



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

Wednesday, October 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 6.06 (a)3 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. Mayor and Commission Remarks - Mayor Shlomo Danzinger
 - 1E. Agenda and Order of Business Additions, deletions and linkages
 - 1F. Community Notes - Mayor Shlomo Danzinger

2. Quasi-Judicial Hearings

3. Consent Agenda

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

- 3A. **Approval of Minutes** - Town Clerk Sandra McCready, MMC
[September 13, 2022 Special Town Commission Meeting-First Budget Minutes.pdf](#)
[September 13, 2022 Town Commission Meeting Minutes.pdf](#)
[September 28, 2022 Special Town Commission Meeting-Final Budget Hearing.pdf](#)
[September 28, 2022 Special Town Commission Meeting.pdf](#)

- 3B. **Authorization to Execute Florida Department of Transportation (FDOT) Utility Work by Highway Contractor Agreement (UWHCA) and Approval for Fiscal Year 2023 Expenditure of Funding towards Utility Valve Adjustments as part of FDOT Project Number 443899** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR UTILITY VALVE ADJUSTMENTS TO TOWN-OWNED UTILITY FACILITIES ON STATE ROAD A1A IN CONNECTION WITH FDOT PROJECT NO. 443899; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving FDOT Utility Work Agreement.DOCX](#)
[UWHC Lump Sum Agreement](#)
[Pricing Exhibit.pdf](#)

- 3C. **Authorization to Expend Towards AT&T Cost Proposal for Initial Engineering**

and Cost Estimate Preparation for Utilities Undergrounding Project for Phase I, Phase II and Phase III - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING EXPENDITURE OF FUNDS TO AT&T FOR QUOTATION DEVELOPMENT AND ENGINEERING PREPARATION CHARGES REQUIRED IN CONNECTION WITH PREPARATION OF SPECIAL CONSTRUCTION ESTIMATES FOR THE UTILITIES UNDERGROUNDING PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving AT&T Cost Proposals.docx](#)

[Surfside ATT Authorization to Quote CR219428 Phase 1](#)

[Surfside ATT Authorization to Quote CR221126 Phase 2](#)

[Surfside ATT Authorization to Quote CR221127 Phase 3](#)

- 3D. Fiscal Year 2023 Budget Amendment Resolution No. 1 - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Budget Amendment No.1 FY 2023](#)

[FY2023 Budget Amendment No. 1.pdf](#)

- 3E. Approving Agreement with Atlantic Pipe Services, LLC for Manhole Lining, Renewal and Rehabilitation Services, LLC. Utilizing Terms and Conditions of St. Johns County Master Contract No. 21-MCC-ATL-13188, Procurement Bid No. 21-05 - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC PIPE SERVICES, LLC FOR PIPE AND MANHOLE LINING, RENEWAL, AND REHABILITATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE ST. JOHNS COUNTY, FLORIDA, CONTRACT NO. 21-MCC-ATL-13188, AS AMENDED; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; EXPEND BUDGETED AND APPROVED FISCAL YEAR 2023 FUNDING IN AN AMOUNT NOT TO EXCEED \$195,000.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Agreement with Atlantic Pipe Services - Pipe and Manhole Repairs.docx](#)

[Cooperative Agreement Atlantic Pipe Services LLC.docx](#)

[Exhibit A - "St Johns County Master Contract No. 21-MCC-ATL-13188"](#)

[Exhibit B - "Engineer Rehabilitation Recommendations"](#)

- 3F. Youth Tennis Program - Andrew Hyatt - Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH GM SPORTS TENNIS, LLC

FOR THE TOWN'S YOUTH TENNIS PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; ; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Youth Tennis Agreement Expenditure](#)

[Exhibit A - Youth Tennis Program Agreement with GM Sports FY 2022-2023](#)

3G. Youth Soccer Program - Andrew Hyatt - Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ALVES SPORTS GROUP LLC FOR THE TOWN'S YOUTH SOCCER PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Youth Soccer Agreement Expenditure.DOCX](#)

[Alves Sports 22.doc](#)

3H. Town of Surfside Gazette Printing and Mailing Vendor - Town Manager Andrew Hyatt

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PRINTING AND MAILING SERVICES FROM ORIGINAL IMPRESSIONS, LLC FOR THE PRINTING AND MAILING OF THE TOWN GAZETTE; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT AND/OR PURCHASE ORDER FOR THE SERVICES WITH PCI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Town Gazette Vendor](#)

[Commingling Facility Email Confirmation](#)

[PCI USPS Capabilities](#)

[PCI Annual FY 2022 2023 Estimate](#)

3I. Authorization to Issue Project Specific Agreement to 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services. - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR MANHOLE REHABILITATION CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Project Agreement 300 Engineering - Manhole Rehab](#)

[Construction Admin and Inspection Services](#)

- 3J. Authorization to Purchase Three Public Works Vehicles and One Parks & Recreation Vehicle Through Approval of Walker Ford Pricing - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2022 FORD F-150 VEHICLES FROM WALKER FORD CO INC. FOR THE TOWN'S PUBLIC WORKS AND PARKS AND RECREATION DEPARTMENTS; FINDING THAT THE PURCHASE OF THE VEHICLES IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(F) OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE RELATED TO THE TOWN'S VEHICLE FLEET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving PW and Parks Vehicle Purchase from Walker Ford.DOCX](#)
[Exhibit A - "Walker Ford Proposal dated September 20 2022"](#)

- 3K. Authorization to Expend for the Repair of FDOT Stormwater Pump Station No. 01 Pump with Xylem Water Solutions USA Inc. - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF STORMWATER PUMP REPAIR SERVICES FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) APPROVED VENDOR XYLEM WATER SOLUTIONS USA, INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Approving Purchase of Pump Station Repair Services from Xylem.docx](#)
[Exhibit A - Xylem Proposal Dated September 22 2022](#)

- 3L. Resolution Approving the Appointment of Richard Gendler as Special Master Code Compliance - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE APPOINTMENT OF RICHARD GENDLER LLC AS THE SPECIAL MASTER FOR THE TOWN AND THE CODE COMPLIANCE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE SPECIAL MASTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[CV Richard Gendler.pdf](#)

[Reso Approving Appointment of Richard Gendler as Special Master Code Compliance.docx](#)

[Agreement with Richard Gendler LLC Special Master Services.docx](#)

- 3M. Pelican Harbor Seabird Station Donation Ratification - Commissioner Marianne Meischeid**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A DONATION TO THE PELICAN HARBOR SEABIRD STATION IN SUPPORT AND SPONSORSHIP OF THEIR PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Approving Pelican Harbor Seabird Donation 2022.docx](#)

4. Ordinances

Second Reading

4A1. Amending Town Code Section 90-67. - Emergency Power Generators - Lillian Arango, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 90-67 – “EMERGENCY POWER GENERATORS” TO PERMIT THE INSTALLATION OF EMERGENCY POWER GENERATORS ON THE ROOFTOP OF RESIDENTIAL STRUCTURES 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.

[Amending Section 90-67. Emergency Power Generators.DOCX](#)

First Reading

4B1. Planning and Zoning Ordinance Change - Membership qualification requirements. - Lillian Arango, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-15 OF CHAPTER 90, “ZONING,” OF THE TOWN CODE TO MODIFY THE PLANNING AND ZONING BOARD MEMBERSHIP QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Modifying Planning and Zoning Board Requirements - First Reading.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. Legislative Priorities - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING STATE LEGISLATIVE PRIORITIES FOR 2023; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN

EFFECTIVE DATE.

[Resolution Approving Florida Legislative priorities For 2023.DOCX](#)
[Legislative Priorities 2023 - Exhibit A.docx](#)

5B. Family Court Awareness Month Proclamation - Shlomo Danzinger, Mayor
[Family Court Awareness Month Committee Request - Oct 2022.pdf](#)
[Family Court Awareness Month Committee - Oct 2022.pdf](#)

5C. Red Ribbon Week Proclamation - Shlomo Danzinger, Mayor
[Red Ribbon Week Request - Oct 2022.pdf](#)
[Red Ribbon Week - Oct 2022.pdf](#)

5D. Hispanic Heritage Month Proclamation - Shlomo Danzinger, Mayor
[Hispanic Heritage Month Request Sept 2022.pdf](#)
[Hispanic Heritage Month Sept 2022.pdf](#)

5E. Hindu Heritage Proclamation - Shlomo Danzinger, Mayor
[Hindu Heritage Month Request- Oct 2022.pdf](#)
[Hindu Heritage Month - Oct 2022.pdf](#)

6. Good and Welfare

7. Town Manager and Town Attorney Reports

7A. October Town Manager's Report - Andrew Hyatt, Town Manager
[2022-10 October Town Manager's Report.pdf](#)

7B. Town Attorney's Report - Town Attorney Lillian Arango
[Town Attorney Report.pdf](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

10. Adjournment

Respectfully submitted,

Andrew Hayatt
Town Manager

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

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH

RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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



Town of Surfside
Special Town Commission Meeting - Budget Hearing
MINUTES
September 13, 2022
5:01 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:04 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 Nelly Velasquez, Commissioner Marianne Meischheid and Commissioner Fred Landsman.

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

1.C Pledge of Allegiance

Acting Chief Healy provided the pledge of allegiance.

2. Discussion Regarding Millage Rate and Budget - Andrew Hyatt, Town Manager

Town Manager Hyatt introduced Assistant Town Manager Greene.

Assistant Town Manager Greene provided an overview and explanation of the milage rate and budget. He went over the budget principles, budget elements, budget components, as well as the economic outlook provided in the PowerPoint presentation. He explained the budget calendar upcoming dates. He went through the FY 2023 General Fund Revenues and Expenditures. He stated that they are recommending the milage rate to be 4.2.

Vice Mayor Rose thanked the Town Manager and all the staff in attendance. He asked that how long he has been here and this will be the first Commission to accept his recommendation and not lower the milage rate.

Assistant Town Manager Greene stated that the last few years it has been lowered every year and they do recommend keeping the milage rate the way it currently was. He spoke regarding keeping the milage as high as they can to have the funding due to the undergrounding project. He continued with the presentation of the FY 2023 Budget Property Value slide. He went over the slides showing the value and taxable value.

Commissioner Velasquez asked if they lower the milage rate to 4.1 what would be the difference.

Assistant Town Manager Greene stated it would be \$350,000 less in collection and explained the impact to the reserves and the upcoming projects.

Mayor Danzinger asked if they lower the milage rate how it would impact the reserves.

Assistant Town Manager Greene stated the impact is based on a percentage. He continued with his presentation. He stated that the tentatively milage rate is 4.200, the roll back rate is 3.7102. He provided the changes from the July Budget Workshop. He spoke regarding the Tourist Board Fund and explained how that fund works which is marketing and special events.

Commissioner Landsman asked if they do not approve the additional \$500,000 for the Tourist Board Fund could they come back with a budget amendment in the event they need more money.

Assistant Town Manager Greene stated they could and they could come back and the Commission could approve the amendment and explained the process.

Mayor Danzinger spoke regarding the needs of the Tourist Board.

Assistant Town Manager Greene continued with the recommended budget proposed changes.

Commissioner Velasquez asked regarding the media budget portion for the Tourist Board and why is it being increased with they have a Tourism Director. She stated that she is concerned with that and as well with the additional \$500,000 for additional events. She suggested them having a presentation showing what they want the money for.

Assistant Town Manager Greene stated that the \$500,000 is a decision up to the Commission and explained how they could go about it. He stated that they will be going through a procurement process.

Mayor Danzinger opened the floor to public comment.

The following individual from the public spoke:

George Kousoulas stated that the Building Department is not humming on all cylinders and stated that they need to keep up with what they have and what is coming and they are not doing so. He stated that either they do not have enough people or they do not have the right people.

Mayor Danzinger closed the floor to public comment.

Mayor Danzinger addressed the comments made by Mr. Kousoulas.

Vice Mayor Rose stated that they are looking for additional full time employees and it is difficult finding individuals to fill these positions.

3. Millage Rate Adoption Resolution for FY 2023 - Andrew Hyatt, Town Manager

3.A FY 2023 Millage Rate Adoption Resolution - Andrew Hyatt, Town Manager

The Town's Administration recommends approval of the resolution that would tentatively adopt the FY 2023 proposed millage rate of 4.2000.

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

A motion was made by Vice Mayor Rose to keep the tentative milage rate at 4.2000, seconded by Commissioner Meischeid.

Commissioner Landsman asked if they pass the resolution today, they have to come back and vote on the 28th for the final millage and final budget is adopted. He stated that they are asking the Town for a lot of improvements and projects and the funding is needed to do these projects. He stated that by keeping the milage rate at 4.2000 does not meet it keeps the taxes flat because the property value increases.

Commissioner Meischeid agrees with the 4.2000 milage rate.

Vice Mayor Rose agrees with Commissioner Landsman that there are a lot of projects coming online and the money is needed to complete these projects.

Commissioner Velasquez agrees that the 4.2000 is a good milage rate and gives us the money for the projects and there will be increases in property values.

Mayor Danzinger would love to lower the milage rate but there are a lot of projects coming online.

Mayor Danzinger opened public comment.

There were no public speakers.

Mayor Danzinger closed public comment.

The motion carried with a 5-0 vote.

[Reso Approving Proposed Millage Rate FY 2023.docx](#)

4. Public Comments

There were no public speakers.

5. FY 2023 Budget Adoption Resolution - Andrew Hyatt, Town Manager

5.A FY 2023 Tentative Budget Adoption Resolution - Andrew Hyatt, Town Manager

The Town's Administration recommends approval of the resolution that would tentatively adopt the FY 2023 budget.

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

A motion was made by Vice Mayor Rose for purposes of discussion.

Vice Mayor Rose stated that he is fine with the way the budget is presented and knows that the Tourist Board has many great events coming forward. He asked how they would be doing the July 4th event to have fireworks and for that to come back to the Commission.

Assistant Town Manager Greene stated that Parks and Recreation Committee does not have the authority to approve any contract and it would have to come back to the Town Commission for approval.

Commissioner Velasquez stated that she agrees with the 4th of July fireworks and drone shows. She is not in agreement with giving the Tourist Board with a \$500,000 blank check. She would like for them to come before the Commission with a presentation of what they want to do with that funding. She still does not understand why they need a media company when they have a Communications Director. She would like to reconsider the \$500,000 and the media.

Commissioner Landsman asked for a point of clarification. He asked if the Tourist Board needs to come back to the Commission to spend over the \$20,000 cap.

Assistant Town Manager Greene stated that the Tourist Board is an independent Board and they come to the Commission for funding and are not able to enter into multi year contracts and explained the process. He stated that they would be coming back to the Commission for any multi-year contracts which also applies to the media company contract.

Commissioner Meischeid stated that when she served on the Tourist Board she has some experience and asked if this is coming from reserves.

Assistant Town Manager Greene stated that they have sufficient reserves to sustain

the budget.

Commissioner Meischeid stated that in the past she had asked the Commission for reserves and asked if this is the same thing they are trying to do currently.

Assistant Town Manager Greene addressed the comment made by Commissioner Meischeid. He also suggested for the Tourist Board to come with a procurement to bring back to the Commission for approval.

Mayor Danzinger asked regarding the 91st Street improvement.

Assistant Town Manager Greene provided an update to the Mayor regarding his comment.

Mayor Danzinger stated that he spoke to developers in Town to find out about the upcoming projects. He stated that he would like to have the same individuals to the table when they are discussing the improvements. He asked what the current budget for the Tourist Board this year and how much are going into reserves.

Assistant Town Manager Greene gave Mayor Danzinger the numbers.

Mayor Danzinger stated that they appoint the Board Members and that is money that is coming in from businesses and hotels and it is ear marked towards tourists. He stated that he trusts his appointees and believes it is a waste of time to go over each programs coming forward. He recommends leaving it at the balance and not dipping into the reserves and leave the programming. He stated that the reserves have been building up for many years and if they have a crazy amount then they can come to the Commission for approval.

Commissioner Velasquez asked regarding the 91st Street improvement and suggested improving rainwater and sewer since they are ripping out the streets. She stated that a lot of the flooding in Town occurs there. She stated her biggest concern with the Tourist Board is that something like the website does not happen and supports events for the residents.

Mayor Danzinger stated that there is a flooding study project taking place and asked for an update.

Assistant Town Manager Greene addressed the comment made by Mayor Danzinger and provided an update.

Mayor Danzinger addressed comments made by Commissioner Velasquez and stated they should not be micromanaging the Board and should trust the Board. He stated that there are legal requirements of what they can use their money for.

Commissioner Landsman addressed the comments made by Commissioner Velasquez and stated that the money from the Tourist Board can only use the money for that purpose and cannot be moved to the general fund.

Mayor Danzinger asked what the Tourist Board spent last year.

Assistant Town Manager Greene stated it was \$870,000 for FY 2022.

Mayor Danzinger asked if they remove the \$250,000 from this year what it would go to.

Assistant Town Manager Greene stated it would be \$1.938 million as presented right now.

Mayor Danzinger asked then they doubled the budget from the preliminary budget.

Commissioner Meischeid stated that 1/3 of the budget is designated to marketing and it has to go to marketing for the hotels and spreading the word for Surfside.

Assistant Town Manager Greene stated that they are talking about the 1/3 of that budget and explained what it would be used for.

Further discussion took place among the Commission and Assistant Town Manager Greene regarding the marketing portion of the Tourist Board.

Commissioner Velasquez asked for Mayor Danzinger's recommendation.

Mayor Danzinger recommends passing the budget for the Tourist Board by removing the \$253,000 but not remove that from the \$500,000 special events.

Vice Mayor Rose is fine with that and for the \$100,000 be moved to the Parks and Recreation Department for them to use for the 4th of July event.

Commissioner Landsman reiterated that this budget is for the entire Town and entire fiscal year to have the Town operating efficiently and big projects are coming on board.

A motion was made by Vice Mayor Rose to approve the tentative budget as presented transferring the \$100,000 from the Tourist Board Special Events Budget to the Parks and Recreation Department Special Events Budget for the 4th of July event, and that the Tourist Board Budget does not utilize any reserves from the Tourist Board Fund, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Resolution Approving Tentative Budget FY 2023.docx](#)

[Tentative Budget Summary FY 2023.pdf](#)

6. Public Comments

Mayor Danzinger opened public comment.

There were no public speakers.

Mayor Danzinger closed public comment.

7. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 6:12 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**

September 13, 2022

7:00 PM

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

Meeting opened at 7:10 pm

1A. Call to Order

Mayor Danzinger called the meeting to order at 7:10 p.m.

1B. Roll Call of Members

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

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

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

1C. Pledge of Allegiance

Acting Police Chief Healy provided the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Mayor Danzinger welcomed everyone to the meeting and advised that due to the large number of individuals present and the large agenda the public speaking will be limited to 2 minutes and 3 minutes for good and welfare. He explained the decorum statement and what the role of the Mayor is and how the meetings are to be conducted. He read the decorum statement into the record and explained what Robert's Rules of Orders state.

Vice Mayor Rose stated to the public that they are here to listen to the residents and not to go by the misinformation that has been posted on NextDoor. He encouraged the public to listen to the facts and what the Town Attorney states and not the misinformation they are receiving.

Commissioner Landsman thanked everyone for coming and participating in Town

government. He stated that he is here to listen.

Commissioner Meischeid commented on the past events involving the condominium association meeting that took place with Senator Jason Pizzo and the other panelists.

Commissioner Velasquez thanked everyone that is present and hopes that the Commission listens to all the residents that will come here to speak. She stated that it is important to listen to those residents that live in homes and not only the ones in condominiums and the hotels.

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

Mayor Danzinger would like to pull item 3D (Town of Surfside Fiscal Year 2023 Grants) and item 3F (New Visit Surfside Tourism Website) and place both items at the end of the resolutions.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to move items 3D (Town of Surfside Fiscal Year 2023 Grants) and 3F (New Visit Surfside Tourism Website) at the end of the resolutions after item 5D (National Childhood Cancer Awareness Month), seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger spoke regarding the misinformation being written on NextDoor and spoke regarding the main reason why they are not responding to that misinformation. He stated that there is a big issue with Sunshine and they are told not to speak on social media. He encouraged residents to reach out to the elected officials to obtain the correct information.

1G. Board and Committee Appointments - Town Clerk Sandra N. McCreedy, MMC

- **Planning and Zoning Board - *Commission Marianne Meischeid***
- **Personnel Appeals Board - *Mayor Danzinger, Vice Mayor Rose, Commissioner Meischeid and Commissioner Velasquez***

The following individuals from the public spoke:

George Kousoulas spoke regarding the opening in the Planning and Zoning Board and commended Judith Frankel for her new position with the Town. He spoke regarding Lindsey Lecour being perfect for the Board.

Eliana Salzhauer spoke about there being more balance on the Board. She urged the Board to revote for a Chair. She spoke regarding the Commission disregarding the recommendations from the Planning and Zoning Board.

Mayor Danzinger closed public comment.

Mayor Danzinger spoke regarding certain requirements for members of the Planning and Zoning and provided the requirements.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to amend the Ordinance by removing the sustainability portion from the board appointment requirements, seconded by Commissioner Landsman.

Vice Mayor Rose opened the item for discussion.

Mayor Danzinger spoke regarding the specific requirements and spoke regarding the ordinance and it being difficult to appoint individuals to the Board.

Commissioner Meischeid agrees with the Mayor and does not find it necessary and believes it fits some but it is getting harder and harder to fulfill the professional spots.

Commissioner Landsman asked that there were some requirements for certain positions and by eliminating that portion would it be able to allow some other individuals to qualify.

Mayor Danzinger stated it would make it easier to appoint members and some of the members fit those requirements.

Commissioner Velasquez stated that the placing of the sustainability section was because they did away with the sustainability committee. She stated that she is fine either way but if they are trying to move the Town to be more sustainable that they should have a discussion. She stated that she is fine either way and was something that was not necessary.

Vice Mayor Rose stated the history of how that requirement came into being. He stated that Board Member Bravo falls under that requirement as well. He stated that he would like to also have some other requirements of other professional experiences and would like to have that as one of the discussion items.

The motion carried with a 4-1 vote with Vice Mayor Rose voting in opposition.

Commissioner Meischeid stated that Judith Frankel was her appointment and she is now with the Town as the new Town Planner. She stated that her appointment is Lindsey Lecour who has much experience in the Planning and Zoning Board as a Chair and provided an overview of her experience.

Town Clerk McCready asked Commissioner Meischeid under what professional requirement would she fall under.

Commissioner Meischeid stated that she would fall under construction management.

Town Clerk McCready stated that they have a member already under that requirement.

Commissioner Meischeid stated that she read the Ordinance. She read what line 58 of the ordinance stated and how she interprets that section.

Town Clerk McCready stated past practice and stated that in the past different sections have members under one category not under all 3 categories.

Town Attorney Arango stated the interpretation of the section and as long as one of the members meet the category it is fine but as stated by Town Clerk McCready she stated what the past practice has been.

Commissioner Meischeid will appoint Lindsey Lecour under section 1, construction management.

Vice Mayor Rose stated that Ms. Lecour would be very helpful and he has had discussions with her and has gone before her when she was Chair of the Planning and Zoning Board.

Commissioner Landsman commended Ms. Lecour and believes that they do need flexibility and they have to want to volunteer to work and help the Town. He appreciates her being interested in doing it after 10 years of doing it and thanked former Chair Frankel for her hard work.

Mayor Danzinger thanked Ms. Lecour.

Mayor Danzinger spoke regarding the Personnel Appeals Board and stated that this Board has not met in 15 years and believes due to the implementation of the union he does not see the necessity of making any appointments.

1H. CTS Update - Andrew Hyatt, Town Manager

Town Manager Hyatt introduced Allyn Kilsheimer.

Allyn Kilsheimer provided an update on the CTS investigation. He spoke regarding the work being done on the site. He spoke regarding the capacity of the piles of the south building and now are going through to see if they have enough of the piles. He stated that Town Attorney Recio is helping them to obtain the items necessary for additional testing. He stated that they are moving forward. He stated that Town Clerk McCready has helped to get them information quickly.

Commissioner Velasquez asked when they could expect the report.

Mr. Kilsheimer stated that the report is about 40% done and with the information they will be receiving it will be about 60% completed but it will get to a point that they will not be able to continue without the additional information. He stated that they are working to reduce the cost.

Commissioner Meischeid thanked Mr. Kilsheimer for volunteering to attend the condominium meeting.

1I. Downtown Walkability and Design Study Update - Andrew Hyatt, Town Manager

Town Manager Hyatt introduced Consultant Town Planner Keller to provide the PowerPoint presentation with the options.

Consultant Town Planner Keller provided a presentation with the different options and the results of the walkability and design study.

Christina Fermin provided an update on the outreach at the Farmer's Market as well as the business survey.

Consultant Town Planner Keller also provided the findings on landscaping. He provided the parklet design samples.

Vice Mayor Rose thanked Mr. Kousoulas for his work and asked if the only survey done was for the Farmer's Market.

Ms. Fermin stated that the survey was sent out and mostly Surfside residents as well as tourists responded.

Vice Mayor Rose asked what was the mix of those that responded to the survey.

Ms. Fermin stated that there was a mix including the Farmer's Market.

Vice Mayor Rose asked if FDOT has to approve taking out the lanes and getting rid of all the parallel parking.

Consultant Town Planner Keller stated that they should obtain more public input, pass a resolution and then take it to FDOT.

Vice Mayor Rose stated that was approved by the previous Tourist Board, the previous DVAC and the previous Commission. It is something that the previous Commission brought forward and this Commission would like to move forward.

Ms. Fermin stated that FDOT will not have an issue with removing parallel parking because they do not like parallel parking.

Commissioner Landsman spoke regarding the different options and parking spaces being removed in Harding and asked how many those are.

Consultant Town Planner Keller responded to Commissioner Landsman's questions as it pertains to the different options.

Commissioner Velasquez asked if they are to eliminate the parking on both sides would that eliminate the double parking.

Consultant Town Planner Keller stated it would be easier to enforce it and issue the violations.

Commissioner Velasquez stated if they eliminate the parking will they still have the 3 lanes and the bike lane.

Consultant Town Planner Keller stated that they would and suggest reducing the speed limit to 25 mph and it is up to the State. He stated that it would be safer.

Commissioner Meischeid commented on the 25 mph and stated that Bal Harbor is already implementing that.

Consultant Town Planner Keller addressed the comments made by Commissioner Meischeid.

Mayor Danzinger stated that some people are saying that they do not want widening the sidewalks but they want more sidewalk space. He also spoke regarding the survey and the participation.

Town Planner Keller and Ms. Fermin addressed the comments made by Mayor Danzinger.

Commissioner Velasquez asked when did the survey take place and when did they gather the information for this presentation.

Ms. Fermin provided the dates they were out on the field performing the survey.

Consultant Town Planner Keller stated it was done during peak season.

Commissioner Velasquez asked regarding the 25 mph speed and does a survey or traffic study have to be done to lower the speed.

Consultant Town Planner Keller stated that there is a process you have to go through but will look into it.

Mayor Danzinger stated that is why it is important to have good working relationships with our State Senators.

Vice Mayor Rose spoke regarding the covered shaded area and it it was included in this study.

Consultant Town Planner Keller stated that none of the covered area was included.

Mayor Danzinger asked if he is looking for direction from the Commission to move forward.

Commissioner Velasquez asked regarding the Suntrust area and why that crosswalk was removed.

Consultant Town Planner Keller stated that they did not investigate that and it would be safer to do it under a controlled environment instead of jaywalking.

Town Manager Hyatt stated that FDOT is about to resurface that area and they can address that with them.

A motion was made by Vice Mayor Rose to have the Town Manager to contact

FDOT to put the crossing back in, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Commissioner Landsman to move forward with option 1 in the study and not to move forward with option 2, seconded by Commissioner Velasquez.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the item. She stated that nobody wants a parking garage.

Joel Thieme stated that some of these discussions are becoming reckless. He spoke regarding the survey. He does not like the parklets.

Rodrigo Butori spoke against the item and spoke about keeping sustainability.

Julio Rumbaut spoke regarding the item and the survey that was conducted. He spoke against the item.

Trisha Fowley spoke against the item. She stated that there are still unoccupied spaces in Downtown. She would like the sidewalks to be cleaner.

Camilo Pino spoke against the item. People are against widening the sidewalks.

Jeffrey Platt spoke against the item and the crosswalks are needed.

Gerardo Vildostegui spoke against the item.

Ben Jacobson spoke regarding the walkability study and is in support of the item and smart parking.

Eli Ginsburg spoke regarding smart parking.

Marisol Krasner spoke against the item.

Mayor Danzinger closed public comment.

Commissioner Landsman stated that this is the first time that they see this presentation and believes that option 1 is the most logical option. He spoke regarding the speed limit.

Commissioner Meischeid addressed the comments made by the public speakers.

Commissioner Velasquez asked regarding having ways to have traffic sensors control the flow if someone needs to cross the street.

Vice Mayor Rose stated that the previous commission started this and would like option 3 and would like more of the outdoor seating. He spoke regarding drop off spots for the elderly. He stated on the record that no business or restaurant gave him an envelope of cash.

Mayor Danzinger stated that their priority is residential safety. He spoke regarding the light possibly being a solution. He stated that the parklets are a bit dangerous and is worried about that and putting people at risk. He stated that regardless the option they should include a drop off point. He spoke regarding increasing the walkability in Town. He spoke about option 2. He asked what feedback the Town Manager got from DVAC.

Town Manager Hyatt addressed the comment made by the Mayor and what DVAC suggested.

Mayor Danzinger stated that the goal is to see how the program works and accepted by the Town. He stated that option 2 would resolve a lot of problems in Town.

Consultant Town Planner Keller stated that the trees do take a lot space and that needs to be addressed as well.

Vice Mayor Rose stated that himself and Commissioner Meischeid were on a zoom call with previous the police chief and the issue is the double parking and not enough room on the sidewalks.

The motion carried with a 5-0 vote.

2. Quasi-Judicial Hearings

3. Consent Agenda

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

A motion was made by Commissioner Landsman to approve the consent agenda minus the pulled items, item 3D (Town of Surfside Fiscal Year 2023 Grants) and item 3F (New Visit Surfside Tourism Website), seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

3A. Approval of Minutes - Sandra McCreedy, MMC., Town Clerk

Approved on consent.

[08-09-2022 Special Town Commission Meeting Minutes.pdf](#)

[08-09-2022 Regular Town Commission Meeting Minutes.pdf](#)

3B. Town of Surfside Roadway Designation and Renaming of 98 Points of Light Way - Andrew Hyatt, Town Manager

Town Administration recommends approval of the resolution.

Approved on consent.

[Resolution In Support of Designating and Renaming 98 Points of Light Road.doc](#)

[Town of Surfside Roadway Designation 98 points of light way_8.10.2022.doc.pdf](#)

[House Bill 1469.pdf](#)

3C. FY 2022 Budget Amendment Resolution No. 9 - Andrew Hyatt, Town Manager

Town Administration recommends approval of the budget amendment.

Approved on consent.

[Resolution Approving Budget Amendment No. 9 for FY 2022.DOCX](#)

[Attachment A - FY2022 Budget Amendment No. 9.pdf](#)

3D. Town of Surfside Fiscal Year 2023 Grants - Andrew Hyatt, Town Manager

Town Administration recommends approval of the attached resolution to allow the Town to submit for grants with some possible matching funds from the Town.

Item was pulled by Mayor Danzinger and moved to be heard after item 5D (National Childhood Cancer Awareness Month).

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

Mayor Danzinger stated that he wanted to add one item to the list of the exhibit to the resolution. The item to be added would be number 15 "Outdoor Exercise Equipment".

Mayor Danzinger passed the gavel.

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

[Resolution Approving and Supporting FY 2023 Grant Applications For Various Town Projects.DOCX](#)

3E. Resolution Supporting the Town's Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project - Andrew Hyatt, Town Manager

Town Administration recommends approval of the attached resolution.

Approved on consent.

[Resolution Supporting the Town's FDEP Grant Application For the Dune Restoration Project.DOCX](#)

3F. New Visit Surfside Tourism Website - Town Manager, Andrew Hyatt

Staff recommends authorizing \$57,900 tourism Resort Tax expenditure for the redesign of the new VisitSurfsideFl.com website allowing the Town Manager and Town Attorney to negotiate and enter into agreement with Simpleview.

Item was pulled by Mayor Danzinger and moved to be heard after item 5D (National Childhood Cancer Awareness Month).

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

Mayor Danzinger stated he pulled the item because he believes the current proposal does not offer services. He stated that he would like to see additional proposals for this item and believes the proposal is a bit excessive. He stated that he would like to put this aside until it comes back from the Tourist Board.

A motion was made by Vice Mayor Rose to bring the item back once they receive additional proposals and it comes back from the Tourist Board, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

[Resolution Approving Purchase of Services from SimpleView for Visit Surfside Website.DOCX](#)

[Town of Surfside Simpleview Proposal.pdf](#)

4. Ordinances

Second Reading

4A1. Beach Furniture Ordinance - Vice Mayor Jeff Rose

Approval of the ordinance as amended for second reading, with changes as directed by the Town Commission at first 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 as written on second reading, seconded by Commissioner Meischeid.

Vice Mayor Rose introduced the item and stated this was modified by the previous commission. He asked the public to please just listen to the facts and respect goes both ways.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Marcio Lucchese spoke regarding the code of honor and they represent the public interest and the public has been clear on this issue. He spoke against the item.

Camilo Pino spoke against the item.

Aurora De La Rosa spoke in support of the changes to the ordinance.

Eliana Salzhauer spoke against the item.

Julio Rumbaut spoke against the item and how many preset chairs the hotels would have.

Gerardo Vildostegui spoke against the item.

Jeffrey Platt spoke against the item.

Jennifer Rotker spoke against the item and vehicles being used on the beach.

Trisha Fowley spoke against the item.

Jonathan Frechter spoke in favor of the ordinance and everyone is entitled to their opinion and should all have respect.

Rolando Epstein stated that the beach does not belong to Surfside and it is public. He stated the most important thing is the welfare of the residents.

Eva Kaman spoke against the ordinance.

Alicia Baymelgreen spoke against the ordinance.

Ben Jacobson spoke in favor of the ordinance.

George Kousoulas stated that the speakers against the ordinance have no factual reasoning and just false claims. He spoke regarding both versions of the ordinance which are similar.

Eli Ginsburg spoke regarding the preset portion of the ordinance and understands the concerns. He stated that people do not want to stay in a hotel that will not give them a chair on the beach.

Mayor Danzinger closed public comment.

A motion was made by Vice Mayor Rose to extend the meeting for one hour at 10:50 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Vice Mayor Rose introduced the item and asked Assistant Town Manager Greene how much ad valorem taxes does the Town have and what share does the hotels bring in.

Assistant Town Manager Greene stated that they represent 70% of the property tax revenue that come into the general fund.

Vice Mayor Rose asked how much is the resort tax coming into the Town. He asked what is included that entails community events.

Assistant Town Manager Greene stated it would be about \$5 million dollars and he stated that those events are covered under the resort tax and not the property taxes.

Vice Mayor Rose asked Town Attorney Recio regarding the flyer that was disseminated by a former commissioner with beach chairs, umbrellas and 2 separate areas allowed and the 4 x 4 in the picture.

Town Attorney Recio stated that will not be allowed in this ordinance and the preset is 20 feet back from the high tide line.

Vice Mayor Rose commented on a picture posted on NextDoor by Mr. Rumbaut and asked who would need powered vehicles on the beach and food services on the beach.

Town Attorney Recio stated that it would be serviced by the condominium and a hand cart and no motorized vehicles are allowed.

Vice Mayor Rose spoke regarding another flyer on expanded chair hours from sunrise to sunset.

Town Attorney Recio stated the correct time.

Vice Mayor Rose asked if motorized vehicles are allowed and can they be ridden.

Town Attorney Recio stated it is only on the hard pack and cannot be motorized or ridden.

Further discussion took place among Vice Mayor Rose and staff regarding the misinformation that has been released by residents.

George Kousoulas went over the presentation on the beach chairs.

Commissioner Velasquez asked if this would happen on all properties.

Mr. Kousoulas addressed the comments made by Commissioner Velasquez.

Commissioner Landsman would agree to some modification and believes it is not balanced properly and he will not support it.

Commissioner Meischeid stated that there is so much information and misinformation on this ordinance and how many have read the ordinance as well as photographs that were from 4 years ago. She went over the actual intent of this ordinance and the actual modifications. She spoke regarding an email she received from a resident with a video from the Grand Beach and stated there are hundreds of feet to the side that cannot be touched. She recommended amending the following lines: Lines 399 and 400 to get rid of the following words "either for itself or through a third party vendor".

Vice Mayor Rose asked if she is stating that you can bring your own food to the beach.

Commissioner Meischeid stated he is correct.

Commissioner Velasquez asked if she is saying that you are meaning people selling on the beach.

Vice Mayor Rose stated that it pertains to peddlers and it means that they cannot have a tent to sell food on the beach.

Commissioner Velasquez asked who will be responsible to pick up the garbage and clean the beach.

Mayor Danzinger stated that is already in code and explained the fine.

Commissioner Velasquez asked if they could be more specific and clear that way they can understand.

Mayor Danzinger reiterated the definition of what is a beach chair operator. He stated if it is easier to leave it as is.

Town Attorney Arango directed them to the lines where it specifies in the defined term and should remain the way it is written in the definition.

Commissioner Meischeid commented again on her suggested changes and it refers to their residents and/or verified guests.

Commissioner Velasquez addressed the comments made by Vice Mayor Rose regarding the 69% and asked Assistant Town Manager Greene regarding the resort tax.

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

Commissioner Velasquez stated her only issue with the ordinance as is right now is the preset and believes 5 chairs is too little but 40 are too much. She stated that she would like to reach an agreement of possibly 20 chairs and 10 per 100 linear feet. She stated they could also start the 40 chairs from the back but not all on the beach.

Vice Mayor Rose would compromise removing the presets and making it .15 for 100 which makes it 30 instead of 40.

Commissioner Velasquez can agree to 20 preset chairs.

Mayor Danzinger thanked Vice Mayor Rose for calling out the misrepresentation. He read some of the items as it reads currently in the code. He spoke regarding allowing people to go to the beach. He spoke regarding the presets. He believes that there will always be space for residents and they will be vigilant if they see an issue and they will keep on top of it and modify if needed. He spoke regarding the west side entering into contract with condominiums and hotels and there could be repercussions.

A motion was made by Vice Mayor Rose to extend the meeting for an hour until 1:00 a.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Mayor Danzinger stated that ultimately they have to keep the service providers accountable.

Commissioner Velasquez would prefer the accountability to be on the hotels and condominiums.

Mayor Danzinger requested certain language to be added to the definition for beach chair service provider.

Commissioner Meischeid stated that the person with the license should be held totally responsible for the violations.

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

A motion was made by Vice Mayor Rose to approve the ordinance as written with the revisions made by Commissioner Meischeid and modification to .1 per 100 feet, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Mayor Danzinger called a 5 minute recess at 12:04 a.m.

Mayor Danzinger called the meeting back to order at 12:16 a.m.

Town Clerk McCready called the roll with all the members present.

[Beach Furniture Ordinance 2nd Reading.docx](#)

[Exhibit A - Beach Chair Allocation Area Diagram.pdf](#)

4A2. 50% Lot Coverage for 1-Story Homes. - Mayor Shlomo Danzinger

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.

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

Mayor Danzinger introduced the item and spoke regarding the changes made after discussion.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading as written, seconded by Commissioner Landsman.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Eliana Salzhauer asked if there are any safeguards to prevent the next commission from changing it.

George Kousoulas stated that they should have protections and spoke regarding the 22 feet.

Mayor Danzinger closed public comment.

Mayor Danzinger stated that the code stipulates 40% on the second floor. He read the proposed changes and what is stipulated in the code.

Commissioner Velasquez asked for line 76 to change the word may to shall, as it pertains to the height of the houses she is fine to 50% lot for one story homes but now this is an understory. She stated that she is fine with the 50% but for the house not to have the understory and if you need the understory you are creating a taller house.

Mayor Danzinger stated it only adds 4%.

Vice Mayor Rose stated a point of information and explained what the height limitation is.

Commissioner Velasquez asked regarding the pools being built which are also raised. She suggested that if they want a pool then it should be flushed and not

raised.

Mayor Danzinger stated that they cannot do 50% and they are maxed out at 40%.

Commissioner Velasquez asked that it would be a pitched roof only.

Mayor Danzinger provided the feedback from the people from Town. He stated that the individuals are mostly doing two story homes without an understory. He explained that some of these are homes that are out of code.

Commissioner Velasquez stated that she understands doing it for new homes and have the new homes with pitched roofs.

Vice Mayor Rose stated that they do listen to the Planning and Zoning Board and is fine with the change.

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

[Ordinance Amending Lot Coverage for Single Story.doc](#)

4A3. Ordinance to Increase the Minimum Percentage of Florida Friendly Landscaping Required to 40% - Fred Landsman, Commissioner

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

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

Commissioner Landsman introduced the item.

Commissioner Velasquez asked how much square footage would be required.

Mayor Danzinger explained the requirement.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:
Eliana Salzhauer

Mayor Danzinger closed public comment.

A motion was made by Commissioner Landsman to approve the ordinance on second reading, seconded by Commissioner Meischeid. The motion carried with a 4-1 vote with Mayor Danzinger voting in opposition.

[Ordinance Amending FL Friendly Landscape Ordinance.doc](#)

4A4. Amending the Town Code Relating to the Location and Requirements for Ground-Level and Rooftop Mechanical Equipment. - Fred Landsman, Commissioner

For the Planning and Zoning Board to recommend to the Town Commission to adopt this ordinance on second reading.

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

Commissioner Landsman introduced the item.

A motion was made by Commissioner Landsman to approve the ordinance on second reading as amended to include Building Official McGuinness' additions, seconded by Vice Mayor Rose.

Commissioner Velasquez agreed with this ordinance.

Mayor Danzinger commented on some items that he did not believe to be necessary. He stated that one is regarding mechanical equipment to be enclosed on top. He asked if the air conditioning units require ventilation of the unit.

Building Official McGuinness stated that any mechanical equipment on the roof above 16 foot grade needs to have access and enclosed. He stated that they will make sure there should be no top cover only side cover and all installations shall comply with the latest adopted version of the Florida Building Code and Florida Mechanical Code.

