

Town of Surfside Regular Town Commission Meeting AGENDA Tuesday, February 14, 2023 7:00 PM Commission Chambers - 9293 Harding Avenue Surfside, FI 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
 - 2A. 303 Surfside Boulevard Acting Town Manager Hector Gomez

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE. FLORIDA, APPROVING/DENYING A SITE PLAN APPLICATION TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED AT 9116 HARDING AVENUE SURFSIDE BOULEVARD, SURFSIDE, AND 303 FLORIDA, FOR Α MULTIFAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF UP TO 6 TOWNHOUSE DWELLING UNITS AND UP TO 14 PARKING SPACES: PROVIDING FOR CONDITIONS: PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Planning and Zoning Board Staff Review from 12.15.22 Site Plans and Application for 303 Surfside Blvd. Reso Approving Site Plan with Conditions.DOCX

2B. 9100 Collins Avenue - Market Hall - Acting Town Manager Hector Gomez

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/DENYING] A SITE PLAN AMENDMENT APPLICATION FOR PROPERTY GENERALLY LOCATED AT 9100 COLLINS AVENUE, SURFSIDE, FLORIDA, TO MODIFY THE DESIGN AND USES APPROVED FOR 9100 COLLINS AVENUE PURSUANT TO RESOLUTION NOS. 13-Z-06 AND 17-Z-2458; RETAINING ALL OTHER ASPECTS OF THE PREVIOUS APPROVALS; PROVIDING FOR ADDITIONAL CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment A - Staff Memo to Planning and Zoning Board 12.15.22 Attachment B - 9100 Collins Avenue Agenda Packet.pdf Resolution Site Plan.DOCX

3. Consent Agenda

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

- 3A. Approval of Minutes Sandra N. McCready, MMC, Town Clerk January 10, 2023 Special Town Commission Meeting Minutes.pdf January 10, 2023 Regular Town Commission Meeting Minutes.pdf January 31, 2023 Joint Town Commission and Planning and Zoning Board Meeting Minutes.pdf
- 3B. Parks and Recreation Special Event Vendor, Premier Bounce N Slide Party Rentals, LLC Contract and Expenditure Approval - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC FOR THE TOWN'S PARKS AND RECREATION SPECIAL EVENTS IN AN AMOUNT NOT TO EXCEED \$62,000 FOR FISCAL YEAR 2023; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Premier Bounce N Slide Agreement - Parks and Recreation Premier Bounce N Slide Party Rental.DOCX

3C. FY 2023 Budget Amendment Resolution No. 4 - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Budget Amendment No.4.DOCX Attachment A - FY2023 Budget Amendment No 4.pdf

3D. Approving a Multi Year Agreement for the Purchase of Public Records Request Management Software and Services from JustFOIA. - Sandra N. McCready, MMC, Town Clerk

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MULTI-YEAR AGREEMENT FOR THE PURCHASE OF PUBLIC RECORDS REQUEST MANAGEMENT SOFTWARE AND SERVICES FROM JUSTFOIA, INC. TO FACILITATE THE TOWN'S REVIEW AND COMPLETION OF PUBLIC RECORDS; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(j) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SOFTWARE AND SERVICES; PROVIDING FOR Agenda 4. Ordinances

Second Reading

4A1. Planning and Zoning Ordinance Change - Single Curb Cut width expansion on lots less than 100 feet in width - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90.61.1(c) OF ARTICLE V. – DESIGN STANDARDS OF CHAPTER 90 OF THE TOWN CODE OF ORDINANCES, TO MODIFY THE PERMITTED WIDTH OF CURB CUTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit A.DOCX Curb Specifications.pdf Ordinance Curb Cuts - 2nd Reading.DOCX

First Reading

4B1. Ordinance Amending Seawall Height - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 90-60 "CONSTRUCTION NEXT TO SEA WALLS" AND 90-63 "MISCELLANEOUS ELEVATIONS FOR SEA WALLS, AND GROINS" OF CHAPTER 90, "ZONING," OF THE TOWN CODE TO MODIFY THE MINIMUM ELEVATION OF SEA WALLS AND ESTABLISH OTHER CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment A: Zoning Code Sections on Seawall Heights.docx Attachment B: Regional Seawall Height Comparison Report by Nova Consulting Ordinance - Height of Sea Wall.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. Verge Aero Proposal for July 4, 2023 Drone Show Event - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH VERGE INC. FOR FOURTH OF JULY DRONE LIGHT SHOW SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(C) AND 3-13(17)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Drone Show for Fourth of July Event Exhibit A - Verge Aero Drone Quote.pdf Exhibit B - Agreement with Verge Aero - 4th of July

5B. Resolution in Support of HB 269 (2023) - Shlomo Danzinger, Mayor

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING HOUSE BILL 269 RELATING TO PUBLIC NUISANCES AND ENHANCED CRIMINAL PENALTIES FOR PERSONS WHO COMMIT CERTAIN VIOLATIONS WHILE EVIDENCING RELIGIOUS OR ETHNIC ANIMUS; URGING THE FLORIDA LEGISLATURE TO APPROVE HOUSE BILL 269; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. HB269.pdf

Resolution Supporting HB 269

- 6. Good and Welfare (Set for approximately 8:15 p.m.) *Public comments for subjects or items not on the agenda.*
- 7. Town Manager and Town Attorney Reports
 - 7A. Town Manager's Report Town Manager's Report - February 2023.pdf
 - **7B.** Town Attorney's Report Town Attorney Lillian Arango Town Attorney's Report.DOCX
- 8. Unfinished Business and New Business
- 9. Mayor, Commission and Staff Communications
 - **9A.** Town Manager Job Description Hector Gomez, Acting Town Manager Town Manager Job Description

10. Adjournment

Respectfully submitted,

Hector R. Gomez Acting Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH

Agenda Regular Town Commission Meeting Tuesday, February 14, 2023 DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

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

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

TWO OR MORE MEMBERS OF THE TOWN COMMISSION AND/OR TOWN BOARDS MAY ATTEND THIS MEETING.

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



MEMORANDUM

ITEM NO. 2A.

