rope and pole dune protective barrier encountered throughout the dune line. As a lighting option, the Town can use the existing rope and pole infrastructure to install minimally invasive solar lights which are amber (turtle friendly). The installation can occur on every pole or any other variation. The Town's Public Works Department installed a pilot program behind the community center during the month of June 2022 in order to determine the durability of the lighting fixtures as well as to document the intrusion of the amber lights onto the beach. As a result, due to the low foot level installation of the lights, the pilot was deemed minimally invasive to sea life and the lights are easy to replace if they ever failed. The lighting of each fixture is approximately 10 hours which is enough to light the path for the early evening hours. The walking path is closed during the evenings as it follows the same beach rules.

The following alternatives with corresponding probable cost of construction are presented:

- Two Sides Every Pole Option, \$42,900
- One Side Every Pole Option, \$28,700
- Two Sides Every Other Pole Option, \$28,700
- One Side Every Other Pole Option, \$21,600

The pilot behind the community center has a variation of bullet number one and bullet number two. All wood poles are spaced at an average of twelve feet between poles. **Exhibit A** - "Turtle Friendly Lighting on Walking Path Pictures" provides pictures of the currently deployed pilot program.

[Turtle Friendly Lighting on Walking Path Pictures](#)



**Town of Surfside**  
Public Works Department  
Turtle Friendly Lighting on Walking Path  
Pilot Program Pictures

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**Town of Surfside  
Regular Town Commission Meeting  
July 12, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9C.

**Date:** July 12, 2022

**From:** Vice-Mayor Rose

**Subject: Month of June to be Declared Pride Month**

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**Suggested Action:** – To Pass a resolution for the Town of Surfside to declare the month of June Pride Month and to have the flag fly for the month of June moving forward in the town of Surfside

**Background/Analysis:** – The Pride flag has only been raised once to my knowledge in June 2021. There is no flag policy in place for the town. For the town commission to discuss a flag policy and make a policy to have the Pride flag fly for the month of June moving forward in the town of Surfside.



## MEMORANDUM

ITEM NO. 9D.

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

**From:** Andrew Hyatt, Town Manager

**Date:** July 12, 2022

**Subject:** **Town Policy on Flying Flags**

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Town Administration and Town Attorney are seeking guidance on a Town policy on flying flags.

In June 2021, apparently for the first time, the Town flew a Pride flag on one of its flagpoles at the Town Community Center in celebration of Pride, for approximately two weeks. The flag was removed at the conclusion of Pride on June 30, 2021, and no other flag has been flown since that time.

Traditionally, the Town flagpoles have displayed the flags of the United States, the State of Florida, and the Town. The Town has followed the standard protocol regarding raising and lowering the flags, and lighting them. Upon request last year from an elected official, the Administration decided to display the Pride flag. This decision was not made pursuant to any administrative policy or determination or direction of the Town Commission, and no legal interpretation was requested or provided. It is legal for the Town to choose what flags to fly at what times, and the level of formality associated with making that decision is not dictated by the governing law.

The Town has never adopted a policy concerning the display of flags. The Town Clerk has searched the administrative policy directives, resolutions and ordinances, and has not located any such policy and the topic has never been discussed by the Town Commission.

In May 2022, the US Supreme Court released an opinion on this topic, concluding that the City of Boston had turned its flagpoles into a public forum, and was therefore not permitted to refuse to display a proposed Christian flag. *Shurtleff et al v. City of Boston et al.* The Town Attorney's office shared this opinion with the Town Administration, noting that the Town had flown a non-governmental flag in 2021. However, the Administration did not request an interpretation of how the case would apply to future decisions of the Town.

The Town did not display the Pride flag for this year's celebration of Pride. Following reaction to that decision, this agenda item was requested and prepared.

Shurtleff explains that the City of Boston had never been asked to fly a flag with a religious message before, and the responsible City administrator rejected this request based on his concern that flying such a flag would violate the Establishment Clause of the US Constitution. The Court opined that flying a Christian flag would not violate the Establishment Clause. In fact, it was the decision not to allow the religious message that violated the Establishment Clause. The Court noted that, once a public forum has been created, the law is clearly established that religion may not be excluded where secular content is allowed.