Mayor Danzinger would like to remove certain language from line 61 and provided that change.

Further discussion took place among the Town Commission and Building Official McGuinness regarding the enclosure and type of enclosure required.

A motion was made by Vice Mayor Rose to extend the meeting 30 minutes until 1:30 a.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:
Eliana Salzhauer spoke against the item.

Mayor Danzinger closed public comment.

The motion carried with a 5-0 vote.

[Ordinance Re Ground and Rooftop Mechanical Equipment - H30A and H30B.doc](#)

First Reading

4B1 Amending Town Code Section 90-67. - Emergency Power Generators - Lillian Arango, Town Attorney

The attached Ordinance for first reading amends Section 90-67 of the Town Code to permit the placement of generators on the rooftop in residential structures located in the H30A and H30B zoning districts, in accordance with screening mitigation

requirements as set forth in Section 90-67.3 of the Code, as may be amended.

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

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

Town Attorney Arango stated that at the a previous meeting this concern came up and that is why this item is before them.

Commissioner Velasquez asked how big the generator is and is there a size requirement.

Mayor Danzinger stated that there are requirements.

Mayor Danzinger opened public comment.

The following individual from the public spoke:
Eliana Salzhauer spoke against the item and asked regarding carbon monoxide poisoning and believes this needs to be studied.

Mayor Danzinger closed public comment.

Mayor Danzinger stated that there are requirements as to where they need to be placed.

Commissioner Velasquez stated that they should keep it furthest away from the house.

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

[Amending Town Code Section 90-67. - Emergency Power Generators.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..

Mayor Danzinger took all public comments for all resolutions at one time.

The following individuals from the public spoke regarding any and all resolution items.

Eliana Salzhauer

Ben Jacobson

5A. Water and Sewer Rate Adjustment - Town Manager, Andrew Hyatt

Town Administration recommends approval of the resolution for a multi-year rate adjustment for water and sewer services for Fiscal Years 2023-2026.

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

Vice Mayor Rose asked Assistant Town Manager Greene if the water fund pays into the general fund.

Assistant Town Manager Greene spoke regarding the fact that it is a self sustaining fund and spoke regarding what the external auditors stated that their negative fund balance needed to be dealt with. He also stated that the general Fund under no circumstances can be moved to the water fund.

Commissioner Velasquez asked what the amount of increase would be.

Assistant Town Manager Greene stated that it would be a 3% on flow and 2% on fix which would be about 2.5 to 3% increase.

Further discussion took place among the Commission and Assistant Town Manager Greene on the increases.

A motion was made by Vice Chair Rose to approve the resolution, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Resolution - Multi-Year Water and Sewer Rate Adjustments FY 2023 through FY 2026.DOCX](#)

[Attachment A - FY 23-26 Water & Sewer Rate Adjustments.pdf](#)

[Water & Sewer Rates 2023 example.pdf](#)

5B. Solid Waste Services Special Assessment Final Rate Resolution - Andrew Hyatt, Town Manager

The Town Administration recommend that the Commission adopt the Annual Rate Resolution for Fiscal Year 2023 to re-impose and collect the annual solid waste assessment.

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

Mayor Danzinger proposed changing the amount under item (d) to \$350.00.

Assistant Town Manager Greene stated that staff has no authority to change that amount and explained the process of when that change can take place based on a set of ordinances.

Commissioner Velasquez asked why should they be subsidizing and absorb it and not charge the residents.

Assistant Town Manager Greene addressed the comment made by Commissioner Velasquez and stated that fund would have to come out of the budget and would have to raise the milage rate.

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

5C. Approving Agreement with Beach Raker, LLC for Beach Cleaning and Maintenance Services Utilizing Terms and Conditions of Village of Key Biscayne Contract No. 2021-11-29

- Andrew Hyatt

Town Administration recommends approval of an agreement with Beach Raker, LLC for beach cleaning and sargassum integration services utilizing the terms and conditions of Village of Key Biscayne Contract No. 2021-11-29, which was competitively procured through the Village of Key Biscayne Request for Proposal (RFP) No. 2021-15, and expend budgeted funds in an amount not to exceed \$171,000.00 per fiscal year (FY) commencing with FY 2023.

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

Mayor Danzinger asked if they have rates from what Bal Harbor is paying similar to us and what kind of services they provide.

Public Works Director Gomez stated that Bal Harbor does currently have a contract with this vendor but have not used them because they started their beach renourishment project. He stated what the Town is requesting.

Commissioner Velasquez asked if one of the three days could be on a weekend day so the beach could be clean.

Public Works Director Gomez stated that they could try and create some time during the weekend.

Mayor Danzinger asked if they could offer an option to purchase the equipment and bring it inhouse and possibly doing it as many times a week we would like by doing it inhouse.

Vice Mayor Rose stated this is being paid by Tourist dollars.

Further discussion took place among the Commission and staff in possibly entering into a 6 month contract while they look into bringing it inhouse and staffing.

A motion was made by Vice Mayor Rose to extend the meeting for 30 minutes (until 2:00 a.m.), seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Mayor Danzinger would like to bring this back with the possibility of bringing it inhouse and only have it as a 6 month contract.

Town Manager Hyatt recommended to have at least a 6 month contract.

Town Attorney Arango stated that if the piggy back contract allows the flexibility to

terminate early we should explore that option.

Commissioner Meisheid asked if it is one vehicle or two separate vehicles.

Public Works Director Gomez stated it is one vehicle with 2 attachments.

Mayor Danzinger passed the gavel.

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

[Resolution Approving Beach Raker for Beach Cleaning And Maintenance Utilizing KB Contract.DOCX](#)

[Exhibit A to Resolution - Cooperative Agreement Between Town and Beach Raker LLC.pdf](#)

[Attachment 1 - Beach Raker LLC Rates Schedule](#)

[Attachment 2 - Surfside Monthly Rate Table](#)

5D. National Childhood Cancer Awareness Month - Mayor Shlomo Danzinger

For the commission to approve a proclamation recognizing September 2022 as National Childhood Cancer Awareness Month.

Please see attached for a draft of the proclamation.

Mayor Danzinger introduced the proclamation that was brought to him from a children's hospital and read the proclamation into the record.

A motion was made by Commissioner Meisheid to approve this proclamation, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Vice Mayor Rose absent from the dais.

[National Childhood Cancer Awareness Month - Sept 2022 .pdf](#)

[Proclamation Certificate Coins and Key to the Town Request - National Childhood Cancer Month.doc](#)

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

Public comments for subjects or items not on the agenda.

Mayor Danzinger opened Good and Welfare.

The following individuals from the public spoke:

Marcio Lucchese spoke regarding code of ethics

Eliana Salzhauer spoke regarding the removing of the sustainability section of the requirements for the planning and zoning board appointees. She thanked the supporters that were out at the rally for prioritizing the environment. She thanked the Commission for the ethics committee coming out.

Julio Rumbaut spoke regarding conflict of interests among the Commission.

Gerardo Vildostegui asked the Commission to come up with a better way of the public commenting on discussion items. He spoke regarding some of the Commission being responsive to emails and commended the Mayor for always responding to emails. He commented on enforcement of having a smoking ban on the beach and enforcement of any of the regulations.

Jennifer Rotker spoke regarding misinformation of marine turtles.

Trisha Fowley spoke regarding sustainability. She spoke about beach raking and code enforcement.

Jeffrey Platt spoke regarding sustainability and destruction of the Town.

Adam Dash spoke regarding how nice Surfside is. He stated that he has been a victim of burglaries and thefts and does not receive follow-up by the Police Department. He stated that they are all connected. He would like to ask the Commission to help him have his cases followed up.

Marisol Krasner spoke regarding the division of the community.

Marta Amieva thanked the Commission for their work and believes in the goodness of others. She stated that they love this Town and would like to keep the beach the way it is.

Camilo Pino spoke regarding the status of the undergrounding which passed on the referendum.

Ben Jacobson spoke regarding resiliency and paper straws and would like an alternative and believes the plastic straws would be better. He spoke regarding beach cleaners. He spoke regarding smart parking and being on the Tourist Board, the Board recommended to move forward with smart parking with a 5-0 vote.

Eli Ginsburg spoke regarding the amounts of complaints that are not ethical that were swamping the Ethics Committee. He spoke regarding inclusivity and if they will be restoring the palm fauns for the Sukkot. He spoke regarding the speaker claiming the Torah as an attack on the Mayor. He thanked the Mayor for reuniting the Commission.

Gloria Rivera spoke regarding protecting the turtles.

Mayor Danzinger closed public comment.

Vice Mayor Rose addressed the comments made regarding beach raking which was passed to clean the beach. He stated that Code has hired new employees and will look at Mr. Dash's cases with the Police and is in support of the palm fauns for Sukkot. He appreciated everyone that came to speak.

Commissioner Landsman responded to the comments made by two of the residents that spoke about him. He stated that they do have different views on items. He also spoke regarding the comment that he does not get back to emails and stated for them to call him. He addressed the comments regarding enforcement on the beach.

Commissioner Meisheid addressed the comments made and stated that they had a sustainability committee and there was an issue with obtaining quorum which is the same

issue with other boards. She spoke regarding increasing the hours of code enforcement. She will follow-up with the burglaries and respect goes two ways.

Commissioner Velasquez addressed the comments made including the burglaries and for him to take that up with the Police Department. She stated that they have a great police force. She spoke regarding the palm fauns for Sukkot. She stated that they will listen to the residents and take their comments under consideration. She stated that the undergrounding is on its way and approved for funding. She stated that next year they will see a lot of work being done on that.

Mayor Danzinger spoke regarding the ethics committee workshop and they were here to educate the residents as to what it pertains to and what constitutes an ethics complaint. He stated that they have added special meetings in order to address the discussion items. He spoke regarding leaf blowers. He spoke regarding sustainability and understory. He addressed the comment made by Mr. Platt regarding the Torah. He stated that there are no special interests here and they want what is best for the Town.

7. Town Manager and Town Attorney Reports

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

Item was deferred to the Special Town Commission Meeting of September 28, 2022.
[2022-09 September Town Manager's Report.pdf](#)

7B. Town Attorney Report - Lillian Arango, Town Attorney

Item was deferred to the Special Town Commission Meeting of September 28, 2022.
[Town Attorney's Report.DOCX](#)

8. Unfinished Business and New Business

Mayor Danzinger would like to request to add the remaining items to the special meeting of September 28, 2022.

Vice Mayor Rose asked if you can add the Town Manager Report, Town Attorney Report and discussion items to the September 28, 2022 special meeting.

9. Mayor, Commission and Staff Communications

9A. Charter Review Board - Lillian Arango, Town Attorney

Charter Review Board Summary for September 13, 2022 Regular Commission Meeting

Item was deferred to the Special Town Commission Meeting of September 28, 2022.
[Exhibit A.docx](#)

9B. Town Manager's Performance Evaluation - Andrew Hyatt, Town Manager

Verbal

Item was deferred to the Special Town Commission Meeting of September 28, 2022.

9C. Beautification of Residential Area Street Signage - Andrew Hyatt, Town Manager

Town administration is seeking direction from the Town Commission on how to proceed with the decorative street signs throughout Town. In order to proceed with the decorative signs, the following actions need to occur:

- Obtain product approval from Miami Dade County
- Enter into an interlocal agreement with Miami Dade County
- Procure sign materials and contractor to perform scope of work

Item was deferred to the Special Town Commission Meeting of September 28, 2022.

[Exhibit A - Surfside Street Name Sign Technical Memorandum](#)

[Exhibit B - Decorative Sign Visual Options](#)

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

Item was deferred to the Special Town Commission Meeting of September 28, 2022.

[Exhibit A - "One Way Pilot Technical Memorandum"](#)

[Exhibit B - "Estimate of Probable Cost for One-Way Trial Implementation"](#)

9E. Hedges in the Right of Way (H30A/H30B) - Shlomo Danzinger, Mayor

For the commission to determine if a revision to the town code is required regarding bushes in the right-of-way for the H30A & H30B zones.

Item was deferred to the Special Town Commission Meeting of September 28, 2022.

9F. Pelican Harbor Seabird Station Donation Request - Commissioner Marianne Meisheid

Continue the Town of Surfside's legacy in donating \$1,000 to their cause of rehabilitating and releasing seabirds, pelican and other wildlife.

Item was deferred to the Special Town Commission Meeting of September 28, 2022.

[Application for Assistance from the Town of Surfside.pdf](#)

[Request Letter of CB.pdf](#)

[2021 990 Pelican Harbor Seabird Station Inc.pdf](#)

[PHSS Consumers Certificate of Exemption 2022-2027.pdf](#)

[2021 PHSS Audited Financials.pdf](#)

[PHSS - IRS Letter of determination.docx](#)

10. Adjournment

A motion was made by Vice Mayor Rose to adjourn the meeting without objection at 1:46 a.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.



Town of Surfside
Special Town Commission Meeting - Budget Hearing
MINUTES
September 28, 2022
5:01 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:02 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, Commissioner Fred Landsman and Commissioner Nelly Velasquez.

Absent:

Also Present: Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene, and Town Attorney Lillian Arango.

1.C Pledge of Allegiance

Chief Torres provided the pledge of allegiance.

2. Discussion Regarding Millage Rate and Budget - Andrew Hyatt, Town Manager

3. Final Millage Rate Adoption Resolution for FY 2023 - Andrew Hyatt, Town Manager

3.A Final Millage Rate Adoption Resolution for FY 2023 - Andrew Hyatt, Town Manager

The Town's Administration recommends approval of the resolution that would adopt the final millage rate for FY 2023.

Assistant Town Manager Greene provided an overview and explanation of the milage rate and budget. He presented the slides which use the end of the budget meetings and hearings. He provided a recap of the taxable values and milage rates. He stated that they are recommending the milage rate to be 4.2. He also showed how much money of the tax dollars go to the Town and other entities. He spoke regarding the summary, with the roll-back rate being 3.7102 and the increase percentage over the 13.20%.

Commissioner Velasquez asked if they would be able to reduce the milage rate at least to a 4.1 or 4.15 since they increased the water bills.

Mayor Danzinger stated that he would love to do that but is unable to do so because of all the projects online and they need the funding.

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

Mayor Danzinger opened public comment.

There were no public speakers.

Mayor Danzinger closed public comment.

A motion was made by Vice Mayor Rose to adopt the final millage rate of 4.2000, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Reso Adopting Final Millage Rate FY 23.docx](#)

4. Public Comments

There were no public speakers.

5. FY 2023 Final Budget Adoption Resolution - Andrew Hyatt, Town Manager

5.A FY 2023 Final Budget Adoption Resolution

The Town's Administration recommends approval of the resolution that would adopt the FY 2023 budget.

Town Manager Hyatt introduced Assistant Town Manager Greene and is looking forward to the new fiscal year.

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

Assistant Town Manager Greene advised the Commission that the Town's Administration recommends approval of the resolution and provided the suggestion of the commission and their adjustments. He stated this goes hand in hand with the milage.

Mayor Danzinger stated that he needed some clarification on some items and asked regarding the capital project funds. He stated that he did not see anything on traffic calming solutions. He also asked regarding the lighting on the paths.

Assistant Town Manager Greene addressed the comment made and that there are no funds for some of those transportation items. He also spoke regarding the lighting on the path and stated that they could amend the budget as appropriate. He stated that they do have the CIP project for the dune renourishment which would add the lights.

Mayor Danzinger asked regarding what is stated on page 56 as it relates to executive staffing.

Assistant Town Manager Greene stated one is the Town Planner and the reorganization of Code Compliance bringing it back under the Town Manager.

Mayor Danzinger asked regarding the radio expenditure and he knows that they agreed to it but asked regarding the P25 Grant and if they could look at using that grant as well.

Police Chief Torres stated he would have to do some more research but could look into it before paying for the purchase. He will look to see if they could use the grant.

Commissioner Velasquez asked if they have a grant writer, if they could use them to look into that.

Assistant Town Manager Greene addressed the comments made regarding the grant.

Mayor Danzinger asked regarding the general fund expenditure on page 83 where it shows executive jumping salaries and thought it was for the Planner but does that take into account for Code.

Assistant Town Manager Greene explained what the details state on page 99 also includes the additional human resources staff.

Mayor Danzinger asked regarding page 83 as it pertains to public safety.

Assistant Town Manager Greene stated that is for major projects including dispatch and the radio system.

Mayor Danzinger asked regarding the legislative budget on page 87 and some of the balances.

Assistant Town Manager Greene explained what the legislative budget entails and the budget closes on Friday.

Mayor Danzinger went over the different line items and stated that the machinery and equipment budget and believes there is a discrepancy with the new employees obtaining \$2,500 in computers and the Commission budget is \$1,000 for them to share.

Assistant Town Manager Greene stated that whatever the elected officials need they will provide for them and if there is no funding they will find the contingency in order

to provide the items.

Mayor Danzinger spoke regarding some line items are not increasing when the cost is going up. He stated that he would hate to come before the Commission for an amendment because they need a computer or something else.

Vice Mayor Rose stated that he is fine with the budget amendment if needed. He stated that he will not be requesting a new computer or phone. He suggested having an office space in Town.

Mayor Danzinger spoke regarding the budget for office supply and believes it should be higher in order to purchase stationary and other items.

Vice Mayor Rose spoke regarding if they need extra funding for items they would need to go to Assistant Town Manager Greene for a budget amendment.

Assistant Town Manager Greene stated if the amount is small they would not need to come back with a budget amendment.

Mayor Danzinger spoke regarding the larger projects including the 96th Street Park.

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

Mayor Danzinger stated that they need to get the priorities correct.

Commissioner Landsman stated that this is to approve the budget which includes the projects.

Vice Mayor Rose stated that he would like to have the conversation of what needs to get done and the priority.

Assistant Town Manager Greene stated that this is to approve the budget and the priorities they could work with the Commission.

Town Manager Hyatt stated that when this Commission came in they provided their top priorities and they are all equal in priority and each one takes a certain amount of time and process.

Commissioner Meischeid asked if they need more staff.

Town Manager Hyatt stated no, it is the type of project and they give it equal amount of time and priority.

Commissioner Velasquez provided her comments regarding the importance of the undergrounding and Abbott Avenue drainage projects.

A motion was made by Vice Mayor Rose to adopt the final budget, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

6. Public Comments

There were no public speakers.

Vice Mayor Rose commended the Public Works staff for keeping the streets dry during this storm.

Mayor Danzinger agrees and spoke regarding the main breakage and thanked them for doing a great job in fixing it.

7. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Landsman to adjourn the meeting at 5:38 p.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.



**Town of Surfside
Special Town Commission Meeting
MINUTES
September 28, 2022
6:00 PM
Commission Chambers**

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 6:05 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 Nelly Velasquez, Commissioner Marianne Meisheid and Commissioner Fred Landsman.

Also Present: Town Manager Andrew Hyatt, Town Attorney Lillian Arango, and Assistant Town Manager Jason Greene.

1.C Pledge of Allegiance

Senator Jason Pizzo provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

Mayor Danzinger recognized Senator Jason Pizzo, Israeli Consultant Maor Elbaz-Sharinsky and Bal Harbor Mayor Gabriel Groisman.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to move item 2.1 (Town of Surfside Sister city Resolution Approval and Key to the Town Request) up to be heard before item 2.A (Ratification of Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (ASFCME Florida Council 79)), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

2.A Ratification of Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (AFSCME Florida Council 79) - Andrew Hyatt, Town Manager

It is recommended that the Town Commission adopt the Resolution approving the Collective Bargaining Agreement with AFSCME Florida Council 79.

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

Mayor Danzinger stated that he will open up public comment for all the discussion items.

The following individuals from the public spoke:

George Kousoulas spoke regarding sprucing up the street signs and come up with a more comprehensive plan. He spoke regarding the walkability item. He spoke regarding the hedges and what they want the community to look like. He spoke in support of the Pelican Harbor donation.

Eliana Salzhauer stated that it is important that there is no one opinion on the items. She stated that these are issues for years and solutions they tried for years and failed. She spoke regarding flooding being more important then street signs.

Mayor Danzinger closed public comment.

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

[Resolution Approving CBA.docx](#)

[AFSCME CBA - Final.docx.pdf](#)

2.B Town Manager's Report - Andrew Hyatt, Town Manager

Town Manager Hyatt provided the Town Manager's Report and provided an overview of the upcoming projects.

Commissioner Velasquez asked if they will be doing an outreach to get the residents input.

Town Manager Hyatt stated that they will do an outreach and charettes.

Mayor Danzinger stated that this Commission is looking to see what the residents would like and stated that there are more individuals that are in support then the 20 that show up at the meetings. He spoke regarding the importance of having walkability and have the trial implemented.

Commissioner Velasquez stated that 90th Street was a disaster.

Mayor Danzinger stated that many loved it including himself. He stated that when they did this project it was a relief.

Commissioner Meischeid asked what the plans are for staffing the Building Department and the online application process.

Town Manager Hyatt addressed the comments made by Commissioner Meischeid

and introduced the new Town Planner Judith Frankel.

Commissioner Landsman addressed the comments made and concerns regarding the walkability project. He stated that they have not made any decisions on the one-way and what they requested was ways to improve walkability.

Vice Mayor Rose asked where are they with the beach chairs, tot lot, tennis center, walkability, downtown, and street ends. He stated that these were approved and nothing has been done. He asked if they could have a start date and completion date on these projects and hold someone accountable. He spoke regarding prioritizing and what becomes frustrating is that they want to see shovels in the ground. He gave the example of undergrounding. He suggested having a list of start dates for the projects. He spoke regarding the improvement of walkability in Town and stated that will cut the traffic down.

Mayor Danzinger spoke regarding pedestrian walkability and they pushed for that in April and they still have not received the information they requested and stated the same thing with other projects. He has not seen anything on the items they voted on.

Commissioner Velasquez agrees.

Mayor Danzinger stated that there is consensus by the Commission to have a project tracking mechanism.

Commissioner Velasquez asked to add the roundabouts and that would help with the walkability and will slow the cars.

Town Manager Hyatt stated that it is his responsibility and he works at the will of the Commission and if they are not satisfied with him they know what to do.

Commissioner Velasquez asked if they do one way streets are they going to do the avenues as well because many would like to see Byron closed.

Mayor Danzinger stated that the State and the County will not allow that.

Further discussion took place among the Commission regarding the different pending projects.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to have staff create a project schedule to track the projects, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[2022-09 September Town Manager's Report.pdf](#)

2.C Town Attorney Report - Lillian Arango, Town Attorney

Town Attorney Arango provided the Town Attorney's Report and listed all the items they worked on. She also spoke regarding the FAA lawsuit.

Commissioner Velasquez asked regarding the noise study that was done and what were the results.

Town Attorney Arango stated that it was not able to be heard under appeal. There was an attempt to have it heard but was not accepted by the court. She summarized the motions pending for review.

Mayor Danzinger asked how much that would cost.

Town Attorney Arango stated it would be about \$10,000 for attorney's fees and \$2,000 in costs and there is less than a 10% of success. She explained the number of judges it would have to go before.

Mayor Danzinger stated that they all understand that you will not beat the federal government and the FAA did do everything the way they were supposed to. He stated he has no desire to continue fighting this.

Vice Mayor Rose stated that if Indian Creek with deep pockets are not fighting it, then we shouldn't.

Commissioner Landsman stated he agrees not to move forward.

A motion was made by Vice Mayor Rose to allow the FAA lawsuit to sunset, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Town Attorney Arango stated that there are more litigation cases in the report and if they have any other questions.

Town Attorney Arango stated on the Gallagher case, the court granted the Town's motion requiring the petitioner to file the amended petition and she has until October 3rd.

Commissioner Meischeid stated that they should have heard from her by September 6 and they provided her more time.

Town Attorney Arango addressed the comment made by Commissioner Meischeid.

Town Attorney Arango continued with the summary of her report.

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

2.D Charter Review Board - Lillian Arango, Town Attorney

Charter Review Board Summary for September 13, 2022 Regular Commission Meeting

Town Attorney Arango provided an overview of the item and advised the Commission the requirements of the Board. She stated that this needs to be ready by December of this year. She outlined the procedures and timeline and she attached the code section. She stated that the charter requires that every 10 years

there should be a charter review and each Commissioner must appoint 1 member ratified by the entire commission. She suggested having those appointments by December or November. She stated that in January the committee will meet and they would nominate a board chair and vice chair as well as having a sunshine orientation. She went over the timeline.

Mayor Danzinger asked if a member can be appointed that is not a resident.

Town Attorney Arango stated that per the code the appointments must be a resident and a Miami Dade County elector.

Commissioner Landsman stated that they would want residents that live in Surfside on this board. He asked if they would have to do a resolution to have it in October instead of December.

Town Attorney Arango stated that you do not need a resolution now and they could bring their appointments to the October meeting.

Mayor Danzinger asked if they appoint in October can they start prior to December.

Town Attorney Arango stated that the timeline is stated in their charter. She stated that the process needs to start in December of 2022. She stated that there is nothing wrong in making the appointments prior to December.

Commissioner Velasquez asked if this goes before the residents to vote.

Town Attorney Arango stated that the Commission will decide which ones go to the voters.

[Exhibit A.docx](#)

2.E Beautification of Residential Area Street Signage - Andrew Hyatt, Town Manager

Town administration is seeking direction from the Town Commission on how to proceed with the decorative street signs throughout Town. In order to proceed with the decorative signs, the following actions need to occur:

- Obtain product approval from Miami Dade County
- Enter into an interlocal agreement with Miami Dade County
- Procure sign materials and contractor to perform scope of work

Town Manager Hyatt introduced Public Works Director Gomez to provide an summary of the item.

Public Works Director Gomez provided a summary of the item and went over the framework and ideas in order to obtain clear direction on how to move forward.

Commissioner Velasquez asked regarding the options and range.

Public Works Director Gomez addressed the comments made by Commissioner

Velasquez as to the options and price range. He stated that they would have to go out for bids.

Vice Mayor Rose asked if they put these down and then they do the undergrounding would they have to be removed and reinstalled.

Public Works Director Gomez stated they would have to be removed and reinstalled.

Vice Mayor Rose asked if it is possible that they could cast it with a turtle.

Public Works Director Gomez stated that would be more costly.

Commissioner Landsman asked regarding the time frame.

Public Works Director Gomez spoke regarding the time frame and specifics.

Further discussion took place among the Commission regarding the item and different options.

A motion was made by Vice Mayor Rose to move forward with the project and bring back more options for the next meeting and have staff negotiate an interlocal agreement with Miami Dade County, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to have a 5 minute break at 8:56 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Exhibit A - Surfside Street Name Sign Technical Memorandum](#)

[Exhibit B - Decorative Sign Visual Options](#)

2.F Update on Improving Walkability and Pedestrian Safety within Residential Area - Andrew Hyatt, Town Manager

The meeting resumed at 9:06 p.m.

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

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

Public Works Director Gomez provided an update on the item. He stated that they have a project schedule and data collection schedule.

Commissioner Velasquez spoke regarding the one way where Publix supermarket is and she would like it opened up in order to have better traffic flow.

Vice Mayor Rose asked regarding 89th and 90th and could they be shut as dead end streets at Harding.

Public Works Director Gomez addressed the comments made.

Commissioner Velasquez is in agreement.

Commissioner Meisheid commented on the one way on 95th Street and you must allow people to shop and that is her concern.

Commissioner Velasquez suggested leaving the downtown district area a two-way street.

Public Works Director Gomez provided the process of the County review and approval.

After a lengthy discussion among the Commission and Public Works Director Gomez regarding the study and the pilot program the following motion was made.

A motion was made by Vice Mayor Rose to include the dead ends and passive gating as part of the solutions to be contemplated by the company as they put together the data, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

[Exhibit A - "One Way Pilot Technical Memorandum"](#)

[Exhibit B - "Estimate of Probable Cost for One-Way Trial Implementation"](#)

2.G Hedges in the Right of Way (H30A/H30B) - Shlomo Danzinger, Mayor

For the commission to determine if a revision to the town code is required regarding bushes in the right-of-way for the H30A & H30B zones.

Mayor Danzinger introduced the item and gave a background analysis why the item came about. The idea is to modify the current code but access must be available to the Town with the underground project.

Vice Mayor Rose asked if they do the undergrounding and then rip up some of the hedges would they put it back at the property line the way it was.

Mayor Danzinger stated that it will be put back as it was before.

Public Works Director Gomez stated that landscape is not deemed part of the cost.

Mayor Danzinger stated that he was told it would be put back.

Public Works Director Gomez stated that if they are hedges that were in an illegal area then they will not be put back.

Mayor Danzinger stated that there needs to be more clarity to the residents because that is not what was introduced to them.

Commissioner Landsman stated that was not what was mentioned to the public. He spoke regarding some of the hedges that were allowed to grow to the right of way and now they are suggested to trim them back and they do not want to do that.

Mayor Danzinger stated that there are residents that planted the hedges to the edge of the curb and there needs to be a process for consistency.

Commissioner Meischeid agrees there should be a consistent and coherent policy.

Vice Mayor Rose stated if you put it on the property line you can have it higher in the air and you wouldn't want it too high if they are planting it to the property line.

Commissioner Velasquez stated that most cars have blind side monitoring.

Commissioner Landsman asked if his suggestion is to change the code to allow hedges to be planted up to the right of way.

Mayor Danzinger suggested that being his opinion.

Code Compliance Manager Sanchez-Alborna stated that if they add that provision to the Code it would make it easier for them but they must leave clearance for view from the driveway.

Commissioner Velasquez stated that she does not think the height has anything to do with that but the fact that it is being planted to the right of way.

Code Compliance Manager Sanchez-Alborna suggested clearance in the height and safety.

Town Planner Frankel stated that if things stay in the property it is easier then if it is on the right of way it becomes more of a problem for Code Compliance. She stated that it will become a visibility issue. She cautioned them putting anything like this in code because we could be liable for things that could come up.

Mayor Danzinger stated that they are then back to square one.

Town Planner Frankel suggested to advise the homeowners that this is a transitioning period due to the undergrounding and advise them of the code.

Commissioner Landsman stated that these hedges could be trimmed back.

George Kousoulas spoke as a subject matter expert on the item.

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

Mayor Danzinger passed the gavel.

Town Attorney Arango provided what other municipalities do and that would be a suggestion to also do since there will be the undergrounding project coming forward.

A motion was made by Mayor Danzinger to have the Town Attorney to come back with an ordinance amending the existing sections to allow landscape/bushes to be planted in the right of way, town will have access to the property, include the sight

Minutes

Special Town Commission Meeting
Wednesday, September 28, 2022

triangle, limit the height and the homeowners sign a hold harmless agreement, seconded Commissioner Velasquez. The motion carried with a 5-0 vote.

2.H Pelican Harbor Seabird Station Donation Request - Commissioner Marianne Meischeid

Continue the Town of Surfside's legacy in donating \$1,000 to their cause of rehabilitating and releasing seabirds, pelican and other wildlife.

Commissioner Meischeid introduced the item.

A motion was made by Commissioner Meischeid to approve the \$1,000 donation and bring back at the next meeting a resolution ratifying the donation, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Velasquez requested to move the October 12, 2022 meeting to October 18, 2022.

Town Attorney Arango advised Commissioner Velasquez that she cannot discuss the change in meeting dates since this is a special commission meeting and only items on the agenda are allowed to be discussed.

Town Clerk McCready stated that the regularly scheduled meeting is October 11th and that is the actual Jewish holiday and that is why they moved it to October 12th which is not a holiday.

Town Attorney Arango stated they cannot discuss this item at this meeting because this is a special meeting.

[Application for Assistance from the Town of Surfside.pdf](#)

[Request Letter of CB.pdf](#)

[2021 990 Pelican Harbor Seabird Station Inc.pdf](#)

[PHSS Consumers Certificate of Exemption 2022-2027.pdf](#)

[2021 PHSS Audited Financials.pdf](#)

[PHSS - IRS Letter of determination.docx](#)

2.I Town of Surfside Sister City Resolution Approval and Key to the Town Request - Shlomo Danzinger, Mayor

For the commission to approve the resolution of the town of Surfside, Florida, establishing a sister city relationship with the region of Shomron, Israel as a sister city to the Town of Surfside, Florida.

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

Mayor Danzinger introduced the item and read an introduction statement into the record.

Senator Jason Pizzo spoke regarding his support for this item and about his recent trip to Israel. He spoke regarding the relief of pain and struggle when they heard that

IDF arrived at the collapse. He also stated that Senator Shevrin Jones just got back from a trip to Israel.

Consult of Israel spoke regarding the item and thanked the Mayor. He pledged his commitment to any decision for the Sister City will not have any affect on the peace agreement. He gave a history of the region of Shomron, Israel. He urges the community to support.

Mayor Gabriel Groisman, Bal Harbor, provided his support on this item and the Sister City is very important.

Mayor Danzinger stated that there were some parents that lost their children at the collapse but they were unable to attend due to the weather. He asked Town Clerk to read the letters in support from U.S. Senator Rick Scott and U.S. Senator Marco Rubio.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Jeffrey Platt stated that he would rather it be a city and not an illegal area of thrown together settlements.

Eliana Salzhauer stated that the letters of support is a political statement. She spoke against the item.

Judy Martinez read a statement from the Jewish Boys for Peace South Florida Chapter in objection to this item.

Jennifer Hill spoke against the item.

Diana Gonzalez spoke against the item and does represent everyone in Town.

Darold Arnold spoke against the item and proposal.

_____ Jewish _____ spoke in support of the item and stated that those that speak against it do not understand the importance of this item.

Rose Reinfeld spoke against the item.

Andy Baliff stated that in Israel everyone works together and he respects the Commission and spoke in support of the item. He stated that Israel came within 2 days of the collapse and believes it is a wonderful thing to do.

Joshua Epstein spoke against the item.

Sara Jacobs spoke against the item.

Ben Jacobson spoke in support of the item and the shown of support from not only republican but also democrat politicians. He spoke regarding the history of this item and is appalled at the anti-Semitism he is seeing in this Town.

Charlotte Aseltky stated that her husband is Palestinian and stated her children are Muslim. She asked how her Palestinian family and Muslim children be treated in that region. She spoke against the item.

Joseph Alony and founder Strong for Surfside addressed comments made by other public speakers and spoke in support of the item.

Eve Stieglek addressed comments made by a public speaker and this is very important and in support of the item. She suggested having the hotels show some of the wines from the Shomron winery.

Nadalv Narchovy spoke in support of the item.

Mayor Danzinger asked the resident that moved to Surfside from the region to come

up and speak.

Shaked Rogo stated he moved to Surfside about a month ago and served with the Israeli military and spoke in support of the item. He thanked the Mayor and the community.

Mayor Danzinger closed public comment.

Mayor Danzinger read a statement into the record regarding the day of the collapse and the Israeli coming to Surfside to help. He stated this region is not controversial nor illegal as stated by some.

Mayor Danzinger passed the gavel.

Vice Mayor Rose took the gavel.

Commissioner Landsman stated he did some research on the region and area and two other Cities in New York that have Sister Cities with this region. He stated that he has had spirited communication with residents and even his family on this item. He stated that he keeps tabs on who supports it and who are against it. He stated that he received 60 in support and 20 against. He stated he recognizes the political aspect and understands some people will not be happy with the decision. He wanted to bring to the attention to the residents that you can have many relationships with different sister cities.

Commissioner Meischeid appreciates everyone's opinions. She has received several emails and several conversations for and against the item. She does believe this sister city community came to our assistance at the time we needed it.

Commissioner Velasquez thanked the Israeli government for their assistance during the collapse. She supports the State of Israel and has no issue with this but just the location which seems to be controversial. She has questions regarding this sister city pact and one is how does this benefit the Town of Surfside and will there be financial obligation to the Town like paying for any of the member of the Commission to Israel paid by our tax payers.

Mayor Danzinger stated that there is no financial obligation.

Commissioner Velasquez asked if there is any financial obligation in the future would it have to come before the Commission and is that stated in the resolution. She stated that there should be some form of financial amount in the resolution if there will be money spent. She also asked why this city in particular.

Mayor Danzinger stated that in other resolutions there would be funding stated but this one does not have it because there are no expenses to be approved. He stated that if Commissioner Velasquez wants to add funding to the resolution, she can add it. He addressed the question regarding why he chose this city and it is because the amount of terror attacks this city suffers and the Colonel of the Israeli Defense Force came from this region. He stated that he received 128 emails in support.

Vice Mayor Rose thanked all the residents that came out and he is in support of this item. He stated that he prefers to be on the news for supporting this and being in the news for shooting the middle finger.

A motion was made by Mayor Danzinger to approve the resolution as amended adding the \$500.00 cap in spending with any additional funds having to come before the Commission and approving the key to the Town, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Shomron Sister City Resolution.pdf](#)

[Key Request for Shomron.pdf](#)

3. Adjournment

There being no further business to discuss before the Commission a motion was made by Vice Mayor Rose to adjourn the meeting at 10:16 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.



MEMORANDUM

ITEM NO. 3B.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Authorization to Execute Florida Department of Transportation (FDOT) Utility Work by Highway Contractor Agreement (UWHCA) and Approval for Fiscal Year 2023 Expenditure of Funding towards Utility Valve Adjustments as part of FDOT Project Number 443899**

Town administration recommends Town Commission approval to execute Utility Work by Highway Contractor Agreement (UWHCA) with FDOT and expend a total of \$53,240.00 towards utility valves and manhole adjustments by FDOT procured contractor. Funding was approved in Fiscal Year 2023 budget.

As part of FDOT Project Number 443899, to commence in Fiscal Year 2023, the entirety of Harding Avenue within the Town limits will be milled and resurfaced. Also various sidewalk American Disability Act (ADA) defects will be corrected. The majority of the work will occur in the evening hours in order to not impact day time traffic. As a result, multiple Town owned utility valves, manholes, and meter boxes will need to be adjusted to the new roadway elevations.

Since the Public Works Department is limited in personnel resources and coverage of day time operations is essential, the Town is seeking to enter into an agreement with FDOT so that affiliated scope of work with the FDOT project is properly handled and managed.

[Resolution Approving FDOT Utility Work Agreement.DOCX](#)

[UWHC Lump Sum Agreement](#)

[Pricing Exhibit.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR UTILITY VALVE ADJUSTMENTS TO TOWN-OWNED UTILITY FACILITIES ON STATE ROAD A1A IN CONNECTION WITH FDOT PROJECT NO. 443899; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) owns certain utility facilities, including meter boxes, manholes, and valves, which are located on the public road on State Road A1A, Harding Avenue, within the Town limits (the “Town Utility Facilities”); and

WHEREAS, the State of Florida Department of Transportation (“FDOT”) is currently engaging in FDOT Project No. 443899 which involves milling, resurfacing, and other improvements located on Harding Avenue (the “Project”); and

WHEREAS, as a result, the Town Utility Facilities will need to be adjusted to the new roadway elevations (the “Utility Work”); and

WHEREAS, FDOT requires that the Town enter into the Utility Work By Highway Contractor Agreement, in substantially the form attached hereto as Exhibit “A,” for the Utility Work (the “Agreement”); and

WHEREAS, pursuant to the Agreement, FDOT requires that the Town pay for the cost of the Utility Work in the amount of \$53,240; and

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Expend Funds. The Town Commission approves and authorizes the Agreement in substantially the form attached hereto as Exhibit "A," together with such changes as may be acceptable to the Town Manager and Town Attorney. The expenditure in the amount of \$53,240 is hereby authorized.

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 FDOT 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. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of October, 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:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 443899-1-56-02	Federal Project ID: D622 036 b
Financial Project ID: 443899-1-52-01	
Financial Project ID:	
Financial Project ID:	
County: Miami-Dade	State Road No.: A1A
District Document No: N/A	
Utility Agency/Owner (UAO): Town of Surfside	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and **Town of Surfside**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as _____, State Road No. _____, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

- a. The **UAO** will, at least thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$ 53,240.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

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

If to the **FDOT**:

Xenia Rodriguez
District Utility Administrator
1000 NW 111 Ave.
Miami, FL 33172

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Town of Surfside

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: Daniel Iglesias, PE)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

EXHIBIT A

**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT FOR LUMP SUM VALVE
AND MANHOLE PAYMENT CALCULATION**

DATE: 07/26/2022

UTILITY AGENCY OWNER: TOWN OF SURFSIDE

PROJECT FPID: 443899-1-52-01

PROJECT LIMITS: SR A1A HARDING AVE/ABBOTT AVE FROM N OF 96TH ST TO INDIAN CREEK DR

PLANS DATED: 11/05/2021

Please refer to sheet 2 for a detailed listing of facilities to be adjusted as required

<u>Quantity</u>	<u>Description (Pay Item #)</u>	<u>Unit Price</u>	<u>Total Price</u>
30	Valves (1080-24-500)	\$850.00	\$25,500.00
18	Manholes (1060-15)	\$1,200.00	\$21,600.00
2	Water Meter Boxes (1080-21-500)	\$650.00	\$1,300.00

Sub-Total	\$ 48,400.00
Contingency (10%)	\$ 4,840.00
Total:	\$ 53,240.00

EXHIBIT A

PROJECT FPID: 443899-1-52-01

PROJECT LIMITS: SR A1A HARDING AVE/ABBOTT AVE FROM N OF 96TH ST TO INDIAN CREEK DR

PLANS DATED: 11/05/2021

UAO REVIEWER: HECTOR GOMEZ

ITEM	SHEET	STATION	OFFSET	TYPE OF FACILITY	COMMENTS
1	31	130+90	LT	Meter box	
1A	31	130+83	LT	Sanitary manhole	
2	32	132+45	LT	Water valve	
3	32	132+50	LT	Water valve	
4	32	132+50	RT	Sanitary manhole	
5	32	132+80	LT	Water valve	
6	32	133+05	LT	Sanitary manhole	
7	32	135+05	LT	Sewer cleanout valve	
8	32	135+60	LT/RT	Sanitary manhole	
9	32	137 +00	LT	Sewer cleanout valve	
10	33	137+60	RT	Meter box	
11	33	138+00	LT	Water valve	
12	33	138+30	LT	Water valve	
13	33	138+30	LT	Water valve	
14	33	138+40	RT	Sanitary manhole	
15	33	138+60	RT	Water valve	
16	33	141+20	RT	Sanitary valve	
17	33	142+25	LT	Sanitary manhole	
18	34	145+15	RT	Sanitary valve	
19	34	145+45	RT	Sanitary manhole	
20	34	146+15	LT	Water valve	
21	34	148+00	LT	Sanitary valve	
22	35	148+70	RT	Sanitary manhole	
23	35	150+40	LT	Water valve	
24	35	150+60	RT	Water valve	
28	35	152+05	LT/RT	Sanitary manhole	
29	36	155+50	LT	Sanitary manhole	
30	36	157+40	RT	Water valve	
31	36	158+20	LT	Sanitary valve	
32	36	159+30	LT	Sanitary valve	
33	36	159+55	LT/RT	Sanitary manhole	

34	37	161+20	RT	Sanitary valve	
35	37	163+40	RT	Water valve	
36	37	163+40	LT	Water valve	
37	37	163+55	LT/RT	Sanitary manhole	
38	37	163+70	RT	Water valve	
39	38	167+55	LT/RT	Sanitary manhole	
40	38	170+20	RT	Water valve	
41	38	170+23	RT	Water valve	
42	38	170+25	RT	Water valve	
42A	38	170+45	LT	Sanitary manhole	
43	38	171+55	RT/LT	Sanitary manhole	
44	39	174+00	LT	Sanitary valve	
44A	39	175+53	RT/LT	Sanitary manhole	
45	39	176+85	RT	Water valve	
45A	70	179+54	RT/LT	Sanitary manhole	
46	40	179+80	RT	Sanitary valve	
47	40	182+55	RT	Sanitary manhole	
48	40	183+20	RT	Water valve	
49	40	183+45	RT	Water valve	



MEMORANDUM

ITEM NO. 3C.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Authorization to Expend Towards AT&T Cost Proposal for Initial Engineering and Cost Estimate Preparation for Utilities Undergrounding Project for Phase I, Phase II and Phase III**

Town administration recommends approval of an authorization to expend a total of \$145,000 per AT&T proposal numbers 219428, 221126, and 221127 dated August 23, 2022 for binding cost estimate and initial engineering of AT&T specific communication infrastructure as part of the utilities undergrounding project.