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

From: Acting Town Manager Hector Gomez

Date: February 14, 2023

Subject: 303 Surfside Boulevard

Staff finds the proposal complies with the Town's Comprehensive Plan in that the development is a residential use at a density consistent with the Future Land Use Plan and with the Zoning Code. The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation impacts can be accommodated with driveway access on Harding Avenue and exiting to Collins Avenue with an on-site loading zone. The Town's water main will need to be re-routed around the building per the Public Work's Department review. Development of the vacant parcel will have a favorable impact on the economy of the Town and the design of the building will be consistent with the community character of the Harding Avenue – Surfside Boulevard area.

It is recommended the Applicant's Site Plan package be approved by the Town Commission.

This application is a request to construct six (6) townhouses. The site is located at 9116 Harding Avenue and at 303 Surfside Boulevard in the H30C Zoning District. The property site includes 2 parcels located on 3 lots. The north parcel, 9116 Harding Avenue, includes Lot 6 and the north 39 feet of Lots 1 and 2 totaling 10,007 SF. The south parcel, 303 Surfside Boulevard, includes Lots 1 and 2 less the north 39 feet included in north parcel, totaling 6,717 SF. The combined site totals 16,724 SF and with aggregation and the 17 dwelling units per acre density provide for 6 dwelling units. Site and zoning characteristics are provided in Table 1 on the following page.

Street access will be via a 24-foot-wide driveway connection to Harding Avenue. Understory building parking is located off the Harding Avenue driveway. The six townhouses are limited to two stories. An architectural metal screen is mounted between the two buildings over the Harding Avenue driveway. Roof height and roof decks are consistent with the Town Code.

The landscape plan addresses compliance with the Town's 40% Florida Friendly requirements and exceeds those requirements. Pervious area requirements for H30C are 20% and more than 30% is provided in the site plan.

The Design Review Group (DRG) met on October 17, 2022 and agreed the application should be forwarded to the Planning and Zoning Board for review.

The Planning and Zoning Board (P&Z) met on December 15, 2022 and approved the application subject to the resolution of the following comments.

- Provide information on the enclosed floor area of the understory, level 1 and level 2 of each unit
- Verify the square footage of the enclosed understory does not exceed 90% of the level 1 enclosed floor space
- FDOT Access Connection Approval for Harding Avenue
- Provide Crown of Road elevation used for building height determination
- Architectural frame ornamental feature fronting Harding Avenue over the driveway needs Design Approval from the Planning and Zoning Board
- Front and secondary frontage wall and fence needs Design Approval from the Planning and Zoning Board
- Provide a landscaped screened dumpster or screened area for individual containers in the vicinity of the driveway and Harding Avenue in accordance to the Public Works Department
- Enclosed understory space will require flood venting on all rooms in accordance with the Florida Building Code (FBC)
- Enclosed bathroom in the understory space will require flood venting and appropriate valve connections per the FBC
- Provide table in landscape plan package which verifies compliance with 40% Florida Friendly species for trees and shrubs per the Town Code. The table native determinations should be based on University of Florida Extension Office "Florida Friendly" documentation.

These items have been addressed and found to meet the Town of Surfside Zoning Code with the exception of the FDOT Access Connection Approval for Harding Avenue. This approval will be sought prior to construction.

Applicant Submitted Package: The Applicant submitted the following items relative to the Site Plan Application: Letter of intent, Site Plan Application, Architectural Plan Set, Landscape Plan, Civil Engineering Plans, Surveys and Ground Level Lighting Plan.

Planning and Zoning Board Staff Review from 12.15.22

Site Plans and Application for 303 Surfside Blvd.

Reso Approving Site Plan with Conditions.DOCX



Town of Surfside, Florida Development Review

Memorandum

То:	Planning and Zoning Board
Thru:	Andrew Hyatt, Town Manager
Thru:	Judith Frankel, Town Planner
From:	Walter Keller, PE, AICP., Consultant Planner
	Marlin Engineering, Inc.
CC:	Jason Greene, Assistant Town Manager
	Lillian Arango, Town Attorney
	James McGuinness, Town Building Official
Date	December 7, 2022
RE:	303 Surfside Boulevard (9116 Harding Avenue) – Site Plan Approval

Staff Recommendation: Development review requirements for this type of project follow *Sec 90-20(2)(a)* of the Zoning Code which requires:

- The development, as proposed, conforms to the Comprehensive Plan and the Zoning Code
- The development, as proposed, will have a favorable or unfavorable impact on the environment and natural resources, including a consideration of the means and estimated cost necessary to minimize the adverse impacts, if any
- The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside
- The development, as proposed, will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities which have been constructed or planned and budgeted for construction in the area
- The development, as proposed, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, public streets, and roads, which have been planned and budgeted for construction in the area, and if the development is or will be accessible by private or public roads or streets
- The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency, there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation; and,
- In the event of redevelopment, the Applicant shall also submit a detailed plan for demolition.

Staff finds the proposal complies with the Town's Comprehensive Plan in that the development is a residential use at a density consistent with the Future Land Use Plan. Staff also finds that the proposal generally complies with the Zoning Code.



The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation impacts can be accommodated with driveway access on Harding Avenue and exiting to Collins Avenue with an on-site loading zone. The Town's water main will need to be re-routed around the building per the Public Work's Department review.

Development of the vacant parcel will have a favorable impact on the economy of the Town and the design of the building will be consistent with the community character of the Harding Avenue – Surfside Boulevard community.

It is recommended the Applicant's Site Plan package be recommended to the Town Commission for approval subject to the resolution of the following comments.

- Provide information on the enclosed floor area of the understory, level 1 and level 2 of each unit
- Verify the square footage of the enclosed understory does not exceed 90% of the level 1 enclosed floor space
- FDOT Access Connection Approval for Harding Avenue
- Provide Crown of Road elevation used for building height determination
- Architectural frame ornamental feature fronting Harding Avenue over the driveway needs Design Approval from the Planning and Zoning Board
- Front and secondary frontage wall and fence needs Design Approval from the Planning and Zoning Board
- Provide a landscaped screened dumpster or screened area for individual containers in the vicinity of the driveway and Harding Avenue in accordance to the Public Works Department
- Enclosed understory space will require flood venting on all rooms in accordance with the Florida Building Code (FBC)
- Enclosed bathroom in the understory space will require flood venting and appropriate valve connections per the FBC
- Provide table in landscape plan package which verifies compliance with 40% Florida Friendly species for trees and shrubs per the Town Code. The table native determinations should be based on University of Florida Extension Office "Florida Friendly" documentation
- Additional landscape comments are forthcoming.