The City had a well-established practice of allowing private persons to propose to display other flags on the flagpole on which the City flag was traditionally displayed at City Hall for short periods of time, while they conducted a flag-raising ceremony on the plaza below. This had happened hundreds of times over a number of years with a variety of flags, including the Pride flag. The only policy that the City had ever established for this practice was essentially to form a queue. No flag was ever rejected, and applicants were merely required to file paperwork allowing the City to ensure that the flag displays were handled in an orderly manner. The Shurtleff opinion states that “the city [Boston] had nothing – no written policies or clear internal guidance – about what flags groups could fly and what those flags would communicate” (slip op. pg. 11), so the evidence did not support the City’s claim that the City approved or controlled messages and views expressed on these flags.

The rules that the City did have—forming the queue without controlling content—are categorized by the courts as time, place and manner restrictions. Because the City never attempted to exercise control over the message conveyed by these flags, the City had created a public forum under the First Amendment, and was thus was obligated to accommodate all requests and not disallow any viewpoint or form of private speech. Shurtleff notes that the City’s decision to create a public forum is not permanent or irreversible and, should the City wish to control the message on its flagpoles in the future, all that is necessary is that it adopt and evenhandedly enforce such a policy.

Municipalities therefore have the option to determine whether their flagpoles will be conducted as public forums. If not, the flagpoles remain government property used solely for the purpose of conveying government messages. Under the government speech doctrine, as noted in Shurtleff, the cases are clear that a municipality may pick and choose the messages it wishes to express at will, because the First Amendment does not apply to governments. It only applies to private persons.

The Commission has three options to consider, and direction is requested.

1. Town Flagpoles Exclusively for Governmental Messages. The Commission may decline to convert its flagpoles into public forums for private messages, and continue its long-standing practice of using them exclusively to express its own governmental messages. While the Town flew the Pride flag last summer at the request of a commissioner, one time in its history, Shurtleff is clear that decision does not determine or limit the Town’s future options.

If the Town decides to go with Option 1, it should determine what policy it wishes to follow on this matter—for example, does the Town Commission wish to make decisions regarding what flags to fly, or to delegate that decision-making authority to the Town Manager? Regardless of who may make the decision, will the Town return to its historic practice of displaying only governmental flags?



If not, will any criteria govern which messages the Town chooses to convey via its flagpoles, or will the decision be made on a case by case basis? An example noted in Shurtleff is from the City of San Jose, California, which “provides in writing that its “flagpoles are not intended to serve as a forum for free expression by the public,” and lists approved flags that may be flown “as an expression of the City’s official sentiments.”” (See pg. 11 of the Shurtleff slip opinion). Just as no specific criteria govern whether the Town decides to issue a proclamation or adopt a resolution or ordinance suggested by a private party, the Town’s decision whether to fly a different flag can be left to the discretion of the Commission (or the Town Manager, if the authority is delegated).

The Commission’s discussion and decision on this agenda item could form the written record of the Town’s official policy on this matter, or the Commission may want to adopt a more formal written policy that can be provided to those interested in this question.

2. Limited Public Forum. Option 2 is that the Commission may choose to create a limited public forum for private non-governmental speech on its flagpoles. This would require the Commission to approve a policy, or delegate to the Manager the responsibility to create a policy, to express the purposes of this limited public forum. Examples include flags of any government, flags expressing a message related to the Town, its inhabitants and its history, or flags with internationally recognized symbols.

The purpose of the limited public forum may vary; Shurtleff teaches that the essential thing is that the Town clearly retains control over the message expressed and invites private actors to participate in the conveying of that message. If the Commission decides it would like to follow Option 2, it might indicate the preferred scope of that limited public forum this evening, or ask that the Administration and the Town Attorney’s office to offer suggestions for its consideration. Once the scope of the proposed limited public forum is clear, the Town Attorney’s Office will work with the Administration to bring back a policy establishing a limited public forum for the Commission’s review and approval.

3. Public Forum. The Commission may choose to create a public forum on its flagpoles for private non-governmental speech, similar to how the City of Boston’s program actually functioned. If the Commission chooses Option 3, it may only establish time, place and manner regulations to assure that flag displays are coordinated in an orderly manner. It may not determine or limit the messages conveyed. If the Commission selects Option 3, the Town Attorney’s office can work with the Administration to establish a time, place and manner policy.