At the April 12 2022 General Commission meeting, Town Administration was authorized to proceed with the utilities undergrounding project and to coordinate the various action items required. As a result, HPF Associates, Inc., Town Consultant, coordinated with AT&T to obtain a proposal for initial engineering and binding cost estimate for the undergrounding of AT&T specific infrastructure. The \$145,000 in proposals break down as follows:

- Phase I, Work Order Number 219428, \$60,000
- Phase II, Work Order Number 221126, \$50,000
- Phase III, Work Order Number 221127, \$35,000

As a deliverable, AT&T will provide initial engineering towards the project, binding cost estimate, and a contract agreement for the Town to proceed with towards undergrounding AT&T owned infrastructure.

[Resolution Approving AT&T Cost Proposals.docx](#)

[Surfside ATT Authorization to Quote CR219428 Phase 1](#)

[Surfside ATT Authorization to Quote CR221126 Phase 2](#)

[Surfside ATT Authorization to Quote CR221127 Phase 3](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING EXPENDITURE OF FUNDS TO AT&T FOR QUOTATION DEVELOPMENT AND ENGINEERING PREPARATION CHARGES REQUIRED IN CONNECTION WITH PREPARATION OF SPECIAL CONSTRUCTION ESTIMATES FOR THE UTILITIES UNDERGROUNDING PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 3, 2020, the Town of Surfside (“Town”) electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

WHEREAS, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which authorized the Town Manager to engage a consultant for the initial phase project management support in connection with the Utilities Undergrounding Project (“Services”); and

WHEREAS, pursuant to Resolution No. 2020-2752 adopted on January 14, 2021, the Town engaged HPF Associates, Inc. (the “Consultant”) for the initial phase of the Services; and

WHEREAS, on March 15, 2022, the Town electorate approved a ballot/referendum question to authorize the issuance of General Obligation Bonds for the utility undergrounding project; and

WHEREAS, the Consultant coordinated with AT&T to obtain costs proposals for initial quotation development and engineering preparation charges necessary to provide special construction estimates for the undergrounding of AT&T specific infrastructure; and

WHEREAS, AT&T requires one-time, non-refundable quotation development and engineering preparation charges in the total amount of \$145,000 for phases 1, 2 and 3,

that must be paid in advance to AT&T for the development of special construction estimates; and

WHEREAS, the charges due to AT&T for the three phases of the Project are as follows: Phase 1, Work Order Number 219428, with a cost of \$60,000, (2) Phase 2, Work Order Number 221126, with a cost of \$50,000, and (3) Phase 3, Work Order Number 221127, with a cost of \$35,000 (the “Charges”); as detailed in the quotations attached hereto as composite Exhibit “A” (the “Quotations”) and

WHEREAS, the Town Administration is seeking authorization to engage with AT&T and expend funds in the total amount of \$145,000 for the Charges towards the special construction estimates for undergrounding of AT&T facilities; and

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approving and Authorizing Expenditure of Funds to Engage AT&T. The Town Commission approves and authorizes a total expenditure of \$145,000.00 to AT&T for the Charges in order to secure a special construction estimate in connection with the undergrounding of AT&T utilities in the Town, as set forth in the Quotations attached hereto as composite Exhibit “A”.

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Charges and AT&T Quotations and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 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:

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



AUTHORIZATION TO PREPARE QUOTE

Date: 8/25/2022

Please fill in all customer related information

Billing Party's Name:	Town of Surfside, FL
Billing Street Address:	9293 Harding Ave
Billing City, State & Zip:	Surfside, FL 33154
Billing Contact Name:	Paul T. Abbott
Title:	Owners Representative
Contact Number:	305-773-6255
Alternate Number:	
Email Address:	ptgbhtl@aol.com
Site Address: Town of Surfside	
Description of Work Requested: Town wide overhead to underground conversion	

AT&T has received a request to perform Custom Work:

AT&T Customer Request #: 219428

In accordance with the state tariffs, a one-time, non-refundable quotation development and engineering preparation charge of \$60,000 must be paid in advance to AT&T to offset the expenditures incurred for providing the special construction estimate. After this payment is received, AT&T will proceed with developing the estimate of charges for the special construction associated with your request. AT&T has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote. After the special construction estimate of charges has been developed, a contract with this information will be provided to you for your approval. Once the agreement to the special construction charge is confirmed by returning the original signed contract and full payment, AT&T will schedule the work to meet your request. This estimate preparation payment along with this signed authorization; should be returned to the address noted before AT&T will proceed with the work.

Customer Authorization



I have requested and authorized AT&T upon receipt of the \$60,000 payment mentioned above, to prepare a cost estimate associated with making changes to AT&T's existing network on my behalf. I understand that I am responsible for any additional quotation development and engineering preparation costs that AT&T incurs beyond the \$60,000 payment in the above paragraph, in connection with preparing this cost estimate even if I choose to cancel the request prior to receiving the cost estimate. I also understand that, once I obtain the cost estimate for the special construction work, I am not obligated to proceed with the work. I further understand that if I proceed with the requested work, the engineering charges are included as part of those costs.

AT&T Customer Request #: 219428

Signature PT Abbott	Date 8-22-2022
Name Paul T Abbott	Title Owner Representative

Please send check payable to AT&T CWO, along with this signed agreement to:

AT&T CWO
ATTN: 219428
220 Wisconsin Ave, Flr 2
Waukesha, WI 53186

Prepared By: David O'Boyle
Title: CWO Manager-Customer Contract Specialist
Phone Number(s): 414-553-6871
Email Address: dw195b@att.com



AUTHORIZATION TO PREPARE QUOTE

Date: 8/25/2022

Please fill in all customer related information

Billing Party's Name:	Town of Surfside Florida
Billing Street Address:	9293 Harding Ave.
Billing City, State & Zip:	Surfside FL 33154
Billing Contact Name:	Paul T. Abbott
Title:	Owners Representative
Contact Number:	305-773-6255
Alternate Number:	
Email Address:	ptgbhtl@aol.com
Site Address: Town of Surfside	
Description of Work Requested: Town wide overhead to underground conversion	

AT&T has received a request to perform Custom Work:

AT&T Customer Request #: 221126

In accordance with the state tariffs, a one-time, non-refundable quotation development and engineering preparation charge of \$50,000 must be paid in advance to AT&T to offset the expenditures incurred for providing the special construction estimate. After this payment is received, AT&T will proceed with developing the estimate of charges for the special construction associated with your request. AT&T has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote. After the special construction estimate of charges has been developed, a contract with this information will be provided to you for your approval. Once the agreement to the special construction charge is confirmed by returning the original signed contract and full payment, AT&T will schedule the work to meet your request. This estimate preparation payment along with this signed authorization; should be returned to the address noted before AT&T will proceed with the work.

Customer Authorization



I have requested and authorized AT&T upon receipt of the \$50,000 payment mentioned above, to prepare a cost estimate associated with making changes to AT&T's existing network on my behalf. I understand that I am responsible for any additional quotation development and engineering preparation costs that AT&T incurs beyond the \$50,000 payment in the above paragraph, in connection with preparing this cost estimate even if I choose to cancel the request prior to receiving the cost estimate. I also understand that, once I obtain the cost estimate for the special construction work, I am not obligated to proceed with the work. I further understand that if I proceed with the requested work, the engineering charges are included as part of those costs.

AT&T Customer Request #: 221126

Signature PT Abbott	Date 8-22-2022
Name Paul T. Abbott	Title Owner Representative

Please send check payable to AT&T CWO, along with this signed agreement to:

AT&T CWO
ATTN: 221126
220 Wisconsin Ave, Flr 2
Waukesha, WI 53186

Prepared By: David O'Boyle
Title: CWO Manager-Customer Contract Specialist
Phone Number(s): 414-553-6871
Email Address: dw195b@att.com



AUTHORIZATION TO PREPARE QUOTE

Date: 8/25/2022

Please fill in all customer related information

Billing Party's Name:	Town of Surfside Florida
Billing Street Address:	9293 Harding Ave.
Billing City, State & Zip:	Surfside FL 33154
Billing Contact Name:	Paul T. Abbott
Title:	Owners Representative
Contact Number:	305-773-6255
Alternate Number:	
Email Address:	ptgbhtl@aol.com
Site Address: Town of Surfside	
Description of Work Requested: Overhead to underground conversion	

AT&T has received a request to perform Custom Work:

AT&T Customer Request #: 221127

In accordance with the state tariffs, a one-time, non-refundable quotation development and engineering preparation charge of \$35,000 must be paid in advance to AT&T to offset the expenditures incurred for providing the special construction estimate. After this payment is received, AT&T will proceed with developing the estimate of charges for the special construction associated with your request. AT&T has the right to apply more applicable engineering preparation fees for any large, complex and/or unique projects that will require excessive engineering hours to develop a detailed cost quote. After the special construction estimate of charges has been developed, a contract with this information will be provided to you for your approval. Once the agreement to the special construction charge is confirmed by returning the original signed contract and full payment, AT&T will schedule the work to meet your request. This estimate preparation payment along with this signed authorization; should be returned to the address noted before AT&T will proceed with the work.

Customer Authorization



I have requested and authorized AT&T upon receipt of the \$35,000 payment mentioned above, to prepare a cost estimate associated with making changes to AT&T's existing network on my behalf. I understand that I am responsible for any additional quotation development and engineering preparation costs that AT&T incurs beyond the \$35,000 payment in the above paragraph, in connection with preparing this cost estimate even if I choose to cancel the request prior to receiving the cost estimate. I also understand that, once I obtain the cost estimate for the special construction work, I am not obligated to proceed with the work. I further understand that if I proceed with the requested work, the engineering charges are included as part of those costs.

AT&T Customer Request #: 221127

Signature PT Abbott	Date 8-22-2022
Name Paul T. Abbott	Title Owner Representative

Please send check payable to AT&T CWO, along with this signed agreement to:

AT&T CWO
ATTN: 221127
220 Wisconsin Ave, Flr 2
Waukesha, WI 53186

Prepared By: David O'Boyle
Title: CWO Manager-Customer Contract Specialist
Phone Number(s): 414-553-6871
Email Address: dw195b@att.com



MEMORANDUM

ITEM NO. 3D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2022
Subject: **Fiscal Year 2023 Budget Amendment Resolution No. 1**

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 2023 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 2023 actual revenues and expenditures and recommends a change to the FY 2023 Annual Budget is as follows:

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to:

Record the receipt of a \$438,576 donation from The Shul:

1. Appropriate \$145,000 for AT&T initial engineering and binding cost estimate for the utilities undergrounding of AT&T specific infrastructure expenditures;

2. Appropriate \$293,576 to Return to Reserves for future project expenditure needs.

[Resolution Approving Budget Amendment No.1 FY 2023](#)

[FY2023 Budget Amendment No. 1.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2022, the Town of Surfside (the "Town") Commission adopted Resolution No. 2022-2922 approving the budget for Fiscal Year 2023 and establishing revenues and appropriations for the Town; and

WHEREAS, the Capital Projects Fund is being amended to record the receipt of a \$438,576 donation from The Shul of Bal Harbour, Inc., including the appropriation of (1) 145,000 for AT&T initial engineering and binding cost estimate for the utilities undergrounding of AT&T specific infrastructure expenditures; and (2) \$293,576 to Return to Reserves for future project expenditures, as detailed in Attachment "A" attached hereto; and

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

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

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

Section 2. Approving Amended Budget; Budget Amendment No. 1. That the Town Commission approves the 2023 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 the Budget amendments and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of October, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meischoid _____
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 OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2023
 BA No. 1
 Fund Nos. 301 Capital Projects Fund

10/12/2022

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
CAPITAL PROJECTS FUND						
REVENUES						
301-590-389-80-00	Capital Contributions - Developers	Developer contribution-The Shul development order	\$0	\$438,576		\$438,576
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$438,576	\$0	
EXPENDITURES						
301-4400-539-63-50	Infrastructure - Utilities Undergrounding	AT&T initial engineering and binding cost estimate for the undergrounding of AT&T specific infrastructure	\$0	\$145,000		\$145,000
301-4400-539-99-10	Return to Reserves		\$0	\$293,576		\$293,576
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$438,576	\$0	



MEMORANDUM

ITEM NO. 3E.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Approving Agreement with Atlantic Pipe Services, LLC for Manhole Lining, Renewal and Rehabilitation Services, LLC. Utilizing Terms and Conditions of St. Johns County Master Contract No. 21-MCC-ATL-13188, Procurement Bid No. 21-05**

Town Administration is seeking approval to utilize the terms and conditions of the St. Johns County Master Contract No. 21-MCC-ATL-13188 through "piggyback" method, which was competitively procured through the St Johns County, Request for Proposal (RFP) No. 21-05, and expend budgeted and approved Fiscal Year 2023 funding in an amount not to exceed \$195,000.00.

Sanitary Sewer Manhole structures are susceptible to aging and deteriorating, threatening the integrity of the entire sanitary system which can lead to infiltration and inflow. Infiltration and inflow into a sanitary sewer system can cause additional operating costs and inefficiencies. Through the smoke testing and manhole inspections commissioned in Fiscal Year 2022, a total of 64 manholes within the Town were identified which require rehabilitation.

In order to expedite repairs to the sanitary sewer collection system, the Town explored various products and procurement options available in today's market in order to find the most effective to the Town's needs. As a result, the St. Johns County Master Contract No. 21-MCC-ATL-13188, Procurement Bid No. 21-05 titled "Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services" was identified to have the adequate specifications and schedule of value to fulfill the requirements of the project. The contract is a unit price contract that will cost the Town only for material installed. Refer to Exhibit A - "St Johns County Master Contract No. 21-MCC-ATL-13188" which references unit pricing the Town will be adopting.

The repairs to be performed to the Town system were determined and tabulated in Exhibit B - "Engineer Rehabilitation Recommendations".

[Reso Agreement with Atlantic Pipe Services - Pipe and Manhole Repairs.docx](#)

Cooperative Agreement Atlantic Pipe Services LLC.docx

Exhibit A - "St Johns County Master Contract No. 21-MCC-ATL-13188"

Exhibit B - "Engineer Rehabilitation Recommendations"

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC PIPE SERVICES, LLC FOR PIPE AND MANHOLE LINING, RENEWAL, AND REHABILITATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE ST. JOHNS COUNTY, FLORIDA, CONTRACT NO. 21-MCC-ATL-13188, AS AMENDED; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; EXPEND BUDGETED AND APPROVED FISCAL YEAR 2023 FUNDING IN AN AMOUNT NOT TO EXCEED \$195,000.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in fiscal year 2022, the Town of Surfside (the “Town”) conducted smoke testing and manhole inspections of the Town’s sanitary sewer infrastructure manholes and discovered 64 manholes require pipe and manhole lining, renewal, and rehabilitation services (the “Services”); and

WHEREAS, on April 6, 2021, St. Johns County, Florida (“St. Johns”) adopted Resolution No. 2021-71, competitively awarding Atlantic Pipe Services, LLC (the “Contractor”) Contract No. 21-MCC-ATL-13188 for pipe and manhole repairs, renewal and rehabilitation services pursuant to Invitation to Bid No. 21-05 (the “St. Johns Contract”); and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, the Contractor has agreed to extend the pricing, terms, and conditions of the St. Johns Contract to the Town; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit “A,” utilizing the terms, conditions and pricing of the St. Johns Contract (the “Agreement”); and

WHEREAS, the Town Commission finds that the Services have already been competitively bid by St. Johns and are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code of Ordinances (the “Code”); and

WHEREAS, the Town Commission finds that the award of an Agreement for the Services to the Contractor expending budgeted and approved Fiscal Year 2023 funding in an amount not to exceed \$195,000.00 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. Approval. The Agreement, in substantially the form attached hereto as Exhibit “A,” is approved. The expenditure of budgeted and approved Fiscal Year 2023 funding in an amount not to exceed \$195,000.00 is hereby approved.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that hiring the Contractor to provide the Services by utilizing the St. Johns Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. 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 5. 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 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of October, 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:**

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

**COOPERATIVE AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
ATLANTIC PIPE SERVICES, LLC
FOR
PIPE AND MANHOLE LINING, RENEWAL, AND
REHABILITATION SERVICES**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (hereinafter, the "Town"), and **ATLANTIC PIPE SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Town and Contractor are referred to as the "Parties."

WHEREAS, the Town desires to utilize the services of the Contractor for the provision of pipe and manhole lining, renewal, and rehabilitation services (the "Services"); and

WHEREAS, St. Johns County, Florida ("St. Johns") issued ITB No. 21-05 (the "ITB") for the Services and competitively awarded Contract No. 21-MCC-ATL-13188 to the Contractor pursuant to the ITB, which contract is attached hereto as Exhibit "A" (the "Master Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the "Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

WHEREAS, pursuant to Section 3-13(3) of the Code, the Town desires to utilize the terms and conditions of the competitively awarded Master Contract with the Contractor pursuant to the ITB and engage the Contractor to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

- 1. Incorporation of Master Contract.** The terms and conditions of the Master Contract, which is attached as Exhibit "A," is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to “St. Johns County” or the “County” shall be replaced with the “Town of Surfside, FL,” or the “Town” where applicable.
4. **Insurance.** Subsection 13.1.1. of Article VIII, “Insurance,” of the Agreement is hereby amended to read as follows:

13.1.1. The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the ~~County~~ Town. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the ~~County~~ Town prior to commencement of operations. Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days written notice to the ~~County~~ Town. Certificates shall specifically include the County as an Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: ~~St. Johns County, a political subdivision of the State of Florida~~
~~500 San Sebastian View~~
~~St. Augustine, FL 32084~~
Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154

5. **Governing Law and Venue.** Section 17.1, “Governing Law and Venue,” of Article XVII of the Agreement is hereby deleted in its entirety and replaced as follows:

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.

6. **Public Records.** The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the Town in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the Town all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

[Remainder of page intentionally left blank. Signature pages 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

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

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:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman,
P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite
1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT “A”

AGREEMENT

BETWEEN

ST. JOHNS COUNTY

AND

ATLANTIC PIPE SERVICES, LLC.

FOR

PIPE AND MANHOLE LINING, RENEWAL, AND REHABILITATION SERVICES



**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR**

(2012 EDITION)

MASTER CONTRACT #: 21-MCC-ATL-13188

This Contract Agreement ("Agreement") is made and entered into as of this 24th day of February, 2021, by and between **ST. JOHNS COUNTY, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **ATLANTIC PIPE SERVICES, LLC**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 1420 Martin Luther King Jr. Blvd., Sanford, FL 32771; Phone: 407-792-1360; Email: info@atlanticpipe.us; under seal for **BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL, & REHABILITATION SERVICES**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No: 21-05 documents together with all addenda thereto; (3) all Specifications; and (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of one (1) calendar year.

1.2.2 The term of the Contract may be renewed for up to four (4) additional one (1) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

- 1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
 - 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall

further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum based on the FDOT Table provided in the Bid Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the Board of County Commissioners.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of five percent (5%) will be

withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:
- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
 - (2) claims of third parties against the County or the County's property;
 - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
 - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
 - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
 - (7) damage to the County or a third party to whom the County is, or may be, liable;
 - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety-five percent (95%) of the Project Price. Five Percent (5%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

- 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

- 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.
- 7.4 Warranty

7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
<u>GABE HUTSON</u>	<u>PROJECT MANAGER</u>
<u>JOE McDONOUGH</u>	<u>PROJECT MANAGER</u>
<u>TOMMY ROBERTSON</u>	<u>CIPP DIVISION MANAGER</u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Contractor Safety and Health Requirements

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

7.13.3 OSHA Requirements

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

7.13.4 Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

7.13.5 Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work

- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

7.13.6 Fire Extinguishers (For Fire Extinguisher Services)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

7.13.7 Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

7.13.8 Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.

8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic

interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.
- 8.2 Claims by the Contractor
 - 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
 - 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
 - 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
 - 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.

8.3 Field Orders

8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection

and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor’s Insurance

13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

- 13.1.1.1 The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
- 13.1.1.2 The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- 13.1.1.3 The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.
- 13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.
- 13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor’s Employment Opportunity

14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, 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 setting forth the policies of non-discrimination.

- 14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.
- 15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.
- 15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.
- 15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.
- 15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. “The term Contractor” as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statutes)

- 16.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 16.1.2 In accordance with Florida law, to the extent that Contractor’s performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida’s public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- 16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- 16.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The

Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4. Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

(a) Contracting to provide goods or services to a public entity;

(b) Submitting a bid on a contract for construction or repair of a public building or public work;

- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Leigh A. Daniels, CPPB

Atlantic Pipe Services, LLC

Printed Name of County Representative

Company Name

Leigh A. Daniels
Signature County Representative

Allan Cagle
Signature of Contractor Representative

Purchasing Manager

ALLAN CAGLE, PRESIDENT

Title of County Representative

Printed Name & Title

2/24/21
Date of Execution

2/19/21
Date of Execution

ATTEST:

**ST. JOHNS COUNTY, FL
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

ST JOHNS COUNTY

Pam Halter
Deputy Clerk

FEB 24 '21

PURCHASING

2/24/21
Date

LEGALLY SUFFICIENT:

Regina L. K.
Deputy County Attorney

2/25/21
Date of Execution



**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "A"
FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES**

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- b.** 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- c.** 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.
- d.** 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.
- e.** 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.
- f.** 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 as 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.
- g.** The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds

obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Copeland "Anti-Kickback" Act.

- 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 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 in subsections (a) and (b) 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.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall 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.
- c. The requirements of 40 U.S.C. § 3704 shall apply 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.
- d. 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.
- e. In the event of any violation of the clause set forth in paragraph (d) 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 (d) 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 (d) of this section.
- f. The County 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 (e) of this section.

- g.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) 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 (c) through (f) of this section.

4. Compliance with 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. § 7401 et seq.
- b.** The contractor agrees to report each violation to the County and understands and agrees that the County 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 \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with 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 County and understands and agrees that the County 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 \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a.** 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 to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or 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).
- b.** The contractor must 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 into.
- c.** This certification is a material representation of fact relied upon by the County. 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 and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment.

Contractors 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.

APPENDIX A, 44 C.F.R.PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 Contractor, ATLANTIC PIPE SERVICES, LLC, 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.

Signature of Contractor's Authorized Official Allan Cagle

Name and Title of Contractor's Authorized Official ALLAN CAGLE, PRESIDENT

Date 2/19/21

8. Procurement of Recovered Materials.

- a. 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—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

9. DHS Seal, Logo, 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.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

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.

12. Fraud and False or Fraudulent or Related Acts.

The 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 contract.

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "B"
CDBG SUPPLEMENTAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

1. Equal Employment Opportunity

- a.** The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b.** If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:
 - i.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 non-discrimination clause.
 - ii.** 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 considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii.** 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 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.
 - iv.** 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.
 - v.** 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.
 - vi.** 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.
 - vii.** 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 as 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.

- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall 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. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above 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.
- d. 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.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall 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.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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.
- d. 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.
- e. In the event of any violation of the clause set forth in paragraph (d) 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 (d) 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 (d) of this section.
- f. The County 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 (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) 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 (c) through (f) of this section.

5. Compliance With 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. § 7401 etseq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County 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 \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with 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 County and understands and agrees that the County 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 \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or 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).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors 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.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 Contractor, ATLANTIC PIPE SERVICES, LLC 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.

Signature of Contractor's Authorized Official Name and Title of

Allan Cagle

ALLAN CAGLE
PRESIDENT

Contractor's Authorized Official Date 2/19/21

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD- assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply will all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

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.

13. Fraud and False or Fraudulent or Related Acts.

The 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 contract.

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "C"
BASIS OF COMPENSATION**

Unit Prices submitted under this Bid shall include any and all costs, fees, and charges associated with providing labor, materials, equipment, testing, shoring, dewatering, surveying, mark-up, insurance, bond(s), utilities, and any other costs associated with performance of the work. The Unit shall be the final unit cost to the County. The County shall not be charged for any costs other than the unit price items unless approved via Contract Amendment prior to execution of a Task Order.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES
MASTER CONTRACT # 21-MCC-ATL-13188**

**EXHIBIT "C-1"
UNIT PRICE LIST**

A. CURED-IN-PLACE PIPE (CIPP) (Stormwater and Waste Water (WW) Drainage Pipes/Mains)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection			
Item	Description	Unit of Measure	Unit Cost
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	\$ 2.00
A-2	14" - 18" diameter	LF	\$ 2.50
A-3	20" - 24" diameter	LF	\$ 3.00
A-4	27" - 42" diameter	LF	\$ 5.00
A-5	48" - 72" diameter	LF	\$ 10.00
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	\$ 2.75
A-7	14" - 18" diameter	LF	\$ 3.75
A-8	20" - 24" diameter	LF	\$ 4.50
A-9	27" - 42" diameter	LF	\$ 7.00
A-10	48" - 72" diameter	LF	\$ 15.00
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12" diameter	LF	\$ 3.50
A-12	14" - 18" diameter	LF	\$ 5.50
A-13	20" - 24" diameter	LF	\$ 8.00
A-14	27" - 42" diameter	LF	\$ 12.50
A-15	48" - 72" diameter	LF	\$ 30.00
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	\$ 5.00
A-17	14" - 18" diameter	LF	\$ 7.00
A-18	20" - 24" diameter	LF	\$ 9.00
A-19	27" - 42" diameter	LF	\$ 15.00
A-20	48" - 72" diameter	LF	\$ 38.00
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	\$ 20.00
A-22	14" - 18" diameter	LF	\$ 25.00
A-23	20" - 24" diameter	LF	\$ 30.00

A-24	27" - 42" diameter	LF	\$ 37.00
A-25	48" - 72" diameter	LF	\$ 65.00
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage/WW Infrastructure			
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	\$ 26.69
A-27	7.5 mm normal thickness (.295)	LF	\$ 28.59
A-28	9.0 mm normal thickness (.354)	LF	\$ 30.28
A-29	Sectional Liner, 8' long	EA	\$ 2,950.00
	12" diameter CIPP Liner		
A-30	6.0 mm normal thickness (.236)	LF	\$ 32.37
A-31	7.5 mm normal thickness (.295)	LF	\$ 34.64
A-32	9.0 mm normal thickness (.354)	LF	\$ 37.07
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 2.32
A-34	Sectional Liner, 8' long	EA	\$ 3,675.00
	15" diameter CIPP Liner		
A-35	6.0 mm normal thickness (.236)	LF	\$ 38.78
A-36	7.5 mm normal thickness (.295)	LF	\$ 41.21
A-37	9.0 mm normal thickness (.354)	LF	\$ 44.07
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 2.57
A-39	Sectional Liner, 8' long	EA	\$ 4,325.00
	18" diameter CIPP Liner		
A-40	6.0 mm normal thickness (.236)	LF	\$ 45.40
A-41	7.5 mm normal thickness (.295)	LF	\$ 48.59
A-42	9.0 mm normal thickness (.354)	LF	\$ 51.88
A-43	10.5 mm normal thickness (.413)	LF	\$ 54.85
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	\$ 3.24
A-45	Sectional Liner, 8' long	EA	\$ 4,950.00
	21" diameter CIPP Liner		
A-46	6.0 mm normal thickness (.236)	LF	\$ 52.49
A-47	7.5 mm normal thickness (.295)	LF	\$ 56.42
A-48	9.0 mm normal thickness (.354)	LF	\$ 60.18
A-49	10.5 mm normal thickness (.413)	LF	\$ 65.12
A-50	12.0 mm normal thickness (.472)	LF	\$ 67.79
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	\$ 4.40
A-52	Sectional Liner, 8' long	EA	\$ 5,200.00

24" diameter CIPP Liner			
A-53	9.0 mm normal thickness (.354)	LF	\$ 66.82
A-54	10.5 mm normal thickness (.413)	LF	\$ 71.65
A-55	12.0 mm normal thickness (.472)	LF	\$ 75.84
A-56	13.5 mm normal thickness (.531)	LF	\$ 80.31
A-57	15.0 mm normal thickness (.591)	LF	\$ 84.93
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.44
A-59	Sectional Liner, 8' long	EA	\$ 5,600.00
27" diameter CIPP Liner			
A-60	9.0 mm normal thickness (.354)	LF	\$ 71.53
A-61	10.5 mm normal thickness (.413)	LF	\$ 77.19
A-62	12.0 mm normal thickness (.472)	LF	\$ 82.15
A-63	13.5 mm normal thickness (.531)	LF	\$ 87.68
A-64	15.0 mm normal thickness (.591)	LF	\$ 93.09
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.32
A-66	Sectional Liner, 8' long	EA	\$ 6,000.00
30" diameter CIPP Liner			
A-67	9.0 mm normal thickness (.354)	LF	\$ 79.84
A-68	10.5 mm normal thickness (.413)	LF	\$ 85.39
A-69	12.0 mm normal thickness (.472)	LF	\$ 90.44
A-70	13.5 mm normal thickness (.531)	LF	\$ 96.09
A-71	15.0 mm normal thickness (.591)	LF	\$ 101.19
A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.42
A-73	Sectional Liner, 8' long	EA	\$ 6,800.00
36" diameter CIPP Liner			
A-74	10.5 mm normal thickness (.413)	LF	\$ 112.83
A-75	12.0 mm normal thickness (.472)	LF	\$ 119.83
A-76	13.5 mm normal thickness (.531)	LF	\$ 127.33
A-77	15.0 mm normal thickness (.591)	LF	\$ 134.31
A-78	16.5 mm normal thickness (.650)	LF	\$ 140.25
A-79	18.0 mm normal thickness (.709)	LF	\$ 147.85
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 8.46
A-81	Sectional Liner, 8' long	EA	\$ 8,450.00
42" diameter CIPP Liner			
A-82	10.5 mm normal thickness (.413)	LF	\$ 133.71
A-83	12.0 mm normal thickness (.472)	LF	\$ 141.80
A-84	13.5 mm normal thickness (.531)	LF	\$ 149.59

A-85	15.0 mm normal thickness (.591)	LF	\$ 157.39
A-86	16.5 mm normal thickness (.650)	LF	\$ 165.20
A-87	18.0 mm normal thickness (.709)	LF	\$ 171.71
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 9.32
A-89	Sectional Liner, 8' long	EA	\$ 9,000.00
48" diameter CIPP Liner			
A-90	12.0 mm normal thickness (.472)	LF	\$ 159.89
A-91	13.5 mm normal thickness (.531)	LF	\$ 168.82
A-92	15.0 mm normal thickness (.591)	LF	\$ 177.68
A-93	16.5 mm normal thickness (.650)	LF	\$ 186.61
A-94	18.0 mm normal thickness (.709)	LF	\$ 194.23
A-95	19.5 mm normal thickness (.768)	LF	\$ 206.46
A-96	21.0 mm normal thickness (.827)	LF	\$ 213.93
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 11.15
A-98	Sectional Liner, 8' long	EA	\$ 15,345.00
52" diameter CIPP Liner			
A-99	10.5 mm normal thickness (.413)	LF	\$ 176.24
A-100	12.0 mm normal thickness (.472)	LF	\$ 185.53
A-101	13.5 mm normal thickness (.531)	LF	\$ 195.29
A-102	15.0 mm normal thickness (.591)	LF	\$ 205.06
A-103	16.5 mm normal thickness (.650)	LF	\$ 213.23
A-104	18.0 mm normal thickness (.709)	LF	\$ 225.04
A-105	19.5 mm normal thickness (.768)	LF	\$ 234.72
A-106	21.0 mm normal thickness (.827)	LF	\$ 243.93
A-107	22.5 mm normal thickness (.886)	LF	\$ 253.66
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 13.75
A-109	Sectional Liner, 8' long	EA	\$ 16,876.00
54" diameter CIPP Liner			
A-110	10.5 mm normal thickness (.413)	LF	\$ 192.59
A-111	12.0 mm normal thickness (.472)	LF	\$ 202.24
A-112	13.5 mm normal thickness (.531)	LF	\$ 212.90
A-113	15.0 mm normal thickness (.591)	LF	\$ 223.51
A-114	16.5 mm normal thickness (.650)	LF	\$ 232.24
A-115	18.0 mm normal thickness (.709)	LF	\$ 243.63
A-116	19.5 mm normal thickness (.768)	LF	\$ 255.51
A-117	21.0 mm normal thickness (.827)	LF	\$ 267.26
A-118	22.5 mm normal thickness (.886)	LF	\$ 278.99
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 16.73

A-120	Sectional Liner, 8' long	EA	\$ 17,253.00
	60" diameter CIPP Liner		
A-121	10.5 mm normal thickness (.413)	LF	\$ 231.31
A-122	12.0 mm normal thickness (.472)	LF	\$ 242.15
A-123	13.5 mm normal thickness (.531)	LF	\$ 254.29
A-124	15.0 mm normal thickness (.591)	LF	\$ 266.23
A-125	16.5 mm normal thickness (.650)	LF	\$ 276.38
A-126	18.0 mm normal thickness (.709)	LF	\$ 289.28
A-127	19.5 mm normal thickness (.768)	LF	\$ 302.69
A-128	21.0 mm normal thickness (.827)	LF	\$ 315.97
A-129	22.5 mm normal thickness (.886)	LF	\$ 329.33
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 18.36
A-131	Sectional Liner, 8' long	EA	\$ 18,150.00
	72" diameter CIPP Liner		
A-132	10.5 mm normal thickness (.413)	LF	\$ 278.26
A-133	12.0 mm normal thickness (.472)	LF	\$ 288.26
A-134	13.5 mm normal thickness (.531)	LF	\$ 302.57
A-135	15.0 mm normal thickness (.591)	LF	\$ 316.60
A-136	16.5 mm normal thickness (.650)	LF	\$ 331.32
A-137	18.0 mm normal thickness (.709)	LF	\$ 346.86
A-138	19.5 mm normal thickness (.768)	LF	\$ 362.88
A-139	21.0 mm normal thickness (.827)	LF	\$ 378.94
A-140	22.5 mm normal thickness (.886)	LF	\$ 391.67
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 21.76
A-142	Sectional Liner, 8' long	EA	\$ 20,343.00
	(12" X 18") Elliptical CIPP Liner		
A-143	9.0 mm normal thickness (.354)	LF	\$ 38.78
A-144	10.5 mm normal thickness (.413)	LF	\$ 41.21
A-145	12.0 mm normal thickness (.472)	LF	\$ 44.07
A-146	13.5 mm normal thickness (.531)	LF	\$ 46.64
A-147	15.0 mm normal thickness (.591)	LF	\$ 49.29
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 2.57
A-149	Sectional Liner, 8' long	EA	\$ 4,800.00
	(14" X 18") Elliptical CIPP Liner		
A-150	9.0 mm normal thickness (.354)	LF	\$ 38.78
A-151	10.5 mm normal thickness (.413)	LF	\$ 41.21
A-152	12.0 mm normal thickness (.472)	LF	\$ 44.07
A-153	13.5 mm normal thickness (.531)	LF	\$ 44.07

A-154	15.0 mm normal thickness (.591)	LF	\$ 46.64
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 49.29
A-156	Sectional Liner, 8' long	EA	\$ 5,200.00
(14" X 23") Elliptical CIPP Liner			
A-157	9.0 mm normal thickness (.354)	LF	\$ 45.40
A-158	10.5 mm normal thickness (.413)	LF	\$ 48.59
A-159	12.0 mm normal thickness (.472)	LF	\$ 51.88
A-160	13.5 mm normal thickness (.531)	LF	\$ 54.85
A-161	15.0 mm normal thickness (.591)	LF	\$ 58.09
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 3.24
A-163	Sectional Liner, 8' long	EA	\$ 5,400.00
(19" X 30") Elliptical CIPP Liner			
A-164	9.0 mm normal thickness (.354)	LF	\$ 66.82
A-165	10.5 mm normal thickness (.413)	LF	\$ 71.65
A-166	12.0 mm normal thickness (.472)	LF	\$ 75.84
A-167	13.5 mm normal thickness (.531)	LF	\$ 80.31
A-168	15.0 mm normal thickness (.591)	LF	\$ 84.93
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.44
A-170	Sectional Liner, 8' long	EA	\$ 5,800.00
(24" X 38") Elliptical CIPP Liner			
A-171	10.5 mm normal thickness (.413)	LF	\$ 79.84
A-172	12.0 mm normal thickness (.472)	LF	\$ 85.39
A-173	13.5 mm normal thickness (.531)	LF	\$ 90.44
A-174	15.0 mm normal thickness (.591)	LF	\$ 96.09
A-175	16.5 mm normal thickness (.650)	LF	\$ 101.19
A-176	18.0 mm normal thickness (.709)	LF	\$ 106.91
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 5.42
A-178	Sectional Liner, 8' long	EA	\$ 7,000.00
(29" X 45") Elliptical CIPP Liner			
A-179	12.0 mm normal thickness (.472)	LF	\$ 119.83
A-180	13.5 mm normal thickness (.531)	LF	\$ 127.33
A-181	15.0 mm normal thickness (.591)	LF	\$ 134.31
A-182	16.5 mm normal thickness (.650)	LF	\$ 150.25
A-183	18.0 mm normal thickness (.709)	LF	\$ 157.85
A-184	19.5 mm normal thickness (.768)	LF	\$ 164.34
A-185	21.0 mm normal thickness (.827)	LF	\$ 171.11
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 8.46

A-187	Sectional Liner, 8' long	EA	\$ 8,900.00
	(38" X 60") Elliptical CIPP Liner		
A-188	12.0 mm normal thickness (.472)	LF	\$ 159.89
A-189	13.5 mm normal thickness (.531)	LF	\$ 168.82
A-190	15.0 mm normal thickness (.591)	LF	\$ 177.68
A-191	16.5 mm normal thickness (.650)	LF	\$ 186.61
A-192	18 .0 mm normal thickness (.709)	LF	\$ 194.23
A-193	19.5 mm normal thickness (.768)	LF	\$ 206.46
A-194	21 .0 mm normal thickness (.827)	LF	\$ 213.93
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 18.15
A-196	Sectional Liner, 8' long	EA	\$ 17,253.88
	(58" X 91") Elliptical CIPP Liner		
A-197	12.0 mm normal thickness (.472)	LF	\$ 316.87
A-198	13.5 mm normal thickness (.531)	LF	\$ 334.61
A-199	15.0 mm normal thickness (.591)	LF	\$ 347.00
A-200	16.5 mm normal thickness (.650)	LF	\$ 376.80
A-201	18 .0 mm normal thickness (.709)	LF	\$ 394.12
A-202	19.5 mm normal thickness (.768)	LF	\$ 412.23
A-203	21 .0 mm normal thickness (.827)	LF	\$ 435.14
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 36.41
A-205	Sectional Liner, 8' long	EA	\$ 23,965.00
B. SLIPLINING (Stormwater and Wastewater (WW) Drainage Pipes/Mains)			
Sliplining – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection			
	Sliplining Light Cleaning and CCTV inspection		
B-1	8" - 12" diameter	LF	No Bid
B-2	14" - 18" diameter	LF	No Bid
B-3	20" - 24" diameter	LF	No Bid
B-4	27" - 42" diameter	LF	No Bid
B-5	48" - 72" diameter	LF	No Bid
	Sliplining Medium Cleaning and CCTV Inspection		
B-6	8" - 12" diameter	LF	No Bid
B-7	14" - 18" diameter	LF	No Bid
B-8	20" - 24" diameter	LF	No Bid
B-9	27" - 42" diameter	LF	No Bid
B-10	48" - 72" diameter	LF	No Bid

Sliplining Heavy Cleaning and CCTV Inspection			
B-11	8" - 12" diameter	LF	No Bid
B-12	14" - 18" diameter	LF	No Bid
B-13	20" - 24" diameter	LF	No Bid
B-14	27" - 42" diameter	LF	No Bid
B-15	48" - 72" diameter	LF	No Bid
Sliplining Root Removal and CCTV Inspection			
B-16	8" - 12" diameter	LF	No Bid
B-17	14" - 18" diameter	LF	No Bid
B-18	20" - 24" diameter	LF	No Bid
B-19	27" - 42" diameter	LF	No Bid
B-20	48" - 72" diameter	LF	No Bid
Tuberculation Cleaning and CCTV Inspection			
B-21	8" - 12" diameter	LF	No Bid
B-22	14" - 18" diameter	LF	No Bid
B-23	20" - 24" diameter	LF	No Bid
B-24	27" - 42" diameter	LF	No Bid
B-25	48" - 72" diameter	LF	No Bid
Sliplining Rehabilitation – Furnish & Installation – Stormwater Drainage Culverts			
8" diameter Sliplining			
B-26	Polyethylene	LF	No Bid
B-27	High Density Polyethylene (DR rated)	LF	No Bid
B-28	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
10" diameter Sliplining			
B-29	Polyethylene	LF	No Bid
B-30	High Density Polyethylene (DR rated)	LF	No Bid
B-31	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
12" diameter Sliplining			
B-32	Polyethylene	LF	No Bid
B-33	High Density Polyethylene (DR rated)	LF	No Bid
B-34	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
15" diameter Sliplining			
B-35	Polyethylene	LF	No Bid
B-36	High Density Polyethylene (DR rated)	LF	No Bid
B-37	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid

	18" diameter Sliplining		
B-38	Polyethylene	LF	No Bid
B-39	High Density Polyethylene (DR rated)	LF	No Bid
B-40	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	21" diameter Sliplining		
B-41	Polyethylene	LF	No Bid
B-42	High Density Polyethylene (DR rated)	LF	No Bid
B-43	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	24" diameter Sliplining		
B-44	Polyethylene	LF	No Bid
B-45	High Density Polyethylene (DR rated)	LF	No Bid
B-46	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	27" diameter Sliplining		
B-47	Polyethylene	LF	No Bid
B-48	High Density Polyethylene (DR rated)	LF	No Bid
B-49	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	30" diameter Sliplining		
B-50	Polyethylene	LF	No Bid
B-51	High Density Polyethylene (DR rated)	LF	No Bid
B-52	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	36" diameter Sliplining		
B-53	Polyethylene	LF	No Bid
B-54	High Density Polyethylene (DR rated)	LF	No Bid
B-55	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	42" diameter Sliplining		
B-56	Polyethylene	LF	No Bid
B-57	High Density Polyethylene (DR rated)	LF	No Bid
B-58	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	48" diameter Sliplining		
B-59	Polyethylene	LF	No Bid
B-60	High Density Polyethylene (DR rated)	LF	No Bid
B-61	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	52" diameter Sliplining		
B-62	Polyethylene	LF	No Bid

B-63	High Density Polyethylene (DR rated)	LF	No Bid
B-64	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	54" diameter Sliplining		
B-65	Polyethylene	LF	No Bid
B-66	High Density Polyethylene (DR rated)	LF	No Bid
B-67	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	60" diameter Sliplining		
B-68	Polyethylene	LF	No Bid
B-69	High Density Polyethylene (DR rated)	LF	No Bid
B-70	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	72" diameter Sliplining		
B-71	Polyethylene	LF	No Bid
B-72	High Density Polyethylene (DR rated)	LF	No Bid
B-73	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid

C. MANHOLE REHABILITATION

C-1	Clean New Sanitary/Storm Sewer Manhole/Wetwell	SF	\$ 6.00
C-2	Clean Existing Sanitary/Storm Sewer Manhole/Wetwell	SF	\$ 10.18
C-3	Chemical Grout Injection (Small)	TUBE	\$ 110.00
C-4	Chemical Grout Injection (Large)	GAL	\$ 440.00
C-5	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	\$ 18.70
C-6	Coat New Sanitary/Storm Sewer Manhole	SF	\$ 25.03
C-7	Coat Existing Sanitary/Storm Sewer Manhole	SF	\$ 27.50
C-8	Coat Existing Wetwell	SF	\$ 27.50
C-9	Interior Manhole Coating/Lining Repair	SF	\$ 28.05
C-10	Manhole Test	SF	\$ 15.00
C-11	Concrete Adjustment Rings (0"-12")	VF	\$ 575.00
C-12	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	\$ 265.00
C-13	Bench Replacement	EA	\$ 650.00
C-14	Replace Frame & Cover (24"-30")	EA	\$ 2,100.00
C-15	Replace Frame & Cover (32"-36")	EA	\$ 2,750.00
C-16	Inside Drop System 4" - 8"	EA	\$ 2,650.00
C-17	Inside Drop System 10" - 12"	EA	\$ 3,200.00

D. ANCILLARY SERVICES

	By-Pass Pumping & Dewatering		
D-1	8" diameter	LF	\$ 3.00
D-2	10" diameter	LF	\$ 6.00

D-3	12" diameter	LF	\$ 8.00
D-4	15" diameter	LF	\$ 10.00
D-5	18" diameter	LF	\$ 15.00
D-6	21" diameter	LF	\$ 18.00
D-7	24" diameter	LF	\$ 24.00
D-8	27" diameter	LF	\$ 30.00
D-9	30" diameter	LF	\$ 35.00
D-10	36" diameter	LF	\$ 54.00
Service Connection - Grouting			
D-11	Service Connection - Grouting	Each	\$ 475.00
Maintenance of Traffic (MOT)			
D-12	Traffic Control – MOT Index 601 or 602 (per day)	Day	\$ 250.00
D-13	Traffic Control – MOT Index 603 or higher (per day)	Day	\$ 750.00
D-14	Traffic Control – MOT Index 601 or 602 (per week)	Week	\$ 1,250.00
D-15	Traffic Control – MOT Index 603 or higher (per week)	Week	\$ 1,750.00
Variable Message Board			
D-16	Variable Message Board	Week	\$ 625.00

**Bid No. 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188**

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

Atlantic Pipe Services, LLC this 19th day of FEBRUARY, 2021.