Background: This application is a request to construct six (6) townhouses. The site is located at 9116 Harding Avenue and at 303 Surfside Boulevard in the H30C Zoning District. The property site includes 2 parcels located on 3 lots. The north parcel, 9116 Harding Avenue, includes Lot 6 and the north 39 feet of Lots 1 and 2 totaling 10,007 SF. The south parcel, 303 Surfside Boulevard, includes Lots 1 and 2 less the north 39 feet included in north parcel, totaling 6,717 SF. The combined site totals 16,724 SF and with aggregation and the 17 dwelling units per acre density provide for 6 dwelling units. Site and zoning characteristics are provided in Table 1 on the following page.

Street access will be via a 24 foot wide driveway connection to Harding Avenue. Understory building parking is located off the Harding Avenue driveway. The six townhouses are limited to two stories. An architectural metal screen is mounted between the two buildings over the Harding Avenue driveway. Roof height and roof decks are consistent with the Town Code.

A landscape review is being finalized. The landscape plan does not address compliance with the Town's 40% Florida Friendly requirements. Pervious area requirements for H30C are 20% and 33% is provided in the site plan.

The Design Review Group (DRG) met on October 17, 2022 and agreed the application should be forwarded to the Planning and Zoning Board for review.

Applicant Submitted Package: The Applicant submitted the following items relative to the Site Plan Application: Letter of intent, Site Plan Application, Architectural Plan Set, Landscape Plan, Civil Engineering Plans, Surveys and Ground Level Lighting Plan.

Note, this report may be updated prior to the Planning and Zoning Board meeting.

Please see accompanying Table:

Table 1 – 303 Surfside Blvd, LLC - Site Characteristics & Zoning Requirements



Table 1 – 303 Surfside Blvd, LLC - Site Characteristics & Zoning Requirements

Address	303 Surfside Boulevard (aka, 9116 Harding Avenue)			
General Location	W. side of Harding Ave, N. side of Surfside Boulevard			
Property Size	10,007 SF N. Lot and 6,717 SF S. Lot = 16,724 SF or 0.384 Acres			
Zoning District	H30C			
Adjacent Zoning Districts	H30B to the North; H40 to the East			
	H30C to the South; H30C to the We	est		
Future Land Use	Moderate Low Density Residential			
Units Permitted	(H30C) 17 Dwelling Units (DUs) pe	r Acre x 0.384 acres = 6.527 DUs		
	6.527 DUs x 85% = 5.55 = 6 DUs.			
Units Proposed	6 Townhouse DUs			
Unit Type & Floor Area	Townhouse units w/Understory, Flo	or Area 3,054 – 3,192 SF		
Required Parking Spaces	6 (4 BR DUs) x 2.25 Pkg Spaces =	14 Pkg Spaces Required		
Parking Spaces Provided	14 Pkg Spaces Provided (w/1 Outs	ide ADA Space & 1 Guest Space)		
Unit Sizes	Description	Proposed Floor Area		
Townhouse - A & D	4 BR, 4.5 B & 2 Car Garage	3,192 SF		
Townhouse - B & E	4 BR, 4.5 B & 2 Car Garage	3,054 SF		
Townhouse - C & F	4 BR, 4.5 B & 2 Car Garage	3,090 SF		
Pervious Area	20%	33% (5,540 SF)		
Building Height H30C	33 Feet (Max Ht w/Parapet)	33 Feet (w/Parapet Ht)		
Setbacks				
Front (Harding Ave)	20 Feet	20 Feet		
Secondary Frontage	10 Feet	10 Feet		
Interior Side	15 Feet	15 Feet		
Projections	Maximum	Proposed		
Ordinary Projections	24 Inches	24 Inches		
Unenclosed Balconies	5 Feet	5 Feet		
Unenclosed Balconies- Int. Side	2.5 Feet	N/A		
Architecture	Minimum Required	Proposed		
Greater than 15 Ft in Height	N/A	N/A		
Roof Material	Varies	Flat Roof		



DRB Meeting

Application / Plans Due

/ 20

/ 20

TOWN OF SURFSIDE MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION

A complete submittal includes all items on the "Multifamily and Non-Residential Site-Plan Application Submission Checklist" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

PROJECT INFORMATION					
OWNER'S NAME	303 Surfside Blvd., LLC				
PHONE / FAX / EMAIL	See Agent				
AGENT'S NAME	Graham Penn, Esq.				
ADDRESS PHONE /	200 S. Biscayne Blvd., Suite 300 Miami, FL 33131				
FAX	305 377 6222				
PROPERTY ADDRESS	303 Surfside Blvd. and 9116 Harding Ave.				
ZONING CATEGORY	H30C				
DESCRIPTION OF	Resubmittal of Application for New 6-unit Townhouse Development				
PROPOSED WORK					

INTERNAL USE ONLY			
Date Submitted	·····	Project Number	
Report Completed		Date	
Fee Paid	\$		
	-		

ZONING STANDARDS Plot Size	Required N	I/A		Provided 16,819	
Setbacks (F/R/S)	20'	10	10%'	20' 10' 10'-15'	
Lot Coverage	N/A			N/A	
Height	30'			30"	
Pervious Area	20%			20%	
Al Fernandez				8/31/22	
SIGNATURE OF OWNER	DA	TE	SIGN	NATURE OF AGENT DAT	ΓE
	Tow	n of Sur	fside – M u	atti-Remity and Non-Residential Site Plan Applica	ition

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TOWN OF SURFSIDE MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION PLANNING AND ZONING BOARD Rules and Procedures (June 2002)

The Planning and Zoning shall generally meet the last Thursday of each month at 6:00 p.m. at Town Hall in the Commission Chambers.

Plans and completed applications (including all supporting documentation) must be submitted to the Building Department at least 30 days prior to the Planning and Zoning Meeting with the applicable fees (example: \$200.00 for Plan Review for Zoning), at which time they will be considered. Incomplete plans and applications will not be processed.

The applicant or duly authorized agent (per ownership affidavit) must be present at the meeting. If there are no applications for consideration by the Planning and Zoning Board, the monthly meeting may be cancelled at the discretion of the Chair of the Board.