**Town of Surfside  
Regular Town Commission Meeting  
July 12, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9E.

**Date:** July 12, 2022

**From:** Shlomo Danzinger, Mayor

**Subject:** Upgrade to Surfside Street Signs

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**Suggested Action:** – To direct the town manager to report back at the August meeting with options and costs for upgrading the street signs throughout Surfside.

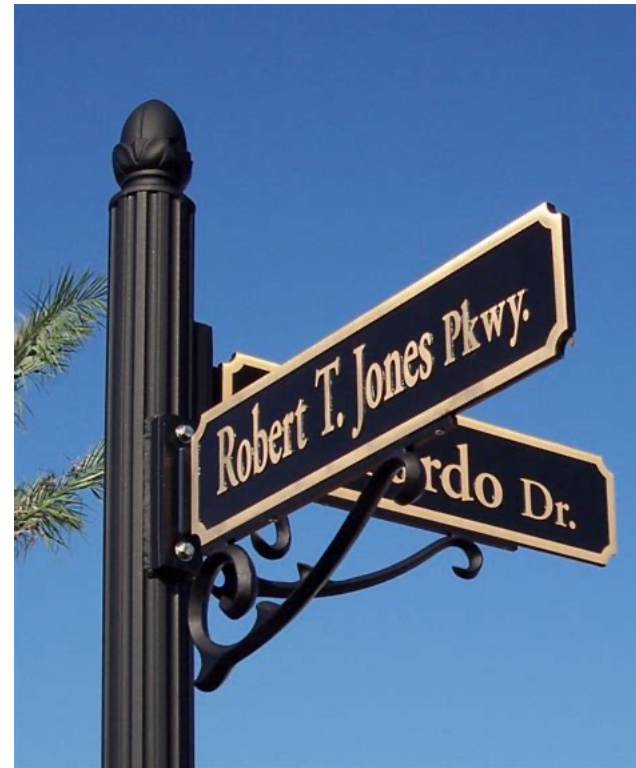
**Background/Analysis:** – Upgrading out street signs to decorative street signs would greatly enhance our towns appearance. This is a simple upgrade that would make such a visible impact for our residents.

**Budget Impact:** – To be determined

# Surfside Street Sign Upgrade



**Standard Street Sign**



**Decorative Street Sign**



**Town of Surfside  
Regular Town Commission Meeting  
July 12, 2022**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9F.

**Date:** July 12, 2022

**From:** Commissioner Marianne Meisheid

**Subject:** Discussion to Hold a Public Forum Regarding the New Laws Affecting Condominiums and HOA's.

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**Suggested Action:** – Direct Town Administration to coordinate and host a Town Hall discussion forum to educate and discuss the new laws pertaining to Condominium and HOA's.

This forum will be for the members of the community, elected officials, and legislators.

**Background/Analysis:** – One year after the Surfside collapse, local officials are still working to ensure that buildings are safe. Now, thanks to our Florida legislators, we have new laws that will protect our Condominiums and HOA's.

A public forum for Condo Boards, Condo Associations, and HOA's will help educate the residents regarding this new legislation.

## Florida Legislature Discuss New Condo Law at Town Hall Meeting

Following the Champlain Towers South collapse in Surfside, the Florida Legislature recently adopted new legislation which impacts condominiums.

Aventura was proud to host our own Senator, Jason Pizzo, as well as Senator Jennifer Bradley, who sponsored the new condo legislation, Senate Democratic Leader Lauren Book, and Speaker Designate of the Florida House, Daniel Perez for a town hall on the new law. If you missed the town hall, you can find a full video of the event on the [City of Aventura YouTube page](#).

Under the new law, buildings in Aventura will undergo an initial recertification 25 years after construction. Under the prior law, this recertification was done after 40 years. Once recertification takes place, buildings will undergo recertification every 10 years. Recertification requires that the building undergo structural and electrical inspections and make any necessary repairs.

Condominiums will now be required to undergo a reserve study to determine their needs every ten years, and fully fund reserves for structural integrity. Associations have until 2025 to achieve fully funded reserves. This requirement only applies to structural reserves. Funds for things such as upgrading the appearance of common areas or replacing furniture or equipment remain at the discretion of each association.

Last year, Aventura adopted the first legislation in Florida which requires all of its buildings to submit any engineering reports it receives to the city. All engineering reports submitted to the city are published on the city website and available for viewing to the public.

If you would like to read the full condo legislation adopted by the State of Florida, we have posted a copy of it on the [city website](#).