By: Allan Cagle
Signature of Authorized Representative

Name: ALLAN CAGLE
(Please Type or Print)

Title: PRESIDENT
(Please Type or Print)

ST JOHNS COUNTY

FEB 24 '21

PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

February 18, 2021

Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd.
Sanford, FL 32771

RE: Bid No. 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188

We are pleased to notify you that on February 16, 2021, the St. Johns County Board of County Commissioners approved award for Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services as specified in the above referenced Bid. The rates submitted by your firm have been approved, and are hereby accepted, and incorporated in the Contract Agreement.

Attached, via email, is an electronic copy of the Contract Agreement and an Acceptance of this Notice of Award. Please print, sign, date, seal (if applicable) and return all of the following within ten (10) days of receipt of this Notice:

- 1. Three (3) original signature copies of the Contract Agreement (Print on single-sided pages. Date only the signature page of the agreement. Please DO NOT date the front page of the contract)
a. Please complete Section 7.6.2 - Key Personnel
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter))
3. All applicable Certificates of Insurance as stated in Article 13 of the attached Contract Agreement.

NOTE: In accordance with the Bid documents, failure to return the requested documents within the time shown above may deem your firm non-responsive and the County may elect to contract with the next lowest bidder.

to the attention of: Ms. Diana M. Fye, AS, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Upon receipt of the above documents by this office, contract agreements will be executed and an original copy will be returned to your office.

Should you have any questions regarding this notice please don't hesitate to contact Diana M. Fye, A.S., CPPB, Procurement Coordinator at (904) 209-0162 or dfye@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners

[Handwritten signature of Leigh A. Daniels]

Leigh A. Daniels, CPPB
Purchasing Manager

Date: 2/18/21



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 01

Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188

Contractor: Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd.
Sanford, FL 32771

Date: January 7, 2022

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 1 of 4 is hereby exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) year, from February 24, 2022 through and until 11:59 PM EST on February 23, 2023.
3. The Contractor's unit prices shall be increased per the revised unit price sheet attached, in accordance with the Master Contract and as provided on the revised unit price sheet, attached hereto and incorporated herein.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated February 24, 2021, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.

[Handwritten signature of Leigh A. Daniels]
Signature of County Representative

[Handwritten date 1/15/22]
Date

Leigh A. Daniels, CPPB, Purchasing Manager
Printed Name & Title - County Representative

[Handwritten signature of Allan Cagle]
Signature of Contractor Representative

[Handwritten date 1/14/22]
Date

Allan Cagle, PRESIDENT
Printed Name & Title

End of Amendment No: 01

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcf.us

ST JOHNS COUNTY

JAN 14 '22

PURCHASING

**Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188**

**EXHIBIT "A" REVISED PER CA #01
UNIT PRICE LIST**

A. CURED-IN-PLACE PIPE (CIPP) (Stormwater and Waste Water (WW) Drainage Pipes/Mains)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection			
Item	Description	Unit of Measure	Contract Unit Pricing
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	\$ 2.14
A-2	14" - 18" diameter	LF	\$ 2.67
A-3	20" - 24" diameter	LF	\$ 3.20
A-4	27" - 42" diameter	LF	\$ 5.34
A-5	48" - 72" diameter	LF	\$ 10.68
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	\$ 2.94
A-7	14" - 18" diameter	LF	\$ 4.01
A-8	20" - 24" diameter	LF	\$ 4.81
A-9	27" - 42" diameter	LF	\$ 7.48
A-10	48" - 72" diameter	LF	\$ 16.02
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12" diameter	LF	\$ 3.74
A-12	14" - 18" diameter	LF	\$ 5.87
A-13	20" - 24" diameter	LF	\$ 8.54
A-14	27" - 42" diameter	LF	\$ 13.35
A-15	48" - 72" diameter	LF	\$ 32.04
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	\$ 5.34
A-17	14" - 18" diameter	LF	\$ 7.48
A-18	20" - 24" diameter	LF	\$ 9.61
A-19	27" - 42" diameter	LF	\$ 16.02
A-20	48" - 72" diameter	LF	\$ 40.58
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	\$ 21.36
A-22	14" - 18" diameter	LF	\$ 26.70
A-23	20" - 24" diameter	LF	\$ 32.40

A-24	27" - 42" diameter	LF	\$ 39.52
A-25	48" - 72" diameter	LF	\$ 69.42
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage/WW Infrastructure			
8" diameter CIPP Liner			
A-26	6.0 mm normal thickness (.236)	LF	\$ 28.50
A-27	7.5 mm normal thickness (.295)	LF	\$ 30.53
A-28	9.0 mm normal thickness (.354)	LF	\$ 32.34
A-29	Sectional Liner, 8' long	EA	\$ 3,150.60
12" diameter CIPP Liner			
A-30	6.0 mm normal thickness (.236)	LF	\$ 34.57
A-31	7.5 mm normal thickness (.295)	LF	\$ 37.00
A-32	9.0 mm normal thickness (.354)	LF	\$ 39.59
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 2.48
A-34	Sectional Liner, 8' long	EA	\$ 3,924.90
15" diameter CIPP Liner			
A-35	6.0 mm normal thickness (.236)	LF	\$ 41.42
A-36	7.5 mm normal thickness (.295)	LF	\$ 44.01
A-37	9.0 mm normal thickness (.354)	LF	\$ 47.07
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 2.74
A-39	Sectional Liner, 8' long	EA	\$ 4,619.10
18" diameter CIPP Liner			
A-40	6.0 mm normal thickness (.236)	LF	\$ 48.49
A-41	7.5 mm normal thickness (.295)	LF	\$ 51.89
A-42	9.0 mm normal thickness (.354)	LF	\$ 55.41
A-43	10.5 mm normal thickness (.413)	LF	\$ 58.58
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	\$ 3.46
A-45	Sectional Liner, 8' long	EA	\$ 5,286.60
21" diameter CIPP Liner			
A-46	6.0 mm normal thickness (.236)	LF	\$ 56.06
A-47	7.5 mm normal thickness (.295)	LF	\$ 60.26
A-48	9.0 mm normal thickness (.354)	LF	\$ 64.27
A-49	10.5 mm normal thickness (.413)	LF	\$ 69.55
A-50	12.0 mm normal thickness (.472)	LF	\$ 72.40
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	\$ 4.70
A-52	Sectional Liner, 8' long	EA	\$ 5,553.60

	24" diameter CIPP Liner		
A-53	9.0 mm normal thickness (.354)	LF	\$ 71.36
A-54	10.5 mm normal thickness (.413)	LF	\$ 76.52
A-55	12.0 mm normal thickness (.472)	LF	\$ 81.00
A-56	13.5 mm normal thickness (.531)	LF	\$ 85.77
A-57	15.0 mm normal thickness (.591)	LF	\$ 90.71
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.74
A-59	Sectional Liner, 8' long	EA	\$ 5,980.80
	27" diameter CIPP Liner		
A-60	9.0 mm normal thickness (.354)	LF	\$ 76.39
A-61	10.5 mm normal thickness (.413)	LF	\$ 82.44
A-62	12.0 mm normal thickness (.472)	LF	\$ 87.74
A-63	13.5 mm normal thickness (.531)	LF	\$ 93.64
A-64	15.0 mm normal thickness (.591)	LF	\$ 99.42
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.68
A-66	Sectional Liner, 8' long	EA	\$ 6,408.00
	30" diameter CIPP Liner		
A-67	9.0 mm normal thickness (.354)	LF	\$ 85.27
A-68	10.5 mm normal thickness (.413)	LF	\$ 91.20
A-69	12.0 mm normal thickness (.472)	LF	\$ 96.59
A-70	13.5 mm normal thickness (.531)	LF	\$ 102.62
A-71	15.0 mm normal thickness (.591)	LF	\$ 108.07
A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.79
A-73	Sectional Liner, 8' long	EA	\$ 7,262.40
	36" diameter CIPP Liner		
A-74	10.5 mm normal thickness (.413)	LF	\$ 120.50
A-75	12.0 mm normal thickness (.472)	LF	\$ 127.98
A-76	13.5 mm normal thickness (.531)	LF	\$ 135.99
A-77	15.0 mm normal thickness (.591)	LF	\$ 143.44
A-78	16.5 mm normal thickness (.650)	LF	\$ 149.79
A-79	18.0 mm normal thickness (.709)	LF	\$ 157.90
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 9.04
A-81	Sectional Liner, 8' long	EA	\$ 9,024.60
	42" diameter CIPP Liner		
A-82	10.5 mm normal thickness (.413)	LF	\$ 142.80
A-83	12.0 mm normal thickness (.472)	LF	\$ 151.44

A-84	13.5 mm normal thickness (.531)	LF	\$ 159.76
A-85	15.0 mm normal thickness (.591)	LF	\$ 168.09
A-86	16.5 mm normal thickness (.650)	LF	\$ 176.43
A-87	18.0 mm normal thickness (.709)	LF	\$ 183.39
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 9.95
A-89	Sectional Liner, 8' long	EA	\$ 9,612.00
	48" diameter CIPP Liner		
A-90	12.0 mm normal thickness (.472)	LF	\$ 170.76
A-91	13.5 mm normal thickness (.531)	LF	\$ 180.30
A-92	15.0 mm normal thickness (.591)	LF	\$ 189.76
A-93	16.5 mm normal thickness (.650)	LF	\$ 199.30
A-94	18.0 mm normal thickness (.709)	LF	\$ 207.44
A-95	19.5 mm normal thickness (.768)	LF	\$ 220.50
A-96	21.0 mm normal thickness (.827)	LF	\$ 228.48
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 11.91
A-98	Sectional Liner, 8' long	EA	\$ 16,388.46
	52" diameter CIPP Liner		
A-99	10.5 mm normal thickness (.413)	LF	\$ 188.22
A-100	12.0 mm normal thickness (.472)	LF	\$ 198.15
A-101	13.5 mm normal thickness (.531)	LF	\$ 208.57
A-102	15.0 mm normal thickness (.591)	LF	\$ 219.00
A-103	16.5 mm normal thickness (.650)	LF	\$ 227.73
A-104	18.0 mm normal thickness (.709)	LF	\$ 240.34
A-105	19.5 mm normal thickness (.768)	LF	\$ 250.68
A-106	21.0 mm normal thickness (.827)	LF	\$ 260.52
A-107	22.5 mm normal thickness (.886)	LF	\$ 270.91
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 14.69
A-109	Sectional Liner, 8' long	EA	\$ 18,023.57
	54" diameter CIPP Liner		
A-110	10.5 mm normal thickness (.413)	LF	\$ 205.69
A-111	12.0 mm normal thickness (.472)	LF	\$ 215.99
A-112	13.5 mm normal thickness (.531)	LF	\$ 227.38
A-113	15.0 mm normal thickness (.591)	LF	\$ 238.71
A-114	16.5 mm normal thickness (.650)	LF	\$ 248.03
A-115	18.0 mm normal thickness (.709)	LF	\$ 260.20
A-116	19.5 mm normal thickness (.768)	LF	\$ 272.88
A-117	21.0 mm normal thickness (.827)	LF	\$ 285.43
A-118	22.5 mm normal thickness (.886)	LF	\$ 297.96

A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 17.87
A-120	Sectional Liner, 8' long	EA	\$ 18,426.20
60" diameter CIPP Liner			
A-121	10.5 mm normal thickness (.413)	LF	\$ 247.04
A-122	12.0 mm normal thickness (.472)	LF	\$ 258.62
A-123	13.5 mm normal thickness (.531)	LF	\$ 271.58
A-124	15.0 mm normal thickness (.591)	LF	\$ 284.33
A-125	16.5 mm normal thickness (.650)	LF	\$ 295.17
A-126	18.0 mm normal thickness (.709)	LF	\$ 308.95
A-127	19.5 mm normal thickness (.768)	LF	\$ 323.27
A-128	21.0 mm normal thickness (.827)	LF	\$ 337.46
A-129	22.5 mm normal thickness (.886)	LF	\$ 351.72
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 19.61
A-131	Sectional Liner, 8' long	EA	\$ 19,384.20
72" diameter CIPP Liner			
A-132	10.5 mm normal thickness (.413)	LF	\$ 297.18
A-133	12.0 mm normal thickness (.472)	LF	\$ 307.86
A-134	13.5 mm normal thickness (.531)	LF	\$ 323.14
A-135	15.0 mm normal thickness (.591)	LF	\$ 338.13
A-136	16.5 mm normal thickness (.650)	LF	\$ 353.85
A-137	18.0 mm normal thickness (.709)	LF	\$ 370.45
A-138	19.5 mm normal thickness (.768)	LF	\$ 387.56
A-139	21.0 mm normal thickness (.827)	LF	\$ 404.71
A-140	22.5 mm normal thickness (.886)	LF	\$ 418.30
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 23.24
A-142	Sectional Liner, 8' long	EA	\$ 21,726.32
(12" X 18") Elliptical CIPP Liner			
A-143	9.0 mm normal thickness (.354)	LF	\$ 41.42
A-144	10.5 mm normal thickness (.413)	LF	\$ 44.01
A-145	12.0 mm normal thickness (.472)	LF	\$ 47.07
A-146	13.5 mm normal thickness (.531)	LF	\$ 49.82
A-147	15.0 mm normal thickness (.591)	LF	\$ 52.64
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 2.74
A-149	Sectional Liner, 8' long	EA	\$ 5,126.40
(14" X 18") Elliptical CIPP Liner			
A-150	9.0 mm normal thickness (.354)	LF	\$ 41.42

A-151	10.5 mm normal thickness (.413)	LF	\$ 44.01
A-152	12.0 mm normal thickness (.472)	LF	\$ 47.07
A-153	13.5 mm normal thickness (.531)	LF	\$ 47.07
A-154	15.0 mm normal thickness (.591)	LF	\$ 49.81
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 52.64
A-156	Sectional Liner, 8' long	EA	\$ 5,553.60
(14" X 23") Elliptical CIPP Liner			
A-157	9.0 mm normal thickness (.354)	LF	\$ 48.49
A-158	10.5 mm normal thickness (.413)	LF	\$ 51.89
A-159	12.0 mm normal thickness (.472)	LF	\$ 55.41
A-160	13.5 mm normal thickness (.531)	LF	\$ 58.58
A-161	15.0 mm normal thickness (.591)	LF	\$ 62.04
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 3.46
A-163	Sectional Liner, 8' long	EA	\$ 5,767.20
(19" X 30") Elliptical CIPP Liner			
A-164	9.0 mm normal thickness (.354)	LF	\$ 71.36
A-165	10.5 mm normal thickness (.413)	LF	\$ 76.52
A-166	12.0 mm normal thickness (.472)	LF	\$ 81.00
A-167	13.5 mm normal thickness (.531)	LF	\$ 85.77
A-168	15.0 mm normal thickness (.591)	LF	\$ 90.71
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.74
A-170	Sectional Liner, 8' long	EA	\$ 6,194.40
(24" X 38") Elliptical CIPP Liner			
A-171	10.5 mm normal thickness (.413)	LF	\$ 85.27
A-172	12.0 mm normal thickness (.472)	LF	\$ 91.20
A-173	13.5 mm normal thickness (.531)	LF	\$ 96.59
A-174	15.0 mm normal thickness (.591)	LF	\$ 102.62
A-175	16.5 mm normal thickness (.650)	LF	\$ 108.07
A-176	18.0 mm normal thickness (.709)	LF	\$ 114.18
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 5.79
A-178	Sectional Liner, 8' long	EA	\$ 7,476.00
(29" X 45") Elliptical CIPP Liner			
A-179	12.0 mm normal thickness (.472)	LF	\$ 127.98
A-180	13.5 mm normal thickness (.531)	LF	\$ 135.99
A-181	15.0 mm normal thickness (.591)	LF	\$ 143.44
A-182	16.5 mm normal thickness (.650)	LF	\$ 160.47

A-183	18.0 mm normal thickness (.709)	LF	\$ 168.58
A-184	19.5 mm normal thickness (.768)	LF	\$ 175.52
A-185	21.0 mm normal thickness (.827)	LF	\$ 182.75
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 9.04
A-187	Sectional Liner, 8' long	EA	\$ 9,505.20
(38" X 60") Elliptical CIPP Liner			
A-188	12.0 mm normal thickness (.472)	LF	\$ 170.76
A-189	13.5 mm normal thickness (.531)	LF	\$ 180.30
A-190	15.0 mm normal thickness (.591)	LF	\$ 189.76
A-191	16.5 mm normal thickness (.650)	LF	\$ 199.30
A-192	18.0 mm normal thickness (.709)	LF	\$ 207.44
A-193	19.5 mm normal thickness (.768)	LF	\$ 220.50
A-194	21.0 mm normal thickness (.827)	LF	\$ 228.48
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 19.38
A-196	Sectional Liner, 8' long	EA	\$ 18,427.14
(58" X 91") Elliptical CIPP Liner			
A-197	12.0 mm normal thickness (.472)	LF	\$ 338.42
A-198	13.5 mm normal thickness (.531)	LF	\$ 357.36
A-199	15.0 mm normal thickness (.591)	LF	\$ 370.60
A-200	16.5 mm normal thickness (.650)	LF	\$ 402.42
A-201	18.0 mm normal thickness (.709)	LF	\$ 420.92
A-202	19.5 mm normal thickness (.768)	LF	\$ 440.26
A-203	21.0 mm normal thickness (.827)	LF	\$ 464.73
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 38.89
A-205	Sectional Liner, 8' long	EA	\$ 25,594.62

B. SLIPLINING (Stormwater and Wastewater (WW) Drainage Pipes/Mains)

Sliplining – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection

Sliplining Light Cleaning and CCTV inspection			
B-1	8" - 12" diameter	LF	No Bid
B-2	14" - 18" diameter	LF	No Bid
B-3	20" - 24" diameter	LF	No Bid
B-4	27" - 42" diameter	LF	No Bid
B-5	48" - 72" diameter	LF	No Bid
Sliplining Medium Cleaning and CCTV Inspection			
B-6	8" - 12" diameter	LF	No Bid

B-7	14" - 18" diameter	LF	No Bid
B-8	20" - 24" diameter	LF	No Bid
B-9	27" - 42" diameter	LF	No Bid
B-10	48" - 72" diameter	LF	No Bid
Sliplining Heavy Cleaning and CCTV Inspection			
B-11	8" - 12" diameter	LF	No Bid
B-12	14" - 18" diameter	LF	No Bid
B-13	20" - 24" diameter	LF	No Bid
B-14	27" - 42" diameter	LF	No Bid
B-15	48" - 72" diameter	LF	No Bid
Sliplining Root Removal and CCTV Inspection			
B-16	8" - 12" diameter	LF	No Bid
B-17	14" - 18" diameter	LF	No Bid
B-18	20" - 24" diameter	LF	No Bid
B-19	27" - 42" diameter	LF	No Bid
B-20	48" - 72" diameter	LF	No Bid
Tuberculation Cleaning and CCTV Inspection			
B-21	8" - 12" diameter	LF	No Bid
B-22	14" - 18" diameter	LF	No Bid
B-23	20" - 24" diameter	LF	No Bid
B-24	27" - 42" diameter	LF	No Bid
B-25	48" - 72" diameter	LF	No Bid

Sliplining Rehabilitation – Furnish & Installation – Stormwater Drainage Culverts

	8" diameter Sliplining		
B-26	Polyethylene	LF	No Bid
B-27	High Density Polyethylene (DR rated)	LF	No Bid
B-28	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	10" diameter Sliplining		
B-29	Polyethylene	LF	No Bid
B-30	High Density Polyethylene (DR rated)	LF	No Bid
B-31	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	12" diameter Sliplining		
B-32	Polyethylene	LF	No Bid
B-33	High Density Polyethylene (DR rated)	LF	No Bid
B-34	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	15" diameter Sliplining		

B-35	Polyethylene	LF	No Bid
B-36	High Density Polyethylene (DR rated)	LF	No Bid
B-37	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	18" diameter Sliplining		
B-38	Polyethylene	LF	No Bid
B-39	High Density Polyethylene (DR rated)	LF	No Bid
B-40	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	21" diameter Sliplining		
B-41	Polyethylene	LF	No Bid
B-42	High Density Polyethylene (DR rated)	LF	No Bid
B-43	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	24" diameter Sliplining		
B-44	Polyethylene	LF	No Bid
B-45	High Density Polyethylene (DR rated)	LF	No Bid
B-46	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	27" diameter Sliplining		
B-47	Polyethylene	LF	No Bid
B-48	High Density Polyethylene (DR rated)	LF	No Bid
B-49	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	30" diameter Sliplining		
B-50	Polyethylene	LF	No Bid
B-51	High Density Polyethylene (DR rated)	LF	No Bid
B-52	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	36" diameter Sliplining		
B-53	Polyethylene	LF	No Bid
B-54	High Density Polyethylene (DR rated)	LF	No Bid
B-55	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	42" diameter Sliplining		
B-56	Polyethylene	LF	No Bid
B-57	High Density Polyethylene (DR rated)	LF	No Bid
B-58	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	48" diameter Sliplining		
B-59	Polyethylene	LF	No Bid
B-60	High Density Polyethylene (DR rated)	LF	No Bid
B-61	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid

	52" diameter Sliplining		
B-62	Polyethylene	LF	No Bid
B-63	High Density Polyethylene (DR rated)	LF	No Bid
B-64	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	54" diameter Sliplining		
B-65	Polyethylene	LF	No Bid
B-66	High Density Polyethylene (DR rated)	LF	No Bid
B-67	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	60" diameter Sliplining		
B-68	Polyethylene	LF	No Bid
B-69	High Density Polyethylene (DR rated)	LF	No Bid
B-70	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	72" diameter Sliplining		
B-71	Polyethylene	LF	No Bid
B-72	High Density Polyethylene (DR rated)	LF	No Bid
B-73	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
C. MANHOLE REHABILITATION			
C-1	Clean New Sanitary/Storm Sewer Manhole/Wetwell	SF	\$ 6.41
C-2	Clean Existing Sanitary/Storm Sewer Manhole/Wetwell	SF	\$ 10.87
C-3	Chemical Grout Injection (Small)	TUBE	\$ 117.48
C-4	Chemical Grout Injection (Large)	GAL	\$ 469.92
C-5	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	\$ 19.97
C-6	Coat New Sanitary/Storm Sewer Manhole	SF	\$ 26.73
C-7	Coat Existing Sanitary/Storm Sewer Manhole	SF	\$ 29.37
C-8	Coat Existing Wetwell	SF	\$ 29.37
C-9	Interior Manhole Coating/Lining Repair	SF	\$ 29.96
C-10	Manhole Test	SF	\$ 16.02
C-11	Concrete Adjustment Rings (0"-12")	VF	\$ 614.10
C-12	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	\$ 283.01
C-13	Bench Replacement	EA	\$ 694.20
C-14	Replace Frame & Cover (24"-30")	EA	\$ 2,242.80
C-15	Replace Frame & Cover (32"-36")	EA	\$ 2,937.00
C-16	Inside Drop System 4" - 8"	EA	\$ 2,830.20
C-17	Inside Drop System 10" - 12"	EA	\$ 3,417.60
D. ANCILLARY SERVICES			
	By-Pass Pumping & Dewatering		


D-1	8" diameter	LF	\$ 3.20
D-2	10" diameter	LF	\$ 6.41
D-3	12" diameter	LF	\$ 8.54
D-4	15" diameter	LF	\$ 10.68
D-5	18" diameter	LF	\$ 16.02
D-6	21" diameter	LF	\$ 19.22
D-7	24" diameter	LF	\$ 25.63
D-8	27" diameter	LF	\$ 32.04
D-9	30" diameter	LF	\$ 37.38
D-10	36" diameter	LF	\$ 57.67
D-11	Service Connection - Grouting	Each	\$ 507.30
	Maintenance of Traffic (MOT)		
D-12	Traffic Control – MOT Index 601 or 602 (per day)	Day	\$ 267.00
D-13	Traffic Control – MOT Index 603 or higher (per day)	Day	\$ 801.00
D-14	Traffic Control – MOT Index 601 or 602 (per week)	Week	\$ 1,335.00
D-15	Traffic Control – MOT Index 603 or higher (per week)	Week	\$ 1,869.00
D-16	Variable Message Board	Week	\$ 667.50


Section 1


Manholes Recommended for Rehabilitation Map

Basin 1

Legend

 Town of Surfside Boundary

 Minor Rehabilitation (Basin 1) (7)

 MHs to be Rehabilitated (Basin 1) (23)



Section 1

Manholes Recommended for Rehabilitation Map

Basin 2

Section 2

Manholes Recommended for Rehabilitation

Summary Table

Basin 1

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-8	Yes	Sound	Minor	None	Moderate	Minor Gaps	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab, check I/I.	Link
SWR-P-9	Yes	Sound	Moderate	None	Major	Minor Gaps	Poor	None	See cracks around MH walls, poor MH base condition, possible I/I presence.	Link
SWR-P-11	Yes	Sound	Major	None	Moderate	Tight	Poor	None	Presence of I/I. Cracks around MH walls. Requires cleaning and rehab.	Link
SWR-P-16	Yes	Sound	Minor	None	Moderate	Minor Gaps	Moderate	None	Presence of I/I reaches to above top of pipe. Requires cleaning and rehab.	Link
SWR-P-29	Yes	Sound	None	None	Minor	Minor Gaps	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-30	Yes	Sound	None	None	None	Tight	Poor	None	See MH Base poor condition. Requires cleaning and rehab.	Link
SWR-P-44	No	Corroded	Moderate	None	Minor	Tight	Good	None	Exposed brick on manhole wall, grease accumulation, manhole wall seems to be eroding. See cracks around MH chimney. Clean surcharge and rehab I/I.	Link
SWR-P-50	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Clean surcharge and rehab I/I.	Link
SWR-P-61	Yes	Sound	Moderate	None	Major	Minor Gaps	Poor	None	Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects.	Link
SWR-P-77	Yes	Sound	Moderate	None	Moderate	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab. Possible I/I from bench area.	Link
SWR-P-421	Yes	Sound	None	None	Minor	Tight	Moderate	Structural Defect	See cracks around MH chimney. Some structural pieces due to cracking in invert causing obstruction. Requires cleaning and rehab.	Link
SWR-P-529	Yes	Corroded	Major	None	Major	Minor Gaps	Poor	Structural Defect	Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects.	Link
SWR-P-655	Yes	Sound	Minor	None	Moderate	Tight	Poor	Structural Defect	See invert deformation.	Link
SWR-P-824	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1050	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I can be seen at edges of MH. Requires cleaning and rehab.	Link

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-1181	Yes	Sound	None	Minor	Moderate	Tight	Good	None	Root intrusion, manhole walls are deteriorated.	Link
SWR-P-1296	Yes	Sound	Major	None	Major	Minor Gaps	Poor	Structural Defect	See multiple cracks/holes MH base.	Link
SWR-P-1304	Yes	Sound	None	None	Minor	Tight	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1508	No	Sound	Minor	None	Minor	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab.	Link
SWR-P-1509	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab.	Link
SWR-P-1513	Yes	Sound	None	None	Moderate	Tight	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1529	Yes	Sound	Moderate	None	None	Tight	Good	None	See possible I/I presence. Requires cleaning and rehab.	Link
SWR-P-1548	Yes	Sound	None	None	None	Tight	Moderate	None	Review possible brick exposure on invert.Requires cleaning and rehab, asphalt cracking around rim.	Link
SWR-P-33	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1515	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1531	Yes	Corroded ²	None	None	None	Tight	Moderate	None	See cover condition	Link
SWR-P-1540	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1544	Yes	Corroded ²	None	None	None	Tight	Moderate	None	See cover condition	Link
SWR-P-656	No ¹	Sound	Minor	None	None	Tight	Poor	None	Large amounts of grease accumulated, causing obstruction. Only needs cleaning. Missing Raindish.	Link
SWR-P-1524	No ¹	Sound	None	None	None	Tight	Good	None	Existing sewer manhole covered by asphalt. Contractor is to excavate manhole & adjust grade.Missing Raindish.	Link

¹Manhole in good conditions, although is missing the raindish

²Manhole in good conditions, although with a defective cover

Section 2

Manholes Recommended for Rehabilitation

Summary Table

Basin 2

Town of Surfside
 Sewer Manhole Inspection Reporting Table
 Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-1	Yes	Sound	None	None	Moderate	Tight	Moderate	None	Requires cleaning and rehab. Bricks Exposed.	Link
SWR-P-5	Yes	Sound	Moderate	None	None	Tight	Poor	Structural Defect	See MH Base for possible I/I. Possible Structural Defect in Outlet.	Link
SWR-P-6	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-18	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-36	Yes	Sound	None	None	Minor	Tight	Good	None	Requires cleaning and rehab.	Link
SWR-P-55	Yes	Sound	None	None	None	Tight	Poor	Structural Defect	<Null>	Link
SWR-P-56	Yes	Sound	None	None	Moderate	Tight	Moderate	None	Structure is cracked, brick exposed. Clean surcharge and rehab I/I.	Link
SWR-P-62	Yes	Sound	Major	None	Major	Tight	Poor	None	Check Infiltration in picture	Link
SWR-P-63	Yes	Sound	Major	None	Major	Major Gaps	Poor	None	See major base structural defects, possible presence of I/I (white spots), very poor conditions.	Link
SWR-P-64	Yes	Sound	None	None	Moderate	Major Gaps	Poor	Structural Defect	<Null>	Link
SWR-P-67	Yes	Sound	Moderate	None	None	Tight	Poor	None	Requires cleaning and rehab. Possible I/I .	Link
SWR-P-68	Yes	Sound	Moderate	None	None	Tight	Good	None	Requires cleaning and rehab. Possible I/I .	Link
SWR-P-69	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab. Manhole step is corroded, requires attention.	Link
SWR-P-70	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab. Manhole step is corroded, requires attention.	Link
SWR-P-71	Yes	Sound	Moderate	None	Minor	Tight	Moderate	None	See white spots on walls, possible I/I. See MH Base shape, not symmetrical. TBD	Link

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-84	Yes	Sound	None	None	None	Tight	Moderate	None	See MH Base. Possible cracks. TBD. Requires rehab, check for I/I on bench area, Step needs to be removed for safety.	Link
SWR-P-90	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab.	Link
SWR-P-117	Yes	Sound	None	None	None	Minor Gaps	Good	None	See small crack on Inlet A Pipe Seal. Requires cleaning and rehab. Possible I/I from bench area.	Link
SWR-P-124	Yes	Sound	Minor	None	None	Tight	Good	None	White spots on walls might be resulting of I/I, TBD. Requires cleaning and rehab.	Link
SWR-P-369	Yes	Sound	None	None	Minor	Tight	Good	None	See MH Chimney cracks. Requires cleaning and rehab.	Link
SWR-P-378	Yes	Sound	Minor	None	None	Tight	Moderate	None	Review for possible presence of I/I. Requires cleaning and rehab.	Link
SWR-P-478	Yes	Sound	None	None	Minor	Tight	Good	None	Requires cleaning and rehab.	Link
SWR-P-708	Yes	Sound	Moderate	None	None	Tight	Good	None	Requires cleaning and rehab for I/I	Link
SWR-P-712	Yes	Sound	Minor	None	Minor	Tight	Moderate	None	Requires cleaning and rehab for I/I	Link
SWR-P-1216	Yes	Sound	Minor	None	Minor	Tight	Moderate	None	Manhole wall slightly worn down, exposing brick. Requires cleaning and rehab.	Link
SWR-P-1295	Yes	Sound	Moderate	None	Moderate	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1518	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1196	Yes	Cracked ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-57	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link
SWR-P-73	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link

Town of Surfside
 Sewer Manhole Inspection Reporting Table
 Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-75	No ¹	Sound	None	None	None	Tight	Moderate	None	Missing Raindish	Link
SWR-P-76	No ¹	Sound	None	None	None	Tight	Moderate	None	Missing Raindish	Link
SWR-P-1512	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link
SWR-P-1543	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link

¹Manhole in good conditions, although is missing the raindish

²Manhole in good conditions, although with a defective cover



MEMORANDUM

ITEM NO. 3F.

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

From: Andrew Hyatt - Town Manager

Date: October 12, 2022

Subject: **Youth Tennis Program**

Town Administration is requesting approval of the Agreement with GM Sports, in substantially the forms attached hereto as Exhibit "A," and to authorize the expenditure of funds of \$45,000 for the services for Fiscal Year 2023.

The Town of Surfside, Parks and Recreation Department, has previously arranged each year for the professional coaching and instruction for Youth Sports Program participants with contractual sports coaching services. Over the past 15 years GM Sports have provided high quality Tennis Instruction for the Town's Parks and Recreation Youth Sports Programs. GM Sports holds Certifications from United States Professional Tennis Association, and United States Professional Tennis Registry.

Youth Tennis programs run annually for 3 seasons, Fall, Winter and Spring. Tennis runs 6 days a week for 8 weeks per session. The professional coaching and instruction provided by this organization over the years have contributed to the long-time successful operations of the Youth Sports Programs. The Youth Tennis Programs are at maximum enrollment capacity during the course of the year. Youth Tennis is budgeted under Tourist Resort Tax for the full amount of \$45,000.00 to operate the program annually.

The Town of Surfside, Parks and Recreation Department, has utilized this organization from the start of the Youth Tennis program. The stability and professional coaching and instruction have contributed to the efficiency, popularity and overall long-term success of the program. The cost associated with the professional coaching is consistent with other outside organizations. Per the Town's purchasing code Sec 3-13.7 (d) this item is exempt from the competitive bidding policy.

Resolution Approving Youth Tennis Agreement Expenditure

Exhibit A - Youth Tennis Program Agreement with GM Sports FY 2022-2023

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH GM SPORTS TENNIS, LLC FOR THE TOWN'S YOUTH TENNIS PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; ; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, GM Sports Tennis, LLC. ("GM Sports") has agreed to perform the Services necessary to operate the Town's Youth Tennis Program pursuant to the contractual services agreement attached hereto as Exhibit "A" (the "Agreement") in an amount not to exceed \$45,000; and

WHEREAS, Section 3-13(7)(d) of the Town Code of Ordinances (the "Code") provides that contracts for recreational and sports providers, as approved by the Town Manager when deemed in the Town's best interests, for the benefit of the citizens of Surfside and the general public at any town sanctioned activity, are exempt from the competitive bidding procedures of the Town Code; and

WHEREAS, the Town Commission finds that the proposed services under the Agreement are exempt from competitive bidding pursuant to Section 3-13(7)(d) of the Town Code; and

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

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization of Agreement. The Town Commission hereby approves the Agreement with GM Sports, in substantially the form attached hereto as Exhibit "A." Pursuant to Section 3-13(7)(d) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

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

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend funds in an amount not to exceed \$45,000 for the Services.

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

PASSED AND ADOPTED this ___ day of _____, 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:**

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

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

This Contractual Services Agreement (“Agreement”) is entered into and made effective this ___ day of October, 2022, between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the “Town”) and **GM SPORTS TENNIS, LLC** (“Contractor”), a Florida Limited Liability Company.

WITNESSETH:

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

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

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

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

1. Services:

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

At the request of the Town Manager or Town Manager’s Designee, the Contractor shall provide services necessary to operate the **Town’s Youth Tennis Program** (the “Services”). The Contractor shall maintain the following memberships and certifications while performing the Services for the Town: **Membership in the United States Professional Tennis Registry (USPTR)**.

Contractor and any employees, agents, subcontractors, or representatives of Contractor must meet all requirements as set forth herein including, and not limited to, successful completion of a background check which may include, (if applicable for services to be provided,) criminal background check, drug screening, credit check, reference check, past employment verification and proof of education; and written approval by the Town Manager or his designee prior to beginning work with the Town.

2. TERM:

The Term of this Agreement shall commence upon the **October __, 2022**, and shall continue through **September 30, 2023**, unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

3. FEE/HOURS OF SERVICE:

Contractor shall receive no other (than listed below) compensation or benefits from the Town. Contractor shall pay all of its own expenses incurred in performing the contract services except that the Town shall reimburse Contractor for expenses pre-approved in writing by the Town Manager.

The Town shall pay the Contractor an hourly base fee of **\$60.00 per class in an amount not to exceed \$45,000.00 for fiscal year 2022-2023** for Contractor's Services. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

4. TERMINATION:

Either party may termination this Agreement without cause upon seven (7) days written notice to the other party.

The following shall constitute default by Contractor and give the Town the right to terminate this Agreement for cause:

- A. Poor attendance, which shall mean two (2) or more unexcused absences; or
- B. Failing to perform the services required under this Agreement or failing to timely begin classes and other services herein.

Upon default by Contractor, the Town may terminate this Agreement immediately by providing written notice of such default. Contractor shall be paid for those services actually performed and approved by the Town Manager, or his designee, up to the time of termination.

5. INDEPENDENT CONTRACTOR STATUS:

It is expressly intended, understood and agreed that Contractor is acting solely as an independent contractor and in no respect an agent, servant, or employee of the Town. Accordingly, Contractor shall not attain or be entitled to any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor's employees shall not be deemed an employee of, the Town. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

Contractor shall be solely responsible for any injuries suffered by Contractor's employees. It is clear that Town will not provide workers' compensation insurance for Contractor or its employees. Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of Contractor shall be deemed to be an employee or agent of Town. Contractor shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the Town. Should any question arise as to the interpretation or as to the nature of the services to be provided by Contractor the opinion of the Contractor shall establish for all purposes the nature of the work. Contractor shall have no power to obligate Town

in any manner whatsoever. Town shall not be liable for any acts of the Contractor in the performance of this Agreement.