The following is required with each application:

1. An email address for contacting the owner and/or agent.

2. New construction for Single-Family and Two-Family homes should include addressing the landscape requirements noted in Section 90-61(1), (2) and (5) and Section 90-95 of the Town's Zoning Code.

3. Both 11 x 17 sets as well as the electronic version must be signed and sealed digitally. The electronic set must have as its first page(s) the completed application and then the plans follow.

4. All Single-Family and Two-Family Site Plan applications include the Public Notice requirements for sign posting on the property (10 days prior to the meeting date) and certified mail noticing per Section 90-19.6 of the Town's Zoning Code. Both proof of notice requirements include a picture of the posting on the property and copies of the proof of certified mail notices to be emailed to the Town Clerk's Office 10 days prior to the meeting date.

5. The applications that fall under the notice requirements are the following.

- a. Construction of new single-family homes.
- b. Partial demolition and rebuilding of at least 50 percent of the square footage of a single-family home where the exterior facade of the structure is affected.
- c. An addition of at least 50 percent of the square footage of the existing single-family home.

Please advise the name of the Representative who will attend the hearing on behalf of this application:

Graham Penn	8/31/22
NAME OF REPRESENTATIVE	DATE

Affidavit of Ownership

I, Alberto Fernandez am over the age of 21 and otherwise am *sui juris*, and being duly sworn, allege and state:

I am the Vice President of ANF Real Estate Group, Inc., which is the Manager of Surfside Development Group, LLC, which is the Manager of 303 Surfside Blvd., LLC.

303 Surfside Blvd., LLC (the "Owner") is the owner of the property identified by Miami Dade County Folio Numbers 14-2235-003-0010 and 14-2235-003-0020 (the "Property").

The Property is located at the northwest corner of the intersection of Surfside Boulevard and Harding Avenue within the Town of Surfside; specifically identified by the addresses 303 Surfside Blvd. and 9116 Harding Avenue.

The Owner is proposing to develop the Property with a new residential townhouse development.

FURTHER AFFIANT SAYETH NAUGHT.

DocuSigned by: al Fernandez

Alberto Fernandez Vice President of ANF Real Estate Group, Inc., which is the Manager of Surfside Development Group, LLC, which is the Manager of 303 Surfside Blvd., LLC

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

My commission expires

Notary Public, State of Florida





TOWN OF SURFSIDE SUBMISSION CHECKLIST MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION

Project Name 303 Surfside

Project Number

SUBMITTAL REQUIREMENTS FOR REVIEW:

- Completed "Multi-Family and Non-Residential Site Plan Application" form
- Application fee: <u>\$12,000</u> made out to "Town of Surfside"
- Ownership Affidavit
- Recent photographs of the subject property and all abutting, diagonal and fronting properties visible from the street (to be provided prior to Design Review Board Meeting)

FOR THE FOLLOWING PLEASE PROVIDE:

- <u>One (1) USB Flash Drive</u>, (must contain exactly what is being provided in the physical sets and physical sets cannot be signature protected or password protected). The site plans must be in PDF format.
- Provided prior to Design Review Board Meeting <u>Two (2) reduced sized sets</u> (11" x 17" sheets) of the complete design development drawings
- □ Site Plan (Minimum scale of 1" = 20').

Please show / provide the following:

- A legal description, including the section, township, and range or subdivision lot and block.
- Site boundaries clearly identified, and ties-to-section corners
- Proposed uses
- Location and height of all structures and total floor area with dimensions to lot lines, and designations of use
- Building separations
- Vehicular circulation system for cars, bicycles, and other required vehicle types, with indication of connection to public rights-of-way
- Location of all parking and loading areas
- All adjacent rights-of-way, with indication of ultimate right-of-way line, center line, width, paving width, existing median cuts and intersections, street light poles, and other utility facilities and easements
- Location of all cross streets and driveways within three hundred fifty (350) feet of property limits
- Pedestrian circulation system
- Provider of water and wastewater facilities
- Existing and proposed fire hydrant location
- The following computations:
 - Gross acreage
 - Net acreage

Cont.

Page 1 of 3

Town of Surfside – Submission Checklist – Multi-family and Non-Residential Site Plan Application



- Gross acreage covered by the property excluding road easements and rights-of-way, if any
- o Number of dwelling units and density for residential uses only
- Square footage of ground covered by buildings or structures and designation of use.
- Required number of parking spaces
- Number of parking spaces provided
- o Pervious, impervious and paved surface, in square footage and percentage
- Site Plan location sketch, including section, township, and range, showing adjacent property owners
- Geometry of all paved areas including centerlines, dimensions, radii, and elevations
- Location of trash and garbage disposal system and provisions for accessibility to garbage trucks
- Loading areas and provisions for accessibility to vehicles of the required type
- Areas for emergency vehicles and fire engines, and provisions for accessibility to vehicles of the required type
- D Number of sets required shall be determined by Town Staff.
- Other such information as required by the Town.
- Survey. A survey less than one (1) year old (including owner's affidavit that no changes have occurred since the date of the survey). The survey shall be prepared by a Florida registered land surveyor, certified as to meeting the requirements of the applicable Section of the Florida Administrative Code, reflecting existing natural features, such as topography, vegetation, existing paving, existing structures, and water bodies
- Landscape Plan and Irrigation Plan

Please show / provide the following:

- landscape calculations (required and provided)
- a existing tree survey with indication of existing native vegetation that will be preserved
- proposed and existing landscaping
- Lighting Plan
 - Please show / provide the following:
 - photometric measurements
 - Lighting details and spillage onto adjacent properties and rights-of-way

□ Sign Plan for all signs which will be on site

Please show / provide the following:

- Show dimensioned locations and mounting details of signs on building elevations and locations of signs on site plan
- Note colors, materials, lighting and dimensions
- Show dimensions and square footages (proposed and existing)
- Identify materials and colors background, trim/border, and copy
- Show fonts and graphics
- D Pavement markings and traffic signing plan
- Schematic water and sewer plan <u>Please show / provide the following:</u>

Location and size of all mains and lift stations

Page 2 of 3

Town of Surfside - Submission Checklist - Multi-family and Non-Residential Site Plan Application



Cont.