6. RECORDS:

Contractor further agrees that all records, books, documents, papers and financial information (“Records”) that result from Contractor providing services to Town under this agreement shall be the property of the Town. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the Town by Contractor within ten (10) days. Contractor shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The Town Manager or his designee shall have access to and the right to examine and audit any Records involving Contractor’s services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the Contractor, his heirs, successors and assigns.

7. INSURANCE/INDEMNIFICATION:

Contractor shall carry General Liability insurance of at least **\$1,000,000 per occurrence**. The Town shall be named as an additional insured on any such insurance policy and the policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the Town at least 30 days prior to the effective date of cancellation or reduction in coverage. Contractor shall provide Town with a copy of the policy prior to the commencement of any instructional services by either Contractor or instructors hired by Contractor.

Contractor agrees to indemnify, defend and hold Town and its officers, directors, officials, employees and agents harmless from and against all fines, penalties, costs and expenses (including but not limited to attorney’s fees), suits, actions, damages, judgments, claims, demands, liabilities, losses and causes of action which may be asserted against or suffered or incurred by Town arising out of incident to or in connection with the furnishing of the contract services by Contractor or any activities by Contractor under this agreement or otherwise based upon the negligence, intentional tort, omissions of, or the breach of this agreement by Contractor.

The provisions of this section shall survive termination of this Agreement.

8. COUNTERPARTS:

This Agreement may be executed in town or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. A facsimile signature on a counterpart shall be acceptable and binding.

9. ASSIGNMENT:

The services of Contractor are personal in nature. Accordingly, Contractor shall not assign his/her rights to this Agreement without the prior written consent of the Town Manager. Contractor may assign this Agreement to a corporation wholly owned by the Contractor, or to any entity in which the Contractor is a majority shareholder.

10. BACKGROUND CHECK:

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, successors and assigns. Contractor may not assign its rights or obligations hereunder without the prior written consent to Town. No waiver by the parties of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein. This Agreement shall be deemed to have been mutually drafted by the parties. Therefore, neither this Agreement nor any section hereof or amendment hereto shall be construed against any party due to the fact that the Agreement or any section hereof or amendment hereto may have been primarily drafted by said party. If any provision of this Agreement, or the applications of such provision to any person or circumstance, shall be held invalid the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any litigation be commenced between the parties thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs and a reasonable sum for attorney's fees in such litigation and any appeal thereof or in bankruptcy proceedings. Venue in any litigation shall lie exclusively in Miami-Dade County, Florida. **THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

GM SPORTS TENNIS, LLC

By: _____
Andrew Hyatt
Town Manager

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:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)



MEMORANDUM

ITEM NO. 3G.

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

From: Andrew Hyatt - Town Manager

Date: October 12, 2022

Subject: **Youth Soccer Program**

Town Administration is requesting approval of the Agreement with Alves Sports Group, in substantially the forms attached hereto as Exhibit "A," and to authorize the expenditure of funds of \$46,000 for the services for Fiscal Year 2023.

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

Youth Soccer run annually for 3 seasons, Fall, Winter and Spring. Each Soccer Season runs 3 days a week for 10 weeks and competitive games are played off site on weekends. The professional coaching and instruction provided by this organization over the years have contributed to the long-time successful operation of the Youth Sports Program. The Youth Soccer Programs are at maximum enrollment capacity during the course of the year. Youth Soccer is budgeted under Parks and Recreation (Other Contractual Service) for the full amount of \$46,000 to operate the programs annually.

The Town of Surfside, Parks and Recreation Department, has utilized this organization from the start of the Youth Soccer program. The stability and professional coaching and instruction have contributed to the efficiency, popularity and overall long-term success of the program. The cost associated with the professional coaching is consistent with other outside organizations. Per the Town's purchasing code Sec 3-13.7 (d) this item is exempt from the competitive bidding policy.

Resolution Approving Youth Soccer Agreement Expenditure.DOCX

Alves Sports 22.doc

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ALVES SPORTS GROUP LLC FOR THE TOWN'S YOUTH SOCCER PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Alves Sports Group LLC. ("Alves Sports") has agreed to perform the Services necessary to operate the Town's Youth Soccer Program pursuant to the contractual services agreement attached hereto as Exhibit "A," (the "Agreement") in an amount not to exceed \$46,000; and

WHEREAS, Section 3-13(7)(d) of the Town Code of Ordinances (the "Code") provides that contracts for recreational and sports providers, as approved by the Town Manager when deemed in the Town's best interests, for the benefit of the citizens of Surfside and the general public at any town sanctioned activity, are exempt from the competitive bidding procedures of the Town Code; and

WHEREAS, the Town Commission finds that the proposed services under the Agreement are exempt from competitive bidding pursuant to Section 3-13(7)(d) of the Town Code; and

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

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization of Agreements. The Town Commission hereby approves the Agreement with Alves Sports, in substantially the form attached hereto as Exhibit "A." Pursuant to Section 3-13(7)(d) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

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

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend funds in an amount not to exceed \$46,000 for the Services.

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

PASSED AND ADOPTED this ____ day of _____, 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:**

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

**TOWN OF SURFSIDE
CONTRACTUAL SERVICES AGREEMENT**

Soccer Programs

This Contractual Services Agreement (the “Agreement”) is made and entered into as of this 1st day of October, 2022, by and between **Alves Sports Group, LLC**, a Florida Limited Liability Company, its Successors and/or Assigns (hereinafter “Provider”), with a principal address of 1001 91st Street #607 Bay Harbor, FL 33154 and the **Town of Surfside, Florida**, a Florida municipal corporation (hereinafter “Town”), with a principal address of 9293 Harding Avenue, Surfside, Florida 33154.

WHEREAS, Town agrees to allow Provider to conduct Soccer Programs at Town Parks and Recreation facilities, including the Town’s Community Center (“Town Facilities”), throughout the Town for youth summer camp or aquatic recreational and instructional programs (“Services” or “Soccer Programs”); and

WHEREAS, Provider is willing to provide proof of required insurance, release, and indemnify the Town from any liability related to the conduct of the Soccer Programs.

NOW, THEREFORE, in exchange for the mutual promises contained herein, the Town agrees as follows:

1. **RECITALS**: The recitals are incorporated herein and made part of this Agreement.
2. **RELEASE, HOLD HARMLESS AND INDEMNIFICATION**:
 - a. Provider releases the Town, its commissioners, officers, employees, agents, contractors, and volunteers from any and all costs damages, and expenses, including any attorney’s fees arising from any claims, damages, and liabilities by Provider and any third parties arising from, related to, and connected with the Services provided pursuant to this Agreement and Provider’s use of the Town’s facilities.
 - b. Provider shall defend, 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, including legal fees and costs, arising out of or, related to, or in any way connected with the Services provided pursuant to this Agreement and Provider’s use of Town facilities in conducting Soccer Programs. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider, including but not limited to the Provider’s officers, officials, employees, representatives, agents, contractors officers, subcontractors and their officers, and all those others providing the Services, against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and

expert fees and suit costs, for trials and appeals, that the Town may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Provider in the execution, performance or non-performance or failure to adequately perform the Services and Provider's obligation pursuant to this Agreement. This Section 2 shall survive the termination or expiration of this Agreement.

3. **SOVEREIGN IMMUNITY**: Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
4. **TERMINATION FOR CONVENIENCE**: This Agreement may be terminated by the Town, without cause or for convenience, by providing Provider with written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective ten (10) days from the date of said notice. This Agreement may be terminated by Provider, without cause, by providing Town written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective sixty (60) days from the date of said notice.
5. **ASSIGNMENT**: Provider shall not assign all or any portion of this Agreement, or its obligations under this Agreement, without the prior written consent of the Town Manager, in the Town Manager's sole and absolute discretion. Provider shall notify the Town Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the Town Manager, the assignee shall agree to be bound by all the terms, covenants and obligation of this Agreement required of Provider.
6. **NO DISCRIMINATION/EQUAL OPPORTUNITY EMPLOYER**: Provider agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. Provider will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance. Provider will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions

of this non-discrimination clause. Provider agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

7. **DISCRETION OF TOWN:** Provider agrees to consult, review and receive prior approval on every aspect of the Soccer Programs with the Town before implementing. Any matter not expressly provided for herein dealing with the Town or decisions of the Town pertaining to this Agreement shall be within the exercise of the reasonable professional discretion of the Town Manager or his Designee/Director Parks and Recreation.
8. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Provider and its employees, volunteers, and agents shall be and remain independent from, and not an agent or employee of the Town with respect to all Services performed and all activities of Provider. 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. Provider, including its employees and agents, is an independent Provider and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render Provider an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations, which have been or shall have been undertaken by the Town. Provider shall be responsible for any and all of its own expenses in performing its duties as contemplated under this Agreement. The Town shall not be responsible for any expense incurred by Provider. The Town shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of Provider other than those set forth in this Agreement. Provider shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.
9. **COSTS: FEE/HOURS OF SERVICE:**
Provider shall receive no other (than listed below) compensation or benefits from the Town. Provider shall pay all of its own expenses incurred in performing the Services except that the Town shall reimburse Provider for expenses pre-approved in writing by the Town Manager. Town shall pay an hourly base fee of **\$100.00/Head Coach per class, \$50.00/ First Assistant Coach per class and \$30.00/Second Assistant Coach per class (not to exceed \$46,000.00 in Fiscal Year 2023)** to Provider for Services as provided hereinabove. Provider shall submit an invoice once monthly to the Town as determined by the Services provided. Provider shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Provider to the Internal Revenue Service on IRS Form 1099, as may be required.
10. **PROOF OF INSURANCE:** Provider shall, at its sole cost and expense, during the period of the Soccer Programs being conducted under this

Agreement, procure and maintain the following minimum insurance coverages to protect the Town and Provider against all loss, claims, damage and liabilities caused by Provider, its employees and agents, as indicated below:

Comprehensive General Liability (“CGL”) insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.

Abuse and Molestation Coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence.

Worker’s Compensation for all employees, as required by law, and which policy must include Employer’s Liability with minimum limits of \$1,000,000.00.

Business Automobile Liability which shall include coverage for all business owned and business hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage.

Insurance required of Provider shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town. Such insurance shall not diminish Provider’s indemnification and obligations hereunder. The insurance policy (ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town with a minimum A.M. Best rating of A-Excellent. Before any Services under this Agreement are performed, and at any time upon request, Provider shall furnish to the Town certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the Town named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the Town. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its subcontractors, if any, providing Services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

11. **BACKGROUND CHECK:** Provider agrees that based upon the type of Services to be provided, the Agreement is conditioned upon successful

completion of current criminal and other background checks, including any or all of the following; drug screening, criminal, credit check, reference check, past employment verification, and proof of education.

Provider shall be responsible for maintaining current background checks on all employees involved in the performance of the Agreement. Background checks must be performed prior to the performance of any Services by the employee under this Agreement. Written verification of all background checks must be provided to the Town Manager prior to the performance of any Services by the Provider and employee under this Agreement. Provider acknowledges that in the performance of the Services contemplated in this Agreement, Provider and its employees may have contact with children. Accordingly, no employees shall be assigned to perform Services for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any instructional services by either Provider or instructors hired by Provider.

12. TERMS AND CONDITIONS OF THE Agreement:

- a. **Duration:** October 1st, 2022 through September 30th, 2023.
- f. **Reservation:** Town reserves the right to move Provider to another location/building in the Town when necessary to run a Town program.
- g. **Town will provide:**
 - i. Production and distribution of marketing materials
 - ii. Field
 - iii. Custodial staff for sanitizing and disinfecting
 - iv. All necessary equipment and first aid supplies
- h. **Provider will be responsible for:**
 - i. Repair or replacement of any damaged or missing Town equipment
 - ii. Proof of all insurance with endorsements as outlined in Section 10 above.
 - iii. Proof of current background checks as required in Section 11 above.
 - iv. Compliance with all applicable local, state and federal laws and regulations, including all current licenses and certifications required to perform the Services.

13. **FORCE MAJEURE:** Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by Provider. The party whose performance is affected shall request an extension of time to perform its obligations stated in this Agreement by notifying the other party, which it is obligated within ten

(10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

14. **VENUE**: The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida. The venue or location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

15. **PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**:

- a. If either the Town or the Provider is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in accordance with the laws of the State of Florida.
- b. 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.

16. **SEVERABILITY**: The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body, If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

17. **ENTIRE AGREEMENT**: This Agreement shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and approved by the Town Attorney. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the Town and Provider.

18. **COMPLIANCE WITH LAWS**: Provider shall comply with all applicable

laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Services and all activities for the Soccer Programs and while occupying the Town's Facilities. Provider shall obtain all required permits from all jurisdictional agencies, including the Town, to perform any Services related to its Soccer Programs. Provider shall conduct its operations so as not to interfere with or close any other activities scheduled at Town Facilities, without the written consent of the Town or governing jurisdiction and in compliance with all local, state, and federal regulations, certifications, permits, and requirements.

19. Ownership and Access to Records and Audits.

- a. Provider agrees to keep and maintain public records in Provider's possession or control in connection with Provider's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Provider involving transactions related to this Agreement. Provider additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Provider 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.
- b. Upon request from the Town's custodian of public records, Provider 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.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- d. 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 Provider shall be delivered by the Provider to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Provider 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 Provider shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- e. Any compensation due to Provider shall be withheld until all records are received as provided herein.
- f. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- g. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF**

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'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

20.

The undersigned have executed this Agreement on the ____ day of October, 2022.

**TOWN OF SURFSIDE,
FLORIDA,** A Florida Municipal
Corporation

Andrew Hyatt
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Miami-Dade: (305) 861-4863

Attest:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Town Attorney

Alves Sports Group, LLC, a
Florida Limited Liability Company

Eduardo Gabriel Alves
1001 91st Street #607
Bay Harbor, FL 33154

E-VERIFY AFFIDAVIT

In accordance with Executive Order 11-116, and Section 448.095 of the 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



MEMORANDUM

ITEM NO. 3H.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Town Manager Andrew Hyatt
Date: October 12, 2022
Subject: **Town of Surfside Gazette Printing and Mailing Vendor**

Town Administration recommends authorizing an expenditure of \$35,552 for printing services related to the Town Gazette for FY 2023.

The Town of Surfside seeks a printing and mail processing vendor for the monthly Gazette. The publication is produced in house, but requires printing and mailing as it is home delivered to all Surfside residents. Earlier this fiscal year the Town switched vendors to engage PCI/Original Impressions in an effort to avoid the delivery delays experienced with the former vendor.

Original Impressions/PCI is the only printing company in Southeast Florida that is certified as commingling USPS Seamless Partner. Original Impressions/PCI does not subcontract their mail operations, so once the materials are printed and finished, they go directly into the mail stream. These unique mail services are the reason they are able to deliver on time unlike other vendors. More information on their commingling capability and mail processing facility is attached.

The expenditure breakdown is estimated to be \$27,552 for 12 standard 16-page issues and an additional \$8,000 is allocated for special editions or issues longer than 16 pages as needed.

While professional services are exempt from competitive bidding under Sec. 3-13(2) of the Town's Purchasing Code, the Communications Department secured additional quotes from other printing companies like DDRRepo Graphics which cost \$1,780 per issue, and Commercial Printers Inc., which cost \$2,268 per issue. Neither company (or others in the region) have the in-house mail services that Original Impressions/PCI offers which allows for on-time delivery. Without those in-house services, the publication may be delivered two to three weeks late due

to ongoing challenges with the United States Postal Service (USPS).

Postage, which is an additional cost, is also exempt from competitive bidding under Sec. 3-13(7)a of the Town's Purchasing Code.

[Resolution Approving Town Gazette Vendor](#)

[Commingling Facility Email Confirmation](#)

[PCI USPS Capabilities](#)

[PCI Annual FY 2022 2023 Estimate](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PRINTING AND MAILING SERVICES FROM ORIGINAL IMPRESSIONS, LLC FOR THE PRINTING AND MAILING OF THE TOWN GAZETTE; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT AND/OR PURCHASE ORDER FOR THE SERVICES WITH PCI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is in need of printing and mailing services for the Town’s Gazette (the “Services”); and

WHEREAS, Postal Center International, Inc. (“PCI”), the parent company of Original Impressions, LLC (“Original Impressions”) has submitted a proposal, attached hereto as Exhibit “A,” in the amount of \$27,552 for the Services, which includes 12 standard 16-page issues of the Town Gazette (the “Proposal”); and

WHEREAS, the Town Administration obtained quotes from other vendors offering similar services and found that PCI / Original Impressions is the only company in South Florida that is certified as a commingling United States Postal Service (USPS) Seamless Partner, allowing for materials to be printed and mailed directly to the mail stream; and

WHEREAS, the Town Administration requests the approval of an additional \$8,000 allocation for special editions or longer issues of the Town Gazette, as needed (the “Additional Allocation”); and

WHEREAS, pursuant to Section 3-13(2) of the Town Code of Ordinances (“Code”), contracts for professional services are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve the purchase of the Services, the Additional Allocation, and authorize the Town Manager to execute an agreement and/or purchase order with Original Impressions for the Services in accordance with the Proposal; and

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Purchase Services. The Town Commission hereby approves the purchase of the Services from Original Impressions in the amount of \$27,552 for fiscal year 2022-2023, together with the Additional Allocation in the amount of \$8,000, on an as needed basis. The Town Manager is authorized to negotiate and execute an agreement and/or purchase order with the Contractor based on the Proposal attached hereto as Exhibit "A," subject to the approval as to form, content, and legal sufficiency by the Town Attorney and Town Manager.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that pursuant to Sections 3-13(2) of the Town's Code, the purchase of the Services is exempt from competitive bidding.

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services and the purposes of this Resolution.

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

PASSED AND ADOPTED this ___ day of _____, 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:**

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

From: Ellerbee, Michele A - Tampa, FL <michele.a.ellerbee@usps.gov>
Sent: Thursday, September 15, 2022 4:46 PM
To: Jorge Simonovsky <jorges@surfpci.com>
Cc: Nelson Penalver <NelsonP@surfpci.com>
Subject: RE: [EXTERNAL] RE: Gazette Production Fiscal Year 2022-23

PCI is a USPS business partner in South Florida using seamless acceptance for commingling mail.

Michele A. Ellerbee

Michele A. Ellerbee
Manager, Business Alliance (A)
US Postal Service
6013 Benjamin Rd. #205
Tampa FL 33634-5178

(813) 215-3253 C
(813) 889-3910 O

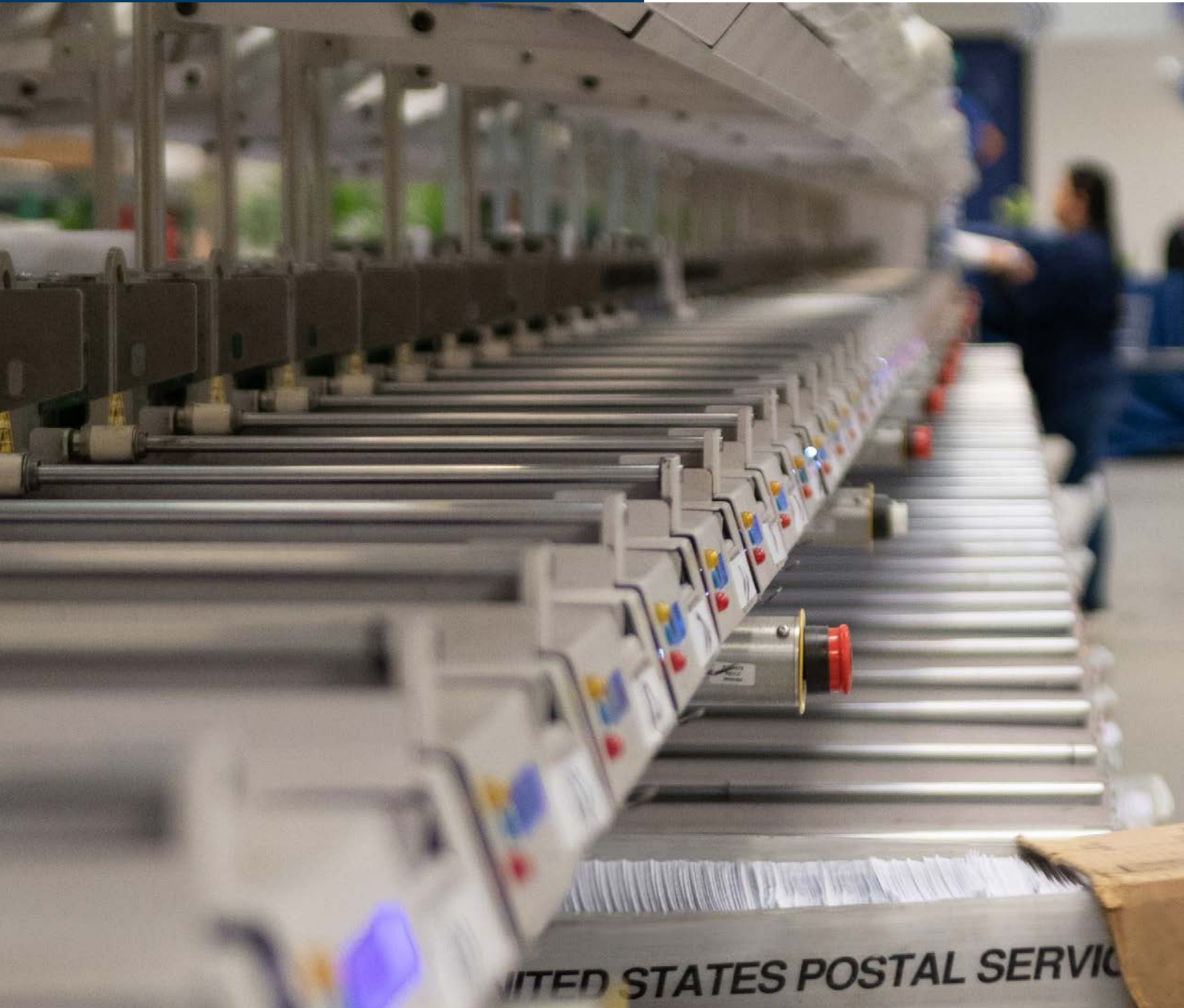
]

MAIL

AT THE SPEED OF YOUR BUSINESS



THE PRINT, MAIL + MARKETING
POWERHOUSE



POWERING GREAT BUSINESS WITH SERVICES ALL IN ONE PLACE

CREATIVE | E-BUSINESS | PRINT | PROMOTIONAL | FULFILLMENT | MAIL | SIGNS | PACKAGING

PROCESSING FOR SPEED, ACCURACY AND INTEGRITY

PROCESSING

As the leader in print, mail and marketing, Postal Center International (PCI) provides ahead-of-the-curve services, solutions and support that keeps pace with the ever-changing needs of its growing portfolio of enterprise clients. From printing and processing their business collateral needs, to powering up their mail with the most efficient, state-of-the-art equipment and deepest USPS discounts, to delivering online portals and digital tools, and securing their critical data with third-party, industry-recognized regulatory compliance, we continue to deliver a powerhouse of efficiency while providing unmatched value to their business.

To that end, we hold an unwavering belief at every level of our business that any business challenge can be resolved with the right mix of solutions. We know that innovation is not limited to products, technology or creative thinking. It is about leveraging our knowledge of the markets we serve, our clients' business and insights gathered – and then turning up the volume on those with our fully integrated line-up of powerhouse solutions to create a consistent end-to-end client experience. A large part of this process is the collaborative partnerships we forge not only with our clients but within our industry.

POWER YOUR BUSINESS WITH A POWERHOUSE LINEUP OF MAILING SERVICES

CERTIFIED AND
E-CERTIFIED MAIL
PROCESSING



COMMINGLING OF MAIL
FOR POSTAGE DISCOUNTS



DAILY PICKUP



DIRECT MAIL



INTERNATIONAL MAIL



METERING SERVICES



NCOA
(NATIONAL CHANGE
OF ADDRESS)



PARCEL SHIPPING



“ PCI was founded nearly 40 years ago and since then has pioneered the industry by bringing print, mail and marketing together in one place – and now we can deliver these same solutions across the country with the production ease and cost efficiency enterprise clients expect when partnering with us. ”
Ismael Diaz
President, PCI

Find out more by scanning the QR code below.





MAIL IT. NAIL IT!

Mail, and as importantly how you mail it, matters in today's business. The nuances of the USPS can be complex and complicated and many organizations may still be following protocols they have had in place for some time. PCI recommends taking a second look may help you save money. Partner with us and we will reevaluate your business' mailing needs and help you calculate the potential savings. Key considerations include:

PUSHING THE ENVELOPE FOR YOU

ENVELOPE

As a longstanding and trusted United States Postal Service (USPS) partner, we process more than 2.5 million pieces of domestic and international mail daily. Our commingling process guarantees the maximum allowed discount by the USPS and we, in turn, pass on significant savings to our clients. But ahead of that is a well-orchestrated print and fulfillment program that will save you time and money. Here are just a few ways to save:

DE-DUPLICATION

Removing redundant data eliminates the cost of returned mail. Deduplication removes recipient addresses that exactly replicate or extremely identify with another address in your mailing list. Similarities may include the recipient's last name or their street address along with their city, state and zip code in partial or complete combination. This process not only provides a clean updated mailing list, but it eliminates returned mail costs that include wasted materials, labor and postage costs. By de-duping your lists, savings can range anywhere from \$0.50 - \$1.50 / per piece. It also protects the integrity of your mailing lists and your brand image.

BARCODING AND SORTING

Barcoding and sorting are another way to improve mail piece readability so that you can receive the best postage rates. We have an on-site USPS MERLIN system and USPS Detached Mail Unit (DMU) at for verifying all automation mailings prior to entry into the USPS Distribution System for accuracy and verification. We also use the Postal One! System to automate scheduling of mail via ground and/or air transportation as mail leaves its facilities. Not only does this streamline the mail acceptance process and automate postage payment processing, this process is seamless to the company's clients but ensures their mail gets to its destination in the most efficient manner possible.

INTELLIGENT INSERTION

Along with variable data printing, intelligent inserting allows you to customize documents inserted into the mailing. Intelligent inserting equipment uses barcodes to determine what documents should be in each envelope. For example, if a special offer applies only to recipients in a particular zip code, intelligent inserting can ensure that envelopes addressed to those mailboxes include the insert.

- Mail characteristics and volume
- Mail patterns – frequency, distribution, concentration among zips
- Regulations (Postal and Federal), consumer protections, and more
- The benefits of mail tracking capabilities
- The cost-benefit of in-house labor and equipment versus an external presort services solution



PCI has its own USPS certified in-house detached mail unit.

Find out more by scanning the QR code below.



COMINGLING

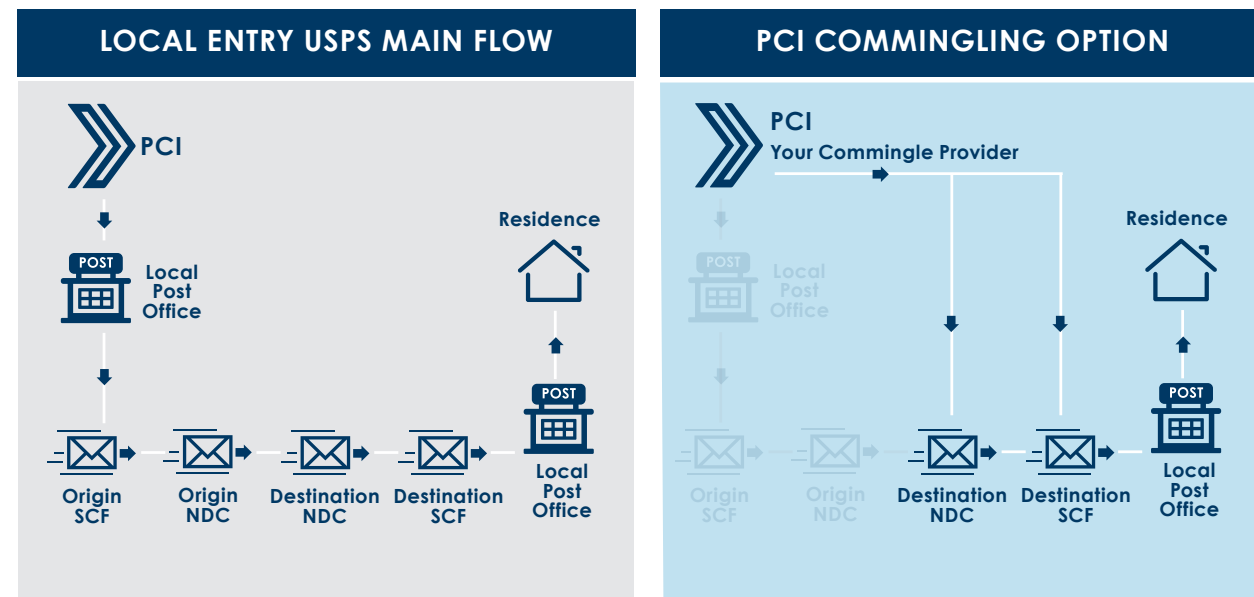
THE ART OF COMMINGLING

Deep postage savings are possible through a process called commingling. By commingling, your mail is combined with other companies' mail in order to meet the minimum quantities required by the USPS to discount postage. The more mail saturating a single targeted area, the more discounts can be applied for all presort clients. By sorting your mail at a facility like Postal Center International's prior to drop off at the USPS, several steps are eliminated off the USPS workflow. In return, the USPS offers discounted postage rates from the current full rate for a First-Class letter to as low as the five-digit rate – and because PCI processes large volume of mail daily, the discounts offered are far superior to our competitors.



Our commingling process and USPS discounts drive significant savings, regardless of list size. Trust us with your time-sensitive or business-critical mail and we will deliver the innovation, efficiency and savings you need to powerfully grow your business.

PCI will pick up your mailing at your location, combine it with mail from multiple other companies and mail it directly to the destination region. The "PCI Commingling Option" graphic depicted below demonstrates that by leveraging this option, several steps in the mailing process are eliminated. By reducing the amount of steps required to process the larger volume of mail, the USPS reduces its postage rates, which enables you to stretch your mailing budget.



PCI combines your mail with mail from other clients. We then presort and ship each tray to a postal facility close to its final destination to maximize discounts. As a result, PCI's commingling process delivers unmatched efficiencies that accelerate delivery to your clients.

Find out more by scanning the QR code below.



PARTNERSHIP

EXPERIENCED PARTNERSHIP

Our commitment to regulatory compliance enhances our revenue, reputation and relationships across the workplace and marketplace. We continue to invest in certifications that are right for our business, clients and broader community.



We are HITRUST CSF® Certified to manage risk, improve security posture and meet compliance requirements. Our systems have met key regulations and industry-defined requirements and are appropriately managing risk, placing us in an elite group of organizations worldwide that have earned this certification.



We are HIPAA certified, ensuring the privacy and security of clients' data via safeguards throughout the workflow process that protect health information specifically in electronic form safe from disasters, hackers and electronic theft.



We are SOC 2, Type II certified, a Service Organization Control (SOC) report conducted by a certified public accounting firm to ensure data security and compliance. It encompasses five trust service principles – Security, Availability, Processing Integrity, Confidentiality and Privacy – as it relates to managing and processing data.



We are committed to providing oversight of our systems, practices and procedures; ensuring root cause analysis is conducted for any deficiencies; and implementing corrective actions to prevent recurrence of non-compliance issues that arise.



PCI's pre-sort operations and facility are compliant with PCI DSS standards. As a mail service provider for clients which operate in many regulated industries, we take the responsibility of safeguarding their data very seriously. With the global rise of cyber and other security threats, we have invested and implemented an information security program. Our physical security investments include badge door access, surveillance cameras, 24/7 on premise security, ongoing associate training and procedures.

Partner with us and experience for yourself why leading local, national and global clients continue to rely on us:



PCI OMNI-POWER PORTAL

Power up your next direct mail campaign with PCI's advanced, best-in-class direct mail platform that gives you the mail stream visibility you need and the lead-to-sales conversion your business demands.



ADVANCED PROCESSING CAPACITY

We process between 2 million and 3 million pieces of domestic and international mail, daily. Our commingling process guarantees the maximum allowed discounts by the USPS and we, in turn, pass on significant savings to our clients.



END-TO-END CAMPAIGN VISIBILITY

Pinpoint a single mail piece, or an entire marketing campaign within our facilities all the way to the mailbox.



NATIONWIDE FOOTPRINT

Around-the-clock processing and unmatched delivery across the country.

Through our family of brands, we continue to make investments that are right for our business, clients and broader community.



We are a Certified Minority Business Enterprise, registered at the local, state and national levels. We are actively engaged and contributing members of the local chapter of the National Minority Supplier Diversity Council (NMSDC).



We are a Triple Certified Sustainable Printer, backed by globally recognized authorities: Forest Stewardship Council® (FSC); the Sustainable Forestry Initiative® (SFI) and the Programme for the Endorsement of Forest Certification® (PEFC).



We are G7 certified. G7 is Idealliance's industry-leading set of best practices for achieving gray balance and is the driving force for achieving visual similarity across all print processes. The application of this method enables us to reproduce a similar visual appearance across all printing types and substrates.



We are a USPS certified with an In-house Detached Mail Unit (DMU) and local clerk to inspect mail daily and ensure that it meets all USPS presort mailing requirements.

Find out more by scanning the QR code below.



PCI OMNI-POWER

THE FUTURE OF MAIL IS HERE



POWER UP YOUR NEXT MAIL CAMPAIGN WITH THE DIRECT MAIL OMNI CHANNEL PLATFORM



Power up your next direct mail campaign with PCI's advanced, best-in-class direct mail platform that gives you the mail stream visibility you need and the lead-to-sales conversion your business demands. Through our PCI Omni-Power portal, our teams will set up a new campaign in minutes to:

- Track mail
- Track and record phone responses
- Track online responses
- Follow up with online leads automatically

Results are generated in real time and are delivered through an online dashboard that puts the power of mail in your hands. We invite you to seamlessly integrate PCI Omni-Power into your next mail campaign – and we'll do the rest. Call or email us to schedule an introductory session.

TAP INTO ONE OR ALL OF OUR SOLUTIONS TO DELIVER INTEGRATED EXPERIENCES AND POWERFUL PERFORMANCE ACROSS YOUR BUSINESS



CREATIVE



E-BUSINESS



PRINT



PROMOTIONAL



FULFILLMENT



MAIL



SIGNS



PACKAGING

WE WORK FASTER; YOU WORK SMARTER

Postal Center International seamlessly powers and connects enterprise clients to premier solutions with a single point of contact and accountability across our family of brands. As the power behind the powerhouse, we serve as a full-service print, mail and marketing partner, acting as an avenue to a full suite of services that deliver success across consumer segments and industry verticals.

OUR POWERHOUSE HEADQUARTERS

Our Powerhouse is bigger, faster and stronger with our corporate headquarters in Weston, Fla., which features 234,000 square-feet of office, production and warehouse space. We have a legacy of operating vigor and are committed to transforming the company through new equipment, software and business model updates, but also to increase our capacity and enhance productivity while delivering deeper competitive advantages to our growing roster of enterprise clients.

TAKE IT TO THE POWERHOUSE™
Connect With Us Today

800.430.7241



POWERING

POWERING PRE-SORT MAIL DELIVERY FROM FLORIDA TO TEXAS – NATIONWIDE

TAKE IT TO THE POWERHOUSE™

Powering Performance
One Solution At A Time

Our full suite of services delivers success across industry verticals and our collective work is punctuated by continuous disruption, rapid technological innovations and a relentless focus on our clients – always.



2965 West Corporate Lakes Boulevard
Weston, FL 33331
800.430.7241 | PCIbrands.com

TAKE IT TO THE POWERHOUSE™



Intellectual Property

Copyright and other intellectual property laws protect these materials. Reproduction of these materials, in whole or in part, in any manner without the prior written consent of the copyright holder is a violation of copyright law. Postal Center International (PCI) or Original Impressions (OI). ©2021 All rights reserved.

247428_06/2021

Estimate No. 32049

To:

TOWN OF SURFSIDE
9293 HARDING AVENUE
TOWN OF SURFSIDE, FL 33154
Phone (305) 861-4863
Email ftrigueros@townofsursidefl.gov

Date 8/25/22
Accnt Ex Jorge Simonvsky
Estimator Request

Dear

We would like to thank you for your time and consideration in regards to this quotation. Included is the detailed product specifications and prices. The quotation is confidential and is intended solely for the use of the addressee(s) named above.

Description Town of Surfside Gazette - 12 Months
Pages 16 Pages Self Cover
Prepress Customer Provided Files.
Final Size 8.5" x 11"
Paper 80.0 lb Gloss Text
Ink 4/4 process + Gloss Aqueous
Proofs PDF Proof, Digital Blueline
Finishing Trim, Fold , Stitch
Mail/Shipping PCI is the only printing company in South Florida that is certified as commingling USPS Seamless Partner. PCI does not subcontract their mail operations, so once the materials are printed and finished, they go directly to the mail stream.

Price Part 1 - 16-Page Text Sig S/S
Quantity Price/Month Yearly
3,650 \$2,190.00 \$26,280.00

Mail/Shipping List Processing will be the same as provided for June 2022 edition , Inkjet / Mailing

Price Part 2 - Inkjet
Quantity Prices
3,473 \$106.00 \$1272

****additional**** ***** Postage is additional *****

Lead Time Schedule Turnaround time TBD after approval of proof.

Upon acceptance please indicate the quantity required

PLEASE NOTE: Due to current volatility in the paper market and supply chain, this Estimate is valid for 7-days from the date of the Estimate

Terms (unless specified above) net 30 days-1.5% service charge per month for late payment. Any art or type changes additional.

Thank You for giving us the opportunity to submit this quote. As always, quotes are based on a physical inspection of your originals and are valid for 30 days unless otherwise specified.

Accnt. Exec: _____ Jorge Simonvsky **Sign:** _____ **Date:** _____

Accepted By: _____ **Sign:** _____ **Date:** _____

**Standard Printing Industry Customs apply to all work done under this contract.
Please read back side or ask for a copy of the back side of this page if this contract is faxed.**

1. Quotation: A quotation not accepted within 30 days may be changed.

2. Orders: Acceptance of orders is subject to credit approval and contingencies such as fire, water strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Cancelled orders require compensation for incurred costs and related obligations.

3. Experimental Work: Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

4. Creative Work: Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

5. Accuracy of Specifications: Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if files (including design, image, database) or any other materials don't conform to the information on which the original quotation was based.

6. Preparatory Materials: All materials, in analog or digital form, supplied by the provider remain the provider's exclusive property.

7. Electronic Manuscript or Image: It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damages to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing or programming needed to utilize customer-supplied files will be charged at prevailing rates. *Files will be delivered to the provider in an agreed upon application, compressions, and format (disk or electronic delivery).*

Image modification
These images resolutions may be acceptable:
 72 dpi image for video display or Internet use.
 150 dpi image for use in a newspaper ad.
 250 dpi image for a magazine ad.
 300-600 dpi image for brochures or billboards.

8. Alterations/Corrections: Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

9. Prepress Proofs: The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. with corrections," or "revised proof required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.; or
- request for changes are communicated orally.

10. Press Proofs: Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

11. Color Proofing: Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

12. Over-runs or Under-runs: Over-runs or under-runs will not exceed 10% of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

13. Customer's Property: The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

14. Delivery: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the completed order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

15. Production Schedules: Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay time incurred.

16. Customer-furnished Materials: Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. The specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, files, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates. A formal purchase agreement or other agreement should accompany any digital file. A hard copy proof of that file should also be provided.

17. Outside Purchases: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. Terms/Claims/Liens: Payment is net cash 30 calendar days from the date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. Liability:

(1) Disclaimer of express warranties; provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, digital files and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. Customer assures that images content is at the proper resolution for the reproduction using the designated process.

(2) Disclaimer of implied warranties; the provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

20. Indemnification: The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

(1) Copyrights. The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

(2) Personal or economic rights. The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- promptly notifies the customer of legal action; and

- gives the customer reasonable time to undertake and conduct a defense.

(3) Logo Design/Artwork. Original Impressions, LLC (the provider), reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law. The provider makes no claim of having done a national search for any logos similar to the one(s) presented, or in any way guarantees there are not similar, or identical logos in existence anywhere, or selected by our client(s). The undersigned agrees to hold harmless Original Impressions, LLC, in the case of a possible copyright infringement pertaining to any logos designed or developed by Original Impressions, LLC.

21. Storage: The provider will retain intermediate materials until related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

22. Taxes: All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "exemption certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

23. Telecommunications: Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

Other trade custom issues

Archiving: Archiving of files should be contracted. All digital files should be named according to an agreed method by all parties in the work flow, and archived on a computer or some removable media if it is intended to be saved or reused. If a provider has contracted with the supplier to archive their files for a defined period of time, the supplier is responsible for recreating or supplying those files if they are lost or damaged within that period of time. If the original material is no longer available for use, the supplier may be liable for some form of financial restitution to the client for the value of that work. An advance determination of the value of that work and a commitment for payment will be negotiated in advance.

Versions: Versions of files should be clearly named or clearly dated. Old versions or unnecessary files should be deleted or erased from any storage media. Costs incurred by the mistaken use of improperly identified or poorly labeled files provided by a client and the costs to recreate the work may be charged to the client. The parties shall negotiate such charges in advance.

Mailing Lists: Mailing lists provided by the customer are the responsibility of the customer in terms of accuracy and deliverability. Customer's mailing lists are the exclusive property of the customer and shall be used only at the customer's instructions. The provider shall provide reasonable protection against the loss of a customer's list, including adequate backup procedures for all files and programs. The provider shall pay for the cost of replacing such lists in the event of systems failure, loss by fire, vandalism, theft, or other such causes (excluding destruction of the list due to customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

Postage: Quotations do not include postage. The mailer will notify the customer in writing, via fax, or by e-mail of the required postage as soon as this amount is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. While the provider will make every effort to provide the customer with an accurate estimate of required postage, the mailer is not responsible for additional postage charges if the rate of postage changes due to the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. The mailer reserves the right to hold mailings where sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for the mailer to complete the mailing prior to the agreed upon mail date.