- Paving and drainage plans Please show / provide the following:
 - location of all drainage features and retention areas, if any
- Architectural Elevations (Minimum scale of 1/8" = 1') Please show / provide the following:
 - Separate elevations of all sides of existing and proposed buildings with all dimensions, including height.
 - Label exterior materials, color, texture and trim, roof material, Roof color and pitch, windows, doors, screens, skylights and all exposed mechanical equipment and screening
 - Provide color elevations, showing all material finishes, textures and landscaping for all elevations of the proposed building(s) and structure(s), which should include at a minimum:
 - o All exterior materials, colors and finishes, keyed to samples provided
 - o Roof slopes and materials including specifications and color
 - o Detail of doors, windows, garage doors
 - o Dimensions of structure(s) height, width, and length
 - o Deck, railing, stairs details including materials, colors, finishes, and decorative details
 - Exposed foundation treatment
 - Gutters and eaves
- Provide samples of colors and/or materials mounted on a display board (to be provided prior to Design Review Board Meeting)
- Such additional data, maps, plans, or statements as the Town may require to fully describe and evaluate the particular proposed plan



January 16, 2023



A-0	COVERS
A-1	SITE PL
A-2	LEVEL
A-3	LEVEL
A-4	LEVEL
A-5	ROOF P
A-6	EXTERI
A-7	BUILDI
A-8	RENDE
A-9	SITE LIC
A-10	LOCATI

ROBERT M. SWEDROE ARCHIT	ECTS - PLANNERS, AIA, PA.
ALL RIGHTS RESERVED	2022-2023

- TION PHOTOS

A-0

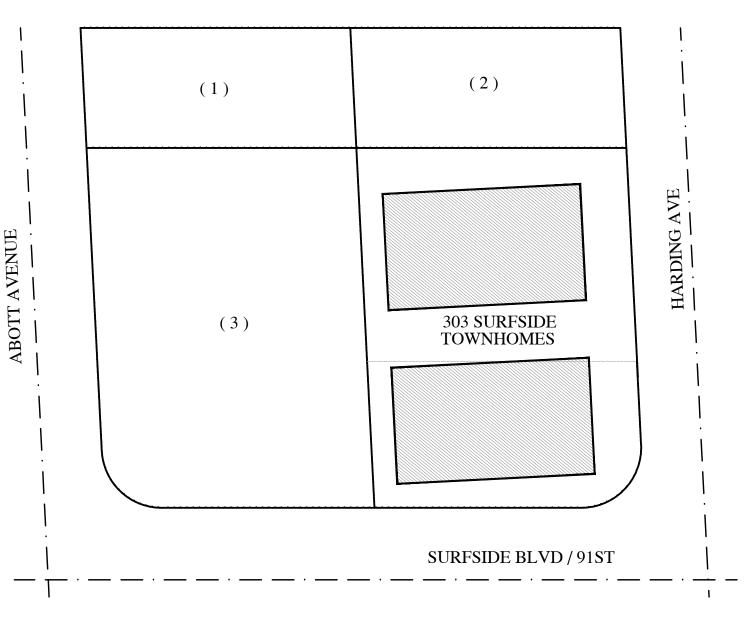
- **P-1 GROUND FLOOR SANITARY PLAN**



PROJECT LOCATION

RANGE: 42E TOWNSHIP: 52S SECTION: 35 BLOCK: 20

VICINITY MAP



LOCATION SKETCH

ADJACENT PROPERTY INFORMATION:

- 1) Folio: 14-2235-001-0760 Sub-Division: ALTOS DEL MAR NO 4 Property Address: 9125 ABOTT AVE Surfside, FL 33154-3125 Owner: TAVYA CHANG KIN KEE MARIO CHANG KIN KEE Mailing Address 9125 ABOTT AVENUE SURFSIDE, FL 33154 Primary Zone: 0800 SGL FAMILY -1701-1900 SQ Primary Land Use: 0101 RESIDENTIAL SINGLE FAMILY : 1 UNIT
- 2) Folio: 14-2235-001-0590 Sub-Division: ALTOS DEL MAR NO 4 Property Address: 9124 HARDING AVE Surfside, FL 33154-3125 Owner: SHLOMY DIAMONT SARA LIPSKAR ABRAHAM DIAMONT HELEN DIAMONT Mailing Address: 9124 HARDING AVENUE SURFSIDE, FL 33154 Primary Zone: 0800 SGL FAMILY -1701-1900 SQ Primary Land Use: 0101 RESIDENTIAL -SINGLE FAMILY : 1 UNIT

3) Folio: 14-2235-003-0030 Sub-Division: SEAWAY Property Address: 325 SURFSIDE BLVD, Surfside, FL 33154-3157 Owner: CARLOS M GUERRA TR ELSA F GUERRA TR Mailing Address: 7969 NW 2 ST # 306, MIAMI, FL 33126 Primary Zone: 3900 MULTI-FAMILY - 38-62 U/A Primary Land Use: 0303 MULTIFAMILY 10 UNITS PLUS MULTIFAMILY 3 OR MORE UNITS

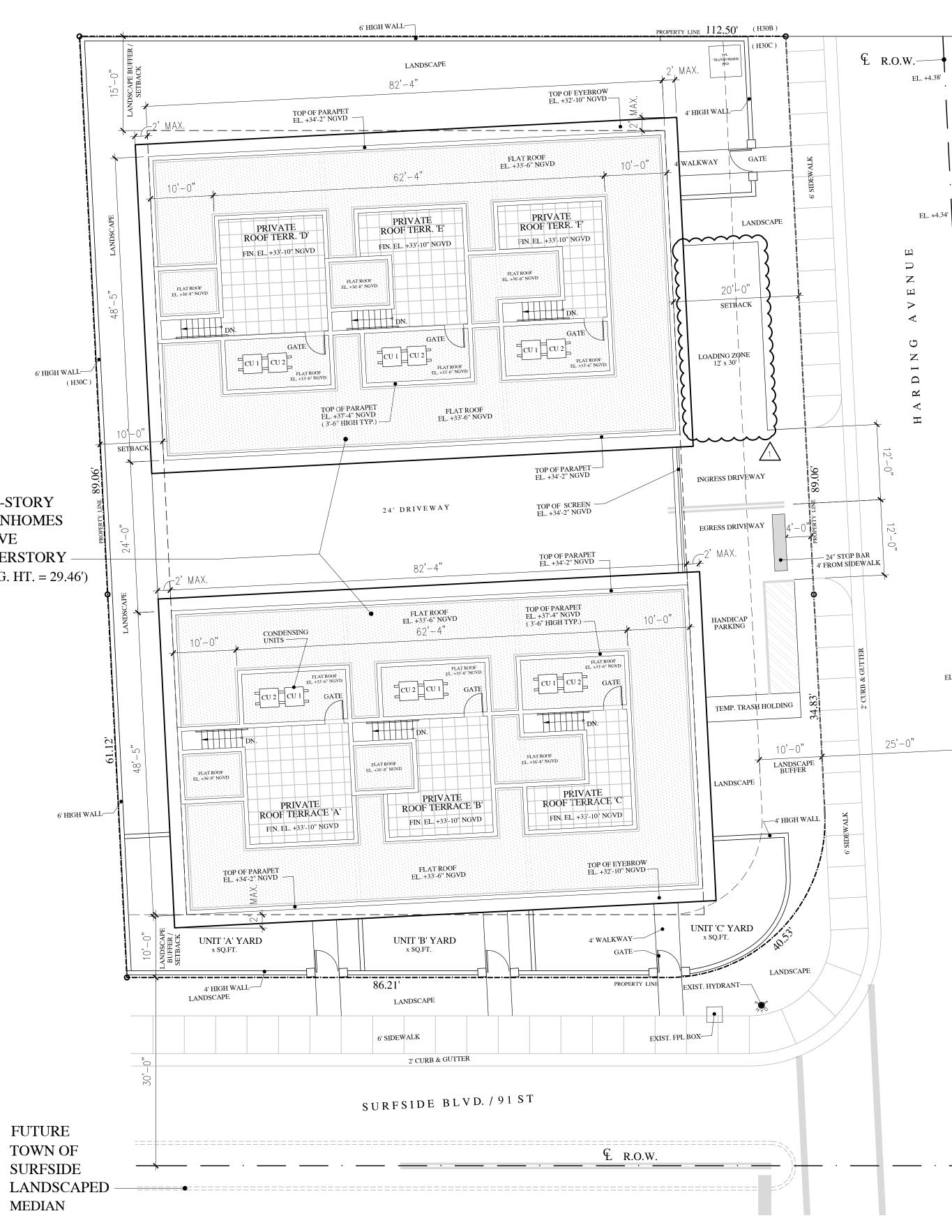
ABOVE UNDERSTORY (BLDG. HT. = 29.46')

TWO-STORY

TOWNHOMES

6' HIGH WALL-

FUTURE TOWN OF SURFSIDE MEDIAN



SITE PLAN

NORTH EL. +4.40'.

EL. +5.6'

SCALE: 3/32" = 1'-0"

DRG REVIEW COMMENTS	12-1-22	

ROOF AREA CALCULATIONS

1) AREAS BELOW MAX. BLDG. HEIGHT (EL.+34.37' NGVD):					
STAIRS FLAT ROOF CONDENSING UNITS PARAPET TERRACES	 @ EL. VARIES @ EL. +33'-6" @ EL. +33'-6" @ EL. +34'-2" @ EL. +33'-10" 				
TOTAL AREA BELOW MAX	. BLDG. HEIGHT	= 6,877 SQ.FT. (87 % OF AGGREGATE ROOF AREA)			
2) AREAS ABOVE MAX. BL	DG. HEIGHT PER S	EC.90-44.1:			
FLAT ROOF PARAPETS	@ EL. +36'-8" @ EL. + 37'-4"				
* TOTAL AREA ABOVE MA	X. BLDG. HEIGH	T = 1,038 SQ.FT. (13 % OF AGGREGATE ROOF AREA			
3) AGGREGATE ROOF AREA	4	= 7,915 SQ.FT. (100 %)			

LEGAL DESCRIPTION 1

THE NORTH 39' OF LOTS 1 & 2 AND ALL OF LOT 6, BLOCK C, OF: "SEAWAY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34 PAGE 69 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION 2

LOTS 1 AND 2, LESS THE NORTH 39' THEREOF, BLOCK C OF: "SEAWAY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34 PAGE 69 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PROPERTY ADDRESS - TOWNHOMES