Third Parties: When contracting with an intermediary such as a broker, ad agency, or reseller for work on behalf of their clients, the mailer will hold the intermediary fully responsible for timely payment of invoices and for related collection costs, legal fees and interest. This will be done without regard to whether the intermediary has been paid by their client for services rendered.



MEMORANDUM

ITEM NO. 3I.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Authorization to Issue Project Specific Agreement to 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services.**

Town Administration is seeking Town Commission approval to enter into a project specific agreement with 300 Engineering Group for construction administration and inspection services per negotiated proposal dated September 9 2022 in order to manage, inspect and provide reporting necessary with the Town Manhole rehabilitation construction project in an amount not to exceed \$48,773.25.

During 2022, the Town of Surfside performed Third Cycle Sanitary Sewer Evaluation (SSES) required smoke testing of the Town's sanitary sewer system. This is required as part of the consent decree entered into by Miami Dade County and the environmental Protection Agency (EPA). The smoke testing investigated potential defects on public right of way and private property. As a result, various private property defects were encountered and residents impacted were advised on how to proceed. Additionally, various defects were encountered in various Town sanitary sewer manholes.

The defects encountered contribute to infiltration and inflow issues that can lead to waters other than sewage entering the closed sanitary sewer system. Example of these other waters are groundwater, rain event waters and illegal connections. A total of 64 manhole defects were encountered that range from minor rehabilitation to substantial rehabilitation. The proposed rehabilitation method to be used is non-destructive in order to mitigate impacts to the community. Due to the specific specifications of the products used; the procurement of a contractor to commence the work; and the after reporting required for updating of Town records and regulatory compliance purposes, 300 Engineering Group is being retained. The project agreement is pursuant to the Continuing Services Agreement for professional engineering services entered into on February 16 2021 by the Town and 300 Engineering Group procured per RFQ No. 2020-06.

Resolution Approving Project Agreement 300 Engineering - Manhole Rehab Construction
Admin and Inspection Services

Project Agreement - 300 Engineering - FY 23 Manhole Rehab.pdf

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR MANHOLE REHABILITATION CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES 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") has retained the services of 300 Engineering Group, P.A. (the "Consultant") for professional engineering services in accordance with the Request for Qualifications (RFQ) No. 2020-06 and the ensuing Continuing Services Agreement for such services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement") for Consultant to provide Manhole Rehabilitation Construction Administration and Inspection Services (the "Services"); and

WHEREAS, the Project Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$48,773.25; 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 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.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Project Agreement. The Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization; Expenditure of Funds. The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$48,773.25, in accordance with the CSA and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of October, 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:**

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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

300 Engineering Group, P.A.

Project Name: Manhole Rehabilitation – Construction Administration & Inspection Services

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

300 Engineering Group, P.A.

Project Name: Manhole Rehabilitation – Construction Administration & Inspection Services

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 **300 ENGINEERING GROUP, P.A.**, a Florida corporation (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 **MANHOLE REHABILITATION – CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the “Scope of Services and Project Schedule”, a copy of which is attached and incorporated into this Agreement as Exhibit “1”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Time of the Essence. All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit “1” attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” in the total amount not to exceed \$48,773.25.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit “1”, attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town’s notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner’s reasonable satisfaction.

5.4 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:

300 Engineering Group, P.A., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

Town of Surfside

RFQ No 2020-06

Task # 5

**Manhole Rehabilitation – Construction Administration &
Inspection Services**

SCOPE OF WORK

September 9, 2022

Town of Surfside
Public Works Department
9293 Harding Avenue
Surfside, FL 33154
Attn: Hector Gomez
Public Works Director



Prepared by:

300 Engineering Group, P.A.
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134
305-602-4602



Table of Contents

INTRODUCTION	2
DESCRIPTION OF SERVICES	2
100 PROJECT MANAGEMENT SERVICES & COORDINATION MEETINGS	2
200 SEWER MANHOLE REHABILITATION SUPPORT SERVICES	3
210 Procurement Support Services	3
220 Construction Administration & Support Services	3
230 Contractor's Request for Payment	4
300 CONTINGENCY ALLOWANCE FOR ADDITIONAL SERVICES.....	4
SCHEDULE	4
COMPENSATION.....	5
ASSUMPTIONS.....	5
APPENDIX A	7
APPENDIX B	9

Town of Surfside

RFQ 2020-06

Task # 5

Manhole Rehabilitation – Construction Administration & Inspection Services

SCOPE OF WORK

INTRODUCTION

300 Engineering Group, P.A. (300 Engineering) has entered into a continuing services agreement with the Town of Surfside (Town) to provide professional engineering services under the RFQ 2020-06.

The following task is being proposed under this scope of services:

- Task #5 - “Manhole Rehabilitation – Construction Administration & Inspection Services”

DESCRIPTION OF SERVICES

Manhole structures are susceptible to aging and deteriorating, threatening the integrity of the entire sanitary system. 300 Engineering has identified 49 manholes within the Town which require rehabilitation.

The current task describes the scope of services and the responsibilities of 300 Engineering regarding the Construction Administration and Inspection (CA&I) services for quality control monitoring during the Sewer Manholes Rehabilitation course of construction. Appendix B displays the Sewer Manholes to be rehabilitated.

Task #6 - “Manhole Rehabilitation – Construction Administration & Inspection Services” has been divided into the following subtasks:

Subtask	Description
100	Project Management Services & Coordination Meetings
200	Sewer Manhole Rehabilitation Support Services
300	Contingency Allowance

100 PROJECT MANAGEMENT SERVICES & COORDINATION MEETINGS

300 Engineering will provide project management services for this project as follows:

- 300 Engineering will provide general oversight of the project including management of 300 Engineering Staff

- Monthly Progress Reports will be prepared each month and issued to the Town with monthly invoice. Monthly Progress Report will include the following information:
 - Overall status of the task
 - Work performed during the course of the month
 - Estimated completion of task and major subtasks
 - Current challenges or issues
- Preparation and attendance to kick-off meeting, to be held either at the Town's offices or via online teleconference, with representatives from the Town. The purpose of this meeting will be to allow key project personnel and the Town staff to confirm objectives of this task authorization, review the schedule, discuss planned execution of the project, and identify additional background information to be provided by the Town.
- Attendance to pre-work conferences for Task 200. A total of one (1) Pre-work conference has been budgeted
- 300 Engineering will attend coordination meetings with the Town and RER/DERM. Meetings will be conducted monthly through the completion of the project. 300 Engineering staff will attend the meetings at the Town's facilities in person or by online teleconference. For the purpose of estimating the level of effort, two (2) coordination meetings have been budgeted
- For each meeting conducted under this task authorization, 300 Engineering will prepare an agenda, summarize the meeting discussion, and prepare meeting minutes

Deliverables

- Project Schedule (One (1) baseline schedule)
- Monthly Progress Report
- Meeting agenda and meeting minutes for each meeting (A total of three (3) meetings have been estimated for the purpose of this subtask)

200 SEWER MANHOLE REHABILITATION SUPPORT SERVICES

300 Engineering will consult with and advise the Town and act as its representative during the Manhole repairs identified and performed within the Towns Sanitary Sewer Collection System.

300 Engineering will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).

210 Procurement Support Services

300 Engineering will assist the Town in acquiring and reviewing an appropriate piggy-back contract for Manhole Rehabilitation:

- Review of Contract Specifications
- Preparation & Coordination of Contractor Work Orders
- Pre-construction kick-off Meeting
- Provide technical support through the Contract Agreement Process

220 Construction Administration & Support Services

300 Engineering will act as the Town's representative to oversee the Contractor(s) duties during the Sewer Manholes Rehabilitation process, on a periodic basis. 300 Engineering will not be

responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).

300 Engineering will make periodic site visit(s) at the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s), and to determine if such work is proceeding in accordance with the Construction Contract Documents.

300 Engineering's efforts will be directed toward providing a greater degree of confidence for the Town that the completed work of Contractor(s) will conform to the Construction Contract Documents. 300 Engineering will provide Construction Quality Control Services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed.

300 Engineering will provide technical oversight and on-site observation of contractor's repair procedures to better assure the Town that rehabilitation occurs according to project Technical Specifications.

230 Contractor's Request for Payment

300 Engineering will review the Contractor's Request for payment and provide recommendations for payment to NBV. Once all sewer system cleaning and evaluation is completed, 300 Engineering will coordinate the submittal of all required documentation to NBV and final payment recommendation.

Deliverables:

- Updated Database & Rehabilitation Tracking Dashboard
- Field Inspection Log(s)
- Daily Inspection Reports with daily material quantities usage reported by the Contractor
- Sewer Manholes Rehabilitation Progress Report(s)
- MH Rehabilitation Report Signed & Sealed (in electronic format)
- Update of GIS Manhole Layer depicting rehabilitated MHs

300 CONTINGENCY ALLOWANCE FOR ADDITIONAL SERVICES

This allowance is for items not identified in the original scope but associated with the project. 300 Engineering will provide "Additional Services" not addressed in this Scope of Services as requested and authorized by the Town. This allowance may cover items such as additional meetings and/or additional coordination not covered, public involvement or other items as directed by the Town. The use of this allowance will only be allowed after written approval from the Town.

SCHEDULE

300 Engineering will perform the services identified this Scope of Work within three (3) months of the written Notice to Proceed.

COMPENSATION

The services described within Subtasks 100 and 200 will be performed on a lump sum fee basis whereas the services performed under Subtask 300 will be performed on a Time & Materials Basis, as per the fee summary shown below.

Please refer to Appendix A for fee details.

Subtask & Description	Amount	Method of Payment
100 – Project Management Services & Coordination Meetings	\$ 4,843.75	Lump Sum
200 – Sewer Manhole Rehabilitation Support Services	\$33,015.75	Lump Sum
300 - Contingency Allowance	\$10,913.75	Time & Materials
Total	\$48,773.25	

Subtask deliverables will be as detailed in the proposed Scope of Work. Invoicing will be submitted along with the Monthly Status Report on a monthly basis.

ASSUMPTIONS

This Scope of Work and deliverables are based on the following assumptions:

- Town shall provide access to sites
- Requested information being made available by Town
- Town staff will be available to conduct meetings, as necessary
- 300 Engineering will not perform confined entry under this scope of work
- 300 Engineering will not perform surveying services under this scope of work
- 300 Engineering will not perform any sewer repairs, such as laterals replacement, main lines repairs, etc.
- 300 Engineering will not replace clean-outs or rain dishes as part of this Scope of Work
- Identification of other utilities is not included as part of this Scope of Work
- The following tasks are not included in this Scope of Work:
 - Manhole Inspection: Entry into the interior of the manhole for sake of condition inspection is not included in this scope of work
 - Maintaining Sanitary Sewer Services: Planning, permitting and implementation of a bypass pumping system that maintains uninterrupted sanitary sewer service throughout construction
 - Traffic Control: Planning, permitting, installation and maintenance of traffic control methods requested by the Town
- 300 Engineering will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents
- Non-Solicitation of Employees and Independent Contractors and Covenant Not to Hire. The Town agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of 300 Engineering's employees or independent contractors or solicit, hire, employ, recruit, 300 Engineering's employees or independent contractors, without the prior written approval of 300 Engineering's until after three (3) years from the effective date of this Agreement

- In consideration of this proposal, access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the Town, in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the Town. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of the Consultant, material that the Consultant developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record.



APPENDIX A
Proposed Fee Schedule



Town of Surfside

Manhole Rehabilitation – Construction Administration & Inspection Services

Task # 5

Proposed Fee Schedule

Appendix A

	Rate, \$/Hr	Principal \$275.75	Project Manager \$194.00	Senior Engineering/QA-QC \$225.00	GIS Technician \$75.00	Project Engineer \$140.00	Senior Construction Inspector \$135.00	Total Hours	Subtotal
Task									
100	Project Management Services & Coordination Meetings	1	12	0	0	16	0	29	\$4,843.75
200	Sewer Manhole Rehabilitation Support Services	1	20	24	28	60	96	229	\$33,015.75
300	Contingency Allowance for Additional Services	1	12	4	0	24	30	71	\$10,913.75
	Total (Hours)	3	44	28	28	100	126	329	
	Sub-Total Labor Fee								\$48,773.25
	ODC's (Mileage, Reproduction & Reimbursable)								\$0.00
	Sub-Total Labor Fee/ODC								\$48,773.25
	Total Project Cost (Labor/ODC)								\$48,773.25
	% Utilization	0.91%	13.37%	8.51%	8.51%	30.40%	38.30%	100.00%	
	Total (\$)	\$827.25	\$8,536.00	\$6,300.00	\$2,100.00	\$14,000.00	\$17,010.00	\$0.00	\$48,773.25



APPENDIX B


Sewer Manholes to be Rehabilitated


Section 1


Manholes Recommended for Rehabilitation Map

Basin 1

Legend

 Town of Surfside Boundary

 Minor Rehabilitation (Basin 1) (7)

 MHs to be Rehabilitated (Basin 1) (23)





Section 1


Manholes Recommended for Rehabilitation Map

Basin 2

Legend

 Town of Surfside Boundary

 Minor Rehabilitation (Basin 2) (8)

 MHs to be Rehabilitated (Basin 2) (26)



Section 2

Manholes Recommended for Rehabilitation

Summary Table

Basin 1

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-8	Yes	Sound	Minor	None	Moderate	Minor Gaps	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab, check I/I.	Link
SWR-P-9	Yes	Sound	Moderate	None	Major	Minor Gaps	Poor	None	See cracks around MH walls, poor MH base condition, possible I/I presence.	Link
SWR-P-11	Yes	Sound	Major	None	Moderate	Tight	Poor	None	Presence of I/I. Cracks around MH walls. Requires cleaning and rehab.	Link
SWR-P-16	Yes	Sound	Minor	None	Moderate	Minor Gaps	Moderate	None	Presence of I/I reaches to above top of pipe. Requires cleaning and rehab.	Link
SWR-P-29	Yes	Sound	None	None	Minor	Minor Gaps	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-30	Yes	Sound	None	None	None	Tight	Poor	None	See MH Base poor condition. Requires cleaning and rehab.	Link
SWR-P-44	No	Corroded	Moderate	None	Minor	Tight	Good	None	Exposed brick on manhole wall, grease accumulation, manhole wall seems to be eroding. See cracks around MH chimney. Clean surcharge and rehab I/I.	Link
SWR-P-50	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Clean surcharge and rehab I/I.	Link
SWR-P-61	Yes	Sound	Moderate	None	Major	Minor Gaps	Poor	None	Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects.	Link
SWR-P-77	Yes	Sound	Moderate	None	Moderate	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab. Possible I/I from bench area.	Link
SWR-P-421	Yes	Sound	None	None	Minor	Tight	Moderate	Structural Defect	See cracks around MH chimney. Some structural pieces due to cracking in invert causing obstruction. Requires cleaning and rehab.	Link
SWR-P-529	Yes	Corroded	Major	None	Major	Minor Gaps	Poor	Structural Defect	Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects.	Link
SWR-P-655	Yes	Sound	Minor	None	Moderate	Tight	Poor	Structural Defect	See invert deformation.	Link
SWR-P-824	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1050	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I can be seen at edges of MH. Requires cleaning and rehab.	Link

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-1181	Yes	Sound	None	Minor	Moderate	Tight	Good	None	Root intrusion, manhole walls are deteriorated.	Link
SWR-P-1296	Yes	Sound	Major	None	Major	Minor Gaps	Poor	Structural Defect	See multiple cracks/holes MH base.	Link
SWR-P-1304	Yes	Sound	None	None	Minor	Tight	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1508	No	Sound	Minor	None	Minor	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab.	Link
SWR-P-1509	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab.	Link
SWR-P-1513	Yes	Sound	None	None	Moderate	Tight	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1529	Yes	Sound	Moderate	None	None	Tight	Good	None	See possible I/I presence. Requires cleaning and rehab.	Link
SWR-P-1548	Yes	Sound	None	None	None	Tight	Moderate	None	Review possible brick exposure on invert.Requires cleaning and rehab, asphalt cracking around rim.	Link
SWR-P-33	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1515	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1531	Yes	Corroded ²	None	None	None	Tight	Moderate	None	See cover condition	Link
SWR-P-1540	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1544	Yes	Corroded ²	None	None	None	Tight	Moderate	None	See cover condition	Link
SWR-P-656	No ¹	Sound	Minor	None	None	Tight	Poor	None	Large amounts of grease accumulated, causing obstruction. Only needs cleaning. Missing Raindish.	Link
SWR-P-1524	No ¹	Sound	None	None	None	Tight	Good	None	Existing sewer manhole covered by asphalt. Contractor is to excavate manhole & adjust grade.Missing Raindish.	Link

¹Manhole in good conditions, although is missing the raindish

²Manhole in good conditions, although with a defective cover

Section 2

Manholes Recommended for Rehabilitation

Summary Table

Basin 2

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-1	Yes	Sound	None	None	Moderate	Tight	Moderate	None	Requires cleaning and rehab. Bricks Exposed.	Link
SWR-P-5	Yes	Sound	Moderate	None	None	Tight	Poor	Structural Defect	See MH Base for possible I/I. Possible Structural Defect in Outlet.	Link
SWR-P-6	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-18	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-36	Yes	Sound	None	None	Minor	Tight	Good	None	Requires cleaning and rehab.	Link
SWR-P-55	Yes	Sound	None	None	None	Tight	Poor	Structural Defect	<Null>	Link
SWR-P-56	Yes	Sound	None	None	Moderate	Tight	Moderate	None	Structure is cracked, brick exposed. Clean surcharge and rehab I/I.	Link
SWR-P-62	Yes	Sound	Major	None	Major	Tight	Poor	None	Check Infiltration in picture	Link
SWR-P-63	Yes	Sound	Major	None	Major	Major Gaps	Poor	None	See major base structural defects, possible presence of I/I (white spots), very poor conditions.	Link
SWR-P-64	Yes	Sound	None	None	Moderate	Major Gaps	Poor	Structural Defect	<Null>	Link
SWR-P-67	Yes	Sound	Moderate	None	None	Tight	Poor	None	Requires cleaning and rehab. Possible I/I .	Link
SWR-P-68	Yes	Sound	Moderate	None	None	Tight	Good	None	Requires cleaning and rehab. Possible I/I .	Link
SWR-P-69	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab. Manhole step is corroded, requires attention.	Link
SWR-P-70	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab. Manhole step is corroded, requires attention.	Link
SWR-P-71	Yes	Sound	Moderate	None	Minor	Tight	Moderate	None	See white spots on walls, possible I/I. See MH Base shape, not symmetrical. TBD	Link

Town of Surfside
Sewer Manhole Inspection Reporting Table
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-84	Yes	Sound	None	None	None	Tight	Moderate	None	See MH Base. Possible cracks. TBD. Requires rehab, check for I/I on bench area, Step needs to be removed for safety.	Link
SWR-P-90	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab.	Link
SWR-P-117	Yes	Sound	None	None	None	Minor Gaps	Good	None	See small crack on Inlet A Pipe Seal. Requires cleaning and rehab. Possible I/I from bench area.	Link
SWR-P-124	Yes	Sound	Minor	None	None	Tight	Good	None	White spots on walls might be resulting of I/I, TBD. Requires cleaning and rehab.	Link
SWR-P-369	Yes	Sound	None	None	Minor	Tight	Good	None	See MH Chimney cracks. Requires cleaning and rehab.	Link
SWR-P-378	Yes	Sound	Minor	None	None	Tight	Moderate	None	Review for possible presence of I/I. Requires cleaning and rehab.	Link
SWR-P-478	Yes	Sound	None	None	Minor	Tight	Good	None	Requires cleaning and rehab.	Link
SWR-P-708	Yes	Sound	Moderate	None	None	Tight	Good	None	Requires cleaning and rehab for I/I	Link
SWR-P-712	Yes	Sound	Minor	None	Minor	Tight	Moderate	None	Requires cleaning and rehab for I/I	Link
SWR-P-1216	Yes	Sound	Minor	None	Minor	Tight	Moderate	None	Manhole wall slightly worn down, exposing brick. Requires cleaning and rehab.	Link
SWR-P-1295	Yes	Sound	Moderate	None	Moderate	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	Link
SWR-P-1518	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-1196	Yes	Cracked ²	None	None	None	Tight	Good	None	See cover condition	Link
SWR-P-57	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link
SWR-P-73	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link

Town of Surfside
 Sewer Manhole Inspection Reporting Table
 Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-75	No ¹	Sound	None	None	None	Tight	Moderate	None	Missing Raindish	Link
SWR-P-76	No ¹	Sound	None	None	None	Tight	Moderate	None	Missing Raindish	Link
SWR-P-1512	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link
SWR-P-1543	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	Link

¹Manhole in good conditions, although is missing the raindish
²Manhole in good conditions, although with a defective cover



MEMORANDUM

ITEM NO. 3J.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Authorization to Purchase Three Public Works Vehicles and One Parks & Recreation Vehicle Through Approval of Walker Ford Pricing**

Town administration recommends approval to expend a total of \$171,040.02 towards the purchase of four (4) new vehicles for Public Works and Parks & Recreation Department through the issue of a purchase order to Walker Ford located in Clearwater, Florida.

As part of the approved Fiscal Year 2023 budget, the Public Works Department budgeted to replace a total of 3 existing fleet vehicles that are past depreciation life. Additionally, the Parks & Recreation Department budgeted to replace 1 vehicle that is past its depreciation life. Due to current market conditions, and lead time on vehicle orders, Town administration reached out to various dealership across the State in order to find a competitively priced proposal that fits the Town needs. As part of the search, it was critical to find a dealership with vehicles readily accessible. The existing replaced vehicles will be re-purposed for other Town use in a manner that is less burdensome.

The Florida Sheriff Bid Procurement process has vehicles currently with a lead time of over a year and the Town is seeking to procure the vehicles sooner due to operational needs. A total of three prices were obtained for vehicles of equivalent specifications, across various makes that are consistent with the following:

- 1 total 2022 or Greater CREW CAB 4X4 with 8'-00" Bed
- 3 total 2022 or Greater Regular CAB with 8'-00" Bed

As a result, the following prices were obtained:

- Morgan Chevrolet, \$ 220,994.82
- Aventura Ram-Dodge, \$196,208.92
- Walker Ford Tampa, \$171,040.02

Purchase of vehicles is being made per Town Code of Ordinance, Chapter 3 - Purchasing, Sec. 3-12 - Exemption from Competitive bidding, (7) f. "A public works and utilities purchase

or contract for materials, supplies, equipment, public improvements or services, repairs, maintenance and replacements, related to all town facilities, properties, fleet and infrastructure, including but not limited to, stormwater, electric, lighting, water, sewer, telecommunications, roads, buildings, and sidewalks."

[Resolution Approving PW and Parks Vehicle Purchase from Walker Ford.DOCX](#)

[Exhibit A - "Walker Ford Proposal dated September 20 2022"](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2022 FORD F-150 VEHICLES FROM WALKER FORD CO INC. FOR THE TOWN'S PUBLIC WORKS AND PARKS AND RECREATION DEPARTMENTS; FINDING THAT THE PURCHASE OF THE VEHICLES IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(F) OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE RELATED TO THE TOWN'S VEHICLE FLEET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is in need of three (3) Ford F-150 vehicles for the Public Works Department and one (1) Ford F-150 4x4 vehicle for the Parks and Recreation Department (collectively, the "Vehicles") to facilitate the provision of day-to-day operations for the departments; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town's Code, public works purchases for the Town's fleet are exempt from competitive bidding; and

WHEREAS, the Town solicited three (3) quotes for the Vehicles and Walker Ford Co Inc. ("Vendor") submitted the lowest quote, attached hereto as Exhibit "A," at a cost of \$171,040.02 (the "Quote"); and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Vehicles from the Vendor in an amount not to exceed \$171,040.02, consistent with the Quote attached hereto as Exhibit "A"; and

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Purchase Vehicles. The Town Commission hereby approves and authorizes the purchase of the Vehicles from the Vendor in an amount not to exceed \$171,040.02 in accordance with the Quote attached hereto as Exhibit "A." Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town's Code, the purchase of the Vehicles is exempt from competitive bidding.

Section 3. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 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:**

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



Family Owned & Operated Since 1957

17556 U.S. HIGHWAY 19 NORTH
 CLEARWATER, FLORIDA 33764
 PHONE (727) 535-3673
 FAX (727) 535-3971



PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE

DATE	STOCK#	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VIN NUMBER
9/20/2022	8801	2022	FORD	F-150	CREW CAB 4X4	WHITE	TBD	1FTFW1E55NFC39423

DRIVERS LICENSE NUMBER

PURCHASER Town of Surfside
PURCHASER _____
E-MAIL jnelson@townofsurfsidefl.gov
ADDRESS: 9293 Harding Avenue **CITY:** Surfside **ST:** FL **ZIP:** 33154
PHONE _____ **BUS.** _____ **SALESPERSON** JIM ANDREWS

TRADE 1		LIEN INFORMATION		DESCRIPTION	
STOCK NO.	_____	LIEN TO	_____	FACTORY SUGGESTED RETAIL	\$ -
YEAR	_____	ADDRESS	_____	DEALER DISCOUNT	\$ -
MAKE	_____	CITY	_____	PURCHASE PRICE	\$ 55,325.00
MODEL	_____	STATE	_____ ZIP _____		\$ -
BODY TYPE	_____	PHONE:	_____		\$ -
COLOR	_____	ACCT #	_____	ELECTRONIC FILING FEE	\$ 99.00
MILEAGE	_____	AMOUNT \$	- PD _____	TOTAL INCLUDING ADDED EQUIPMENT	\$ 55,424.00
VIN #	_____	UNTIL	BY _____	LESS TRADE ALLOWANCE	\$ -
TRADE 2		LIEN INFORMATION		TRADE DIFFERENCE	
STOCK NO.	_____	LIEN TO	_____	WASTE TIRE & LEAD-ACID FEE	\$ 6.50
YEAR	_____	ADDRESS	_____	<i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i>	
MAKE	_____	CITY	_____	SERVICE, HANDLING FEE	\$ 995.00
MODEL	_____	STATE	_____ ZIP _____	TAXABLE PRICE	\$ 56,425.50
BODY TYPE	_____	PHONE:	_____	FLORIDA SALES TAX	\$ 3,385.53
COLOR	_____	ACCT #	_____	COUNTY SURCHARGE	\$ 50.00
MILEAGE	_____	AMOUNT \$	- PD _____	OTHER STATE SALES TAX	\$ -
VIN #	_____	UNTIL	BY JIM ANDREWS	TOTAL	\$ 59,861.03

NEW VEHICLE - The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) Important Notice - READ CAREFULLY BEFORE SIGNING AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

INSURANCE INFORMATION

INSURANCE CO. _____
POLICY NO. _____
AGENT: _____ **PHONE:** _____
VERIFIED: _____ **TIME** _____ **DATE** 9/20/2022

This Commercial Buyers Order is not binding upon Walker Ford Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford Company, Inc. and the Purchaser.

PURCHASER _____ **PURCHASER** _____
 WALKER FORD COMPANY, INC.
 Accepted by: _____ **Date:** 9/20/2022
 Don Dithmer Jr.
 Commercial/Fleet Sales Manager

FLORIDA SALES TAX				\$ 3,385.53
COUNTY SURCHARGE				\$ 50.00
OTHER STATE SALES TAX				\$ -
				\$ -
TOTAL				\$ 59,861.03
TITLE & REGISTRATION FEE				\$ -
WARRANTY TRUST FUND				\$ -
ESP WARRANTY (include sales tax)				\$ -
SUB TOTAL				\$ 59,861.03
PLUS TRADE IN BALANCE DUE				\$ -
TOTAL DUE				\$ 59,861.03
REBATE ON DELIVERY				\$ -
DEPOSIT				\$ -
CASH ON DELIVERY				\$ -
UNPAID BALANCE				\$ 59,861.03
Receipt #	Amount	Date	Initials Mgr.	

REMARKS



Crew Cab 4x4 5'5" Bed

Preview Order 8801 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 09/20/2022 11:03:12

Dealership Name: Walker Ford Company, Inc.

Sales Code: F24202

Dealer Rep.	Donald Dithmer Jr	Type	Stock	Vehicle Line	F-150	Order Code	8801
Customer Name		Priority Code	20	Model Year	2022	Price Level	265

1FTFW1E55NFC39423

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$43450	.REAR-WINDOW DEFROSTER	\$0
145 INCH WHEELBASE	\$0	.AM/FM STEREO	\$0
OXFORD WHITE	\$0	.FOG LAMPS	\$0
STX SPORT CLOTH 40/CON/40	\$295	.20" GLOSS BLACK ALUM WHEELS	\$0
BLACK	\$0	.PRIVACY GLASS	\$0
EQUIPMENT GROUP 101A	\$920	50 STATE EMISSIONS	\$0
.XL SERIES	\$0	FORD CO-PILOT 360 2.0	\$655
.XL POWER EQUIPMENT GROUP	\$0	CNCTD NAV/SIRIUSXM REMOVAL	-\$200
.CRUISE CONTROL	\$0	AUTO START-STOP REMOVAL	-\$50
.REVERSE SENSING SYSTEM	\$0	TRAILER TOW PACKAGE	\$1325
5.0L V8 ENGINE	\$2335	.INTEGRATED TRAILER BRAKE CONT	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	MIRROR MAN TEL/FLD W/PWR GLASS	\$395
3.73 ELECTRONIC LOCK RR AXLE	\$570	FX4 OFF-ROAD PACKAGE	\$1095
7050# GVWR PACKAGE	\$0	.SKID PLATES	\$0
JOB #2 ORDER	\$0	LED SIDE-MIRROR SPOTLIGHTS	\$175
CV LOT MANAGEMENT	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$445
FRONT LICENSE PLATE BRACKET	\$0	FLEX FUEL VEHICLE	\$0
BLACK PLATFORM RUNNING BOARDS	\$250	FUEL CHARGE	\$0
STX BLACK APPEARANCE PACKAGE	\$3370	PRICED DORA	\$0
.275/60R20 BSW ALL-TERRAIN	\$0	DESTINATION & DELIVERY	\$1795
.SYNC 4 W/ENHANCED VOICE RECOGN	\$0		

TOTAL BASE AND OPTIONS	MSRP	\$56825
XL HIGH DISCOUNT		-\$750
STX BLACK PKG DISCOUNT		-\$750
TOTAL DISCOUNT		-\$1500
TOTAL		\$55325

Customer Name:

Customer Email:



Reg Cab 8' Bed

Preview Order 4390 - F1C - 4x2 Regular Cab: Order Summary Time of Preview: 09/20/2022 11:01:23

1FTMF1CB9NKF2619

Dealership Name: Walker Ford Company, Inc.

Sales Code: F24202

Dealer Rep.	Donald Dithmer Jr	Type	Stock	Vehicle Line	F-150	Order Code	4390
Customer Name		Priority Code	79	Model Year	2022	Price Level	265

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X2 REGULAR CAB - 141	\$31820	3.55 RATIO REGULAR AXLE	\$0
141 INCH WHEELBASE	\$0	6100# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
VINYL 40/20/40 FRONT SEAT	\$0	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 100A	\$0	50 STATE EMISSIONS	\$0
.XL SERIES	\$0	CLASS IV TRAILER HITCH	\$315
.17" SILVER STEEL WHEELS	\$0	FLEX FUEL VEHICLE	\$0
3.3L V6 PFDI	\$0	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	PRICED DORA	\$0
.245/70R 17 BSW ALL-SEASON	\$0	DESTINATION & DELIVERY	\$1795

TOTAL BASE AND OPTIONS	MSRP	\$33930
DISCOUNTS	NA	
TOTAL		\$33930

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This is not an invoice.



Family Owned & Operated Since 1957

17556 U.S. HIGHWAY 19 NORTH
 CLEARWATER, FLORIDA 33764
 PHONE (727) 535-3673
 FAX (727) 535-3971



PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE

DATE	STOCK#	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VIN NUMBER
9/20/2022	4389	2022	FORD	F-150	REGULAR CAB	WHITE	TBD	1FTMF1CB4NKF26878

DRIVERS LICENSE NUMBER

PURCHASER Town of Surfside DOB _____
 PURCHASER _____ DOB _____
 E-MAIL jnelson@townofsurfsidefl.gov
 ADDRESS: 9293 Harding Avenue CITY: Surfside ST: FL ZIP: 33154
 PHONE _____ BUS. _____ SALESPERSON JIM ANDREWS

TRADE 1		LIEN INFORMATION		DESCRIPTION	
STOCK NO.	_____	LIEN TO	_____	FACTORY SUGGESTED RETAIL	\$ -
YEAR	_____	ADDRESS	_____	DEALER DISCOUNT	\$ -
MAKE	_____	CITY	_____	PURCHASE PRICE	\$ 33,930.00
MODEL	_____	STATE	_____ ZIP _____		\$ -
BODY TYPE	_____	PHONE:	_____		\$ -
COLOR	_____	ACCT #	_____		\$ -
MILEAGE	_____	AMOUNT \$	- PD _____	ELECTRONIC FILING FEE	\$ 99.00
VIN #	_____	UNTIL	BY _____	TOTAL INCLUDING ADDED EQUIPMENT	\$ 34,029.00

TRADE 2		LIEN INFORMATION		DESCRIPTION	
STOCK NO.	_____	LIEN TO	_____	LESS TRADE ALLOWANCE	\$ -
YEAR	_____	ADDRESS	_____	TRADE DIFFERENCE	\$ 34,029.00
MAKE	_____	CITY	_____	WASTE TIRE & LEAD-ACID FEE	\$ 6.50
MODEL	_____	STATE	_____ ZIP _____	<i>This charge is regulated by the State of Florida. It represents costs and profits related to the vehicle being sold and the documents related to this sale. Also included are portions of regulated services ie Safeguards Rule, Privacy Act, OFAC, and any items monitored for compliance.</i>	
BODY TYPE	_____	PHONE:	_____	SERVICE, HANDLING FEE	\$ 995.00
COLOR	_____	ACCT #	_____	TAXABLE PRICE	\$ 35,030.50
MILEAGE	_____	AMOUNT \$	- PD _____	FLORIDA SALES TAX	\$ 2,101.83
VIN #	_____	UNTIL	BY <u>JIM ANDREWS</u>	COUNTY SURCHARGE	\$ 50.00

NEW VEHICLE - The following applies to this NEW Vehicle transaction (including NEW demonstrator vehicles) Important Notice - READ CAREFULLY BEFORE SIGNING AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty for fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any incidental damages.

TOTAL	\$ 37,182.33
TITLE & REGISTRATION FEE	\$ -
WARRANTY TRUST FUND	\$ -
ESP WARRANTY (include sales tax)	\$ -
SUB TOTAL	\$ 37,182.33
PLUS TRADE IN BALANCE DUE	\$ -
TOTAL DUE	\$ 37,182.33
REBATE ON DELIVERY	\$ -
DEPOSIT	\$ -
CASH ON DELIVERY	\$ -
UNPAID BALANCE	\$ 37,182.33

INSURANCE INFORMATION

INSURANCE CO. _____
 POLICY NO. _____
 AGENT: _____ PHONE: _____
 VERIFIED: _____ TIME _____ DATE 9/20/2022

This Commercial Buyers Order is not binding upon Walker Ford Company, Inc. until this Commercial Buyers Order is accepted and signed by a manager of Walker Ford Company, Inc. and the Purchaser.

PURCHASER _____ PURCHASER _____
 WALKER FORD COMPANY, INC.
 Accepted by: Don Dithmer Jr. Date: 9/20/2022
Commercial/Fleet Sales Manager

Receipt #	Amount	Date	Initials	Mgr.

REMARKS



Reg Cab 8' Bed

Preview Order 4389 - F1C - 4x2 Regular Cab: Order Summary Time of Preview: 09/20/2022 11:00:38

1FTMF1C B4NKF26878

Dealership Name: Walker Ford Company, Inc.

Sales Code: F24202

Dealer Rep.	Donald Dithmer Jr	Type	Stock	Vehicle Line	F-150	Order Code	4389
Customer Name		Priority Code	79	Model Year	2022	Price Level	265

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X2 REGULAR CAB - 141	\$31820	3.55 RATIO REGULAR AXLE	\$0
141 INCH WHEELBASE	\$0	6100# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
VINYL 40/20/40 FRONT SEAT	\$0	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 100A	\$0	50 STATE EMISSIONS	\$0
.XL SERIES	\$0	CLASS IV TRAILER HITCH	\$315
.17" SILVER STEEL WHEELS	\$0	FLEX FUEL VEHICLE	\$0
3.3L V6 PFDI	\$0	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	PRICED DORA	\$0
.245/70R 17 BSW ALL-SEASON	\$0	DESTINATION & DELIVERY	\$1795

TOTAL BASE AND OPTIONS	MSRP	\$33930
DISCOUNTS	NA	
TOTAL		\$33930

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This is not an invoice.



Reg Cab 8' Bed

Preview Order 4388 - F1C - 4x2 Regular Cab: Order Summary Time of Preview: 09/20/2022 10:59:54

1 FTMF1C B4NK F25142

Dealership Name: Walker Ford Company, Inc.

Sales Code: F24202

Dealer Rep.	Donald Dithmer Jr	Type	Stock	Vehicle Line	F-150	Order Code	4388
Customer Name		Priority Code	79	Model Year	2022	Price Level	265

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X2 REGULAR CAB - 141	\$31820	3.55 RATIO REGULAR AXLE	\$0
141 INCH WHEELBASE	\$0	6100# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
VINYL 40/20/40 FRONT SEAT	\$0	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 100A	\$0	50 STATE EMISSIONS	\$0
.XL SERIES	\$0	CLASS IV TRAILER HITCH	\$315
.17" SILVER STEEL WHEELS	\$0	FLEX FUEL VEHICLE	\$0
3.3L V6 PFDI	\$0	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	PRICED DORA	\$0
.245/70R 17 BSW ALL-SEASON	\$0	DESTINATION & DELIVERY	\$1795

TOTAL BASE AND OPTIONS	MSRP	\$33930
DISCOUNTS	NA	
TOTAL		\$33930

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This is not an invoice.



MEMORANDUM

ITEM NO. 3K.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Authorization to Expend for the Repair of FDOT Stormwater Pump Station No. 01 Pump with Xylem Water Solutions USA Inc.**

Town administration recommends approval of the authorization to expend with Xylem Water Solutions USA Inc., for stormwater pump repairs in the amount of \$78,244.00.

The Town of Surfside and Florida Department of Transportation (FDOT) have a Maintenance Agreement that outlines the operational responsibilities of each party as it pertains to two FDOT stormwater pump stations installed within the Town of Surfside. FDOT Pump Station No. 1 is located on Abbott Avenue and 94th Street. FDOT Pump Station No. 2 is located on Byron Avenue and 88th Street. The stormwater pump stations are critical to stormwater management along Collins and Harding Avenue and also interconnects with the Town's residential stormwater management system. The agreement was adopted in 2007. During a 2021 rain event, one of the pumps within FDOT Pump Station No. 1 failed. It was replaced with a spare pump the Town had which was provided by FDOT and the system has been re-commissioned. Nonetheless, the damaged pump requires repair as a spare pump is critical to continuity of operations.

The Town and FDOT will work together towards the repair of the pump using an FDOT approved vendor. Once repairs are completed, the Town and FDOT will negotiate a reimbursable amount that will be paid to the Town. The vendor being used is an FDOT approved vendor that is the only authorized repair shop for Flygt Pumps. Flygt is the official pump manufacturer and is the pump design per record drawings. Refer to **Exhibit A** - "Xylem Proposal Dated September 22 2022". This repair is budgeted in the FY 2023 Stormwater Fund budget.

Purchase is being procured per Town Code of Ordinance, Chapter 3 - Purchasing, Sec. 3-13. - Exemptions from competitive bidding., (7) f. A public works and utilities purchase or contract for materials, supplies, equipment, public improvements or services, repairs, maintenance and replacements, related to all town facilities, properties, fleet and infrastructure, including but not limited to, stormwater, electric, lighting, water, sewer, telecommunications, roads, buildings,

and sidewalks.

[Reso Approving Purchase of Pump Station Repair Services from Xylem.docx](#)

[Exhibit A - Xylem Proposal Dated September 22 2022](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF STORMWATER PUMP REPAIR SERVICES FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) APPROVED VENDOR XYLEM WATER SOLUTIONS USA, INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2007, the Town of Surfside (“Town”) entered into a maintenance agreement (the “Agreement”) with the Florida Department of Transportation (“FDOT”) governing the operational and maintenance responsibilities of the Town and FDOT for FDOT Pump Station No.1 on Abbott Avenue and 94th Street (the “Pump Station”), among other pump stations located in the Town; and

WHEREAS, the Pump Station is in need of repairs due to damage caused to the Pump Station during a 2021 rain event (the “Services”); and

WHEREAS, FDOT-approved vendor Xylem Water Solutions USA, Inc. (the “Vendor”) has submitted a proposal, attached hereto as Exhibit “A,” to perform the Services for the Pump Station at a cost of \$78,244.00; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities purchases or work for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town desires to purchase the Services from the Vendor for the Pump Station in the amount of \$78,244.00, in accordance with the Proposal attached

hereto as Exhibit "A", and pursuant to a Purchase Order to be entered into by the Town and Vendor; and

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

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Purchase the Services from Vendor for Pump Station. The Town Commission approves and authorizes the purchase of the Services from the Vendor for the Pump Station in an amount not to exceed \$78,244.00, in accordance with the Proposal attached hereto as Exhibit "A." The Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town's Code, the purchase of the Services for the Pump Station is exempt from competitive bidding.