9116 HARDING AVENUE & 303 SURFSIDE BOULEVARD SURFSIDE, FLORIDA 33154

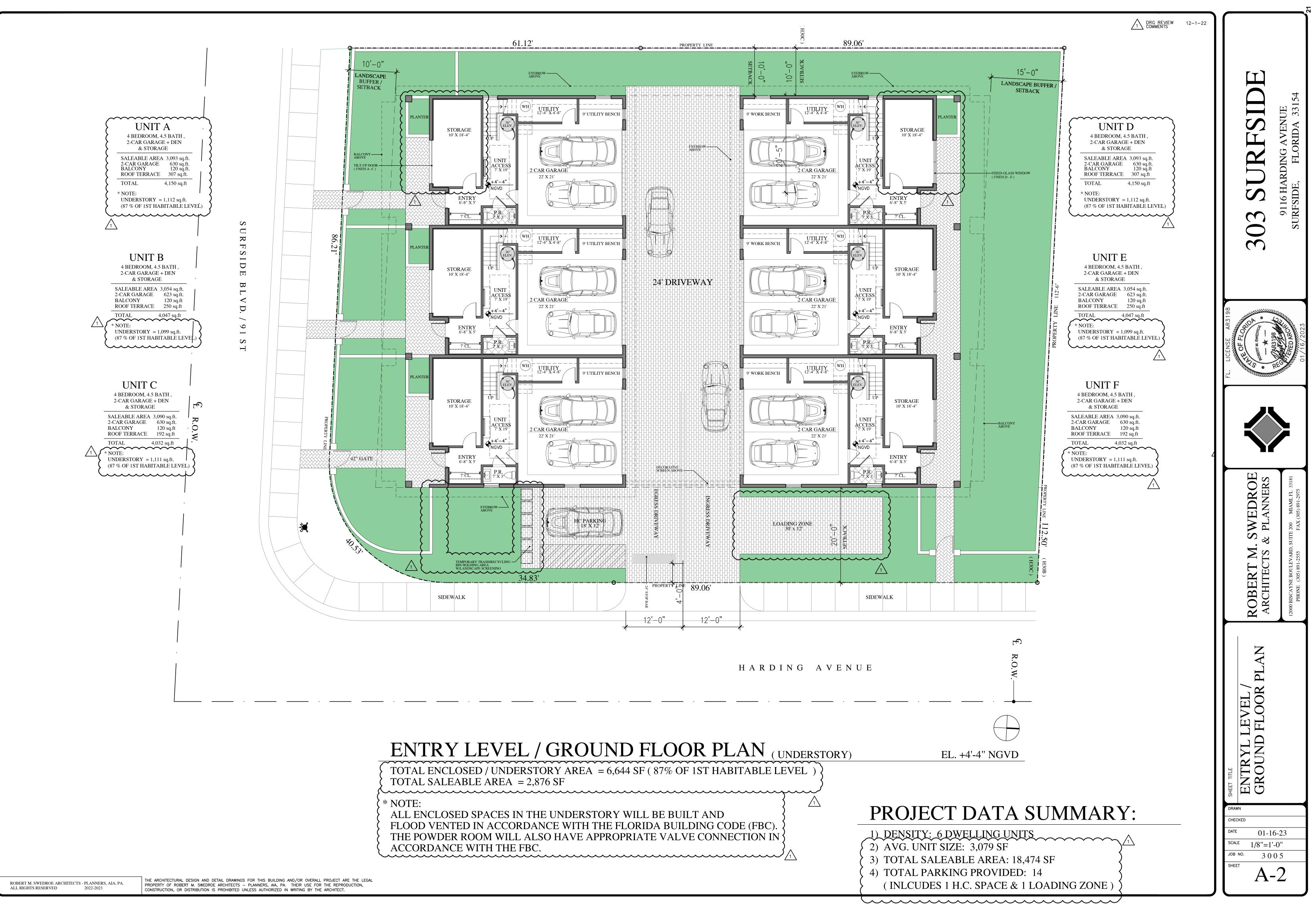
PROJECT DATA S	UMMARY	-
1) ZONING DISTRICT : H30	С	
2) GROSS ACREAGE: .57 A	ACRES (24,737	SQ.FT.)
3) NET ACREAGE: .38 ACR	RES (16,712 SQ.	FT.)
4) DENSITY: 6 DWELLING	UNITS	
5) LOT COVERAGE: 47 % ((7,915 SQ.FT.)	
6) TOTAL PARKING REQUIR	RED: 14 SPACE	ES
TOTAL PARKING PROV	VIDED: 14	
7) LOT PERVIOUS AREA :		
MINIMUM REQUIRED (* * * *	FT
PROVIDED : 5,149 SQ.FT	Г.	\mathbf{h}
8) TOTAL ENCLOSED FLOO	OR AREA: 22,24	46 SQ.FT. 〈
LEVEL G: 6,644 SQ.FT.		- }
<u>LEVEL 1: 7,624 SQ.FT.</u>		\sim
LEVEL 2: 7,978 SQ.FT.		
9) BUILDING HEIGHT: 29.4	6' (34.37' MAX.)	~ ~ ~ ~ ~ ~
*MEASURED FROM EL. +4.3		
10) BUILDING SETBACKS:	REOUIRED	PROVIDED
FRONT	20'-0"	20'-0"
REAR	10'-0"	10'-0"
SIDE 1 (NORTH)	15'-0"	15'-0"
SIDE 2 (SOUTH)	10'-0''	10'-0''

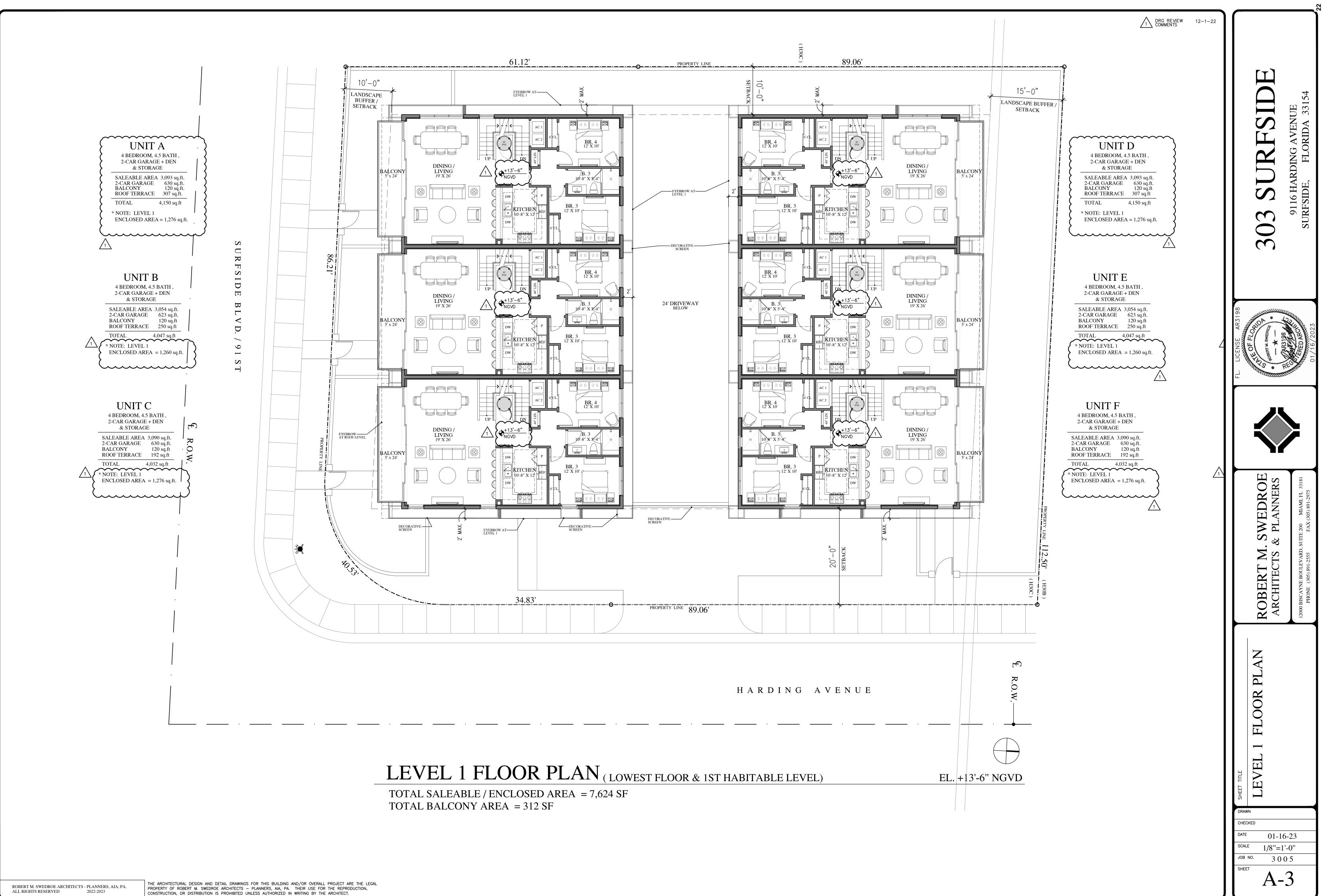
303 SURFSIDE	9116 HAKDING AVENUE SURFSIDE, FLORIDA 33154
FL. LICENSE AR3198	01/16/2023
ROBERT M. SWEDROE ARCHITECTS & PLANNERS	12000 BISCAYNE BOULEVARD, SUITE 200 MIAMI, FL 33181 PHONE (305) 891-2555 FAX (305) 891-2975
SITE PLAN & ROB PROJECT DATA	12000 BISCA PHON
DRAWN CHECKED DATE 01-16-2 SCALE JOB NO. 3005 SHEET A-1	