Section 3. Implementation. That the Town Commission hereby authorizes the Town Manager to execute a purchase order or required documentation for the purchase of the Services described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 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:**

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



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-WEP-0036

Date: 9/22/2022

Page 1 of 5

Tag #: 23355

JobName:

Customer Information

Company Name: Town of Surfside

Contact: Hector

Address

Telephone:

9293 HARDING AVE

Telephone:

SURFSIDE FL33154

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number:

Serial Number: 3501.745-0881159

Model:

Impeller Code:

HP: 0

Volts: 0

Phases: 0

Inspection Information

Inspected By: Richard Bogert

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R .2m B 200m W 150m

Resistance through cable: RB RW BW

Stator Condition: Unusable

Shaft Condition: Good

Oil Condition: Unusable

Inspection Plugs:

Sensors:

FLS

CLS

KLIX

Bearing

Cable

Hydraulic: Impeller/Propeller Condition: Poor

Cable Condition: Unusable

Volute Condition: Good

Cable Length: 85'

Hydraulic Type: C

Flygt Products

15132 Park Of Commerce Blvd. Suite 102, Jupiter FL 33478

PH: (561) 848-1200

FX: (561) 848-1299





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-WEP-0036

Date: 9/22/2022

Page 2 of 5

Tag #: 23355

JobName:

Installation

Type: P

Control

Discharge Size: 20"

Wired for 460 volts.

MFV

Primary Requirement: Stator dry burn

Repair/Service Requirements and remarks

Stator has overheated and burned out. Cooling jacket heavily contaminated/loaded up with sludge.

Wear rings for the impeller are worn/damaged.

Power cable is damaged/pulled apart.

Pump parts have alot of corrosion/erroding away. Recommend parts be coated with polyflake.

Parts, Labor and Other Charges

Parts:

Pos.	Qty	PartNo	Description	Sell Price	Total Price
1.1	1	83 05 86	KIT,O-RING 7X5 C	\$343.00	\$343.00
1.2	1	314 88 13	RING,WEAR STATIONARY BRASS	\$2,671.00	\$2,671.00
1.3	1	345 25 20	RING,WEAR ROTATING 316	\$1,044.00	\$1,044.00
1.4	1	83 57 48	BEARING,ROLLER SNGL ROWCYL 170X95X32 NJ219ECP/P6	\$562.00	\$562.00
1.5	1	84 53 75	BEARING,ROLLER CYL SNGL ROW 160X75X37MM,26X26MM, NU315ECP	\$421.00	\$421.00
1.6	2	84 23 25	BEARING,BALL ANG CONT SNGL ROW 200X95X45MM, 7319 BECBP	\$880.00	\$1,760.00
1.7	1	617 99 02	SEAL,MECHANICAL WCCR/WCCR	\$4,607.00	\$4,607.00
1.8	1	578 58 01	SEAL,MECHANICAL WCCR/WCCR	\$11,869.00	\$11,869.00
1.9	2	613 73 00	LEAD-THROUGH UNIT	\$151.00	\$302.00
1.10	1	681 13 00	LEAD-THROUGH UNIT	\$173.00	\$173.00
1.11	3	83 97 36	SWITCH,THERMAL 140C	\$66.00	\$198.00
1.12	1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$297.00	\$297.00

Flygt Products

15132 Park Of Commerce Blvd. Suite 102, Jupiter FL 33478

PH: (561) 848-1200

FX: (561) 848-1299





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-WEP-0036

Date: 9/22/2022

Page 3 of 5

Tag #: 23355

JobName:

1.13	1	663 04 00	SENSOR,LEVEL FLS-10	\$369.00	\$369.00
1.14	1	83 97 84	DETECTOR,THERMAL	\$535.00	\$535.00
1.15	3	94 05 89	HOSE,INSULATING 18MM PLASTIC	\$30.00	\$90.00
1.16	2	84 19 34	GROMMET,NBR 42ID 70OD 33L	\$66.00	\$132.00
1.17	2	84 18 05	GROMMET,NBR 32ID 52OD 27L	\$53.00	\$106.00
1.18	1	819 99 00	TERMINAL BOARD UNIT	\$1,140.00	\$1,140.00
1.19	85	94 19 86	CABLE,SUBCAB 3X70+2G35/2+ S(2X0.5) 39.5MM	\$76.00	\$6,460.00
1.20	85	94 08 94	CABLE,SUBCAB S12X1.5 30MM	\$44.00	\$3,740.00
1.21	1	5912301 X	Rewind Stator	\$8,504.62	\$8,504.62
1.22	1	Po-lyfl.ake- Coa- t	Polyflake coating of pump parts	\$24,615.38	\$24,615.38
1.23	2	667 40 02	STICKER,FLYGT 400X100 BLUE	\$0.00	\$0.00
Total Price					\$69,939.00

Labor and Other Charges:

Pos.	Qty	PartNo	Description	Sell Price	Total Price
1	60	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000	\$135.00	\$8,100.00
2	1	14-69 00 21E	ENV FEE >50HP NO TAX TP ENVIRONMENTAL FEE	\$106.00	\$106.00
3	1	14-69 00 24B	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	\$99.00	\$99.00
Total Price					\$8,305.00

Total Price: \$78,244.00

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:



Flygt Products
15132 Park Of Commerce Blvd. Suite 102, Jupiter FL 33478
PH: (561) 848-1200
FX: (561) 848-1299





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-WEP-0036

Date: 9/22/2022

Page 4 of 5

Tag #: 23355

JobName:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Terms of Payment: Net 45 Days

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Warranty: Parts used for this repair carry a 12 month warranty.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

(closing text)

Phone:

Fax:



Flygt Products
15132 Park Of Commerce Blvd, Suite 102, Jupiter FL 33478
PH: (561) 848-1200
FX: (561) 848-1299





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-WEP-0036

Date: 9/22/2022

Page 5 of 5

Tag #: 23355

JobName:

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.





MEMORANDUM

ITEM NO. 3L.

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2022

Subject: **Resolution Approving the Appointment of Richard Gendler as Special Master Code Compliance**

Town Administration recommends approval of the new Special Magistrate.

In an effort to promote and protect the health, safety, and well-being of our residents and businesses, the Town closely follows the process and framework provided by Florida Statutes Chapter 162 in terms of providing an equitable, expeditious, and effective method of enforcing code violations while focusing on compliance. Recently, and after more than ten years with the Town, the Special Magistrate that provided that service relocated and resigned from that position. We are grateful and thank Aleksandr Boksner for his many years of service. To this effect, Town Administration is delighted to welcome Richard Gendler as our new Special Magistrate, effective immediately. Mr. Gendler brings many years of experience as an attorney, arbitrator, Special Magistrate, and law professor, as well as service to the community.

Town Code Section 15-7 provides that "Appointments and renewal of appointments of special masters shall be made by the manager, as needed, on the basis of experience, skills and abilities and, whenever possible, shall include persons with legal, zoning, engineering and/or construction experience. Such appointments shall be made for a term of one year and first time appointments shall be submitted to the commission for ratification of the manager's appointments." Attached, please find Mr. Gendler's resume.

[CV Richard Gendler.pdf](#)

[Reso Approving Appointment of Richard Gendler as Special Master Code Compliance.docx](#)

[Agreement with Richard Gendler LLC Special Master Services.docx](#)

Florida Atlantic University, Business Law and Ethics Senior Instructor, 2014 to 2021

- Teach Business Law, Hospitality Law, and Ethics
- Member National Metrics Committee
- Member Faculty Senate
- Member Faculty Policy and Procedures Committee
- Faculty Affiliate, Peace, Justice, and Human Rights Initiative
- Director of Ethics, Law, and Society Certificate Program
- Business Law Coordinator
- Member Assessment Committee

Thomas Jefferson School of Law, Adjunct Professor and Co-Faculty Director, 2012 to Present

- Co-Faculty Director for J.S.D. program
- Teach Business and Consumer Bankruptcy, Loan Workouts, and Consumer Compliance

Richard S. Gendler & Associates, P.A., Managing Shareholder, 1998 to 2017

- Represent corporate debtors in chapter 7 bankruptcy proceedings
- Represent individual debtors in chapter 7, 11 & 13 bankruptcy proceedings.
- Represent consumers and corporate entities in residential and commercial foreclosures.
- Represent purchasers and sellers in residential real estate transactions.
- Supervised and trained associate attorneys and staff.

Marcia T. Dunn & Associates, P.A., Associate Attorney, 1997 to 1998

- Represented consumer debtors and corporations in chapter 7 bankruptcy proceedings and individuals in chapter 13 bankruptcy proceedings.

Robbins, Tunkey, Ross, Amsel, Raben & Waxman, P.A., Associate Attorney, 1995 to 1997

- Represented defendants in criminal proceedings in State and Federal Court in cases involving murder, drug trafficking, sexual battery, driving under the influence, robbery, violations of probation/community control, battery, assault, and grand theft.

Licensure and Certification

- Licensed to practice law in State Courts of Florida, United States District Court in and for the Southern District of Florida, United States Bankruptcy Court in and for the Southern District of Florida, United States Tax Courts, and Eleventh Circuit Court of Appeals.
- Scholarly Academic (SA) Qualification under AACSB Standard 15

Service and Professional Development to Profession

Florida Bar, Committee Appointee, 2018 to Present

- Appointment to the Student Education and Admissions to the Bar Committee

Florida Bar, Committee Vice Chair, 2016 to 2019

- Serve as Vice Chair of Seventeenth Judicial Circuit Grievance Committee “E”

Florida Bar, Committee Appointee, 2015 to 2018

- Appointment to the Law Education Committee

Florida Bar, Committee Appointee, 2013 to 2015

- Appointment to the Federal Rule Practice Committee and Education Subcommittee.

Bankruptcy Mortgage Mediation Committee, 2012 to 2015

- Appointment to the Bankruptcy Mortgage Mediation Committee for the United States Bankruptcy Court for the Southern District of Florida.

Service to Community

- Temple Kol Ami Emmanuel
 - President, 2022 to Present
 - Executive Vice President of Administration, 2021 to Present.
 - Executive Vice President of Education and Youth, 2020 to 2021
 - Executive Vice President of Rituals, 2018 to 2020.
- Debbie’s Dream Foundation to Cure Stomach Cancer, Board of Directors, 2020 to Present
- Debbie’s Dream Foundation to Cure Stomach Cancer, Gala Committee member, 2011 to 2019.
- Plantation Acres Homeowners Association, Board Member, 2020 to Present.
- Bravo Estates Homeowners Association, Vice President, and Treasurer, 2003 to Present.

Awards

Florida Atlantic University, College of Business, University Faculty Service Award Nominee, 2021

Florida Atlantic University, School of Accounting Graduate Professor of the Year, 2021

Publications

- Diccico, Joel, Gendler, Richard, Florida CPA Today, Volume 38, Number 1 Winter, 2022, Accounting vs. U.S. Tax Taxation for Derivatives: Book Tax Differences Are Here to Stay [Pages 22 – 24]
- Diccico, Joel, Gendler, Richard, Filatova Uliana, Minkova, Teodora, OIV Journal, Volume 3, Issue 1, Spring 2021, Level 3 Reporting Quality: Trend Analysis of Derivative Instruments' Restatements [Pages 9 – 15]
- DiCicco, Joel, Gendler, Richard, Filatova Uliana Journal of Medical Practice Management: MPM (2020) *Personal Goodwill and the Courts: An Analysis* [Pages 41 – 46]
- Crain Michael, Hopwood William, Young George, Gendler, Richard, Pacini, Carl (2019) American Institute of Certified Public Accountants, *Essentials of Forensic Accounting*. [Pages 55 – 143 (Chapter 3 Civil and Criminal Procedure, Chapter 4 Evidence and Chapter 5 Discovery)].
- Gendler, Richard (2014) *Mortgage Cramdown in Bankruptcy*, American Bankruptcy Institute Law Review [Pages 329 – 393]
- Gendler, Richard (2013) *Is Absolute Priority Rule “Absolute” for an Individual Chapter 11 Debtor?* American Bankruptcy Institute Committee Newsletter. [11-6 AM. BANKR. INST. COMM. NEWS (Dec. 2013)].
- Gendler, Richard (2012) *Categorizing Tax Liabilities for the Applicability of the Means Test*, American Bankruptcy Institute Journal [31-AUG Am. Bankr. Inst. J. 18]
- Editor, McGraw Hill Education for *Essentials of Business Law, Ninth Edition* by Anthony Liuzzo. Preparation of instructor's manual, test bank questions, PowerPoint slides and end of chapter quizzes for the textbook. (2014 to 2015).
- Contributing Editor, McGraw Hill Education for *Dynamic Business Law, The Essentials, Third Edition* by Nancy Kusabek, Neil Browne, Lucien Dhooge, Daniel Herron and Linda Barkacs. Prepared end of chapter quizzes for the textbook. (2014)

Works in Progress

- Working Title: *Chapter 13 Bankruptcy Income Tax Dischargeability: A Historical Public Policy Perspective*
- Working Title: *Tax Fraud Dischargeability*

Presentations and Proceedings

- March 2021, *Presentation on Business Ethics*, Florida Atlantic University Professional and Sport EMHA Leadership Executive Forum. Presentation to graduate students regarding corporate social responsibility and ethical leadership skills.
- February 2021, *Presentation on Business Ethics*, Florida Atlantic University Professional and Sport PMBA/MBA Leadership Executive Forum. Presentation to graduate students regarding corporate social responsibility and ethical leadership skills.
- December 2020, *Presentation on FAU Employee Computer and Emails Privacy Issues*, Florida Atlantic University College of Business Faculty and Staff Meeting. Presentation to FAU Employees regarding legal privacy considerations when using FAU computers and email account.
- September 2020, *Presentation on Business Ethics*, Florida Atlantic University Professional and Sport MBA Leadership Executive Forum. Presentation to graduate students regarding corporate social responsibility and ethical leadership skills.
- June 2019, *Seminar on Forensic Accounting*, Florida Atlantic University Center for Forensic Accounting. Presentation to Certified Public Accountants regarding relevant enhanced skills for forensic accountants including testifying, evidence, and expert reports in family and bankruptcy litigation. Attendees received continuing professional education credit.

- May 2019, *The U.S. Fight Against Corruption*, Universidad Nacional De Tres De Febrero and Florida Atlantic University College of Business. Presentation to Argentinian academics and public officials regarding the Federal Corrupt Practices Act, Racketeer Influenced and Corrupt Organizations Act and Law 27.401 of the Argentine Criminal Code.
- August 2018, *Seminar on Forensic Accounting*, Florida Atlantic University Center for Forensic Accounting. Presentation to Certified Public Accountants regarding relevant enhanced skills for forensic accountants including testifying, evidence, and expert reports in family and bankruptcy litigation. Attendees received continuing professional education credit.
- January 2016, *Discharging Income Taxes in Consumer Bankruptcy Cases*, Florida Institute of Certified Public Accountants. Presentation to Certified Public Accountants regarding requirements of discharging income taxes in consumer bankruptcy. Attendees received continuing professional education credit.
- April 2015, *Home Mortgage Cramdown in Bankruptcy*, Kansas State Bar Association. Presentation regarding home mortgage cramdown research study published in the summer, 2014 edition of the American Bar Institute/St John's University Law School Law Review. Attendees received continuing legal education credit.
- May 2014, *Home Mortgage Cramdown in Bankruptcy*, Thomas Jefferson School of Law. Presentation regarding J.S.D. dissertation regarding home mortgage cramdown research study at the law school graduate reception.

- October 2013, *Lien Stripping in Consumer Bankruptcy, Bringing or Defending Actions to Avoid Junior Mortgage Liens*, Strafford Publications. Attendees received continuing legal education credit.
- March 2013, *Topical Issues in Consumer Bankruptcy*, University of Miami School of Law Bankruptcy Assistance Clinic.
- January 2013, *Tax Issues in Consumer Bankruptcies, Navigating Discharge of Tax Liability, Impact of Tax Obligations on Means Testing, and Debt-Related Tax Consequences*, Strafford Publications. Attendees received continuing legal education credit.
- July 2011, *Best Practices for Handling Foreclosures and Delinquencies Among Condominium Owners*, Brickell Homeowners Association Property Managers Forum.

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE APPOINTMENT OF RICHARD GENDLER LLC AS THE SPECIAL MASTER FOR THE TOWN AND THE CODE COMPLIANCE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE SPECIAL MASTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside (the “Town”) provides for code enforcement procedures for the Town as codified in Chapter 15 “Code Enforcement” of the Town’s Code of Ordinances (“Town Code”); and

WHEREAS, the Town Code and code enforcement procedures require a special master to be appointed by the Town Manager and Town Commission to conduct the hearings and perform the duties set forth in the Town Code; and

WHEREAS, the Town Commission finds that Richard Gendler, LLC is an attorney and member of the Florida Bar and is qualified to serve as the Town’s Special Master for the Code Compliance Department and System; and

WHEREAS, the Town Commission desires to authorize the Manager to enter into an agreement with Richard Gendler LLC (“Contractor”) substantially in the form attached hereto as Exhibit “A”, pursuant to which Contractor will provide the Town with the required special master services and perform the duties as set forth in the Town Code for a term of one (1) year and at an hourly rate of \$250 per hour, subject to the final approval of the agreement by the Town Mayor and Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to appoint Contractor as the Town’s Special Master for the Code Compliance Department and System

and authorize him to perform the duties set forth in the Town Code and as necessary to serve the Code Compliance Department.

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

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

Section 2. Appointment of Special Master for Code Compliance. The Town Commission hereby approves the appointment of Richard Gendler LLC as the Special Master for the Code Compliance Department and System. Richard Gendler LLC's duties and responsibilities shall be effective **immediately** upon adoption of this Resolution.

Section 3. Authorization to Town Manager to Enter into Agreement. The Town Manager is hereby authorized to enter into an agreement with the Contract for the Special Master services for a term of one (1) year (subject to renewal) and at an hourly rate of \$250 per hour, in substantially the form attached hereto as Exhibit "A", subject to the final approval of the agreement by the Town Manager and Town Attorney.

Section 4. Implementation of Agreement. The Town Manager is hereby authorized to execute the agreement and take any and all necessary action to implement the Agreement and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of October, 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:**

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

**AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND RICHARD GENDLER,
LLC FOR SPECIAL MASTER SERVICES**

This Agreement is entered into this ____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”) and **RICHARD GENDLER, LLC**, a Limited Liability Company, whose principal business is located at 11235 N.W. 18 Court, Plantation, Florida 33323 (the “Contractor”).

WHEREAS, the Town is in need of a Special Master (also known as Special Magistrate) to preside over code violation proceedings in accordance with Chapter 15 “Code Enforcement” of the Town Code and Florida Statutes Chapter 162; and

WHEREAS, the Contractor has been determined to possess the qualifications to serve as the Town’s Special Master and perform the duties as set forth in the Town Code; and

WHEREAS, on October 12, 2022, the Town Commission approved an item to engage the services of the Contractor as the Town’s Special Master.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the Town and the Contractor agree as follows:

Section 1
Scope of Services

Contractor agrees to provide the following services to the Town (the “Services”) during the term of this Agreement.

This Agreement is subject to, and Contractor shall provide Services in accordance with the provisions of Chapter 15 “Code Enforcement” of the Town Code and Florida Statutes Chapter 162. Those Services shall include those set forth in the Town Code and Florida law, including, but not limited to, presiding over the Town’s code compliance hearings, violations, subpoenaing evidence and alleged violators and witnesses to its hearings, taking testimony under oath, and issuing orders having the force of law to command whatever steps are necessary to bring a violation into compliance. The Town Code Compliance Director or other Town employees shall assist with the Services and the issuance of subpoenas and all notices for hearings. The Contractor shall have no powers except as provided by this Agreement or by law.

Section 2
Compensation

In consideration for the Services to be provided by the Contractor, the Town agrees to pay the Contractor at a rate of \$250 per hour which shall be payable within thirty (30) calendar days following submission of an invoice by the Contractor to the Town and in accordance with the Florida Prompt payment Act. In the event of the Town’s termination of this Agreement prior to the end of the Contract Term pursuant to Sections 4 or 7, the Town shall pay the Contractor on a prorated basis for the Services performed by the Contractor prior to the Town’s termination of this

Agreement. The Contractor shall receive no less than three hours of compensation for each session attended, plus the prorated hourly rate for any time in excess of three hours. Such initial three hour compensatory time shall be inclusive of travel time to and from the hearing in an amount of travel time not to exceed an hour. The Contractor may also be paid for reasonable hearing preparation time billed. Compensation shall only be paid for hearings held and reasonable time for preparation.

Section 3
Term of Agreement

This Agreement shall become effective upon the Effective Date and shall remain in effect for one (1) year thereafter, unless earlier terminated in accordance with Section 4. The Agreement may be extended for up to three (3) one (1) year renewal periods on the same terms and conditions, upon written notice by the Town Manager to the Contractor, at least 30 days prior to expiration of the applicable term, exercising the renewal option.

Section 4
Termination of Agreement

The Town may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. The Town may terminate this Agreement for cause by giving the Contractor five (5) calendar days written notice upon the failure of the Contractor to cure any default after being provided written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

Section 5
Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by the Contractor, and not as an officer, employee or agent of the Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of the Contractor. Contractor shall have no rights under the Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

Section 6
Indemnification / Hold Harmless Clause

To the extent allowed by applicable law, Contractor shall indemnify, defend and hold harmless the Town, its officers, officials, and employees, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including reasonable attorney's fees, demands and claims for civil actions, directly arising out of any negligent acts, errors, or omissions of the Contractor and any employee(s) of the Contractor, if applicable, in the Contractor's performance of Special Master Services pursuant to this Agreement.

Section 7
Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the Town, upon written notice to the Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Town.

Section 8
Miscellaneous

Contractor shall, without additional expense to the Town, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county and municipal laws, ordinances, and regulations in connection with the performance of the Services specified herein.

Section 9
Audit Rights

The Town may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Contractor under this Agreement, audit, or cause to be audited, those books and records of the Contractor which are directly related to the Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

Section 10
Amendments and Assignment

This Agreement constitutes the entire agreement between the Contractor and the Town and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the Town, which may be withheld or conditioned in the Town's sole discretion.

Section 11
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 action arising out of or relating to this Agreement shall be in Miami-Dade County, Florida.

Section 12
Public Records

All records, files, documents, plans, and correspondence of the Contractor arising out of this Agreement are public records subject to the provisions of Chapter 119, Florida Statutes. Contractor shall comply with Chapter 119, Florida Statutes (Florida's Public Records Law) and maintain and provide public records as required by law. The Town may terminate this Agreement immediately upon refusal by the Contractor to allow reasonable access by the Town Mayor or his designee or by any member of the public to any records pertaining to work performed under this Agreement.

Section 13
Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Richard Gendler, LLC
Richard S. Gendler, Esq.
11235 NW 18 Court
Plantation, Florida 33323
Telephone: (305) 522-6225
Email: rgendler@Miami-Law.com

TOWN:

Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863
Email: ahyatt@townofsurfsidefl.gov

With a copy to:

Lillian M. Arango, Esq.
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134
Telephone: (305) 854-0800
Email: larango@wsh-law.com

Section 15
Conflict of Interest.

To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues against the Town.

Section 16
Insurance.

16.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Contractor.

16.1.1 Commercial General Liability coverage with limits of liability of \$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.

16.1.2 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 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.

16.1.3 Business Automobile Liability 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, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

16.1.4 Professional Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

16.2 **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/Employer's Liability 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 evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Contractor shall be responsible for assuring that the insurance 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 prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

16.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance, the Town is to be 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. The Contractor's insurance 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. The Contractor's insurance affording additional insured status 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.

16.4 **Waiver of Subrogation.** The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.

16.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Section 17

Attorneys Fees and Waiver of Jury Trial.

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

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.

Section 18

Ownership and Access to Records and Audits.

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).

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 his designee shall, during the term of this Agreement and for a period of three (3) 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.

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.

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.

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.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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.

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

Section 19.
Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town, signing by and through its Manager, attested to and duly authorized to execute same by the Town Commission of the Town of Surfside and by the Contractor, by and through Richard Gendler, attested to and duly authorized to execute same.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

ATTEST:

Sandra McCready, CMC, Town Clerk

By: _____
Andrew Hyatt, Manager

Executed this ____ day of _____, 2022.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE TOWN OF SURFSIDE ONLY.

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

CONTRACTOR:

RICHARD GENDLER, LLC, a Florida limited liability company

WITNESSES:

Print Name:

By: _____
Richard S. Gendler

Date Executed: _____



MEMORANDUM

ITEM NO. 3M.

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

From: Commissioner Marianne Meisheid

Date: October 12, 2022

Subject: **Pelican Harbor Seabird Station Donation Ratification**

Continue the Town of Surfside's legacy in donating \$1,000 to their cause of rehabilitating and releasing seabirds, pelican and other wildlife.

The Town of Surfside in the past few years has donated to the Pelican Harbor Seabird Station located in Miami-Dade County. They have dedicated their services since 1980 to revolutionize the rehabilitation and care of Brown Pelicans and assist sick and/or injured birds. Pelican Harbor Seabird Station is Miami's native wildlife hospital and according to their website have treated over 39,500 native wildlife patients, including over 9,000 pelicans.

[Reso Approving Pelican Harbor Seabird Donation 2022.docx](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A DONATION TO THE PELICAN HARBOR SEABIRD STATION IN SUPPORT AND SPONSORSHIP OF THEIR PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pelican Harbor Seabird Station, a non-profit organization (“Pelican Harbor”), seeks a donation from the Town of Surfside (“Town”) for annual fund-raising in support of its wildlife hospital and programs dedicated to the rescue, rehabilitation, and release of sick, injured or orphaned pelicans, seabirds and other native wildlife; and

WHEREAS, the Town Commission wishes to ratify its direction at the September 28, 2022 Special Meeting and approve the donation in the amount of \$1,000.00 to Pelican Harbor and provide that the funds shall be used towards support and sponsorship of their programs; and

WHEREAS, the Town Commission finds that the donation and the use of the funds as indicated in this Resolution are in the best interest 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.** The above Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Donation.** The donation to Pelican Harbor in the amount of \$1,000 is approved, and providing that the funds shall be used towards support and sponsorship of their programs.

Section 3. **Authority to Implement the Donation.** The Town Manager is hereby authorized to take all action necessary to implement the donation and the purposes of this Resolution.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of October, 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:**

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: Lillian Arango, Town Attorney

Date: October 12, 2022

Subject: **Amending Town Code Section 90-67. - Emergency Power Generators**

The attached Ordinance for second reading amends Section 90-67 of the Town Code to permit the placement of generators on the rooftop in residential structures located in the H30A and H30B zoning districts, in accordance with screening mitigation requirements as set forth in Section 90-67.3 of the Code, as may be amended.

At the July 12, 2022 meeting, the Town Commission considered and adopted on first reading an ordinance to amend Section 90-47.3 of the Town Code to revise ground-level mechanical equipment setbacks, visual screening, and sound mitigation requirements and create Section 90-67.3 of the Code to regulate the location and requirements for rooftop mechanical equipment. This Ordinance was on the September 13, 2022 agenda and was adopted on second reading.

At the July 12, 2022 Town Commission meeting during the discussion on mechanical equipment ordinance, the Town Commission further discussed amending the Code to permit the installation of mechanical equipment, including generators, on the rooftop of residential structures, thereby necessitating an amendment to Section 90-67 of the Code to address placement of emergency power generators on rooftops.

Section 90-67 “Emergency Power Generators” of the Town Code currently does not permit generators on the rooftop of residential structures, and provides that for (i) new construction of residential structures, emergency power generators must be placed in the rear of the property, and (ii) that for residential structures existing as of September 1, 2006, permanent generators may be placed in the front of the house if placement in the rear is not feasible. Due to innovations in mechanical equipment, it is now more feasible to mitigate the negative visual and auditory consequences of mechanical equipment, including those that may be installed on the roof.

At first reading of the ordinance on September 13, 2022, the Building Official requested an amendment to provide that all installations must comply with the latest versions of the Florida Building Code and the National Electrical Code. The Town Commission adopted the

ordinance on first reading with the Building Official's recommended amendment.

This resolution was heard by the Planning and Zoning Board on September 29, 2022 and the board recommended approval without any changes.

[Amending Section 90-67. Emergency Power Generators.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 90-67 – “EMERGENCY POWER GENERATORS” TO PERMIT THE INSTALLATION OF EMERGENCY POWER GENERATORS ON THE ROOFTOP OF RESIDENTIAL STRUCTURES 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**, at its July 12, 2022 meeting, the Town Commission considered and adopted
9 on first reading an ordinance to amend Section 90-47.3 of the Town Code to revise ground-level
10 mechanical equipment setbacks, visual screening, and sound mitigation requirements and create
11 Section 90-67.3 of the Code to regulate the location and requirements for rooftop mechanical
12 equipment; and

13 **WHEREAS**, Section 90-67 “Emergency Power Generators” of the Town Code currently
14 does not permit generators on the rooftop of residential structures, and provides that for (i) new
15 construction of residential structures, emergency power generators must be placed in the rear of the
16 property, and (ii) that for residential structures existing as of September 1, 2006, permanent
17 generators may be placed in the front of the house if placement in the rear is not feasible; 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, including those
20 that may be installed on the roof; and

21 **WHEREAS**, the Town Commission desires to revise the Town Code by amending Section
22 90-67 of the Town Code to permit the placement of generators on the rooftop in residential

23 structures located in the H30A and H30B zoning districts, in accordance with screening mitigation
24 requirements as set forth in Section 90-67.3 of the Code, as may be amended; and

25 **WHEREAS**, at the July 12, 2022 Town Commission meeting, the Town Commission
26 discussed amending the Code to permit the installation of mechanical equipment, including
27 generators, on the rooftop of residential structures, thereby necessitating an amendment to Section
28 90-67 of the Code to address placement of emergency power generators on rooftops; and

29 **WHEREAS**, the Town Commission held its first public hearing on September 13, 2022, and
30 approved the proposed amendment to Section 90-67 of the Town Code of Ordinances on first
31 reading; and

32 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held
33 its hearing on the proposed amendment on September 29, 2022 with due public notice and input,
34 and recommended approval of this proposed amendment; and

35 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
36 these regulations as required by law on October 12, 2022 and further finds the proposed changes to
37 the Code are necessary and in the best interest of the community.

38 **WHEREAS**, the Town Commission finds that this Ordinance is in the best interests of the
39 Town and promotes the public health, safety, and welfare of the Town.

40 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
41 **TOWN OF SURFSIDE, FLORIDA:**¹

42
43 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein
44 by this reference.

45 **Section 2. Town Code Amended.** Chapter 90, “Zoning,” of the Town Code of Ordinances
46 is hereby amended as follows:

47 **CHAPTER 90 – ZONING**

48 ***

49 **ARTICLE V. – DESIGN STANDARDS**

50 ***

51

¹ Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with grey highlight and double strikethrough or double underline.

52 **Section 90-67. – Emergency Power Generators.**

53 The following requirements apply to permanent and temporary emergency power
54 generators located in all zoning districts:

55 (1) Permit: The property owner must obtain a building permit for the installation of an
56 emergency power generator.

57 a. The town shall review all such permit applications to ensure such installations
58 minimize the visual and acoustic impact on adjacent properties.

59 (2) Special attention shall be paid to the placement of the generator, the use of sound
60 attenuating materials, and the reasonable containment of sounds and exhausts, which
61 will be created by the operation of any emergency power generator. The preferred
62 placement shall be as follows: For all new construction, permanent emergency
63 generators ~~must~~ shall be placed in the rear of the property or on the rooftop; for
64 residential structures existing as of September 1, 2006, permanent generators may be
65 placed in the front of the house if placement in the rear or on the rooftop is not feasible.
66 In no instance shall generators be placed in the setbacks.

67 a. *Screening*: Emergency power generators that are not located within, or completely
68 screened by a building, shall be screened from view when adjacent to or visible from
69 a public right-of-way or from adjacent parcels of property. Screening may include the
70 use of fences, walls, or hedges, or a combination thereof and such screening shall
71 meet all relevant Code requirements. Notwithstanding the foregoing, screening of
72 rooftop generators in the H30A and H30B Districts shall be in compliance with the
73 requirements of Section 90-67.3, as may be amended.

74 b. *Placement of temporary generators*: Temporary emergency power generators
75 shall be placed outdoors at least ten feet from any opening or window.

76 c. *Maintenance cycle*: The generator's maintenance cycle run shall be permitted a
77 maximum of once a week between the hours of 10:00 a.m. and 5:00 p.m., Monday
78 through Friday only, and shall continue for no more than the manufacturer's
79 recommended duration, but not to exceed 30 minutes per cycle.

80 d. *Allowed usage*: Emergency power generators may only be operated for non-
81 maintenance purposes whenever there is a power outage. Generators may not be used
82 as a substitute for electrical power.

83 e. *Code enforcement and removal*: Generators, which are in violation of the
84 provisions of this section, shall be subject to immediate removal and code
85 enforcement action.

86 f. Compliance with Florida Building Code and Florida Electrical Code. All
87 installations of generators shall comply with the latest adopted versions of the Florida
88 Building Code and the National Electrical Code.

89

90 ***

91

92 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is
93 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
94 in no way affect the validity of the remaining portions of this Ordinance.

95 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
96 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
97 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
98 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
99 appropriate word.

100 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
101 resolutions in conflict herewith are hereby repealed.

102 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second
103 reading.

104
105 **PASSED** on first reading this 13th day of September 2022.

106
107 **PASSED** and **ADOPTED** on second reading this 12th day of October, 2022.

108

109

110

111 **First Reading:**

112 Motion by: Vice Mayor Rose

113 Second by: Commissioner Landsman

114

115

116 **Second and Final Reading:**

117 Motion by: _____

118 Second by: _____

119

120

121 **FINAL VOTE ON ADOPTION**

122 Commissioner Fred Landsman _____

123 Commissioner Marianne Meischeid _____

124 Commissioner Nelly Velasquez _____
125 Vice Mayor Jeffrey Rose _____
126 Mayor Shlomo Danzinger _____

127
128

Shlomo Danzinger, Mayor

129
130 **ATTEST:**

131
132

133 _____
134 Sandra N. McCready, MMC
135 Town Clerk

136
137
138

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

141
142

143 _____
144 Weiss Serota Helfman Cole & Bierman, P.L.
145 Town Attorney



MEMORANDUM

ITEM NO. 4B1.

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

From: Lilian Arango, Town Attorney

Date: October 12, 2022

Subject: **Planning and Zoning Ordinance Change - Membership qualification requirements.**

Consider and adopt an Ordinance at first reading to amend the zoning code to modify the Planning and Zoning Board membership qualification requirements.

During the September 13 Commission Meeting, the Town Commission discussed the requirements for members of the Planning and Zoning Board. The Town Commission approved a motion to amend Section 90-15 of the Town Code by removing the requirement for a Resiliency Member because the requirement unnecessarily limits the pool of potential applicants.

[Ordinance Modifying Planning and Zoning Board Requirements - First Reading.DOCX](#)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-15 OF CHAPTER 90, "ZONING," OF THE TOWN CODE TO MODIFY THE PLANNING AND ZONING BOARD MEMBERSHIP QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") created the Town Planning and Zoning Board (the "Board") to advise the Town Commission on all zoning and design review matters; and

WHEREAS, the Town Commission recognizes that changes to the Board's qualification requirements are periodically necessary to ensure that the Town is able to appoint qualified members to the Board; and

WHEREAS, Section 90-15 of Chapter 90, "Zoning," of the Town Code establishes criteria that govern the qualifications of the members that make up the Board; and

WHEREAS, Section 90-15 provides that one Board member or alternate member must have experience or education in sustainability and resiliency (the "Resiliency Member"); and

WHEREAS, at its September 13, 2022 meeting, the Town Commission approved a motion to amend Section 90-15 of the Town Code by removing the requirement for a Resiliency Member because the requirement unnecessarily limits the pool of potential applicants; and

WHEREAS, the Town Commission desires to facilitate the timely appointment of qualified members to the Board members by removing the Resiliency Requirement; and

WHEREAS, the Town Commission finds that amending Section 90-15 of Chapter 90, of the Town's Code as set forth herein, is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:¹

¹ Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 90-15 of Chapter 90, "Zoning", as follows:

Chapter 90 – Zoning

Article II. – Administration and Enforcement

Division 1. – Planning and Zoning Board

Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies, general regulations, recommendations, expenditures, indebtedness.

(1) Membership/quorum: The planning and zoning board membership and quorum requirements for zoning matters and design review matters are as follows:

(a) Zoning matters: The planning and zoning board shall consist of five members and a first alternate member and a second alternate member. ~~One board member or one alternate member appointed shall have education and/or experience in sustainability and resiliency, which may include environmental science ("resiliency member").~~ At least three of the members or alternates must be one of the following:

1. Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;
2. Florida licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;
3. Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning

Accreditation Board (PAB) with at least three years of professional planning experience;

4. Florida-licensed landscape architect with at least three years of professional experience;

5. Registered interior designer with at least three years of professional experience;

6. Florida-licensed attorney with at least three years of professional experience.

7. Florida-licensed architect.

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. Codification. 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

Commissioner Fred Landsman _____

Commissioner Marianne Meischoid _____

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. 5A.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2022
Subject: **Legislative Priorities**

Town Administration recommends approval of the Legislative Priorities list and to authorize the Town's lobbyist to act on behalf of the Town on these matters during the upcoming legislative session.

Attachment A to the resolution outlines a list of legislative priorities to be submitted to the Town's lobbyist Converge Government Affairs.

[Resolution Approving Florida Legislative priorities For 2023.DOCX](#)

[Legislative Priorities 2023 - Exhibit A.docx](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING STATE LEGISLATIVE PRIORITIES FOR 2023; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will begin the 2023 State Legislative Session on March 7, 2023, with Legislative committee meetings considering bills and budget allocation for 2023; and

WHEREAS, the Mayor and Town Commission of the Town of Surfside (the “Town”) wish for the Town to support State legislative policies beneficial to the Town and its residents and businesses and to advocate for the funding, in whole or in part, of the Town’s programs, projects and initiatives with State funds; and

WHEREAS, the Town Commission wishes to make known and advance the Legislative Priorities for the 2023 State Legislative Session, which are attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Town Commission finds that approval of the Legislative Priorities for 2023 is in the best interest of the Town.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Legislative Priorities for 2023. The Legislative Priorities for the 2023 State Legislative Session, attached to this Resolution as Exhibit “A”, are hereby approved.

Section 3. Authorization of Town Officials. The Town Manager and appropriate Town Officials are authorized to support and implement the Legislative Priorities for 2023 on behalf of the Town. The Town Manager, Town Officials, and the Town Attorney are authorized to take all actions necessary to implement the Legislative Priorities for 2023, including transmittal as necessary to the Florida Legislature.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 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 McCreedy, 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



Legislative Priorities for 2023

1. Infrastructure funding for Collins Avenue water main.
2. Transportation funding related to traffic calming and mitigation. Walkability initiatives, crosswalks, signalization, street lighting, etc. Creation of bike/ walking paths.
 - a. FDOT to prioritize crosswalks on Harding and Collins Avenue.
3. Public Service Commission assistance with undergrounding utilities. FPL has identified lateral lines to be placed underground in a 30-year plan. Request assistance to achieve this goal in a shorter time frame.
4. Legislation to ban single use plastics and plastic bags in all coastal communities.
5. Clean Water and Everglades restoration. Stricter fines for waste dumping in waterways.
6. Protection of Coral Reefs and Ecosystems.
7. Maintain ability to regulate Short Term Rentals.
8. Support for Solar installation at all municipal buildings and public facilities.
9. Surfside Revolving Loan - loan forgiveness/ rate modification for water/sewer projects.
10. Resiliency & Sustainability – funding for raising homes and other initiatives, including infrastructure improvements, designed to mitigate sea level rise, climate change and environmental impacts.
11. Home Rule – protection and defense of municipal home rule powers secured to municipalities by the Constitution and Ch. 166, F.S., and opposing generally constitutional or statutory legislation proposed to expressly limit the exercise of such powers.
12. Resort/Tourist Tax protection

13. Eliminate agricultural exemption for supermarkets that sell prepared food. Currently stores like Publix that sell prepared food or even have seating for customers that buy prepared food do not have to pay report taxes that other restaurants have to pay.
14. Hurricane mitigation/structural improvements to municipal buildings.



MEMORANDUM

ITEM NO. 5B.

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

From: Shlomo Danzinger, Mayor

Date: October 12, 2022

Subject: **Family Court Awareness Month Proclamation**

For the commission to approve the Family Court Awareness Month Proclamation.

November is Family Court Awareness Month. The month of November provides an excellent opportunity for our town of Surfside to demonstrate its support in recognizing the importance of a family court system that prioritizes child safety and acts in the best interest of children.

This proclamation will help bring awareness to the conservatively estimated 58,000 children a year who are ordered into unsupervised contact with abusive parents, where hundreds of children have been murdered.

In 2021, 220 cities and counties, many in Florida, publicly demonstrated their commitment to child safety in the family court system. Mayors, county officials, and governors around the country have pledged their support with proclamations and/ or resolutions officially declaring the month of November as Family Court Awareness Month in their respective communities.

Many families in our community are struggling in silence and facing the reality that child safety is not being prioritized, and that our bench officials need tools to help ensure children are not living trapped in trauma and abuse, and even worse, dying at the hands of a dangerous parent.

[Family Court Awareness Month Committee Request - Oct 2022.pdf](#)

[Family Court Awareness Month Committee - Oct 2022.pdf](#)



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for (check one): Proclamation Certificate Key Brick



Date of Request: 09/30/2022

Name of Requestor: Karla Arancibia

Organization: Florida Protective Parents Association

Address: _____

Phone / E-Mail: (786) 901-3824 / karla@floridaprotectiveparents.org

Name of Individual / Organization to be honored:
Karla Arancibia / Florida Protective Parents Association

Title for Proclamation or Certificate:
Family Court Awareness Month

Date of Recognition: October 12, 2022

Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):
See proclamation draft attached to this item.

Document is to be:

- Presented at a Commission Meeting in 10/12/2022 (month / year)
- Presented at the following event _____ (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

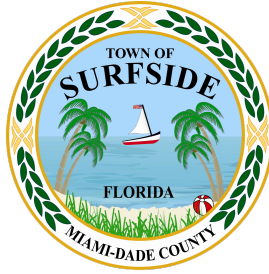
Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

- Whereas,** *the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children; AND*
- Whereas,** *the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent; AND*
- Whereas,** *the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system; AND*
- Whereas,** *the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value; AND*
- Whereas,** *the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice).*
- Now** *therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, do hereby proclaim the month of November 2022 to be recognized as: **Family Court Awareness Month***

*Signed by my hand at Surfside Town Hall
on this the 12th day of October 2022.*

*Shlomo Danzinger, Mayor
Town of Surfside*



MEMORANDUM

ITEM NO. 5C.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Shlomo Danzinger, Mayor
Date: October 12, 2022
Subject: **Red Ribbon Week Proclamation**

For the commission to approve the Red Ribbon Week Proclamation as presented.

Red Ribbon Week takes place each year from October 23 through 31st. It was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drugs prevention and reduction efforts. The red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty, and represents the belief that one person can make a difference.

[Red Ribbon Week Request - Oct 2022.pdf](#)

[Red Ribbon Week - Oct 2022.pdf](#)



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for (check one): Proclamation Certificate Key Brick

Date of Request: 09/30/2022

Name of Requestor: Romina Tripichio

Organization: Young Marines

Address: PFC Bruce W. Carter MOH Young Marines: 6692 NW 107 Ct., Doral FL 33178

Phone / E-Mail: PFCBruceWCarter@youngmarines.org (786) 597-9338

Name of Individual / Organization to be honored:
Young Marines

Title for Proclamation or Certificate:
Red Ribbon Week

Date of Recognition: October 12, 2022

Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):
See proclamation draft attached to this item.

Document is to be:

- Presented at a Commission Meeting in 10/12/2022 (month / year)
- Presented at the following event _____ (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

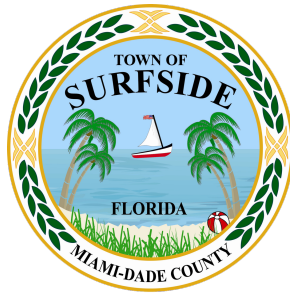
Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor’s Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; AND

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; AND

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; AND

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; AND

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drugs prevention and reduction efforts; AND

Whereas, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

*Now therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, do hereby proclaim October 23 through 31, 2022 to be recognized as: **Red Ribbon Week***

*Signed by my hand at Surfside Town Hall
on this the 12th day of October 2022.*

*Shlomo Danzinger, Mayor
Town of Surfside*



MEMORANDUM

ITEM NO. 5D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Shlomo Danzinger, Mayor
Date: October 12, 2022
Subject: **Hispanic Heritage Month Proclamation**

To approve the Hispanic Heritage Month proclamation as submitted.

Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America.

The observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. It was enacted into law on August 17, 1988, on the approval of Public Law 100-402.

As a diverse town with a large Hispanic population, many of them being our neighbors and friends, it's important for us to recognize and celebrate the Hispanic culture and heritage.

[Hispanic Heritage Month Request Sept 2022.pdf](#)

[Hispanic Heritage Month Sept 2022.pdf](#)



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for (check one): Proclamation Certificate Key Brick

Date of Request: 09/30/2022

Name of Requestor: Shlomo Danzinger

Organization: Town of Surfside

Address: 9293 Harding Ave., Surfside FL 33154

Phone / E-Mail: sdanzinger@townofsurfsidefl.gov

Name of Individual / Organization to be honored:
TBD

Title for Proclamation or Certificate:
Hispanic Heritage Month

Date of Recognition: October 12, 2022

Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):
See proclamation draft attached to this item.

Document is to be:

- Presented at a Commission Meeting in 10/12/2022 (month / year)
- Presented at the following event _____ (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

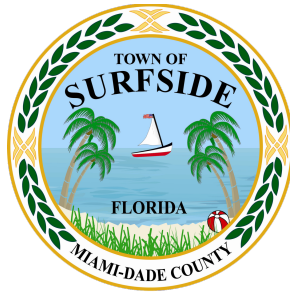
Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor’s Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

Whereas, *Surfside is proud of its rich culture, diversity, and the many people and nationalities who call our town home; AND*

Whereas, *each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; AND*

Whereas, *the observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. It was enacted into law on August 17, 1988; AND*

Whereas, *during Hispanic Heritage Month, we take the opportunity to honor all Americans of Hispanic descent and to acknowledge their past and ongoing contributions to the success and growth of our Nation. Hispanic Americans are the largest minority group in the United States today, and generations of Hispanic Americans have consistently helped make our country strong and prosperous.*

Now *therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, do hereby proclaim September 15 through October 15 to be recognized and celebrated as:*

Hispanic Heritage Month

*Signed by my hand at Surfside Town Hall
on this the 12th day of October 2022.*

*Shlomo Danzinger, Mayor
Town of Surfside*



MEMORANDUM

ITEM NO. 5E.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Shlomo Danzinger, Mayor
Date: October 12, 2022
Subject: **Hindu Heritage Proclamation**

For the commission to pass the Hindu Heritage proclamation as presented.

Hindu American Awareness and Appreciation Month (HAAAM) resolutions seek to bring local awareness, recognition and acknowledgment of the significant contributions made by Hindu Americans across the US.

[Hindu Heritage Month Request- Oct 2022.pdf](#)

[Hindu Heritage Month - Oct 2022.pdf](#)



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for (check one): Proclamation Certificate Key Brick

Date of Request: 09/30/2022

Name of Requestor: Lynn Su (Sutjapojnukul)

Organization: _____

Address: _____

Phone / E-Mail: lynnsutjapojn@gmail.com (813) 501-9852

Name of Individual / Organization to be honored:
TBD

Title for Proclamation or Certificate:
Hindu Heritage Month

Date of Recognition: October 12, 2022

Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):
See proclamation draft attached to this item.

Document is to be:

- Presented at a Commission Meeting in 10/12/2022 (month / year)
- Presented at the following event _____ (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor’s Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

Whereas, *Surfside is proud of its rich cultural history and the many people who call our town home; AND*

Whereas, *Surfside is home to a vibrant diverse community that includes Hindu-Americans; AND*

Whereas, *Hindu-Americans have made significant contributions across all fields, including science, education, medicine, law, politics, business, culture, sports, and more; AND*

Whereas, *Hindu heritage, culture, traditions, and values have enriched our wonderful town; AND*

Whereas, *during the month of October, the Hindu community across the State of Florida and across our nation will collectively celebrate Hindu heritage; AND*

Whereas, *Hindu Heritage Month provides an opportunity to focus on Hindu cultures and its diverse spiritual traditions rooted in India.*

Now *therefore I, Shlomo Danzinger, Mayor of Surfside, do hereby proclaim the month of October 2022 to be recognized as:*

Hindu Heritage Month

*Signed by my hand at Surfside Town Hall
on this the 12th day of October 2022.*

*Shlomo Danzinger, Mayor
Town of Surfside*



TOWN MANAGER'S REPORT

OCTOBER 12, 2022

I. TOWN DEPARTMENTS

Building Department

A. The foundation permit for Eden Surfside, LLC, is ready to issue pending selection of a general contractor by the project owner(s). This project is a 205 room Kosher Hotel with ballroom and commercial kitchen located across from Town Hall and occupying the entire east half block from 93rd Street to 94th Street. All applicable conditions of the site plan approval have been satisfied. Other commercial construction activity includes preparations to demolish the existing Hillcrest and Regent Palace condominiums to make room for new modern condominium buildings. A recent site plan application to develop the south end of the block at 88th and Collins into stylish and modern townhouses. These significant commercial projects, including a new development in design to be located at 88th and Collins total over \$450,000,000.00 in combined construction value. When our brisk residential construction is added in, the total exceeds half a billion dollars of construction to be administered by the Building Department and constructed in the next two years.

B. Building Department Permit and Inspection numbers (as of September 30 business day) are as follows: Building Permits issued: 97; Inspections performed: 201.

C. The Building Department and IT Department are working together constructing the CSS (Customer Self Service) Online Portal. This Online Portal will provide for online permitting, inspection requests and plans review. This will greatly increase speed and efficiency of permits issued, raise the levels of service and greatly reduce lobby traffic which now takes up much of our staff's time. This reduction in lobby traffic is especially important during our lobby remodel.

D. GRM Document Storage and Scanning services, has begun the first digitization of building plans for the Town of Surfside. This is a monumental task which involves countless building plans going back to the early days of Surfside: Some of the plans are over 70 years old! This digitization work will make them available on the Town website via a link to the Cloud. This will be of great benefit to property owners, contractors and

public service providers who seek detailed information about existing buildings in the Town.

E. PLEASE PARDON OUR DUST!! The Building, Finance and Utilities Department, as contracted with RMB General Contractors, have begun the complete redesign, demolition, reconstruction and modernization of the front lobby offices. Starting with the construction of a new temporary wall in the lobby, the demolition of our old offices is now complete. We are now framing up and roughing in the new floor plan as of this writing. This is a new modern front lobby design that is open and welcoming, creating an important positive first impression to our customers. Since construction will limit lobby traffic, customers are strongly encouraged to apply for permits by email, as our building department forms are all available online in fillable format. Simply follow the "Please Pardon Our Dust" banner on our website or click on the QR code posted at the Town Lobby. We are getting closer to our goal which is to have our CSS portal up and running soon so that our customers have a more viable alternative of applying for a building permit or paying utility fees than in person. Ultimately, they will be served by permitting staff utilizing digital permitting technology from individual kiosks. Glass office partitions will provide an open, transparent environment to enhance communication and efficiency in the office environment.

Code Compliance Division

A. Code Compliance Cases: As of September 27, 2022, the total number of active, open cases being managed is 186. Of these cases, 84 cases are still under investigation and are working towards compliance; 12 cases are on-hold; 16 cases are in the Special Master hearing queue; 11 cases are in post-hearing status; 18 code cases have been issued liens and remain unpaid; 45 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis. The Code Compliance staff has conducted an approximate of 147 inspections from August 31st to September 27th.

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 September 27, 2022, 98 cases have paid/settle for a total monetary collection of \$95,201.54
- 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 from August 31st to September 27.

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

E. The Division presented 3 Code Compliance cases to the Special Master on September 9, 2022.

Community Services & Public Communications Department

A. Tourism and Communications has been preparing assets for the Stormwater Master Plan/Abbott Avenue drainage project. The Team shared a number of files with the engineering firm and has built a dedicated landing page within the Public Works portion of the website to consolidate all project-related information. Content and information on public outreach will be posted as it is received throughout the project's duration.

B. Tourism and Communications is currently working on a project which includes a series of visual improvements for the Town website. Aesthetic changes will be made in order to modernize the look and feel of the site which has remained largely unchanged for several years.

C. Tourism and Communications will continue to keep our community informed throughout the Town Hall renovation project. The Team is standing by for information on the Customer Self Service (CSS) Portal to inform our residents and provide them with instructions.

D. The Tourist Board is looking to expand programming and special events for the new fiscal year and is recommending a series of new events pitched at the October 3rd meeting that will be coming before the Town Commission. The new events will help market and promote the Town while inviting visitors and residents to enjoy a variety of entertaining, and uniquely-Surfside experiences.

E. The Tourist Board will be presenting a special edition 'Summer Sundays' beach party event on Sunday, October 23rd from 3 to 6 p.m. This is the first time the event is being held on a Sunday. The Friday editions held on August and September were very well attended with many residents calling for additional dates.

Tourism and Communications team will be working with Public Works to design a variety of new options for Town street signs following the direction given at the September 28 Special Town Commission Meeting. The design options will first be presented to the Tourist Board at the November 7 meeting.

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 members ratified the collective bargaining agreement. The agreement is scheduled to be ratified by the Town Commission during the special meeting scheduled for September 28, 2022.

B. Fraternal Order of Police (FOP): The first contract negotiation meeting with the FOP was held on July 20, 2022. The Town is currently reviewing and analyzing the financial impact of the FOP's request. A collective bargaining meeting will be scheduled once all data/cost is analyzed.

C. Evaluations: Non-FOP staff evaluations for fiscal year 2022 were completed by the applicable department director.

D. Salary Adjustments: Updated salaries for all Non-FOP staff members with a satisfactory evaluation, effective October 1, 2022.

E. Interviews: Conducted interviews for CDL and Heavy Equipment Operator, Communications Manager, Maintenance Worker II, Lifeguard, and Recreation Leader.

F. Background/Offer/Orientation: Prepared offer letters, conducted the background investigations, and initial employment orientations for new hires.

G. Workers Comp: Provided assistance to staff and FLC attorney regarding workers comp matter.

H. EEOC Complaints: Providing assistance to Florida League of Cities' Attorney who is responding to EEOC complaint filed by Malarie Dauginikas. In addition, we are waiting on the EEOC's response with regards to complaints filed by Mr. Victor May.

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

J. 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.

K. 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 & Recreation instructors/concession staff

Finance Department

Monthly Budget to Actual Summary as of August 31, 2022 – *Attachment "A"*

Parks and Recreation Department

A. Facilities/Hours of operation – Parks and Recreation continues 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. 7:00pm for month of October

B. Hawthorne Tot Lot update – Parks and Recreation Staff continue to have discussions on a weekly basis with representatives from Game Time Playgrounds regarding the progress of the Hawthorne Tot Lot renovation which will include a new playground surface, new playground structures, shade structures and outdoor exercise equipment. KCI technologies was on site on Monday, August 22nd and conducted the survey/site plan. The Town has received the site survey and will be discussing it with an arborist and Game Time to determine if there will be any impact on our trees when we install the new surfacing. We are schedule to meet with the Arborist on Thursday, September 29th, 2022. Once that's finalized, we will work with legal to start the process of piggy backing of the state contract. Our goal is to bring this item forward for commission approval in November. The design for the outdoor exercise equipment was present to the Parks and Recreation committee on Monday, July 18th and they were all very happy and excited with the design and progress of the project thus far.

C. After Care Program Update – We continue to meet with the YMCA on a weekly basis in an effort to restart our after-care program as soon as possible. At the moment, YMCA is reviewing our draft agreement. We are also working to identify a date to conduct a job fair at the community center in an effort to hire staff for the program. YMCA submitted the licensing exemption and received it. At the moment, the YMCA continues to have a difficult time meeting their staffing needs. Due to that, we believe a start date in the new year, is more realistic. Additionally, we are planning to use the YMCA for our Winter Camp program.

D. Programming – Fall Session I programming is underway and has been a success. Parks and Recreation is offering over 20 programs (48 sessions) for Youth, Adults and Seniors this upcoming fall season. Staff continues to look for ways to enhance programming and ensure we are meeting the needs of the community. Fall session II will kick off Monday November 7th.

E. Events – Our Halloween Spooky Spooktacular is scheduled to take place Saturday, October 29th at our 96th St Park at 6pm. The event will offer an entire haunted house, rides, giveaways and a number of other activities.

Additionally, staff is working with CASA Church to schedule beach cleanups in an effort to clean our dunes.

F. 96th St. Park Update – The 96th Street Park RFP has been re-advertised and will run for 45 days. This will be the step to start the selection of a construction company to begin the construction process. The RFP was released again on August 12, 2022. The RFP deadline has been extended 10 days and will not expire on Friday, October 21st.

G. Other Items – Staff continues to work with our legal team to draft the RFP for beach furniture service. We will be meeting Legal to discuss the RFP draft. Additionally, Public Work is finalizing the Tennis Center MEP services to include: Project construction cost and schedule, Project design schedule, and the Scope of service to include demolition of existing, construction documents and construction administration

Planning Department

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

Downtown Walkability and Design Study Update

Marlin Engineering presented the item at the September Commission meeting. It has been decided to move forward with Option 1. An implementation plan will be presented

to the Commission at its October meeting. Town staff also is seeking additional guidance on design recommendations.

Police Department

A. Police Department Statistics (September 1 – September 23, 2022)

- Traffic Citations – 243
- Parking Citations – 407
- Arrests – 0
- Dispatch Events – 948
- Incident/Crime Reports – 34

B. Enhanced Patrols for the High Holidays

The High Holiday services began on Sunday evening, September 25, 2022 and will conclude on October 18, 2022. Many of the holidays have driving restrictions which means a large number of pedestrians. The Police Department has increased police presence with assigned details for high visibility during the High Holidays in the areas of The Shul, Young Israel, Hechal Shalom Sephardic Congregation and Magen David Sephardic Congregation.

The enhanced patrols will be concentrated before and after services when congregants from the surrounding area and neighboring communities are walking to and from these locations. In addition, Bal Harbour and Bay Harbor Islands Police Departments will assign officers to further augment patrols in the area.

C. Donation from the Office of Commissioner Sally Heyman to Police Department

On September 19, 2022, the Office of Commissioner Sally Heyman graciously donated \$5,000.00 to the Surfside Police Department to care for our Station Dog Mike. The funds will be utilized in Fiscal Year 2023.

D. Police Events/Community Outreach

- The 19th Citizens Police Academy began September 7, 2022 and will conclude November 16, 2022 with a graduation ceremony. The classes in October will include:
 - October 6, 2022 – Marine Patrol with assistance from Bal Harbour, Bay Harbor Islands, Golden Beach, Indian Creek, North Bay Village and Sunny Isles Beach Police Departments along with the Surfside Axillary Marine Patrol Unit
 - October 12, 2022 – Driving Range at Miami-Dade College North Campus

- October 19, 2022 – Gun Safety Presentation from the Be Smart Organization/ Crime Scene Investigations from Dr. Sharon Plotkin
- October 26, 2022- Homicide Investigations from North Miami Beach Police Department/ SWAT Presentation from Sergeant Julio Torres
- The North Miami Beach Police Department is sponsoring its 13th Annual Domestic Violence Walk on October 1, 2022 from 8:00 a.m. to 2:00 p.m. This walk is held every year to raise awareness about Domestic Violence issues as well as to raise emergency relief funds for victims of Domestic Violence and their families. Officer Bobby Gabriel and Officer Micah Smith will be assigned to assist with traffic control during the event.
- The Surfside Police Department will host a community blood drive on October 9, 2022 and October 19, 2022 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The FLOW (Florida Licensing on Wheels) – October 11, 2022 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The Aventura Marketing Council is hosting their annual Salute to Law Enforcement breakfast meeting on October 25, 2022 at 7:30 a.m. at the Newport Beachside Hotel in Sunny Isles Beach. Members of the Command Staff will attend and represent the Surfside Police Department.
- The monthly Coffee with the Cops – October 27, 2022 at 10:00 a.m. at Starbucks.
- Surfside, Bal Harbour and Bay Harbor Islands Police Departments will host the Surf Bal Bay Community Night Out on October 27, 2022 from 6:00 p.m. to 8:00 p.m. in Bay Harbour Islands. Chief Rogelio Torres Jr., Captain John Healy, Captain Antonio Marciante, Sergeant Jay Matelis, Executive Assistant Dina Goldstein and Parking Enforcement Officer Josue Castro will participate in this event along with additional Surfside Police Officers.
- Surfside, Bay Harbor Islands, and Sunny Isles Beach Police Departments will host a Multi-Agency Collection Day (electronics recycling, Shred-a-Thon and DEA Drug Takeback) on October 29, 2022 at Bill Bird Marina (Haulover Park) from 10:00 a.m. to 1:00 p.m.
- The Police Department will contribute to the Parks and Recreation's Spooky Spectacular on October 29, 2022 from 6:00 p.m. to 9:00 p.m. at the 96th Street Park by giving out Halloween candy and traffic control. Officer Juan Duran, Officer Micah Smith and Executive Assistant Dina Goldstein will participate in the event.
- The healthcare professionals, law enforcement and frontline workers will be honored for their incredible sacrifices throughout the COVID-19 pandemic. Our local heroes will be honored at the inaugural Hometown Heroes Parade on October 30, 2022 hosted by Mayor Daniella Levine Cava and the Miami-Dade Board of County Commissioners. The parade will begin at 11:00 a.m. on Biscayne Boulevard from the Intercontinental Hotel and conclude at the FTX Arena's Parcel B.
- Surfside Police officers will be stationed throughout the residential neighborhood on Halloween, October 31, 2022 handing out candy to the trick-or-treaters.

II. COMMUNITY GARDEN UPDATE

Community Garden Update – *Attachment “C”*

III. SEE CLICK FIX REPORT

Requests filtered by request category that have been created
09/01/2022 - 09/30/2022

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Safety Concern)	1	0	
Code Compliance (Violation)	1	1	0
Drainage/Flooding (PW)	1	1	0.4
Other	4	4	2
Police (Safety Concern)	1	1	0.1
Street lights (PW)	1	0	
Beach Patrol	0	0	
Parking Issue	0	0	

IV. TOWN PROJECTS

96th Street Park

No proposals were received at the July submittal deadline, so a second Park Construction RFP was released on August 12, 2022. The revised RFP was more widely advertised and included some minor modifications to the contractor experience requirements. A pre-bid conference and site visit held on August 31 was well attended by potential contractors. The deadline for bidder questions is September 16 and Construction Proposals are due on October 13, 2022. The design team continues the permitting process, applying to the necessary regulatory agencies and responding to comments with revised drawings as necessary. Coordination with FPL for new electric service to the Park in underway as well.

Abbott Avenue Drainage Study

Progress Status Report – *Attachment “D”*


Stormwater Master Plan Update

Kimley Horn is performing data collection on the existing stormwater system in order to check Town data and input accurate data into the modeling. Additionally, a community outreach meeting for residents is being scheduled for the first week of November 2023. Kimley Horn is working on informational outreach content to provide to residents.

Undergrounding of Utilities

Current activity for the utility undergrounding project continues with existing condition survey, verification and locations of utility equipment as proposed by utility providers. Meetings were attended this month with FPL to address amended design related issues for placement of equipment and alternate phasing of installation. Design continues regarding the commercial alley corridor between Collins and Harding, including a detailed existing conditions survey identifying unknown improvements completed within the alley corridor which will also to be utilized in developing center on Rights of Way and easements which will likely required.

Respectfully submitted by:


Andrew E. Hyatt, Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2022
As of AUGUST 31, 2022
92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

October 12, 2022

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 16,438,819	\$24,830,508	66%
EXPENDITURES	20,278,286	\$24,830,508	82%
Net Change in Fund Balance	(3,839,467)		
Fund Balance-September 30, 2021 (Audited)	21,091,150		
Fund Balance-August 31, 2022 (Reserves)	<u>\$ 17,251,683</u>		
			A
			B
TOURIST RESORT FUND - 102			
REVENUE	\$ 5,201,853	\$4,845,294	107%
EXPENDITURES	2,777,314	\$4,845,294	57%
Net Change in Fund Balance	\$ 2,424,539		
Fund Balance-September 30, 2021 (Audited)	4,264,457		
Fund Balance-August 31, 2022 (Reserves)	<u>\$ 6,688,996</u>		
			C
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$79,534	0%
EXPENDITURES	47,234	\$79,534	59%
Net Change in Fund Balance	\$ (47,234)		
Fund Balance-September 30, 2021 (Audited)	221,034		
Fund Balance-August 31, 2022 (Reserves)	<u>\$ 173,800</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 254,002	\$523,649	49%
EXPENDITURES	483,144	\$523,649	92%
Net Change in Fund Balance	(229,142)		
Fund Balance-September 30, 2021 (Audited)	569,453		
Fund Balance-August 31, 2022 (Reserves)	<u>\$ 340,311</u>		
BUILDING FUND - 150			
REVENUE	\$ 2,195,662	\$1,756,131	125%
EXPENDITURES	1,553,412	\$1,756,131	88%
Net Change in Fund Balance	642,250		
Fund Balance-September 30, 2021 (Audited)	1,904,548		
Fund Balance-August 31, 2022 (Reserves)	<u>\$ 2,546,798</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 7,173,415	\$11,807,255	61%
EXPENDITURES	2,434,712	\$11,807,255	21%
Net Change in Fund Balance	4,738,703		
Fund Balance-September 30, 2021 (Audited)	5,894,823		
Fund Balance-August 31, 2022 (Reserves)	<u>\$ 10,633,526</u>		

NOTES:

- 1) Many revenues for August 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).
 - B. Includes \$7,704,488 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$9,547,195 is unassigned fund balance (reserves).
 - C. Includes \$720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,968,711 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 3,812,579	\$4,497,641	85%
EXPENDITURES	3,506,468	\$4,497,641	78%
Change in Net Position	306,111		
Unrestricted Net Position-September 30, 2021 (Audited)	(1,389,877)		
Unrestricted Net Position-August 31, 2022 (Reserves)	\$ (1,083,766)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 1,533,743	\$1,264,180	121%
EXPENDITURES	953,069	\$1,264,180	75%
Change in Net Position	580,674		
Unrestricted Net Position-September 30, 2021 (Audited)	1,657,883		
Unrestricted Net Position-August 31, 2022 (Reserves)	\$ 2,238,557		
SOLID WASTE FUND - 403			
REVENUE	\$ 1,621,847	\$1,811,003	90%
EXPENDITURES	1,529,042	\$1,811,003	84%
Change in Net Position	92,805		
Unrestricted Net Position-September 30, 2021 (Audited)	(271,836)		
Unrestricted Net Position-August 31, 2022 (Reserves)	\$ (179,031)		
STORMWATER FUND - 404			
REVENUE	\$ 806,518	\$1,557,284	52%
EXPENDITURES	1,261,039	\$1,557,284	81%
Change in Net Position	(454,521)		
Unrestricted Net Position-September 30, 2021 (Audited)	3,581,622		
Unrestricted Net Position-August 31, 2022 (Reserves)	\$ 3,127,101		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 749,332	\$808,044	93%
EXPENDITURES	724,141	\$808,044	90%
Change in Net Position	25,191		
Unrestricted Net Position-September 30, 2021 (Audited)	1,091,020		
Unrestricted Net Position-August 31, 2022 (Reserves)	\$ 1,116,211		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2018 - August 2022

FUND	9/30/2018	9/30/2019	9/30/2020	9/30/2021	8/31/2022	CAGR ^(a)
General	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 17,251,683	24.6%
Tourist Resort	356,313	1,640,525	2,109,658	4,264,457	6,688,996	128.7%
Police Forfeiture	159,527	105,725	168,289	221,034	173,800	11.5%
Transportation Surtax	263,292	328,377	442,856	569,453	340,311	29.3%
Building	2,760,673	2,563,517	1,991,388	1,904,548	2,546,798	-2.2%
Capital Projects	2,158,902	3,048,582	4,899,128	5,894,823	10,633,526	39.8%
Water & Sewer	(2,546,398)	(2,367,098)	(1,733,610)	(1,389,877)	(1,083,766)	-18.3%
Municipal Parking	943,315	1,198,948	1,293,993	1,657,883	2,238,557	20.7%
Solid Waste	601,201	641,636	219,615	(271,836)	(179,031)	-176.8%
Stormwater	3,203,878	3,200,132	3,205,050	3,581,622	3,127,101	3.8%
Fleet Management	-	585,363	825,468	1,091,020	1,116,211	N/A
Total	\$ 18,802,753	\$ 25,929,812	\$ 31,708,583	\$ 38,614,277	\$ 42,854,186	22.9%

(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.

Attachment "B"

Last updated on 9/22/2022

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 form Applicant.
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	Work is underway by Building Department to permit remainder of the building. Planning will be complete with it's review by 7/22/22.
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 - 8/23/22 P&Z - 8/25/22 TC - Tentatively set for 10/12/22							DRG agreed to send to Planning and Zoning Board. P & Z recommended approval to the Town Commission. Additional discussions are underway with the Applicant.
8/29/22 200 96th Street	Surf Harbor, LLC. Proposed 3 story Office Building with at grade parking garage.	DRG - TBD P&Z - TBD TC - TBD							Application, plans and check submitted for 3 story Office Building. Proposed plans require possible Land Use Plan Amendment and rezoning. Efforts underway to determine needed activities in order to process application.

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	
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 Sec. 90-33(3) 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		Has not applied for permit yet	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 8 Townhouse Units	DRG - September 27th 2022 P&Z - September 29, 2022 TC - to be scheduled	TBD	Proposing 8 units	Preliminary review comments were prepared at the request of the Applicant. Actual Site Plan submission for September 29th P & Z.				Site Plan Application received 4/27/22. Applicant requested preliminary review prior to proceeding to formal Site Plan Review. Zoom meeting with Applicant's development team and Town Staff was held on 7/7/22. Resubmission for 9/29/22 P & Z with DRG on 9/27/22.
10/1/2016, 5/6/21, 9/1/22 9116 Harding Ave	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021) and (2022)	DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2018, 6/21, 10/27/22 TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units		None	None		Prior Site Plan approval has expired/ Applying for new	Submitted plans on 9/1/22 and will be reviewed at the P&Z on 10/27/22 with a DRG TBD
8/29/22 200 96th Street	Application for new construction of a 3-story office bldg. including parking garage at grade and roof deck (15,790 SF of office space)	On-hold as office is not an allowable use under the Comp Plan							



MEMORANDUM

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2022
Subject: Community Garden Non-Profit Annual Renewal

Please note the Surfside Community Garden non-profit "Surfside Urban Gardeners" has met the following requirements to renew its annual agreement for the FY2023:

- 1) Remitted payment in the amount of \$12 (\$1 per month).
- 2) Proof of non-profit status.
- 3) Certificate of Liability Insurance.



September 27, 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 – September 27, 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. The following is a summary of the project progress for the month of September 2022.

- Geotechnical Report was finalized exploration on September 15, 2022.
- KEITH submitted to DERM Water Control Section for the Class II Permit (Confirmation No. UP22108796) on September 15, 2022.
- KEITH began communication with the Army Corps of Engineers for the requirements needed for a "No Permit Required Letter"
- MEP Electrical Plans are completed.
- FPL has been contacted and working on their design.
- FPL confirmed that will provide 277/480-volt 3 Phase Service for both stations.

KEITH & ASSOCIATES, INC.
Consulting Engineers

A handwritten signature in blue ink, appearing to read 'Carlos Morales', written over a light blue grid background.

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: October 3, 2022

SUBJECT: Office of the Town Attorney Report for October 12, 2022 Regular Commission Meeting

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:

September 7, 2022 – Surfside Briefing on County Ethics Ordinance and Citizens' Bill of Rights

September 12, 2022 – Tourist Board Meeting

September 13, 2022 – Special Town Commission Meeting

September 13, 2022 – Regular Town Commission Meeting

September 22, 2022 – Collective Bargaining Agreement with AFSCME

September 28, 2022 – Special Town Commission Meeting

September 29, 2022 – Planning and Zoning Board Meeting

October 3, 2022 – Tourist Board Meeting

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

Various members of the Firm have and continue to assist the Town with the response and emergency actions needed in the aftermath of the CTS Collapse, including public records and media requests, 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 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 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; Tourist Board purchases and agreements; Code enforcement and interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues, requirements and complaints; police matters and agreements, forfeiture, public records and complaints; 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 negotiations and approval with the AFSCME Florida Council 79 for Town civilian employees; EEOC

complaints, and employee complaints of discrimination; resident ethics complaints and inquiries; 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 96th Street Park; RFP Beach Furniture Services at Community Center; Zoning Code issues and ordinances; and 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 96th Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving 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 88th Street Corridor Multiway Stop Warrant Study
- Resolution Approving Pelican Harbor Donation
- Resolution Accepting a \$107,500 Community Development Block Grant – Mitigation Program (CDBG-MIT) from the Florida Department of Economic Opportunity (DEO) to Develop a Drainage Improvement Plan for the Town’s Stormwater System
- MOU and Resolution Approving the Memorandum of Understanding (MOU) Between the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands to Fund the Cost of a School Resource Officer for Ruth K. Broad K-8 Center School
- Resolution Approving the Final Design Development Plans for 96th Street Park Project Prepared by Savino & Miller Design Studio, P.A.
- Resolution Approving Employee Health Benefits Contracts for Fiscal Year 2021/2022
- Resolution Accepting an Allocation of \$2,830,324 in Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury Under the American Rescue Plan Act; Review of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement
- Ordinance Side Setbacks for H120 District
- Resolutions Approving Tentative Millage Rate and Budget for FY 2022 (1st Budget Hearing)
- Resolutions Approving Final Millage Rate and Budget for FY 2022 (2nd Budget Hearing)
- Resolution Authoring Expenditure of Funds to KCE Structural Engineers for Task 2 Engineering Analysis and Destructive Testing
- Resolution Approving Project Agreement with 300 Engineering Group, P.A. for Sanitation Sewer Evaluation Survey and Smoke Testing Services for the Town’s Sanitary Sewer System
- Resolution Approving a Federally Funded Subaward and Grant Agreement with Florida Department of Emergency Management (FDEM) for Public Assistance Grant Program Eligibility in Connection with Federal Emergency Management Agency (FEMA) Disaster Declaration No. 2560-EM-FL Relating Champlain Towers Building Collapse.
- Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
- Resolution Expressing Support for the Sister Bays Program and Urging Coastal Communities Throughout the County to Support the Program; Encouraging the Miami-Dade County Board of County Commissioners to Develop a Memorandum Of Understanding for The Sister Bays Program
- Resolution Approving a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of North Miami

- Resolution Approving Fiscal Year 2021/2022 Police Forfeiture Fund Expenditures
- Resolution Approving Budget Amendment No. 11 for Fiscal Year 2020/2021 Budget
- Resolution Approving Purchase of Services from Kofile Technologies, Inc. for Preservation. Archival and Digitization of Historical Town Documents
- Resolution Approving the Purchase of a Town Hall Fire Alarm System Upgrade from Sciens Building Solutions, LLC c/o Empire Fire Safety
- Resolution Urging the Florida Public Service Commission (PSC) to Reject Florida Power & Light's (FPL) Request for a Base Rate Increase and Rate Unification, and to Reject the Proposed \$25 Per Month Minimum Charge
- Resolution Approving Budget Amendment No. 1 for Fiscal Year 2022 Budget
- Resolution Approving the Renewal of Agreement with Thomson Reuters West Publishing Corporation for Clear Investigative Tool for Fiscal Years 2022-2024
- Resolution Calling for a Town Of Surfside Special Election to be Held on March 15, 2022 for 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 89th 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 96th Street Park Renovations
- Resolution Directing the Manager to Pursue the Closure of 88th 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-Permittees Named in the National Pollutant Discharge Elimination System Permit No.FIs000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- 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 24th "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
 - Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
 - Resolution Approval and Piggyback Agreement for Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to Miami-Dade County RFP No. 01488
 - Resolution Approving Employee Health Benefits Contract Renewal for FY 2023
 - Resolution Approving Budget Amendment No. 8 for FY 2022
 - Beach Furniture Ordinance
-
- Resolution Adopting a Proposed Millage Rate of 4.2000 Mills for the Fiscal Year 2023, Greater than the Rolled Back Rate of 3.7102 Mills Computed Pursuant to State Law by 13.20%
 - Resolution Adopting a Tentative Budget for the Fiscal Year Commencing October 1, 2022 and Ending September 30, 2023
 - Resolution Approving and Adopting Multi-Year Water and Sewer Rates and Service Charges Effective October 1, 2022 for Fiscal Years 2023 to 2026
 - Resolution Supporting the Designation and Renaming of State Road A1A/Collins Avenue Between 87th Terrace and 88th Street as “98 Points Of Light Way” to Honor and In Remembrance of the Victims of the Champlain Towers South Building Collapse
 - Resolution Approving an Agreement with SimpleView, LLC for Website Consulting, Development, and Hosting Services for the Redesign and Relaunch of the Town’s “Visit Surfside” Visitor Website
 - Resolution Supporting the Town’s Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project; Confirming the Town’s Ability to Fund and Support the Permitting, Design, Construction, and Monitoring of the Town’s Dune Restoration Project
 - Resolution Approving and Supporting the Submission of Grant Applications for Town’s Priority Projects Between October 1, 2022, and September 30, 2023, Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by the Town Commission
 - Resolution Approving an Agreement With Beach Raker, LLC for Beach Cleaning and Maintenance Services in an Amount not to Exceed \$171,000 Annually Utilizing the Terms and Conditions of Village of Key Biscayne Contract No.2021-11-29
 - Agreement with Beach Raker LLC for Beach Cleaning and Maintenance Services
 - Resolution Approving Budget Amendment No. 9 for the Fiscal Year 2022 Budget

- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste; Reimposing Solid Waste Service Assessments Against Assessed Residential Property for The Fiscal Year Beginning October 1, 2022
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-67 – “Emergency Power Generators” to Permit the Installation of Emergency Power Generators on the Rooftop of Residential Structures in the H30A and H30B Zoning Districts
- Resolution Providing for Ratification of the Collective Bargaining Agreement between AFSCME Florida Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO and the Town of Surfside in effect from October 1, 2022 through September 30, 2025
- Resolution Adopting the Final Millage Rate For the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Adopting A Final Budget for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Establishing A Sister City Relationship with the Region Of Shomron, Israel to Promote Educational, Informational, Cultural and Economic Exchanges

October 2022

- Resolution Approving A Utility Work By Highway Contractor Agreement with the State of Florida Department Of Transportation (FDOT) for Utility Valve Adjustments to Town-Owned Utility Facilities on State Road A1A in Connection with FDOT Project No. 443899
- Resolution Approving and Authorizing Expenditure of Funds to AT&T for Quotation Development and Engineering Preparation Charges required in connection with Preparation of Special Construction Estimates for the Utilities Undergrounding Project
- Resolution Approving Budget Amendment No. 1 for FY 2023 Budget
- Resolution Approving an Agreement with Atlantic Pipe Services, LLC For Pipe and Manhole Lining, Renewal, And Rehabilitation Services Utilizing the Terms and Conditions of the St. Johns County, Florida, Contract No. 21-Mcc-Atl-13188
- Resolution Approving an Agreement with GM Sports Tennis, LLC for the Town’s Youth Tennis Program
- Resolution Approving an Agreement with Alves Sports Group LLC for the Town’s Youth Soccer Program
- Resolution Approving the Purchase of Printing and Mailing Services for the Town Gazette
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Approving and Authorizing the Purchase of Four (4) 2022 Ford F-150 Vehicles from Walker Ford Co Inc. for the Town’s Public Works and Parks and Recreation Departments

- Resolution Approving and Authorizing the Purchase of Stormwater Pump Repair Services from the Florida Department of Transportation (FDOT) Approved Vendor Xylem Water Solutions USA, Inc.
- Resolution Approving the Appointment of Richard Gendler LLC as the Special Master for the Town and the Code Compliance Department
- Resolution Approving a Donation to the Pelican Harbor Seabird Station in Support and Sponsorship of Their Program
- Resolution Approving State Legislative Priorities for 2023

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 11th Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town's Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. On May 4, 2021, the Plaintiff filed its initial discovery requests, including "First Set of Interrogatories to Defendant" and "First Request for Production of Documents to Defendant", both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The 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. Following the Town's adoption of a revised beach furniture ordinance on September 13, 2022, the Plaintiff has agreed to dismiss the complaint.

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On September 18, 2019, the Town was served with a Complaint for Declaratory Judgment, Injunctive Relief, and Restitution in connection with the Town's implementation of its 1998 stormwater fee ordinance. The plaintiff contends that the method of calculating stormwater fees is not fair to condominium unit owners, who are charged 1.0 equivalent residential units ("ERU"), the same as a single family home. The Town moved for dismissal of the Complaint on March 12, 2020, which was denied. The Town then moved for summary judgment on October 27, 2020, which remains pending. The summary judgment motion 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 replied to the Town's response on July 15, 2022, as provided in the Court's order. The summary judgment motions are set for hearing on October 7, 2022.

Village of Indian Creek, Florida, Town of Surfside, Florida and Charles Burkett, Petitioners, v. Federal Aviation Administration and Stephen M. Dickson, in his official capacity as Administrator, Federal Aviation Administration, Respondents.

On December 14, 2020, Town, together with the Village of Indian Creek, filed a Petition for Review of Agency Order appealing the FAA's Finding of No Significant Impact and Record of Decision in connection with the proposed South-Central Florida Metroplex. The FAA announced that it 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 11th 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. On September 2, 2022, the 11th Circuit Court issued an Order denying the consolidated petition for review filed by the Town and neighboring municipalities, finding that the FAA engaged in an exhaustive study of the South-Central Florida Metroplex Project's impact on the environment and noise levels in the affected area, and it found no significant impact. The 11th Circuit Court also found that the FAA provided ample opportunity for the various stakeholders to learn about and comment on the Metroplex project, and complied with all procedural requirements. At the September 28, 2022 Special Meeting, the Town Commission directed no further appeals of the September 2, 2022 11th Circuit Order denying the consolidated petition for review.

Shannon Gallagher, Petitioner, vs. The Town Of Surfside and 9165 Surfside LLC, Respondents;

Case No. 2022-000028-AP-01 in the Circuit Court 11th 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 Amend Petition and Appendix. On August 26, 2022, the Court issued its order granting Petitioner Gallagher's Motion to File an Amended Petition for Certiorari and Amended Appendix. Pursuant to the Court's Order, Petitioner shall have ten (10) days from the date of the Order or by September 6, 2022 to file a corrected amended petition and appendix, which shall not include items or

arguments that are not included in the record below, and Respondents are directed to file an original of their responses to the amended petition for writ of certiorari with this Court within twenty (20) days of the date of filing of the amended petition and appendix and show cause why the amended petition should not be granted. Because Gallagher did not comply with the August 26, 2022 order, on September 12, 2022, the Town and Fort Point Capital jointly moved the Court for an order compelling Gallagher to file her corrected petition and appendix. On September 23, 2022, the Court issued an order granting the joint motion and directing Gallagher to file a corrected amended petition and appendix within 10 days, failing which, the parties shall proceed on the basis of the original petition and appendix. Gallagher's corrected amended petition and amended appendix is therefore due on October 3, 2022. The Town's response to the corrected amended petition, if filed on October 3, 2022, or to the original petition, is due on October 23, 2022.

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

Special Matters:

- Continued monitoring of new case law and legislation from Federal, State and County, challenging local home rule authority and analysis legislation adopted in the last and upcoming 2023 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include: 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 complaints, 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 Hawthorne tot lot upgrades; continued review and monitoring of all Development Orders and approvals; police matters and mutual aid and other agreements; various procurements and service or provider agreements for Town improvements, facilities and programs, including A/C Replacement at Community Center, Kayak/Paddle Board Launches, Bus Shelters ADA Compliant, Dune Resiliency and Beautification, Collins Avenue Water Main Design and Permitting, Stormwater Masterplan, Transportation Masterplan, Hadrpack Lighting, Commission Chambers Audio/Visual Upgrades, Tourist Board Programs and Events Vendors, Upgrades to Zoning Code Design Standards, and Town Website Update; implementation of undergrounding of utilities and engagement of

consultants to implement the utilities undergrounding project; continued assistance with implementation of AFSCME Florida Council 79 Union for Town civilian employees; implementation of construction contract for 96th 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 and AT&T agreements; beach furniture legislation; review and implementation of new legislation (SB 4D) affecting Condominiums; implementation of walkability initiatives and new traffic signage; dune restoration project and grant funding; and upcoming Charter review and process.