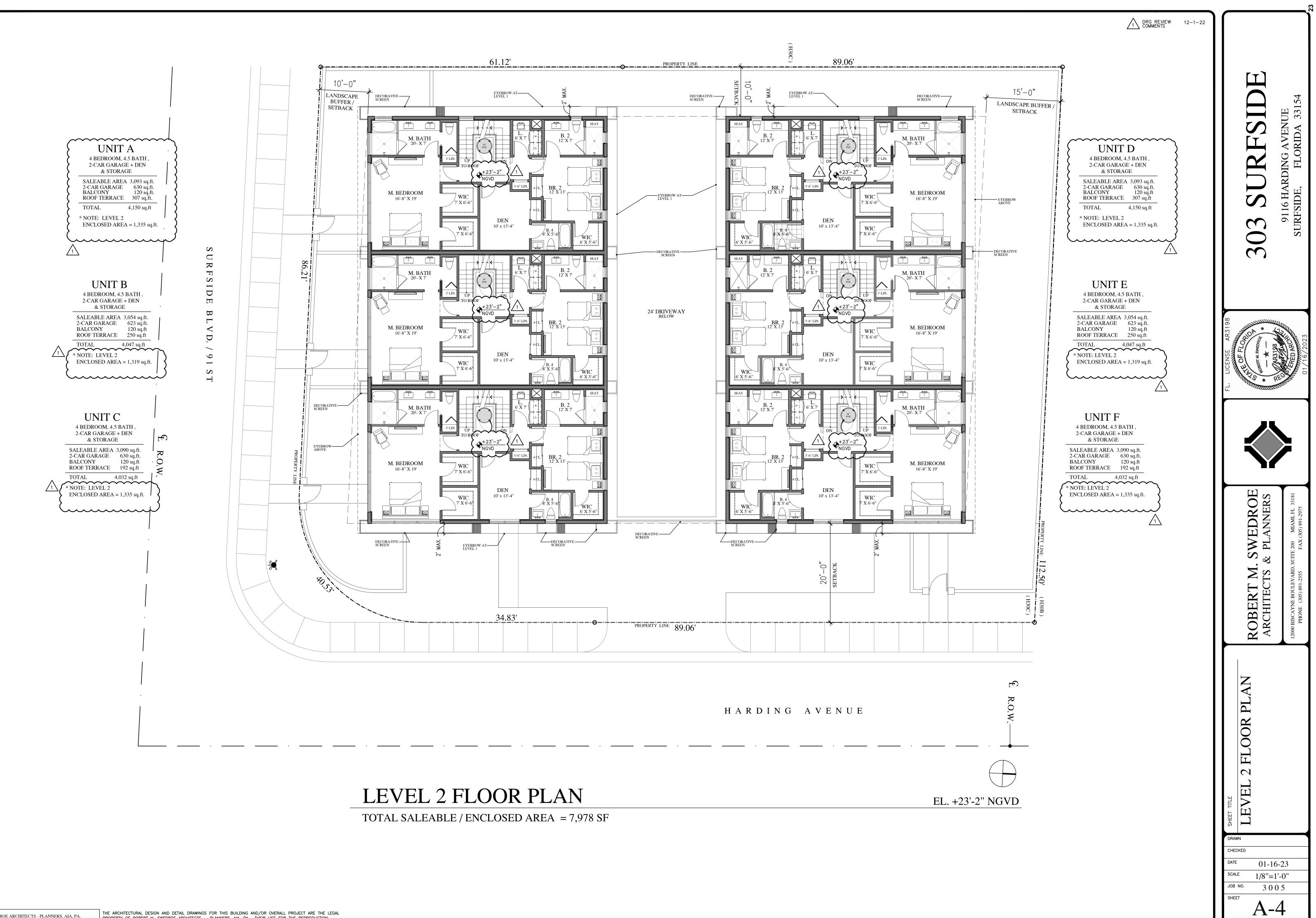
DRAWING NOTES:

- 1) FOR PAVING, GRADING, DRAINAGE, MARKINGS & SIGNAGE SEE SHEET C-1, C-2.
- 2) FOR WATER & SEWAGE PLAN SEE SHEET C-3
- 3) FOR LANDSCAPE PLAN SEE SHEET LA-1
- 4) FOR TREE SURVEY/ DISPOSITION PLAN SEE SHEET LA-4
- 5) FOR IRRIGATION PLANS SEE SHEET LA-3
- 6) FOR LIGHTING PLAN & PHOTOMETRICS SEE SHEET A-9 7) UTILITIES & CONNECTIONS TO BUILDING WILL BE LOCATED

UNDERGROUND AND/OR CONCEALED

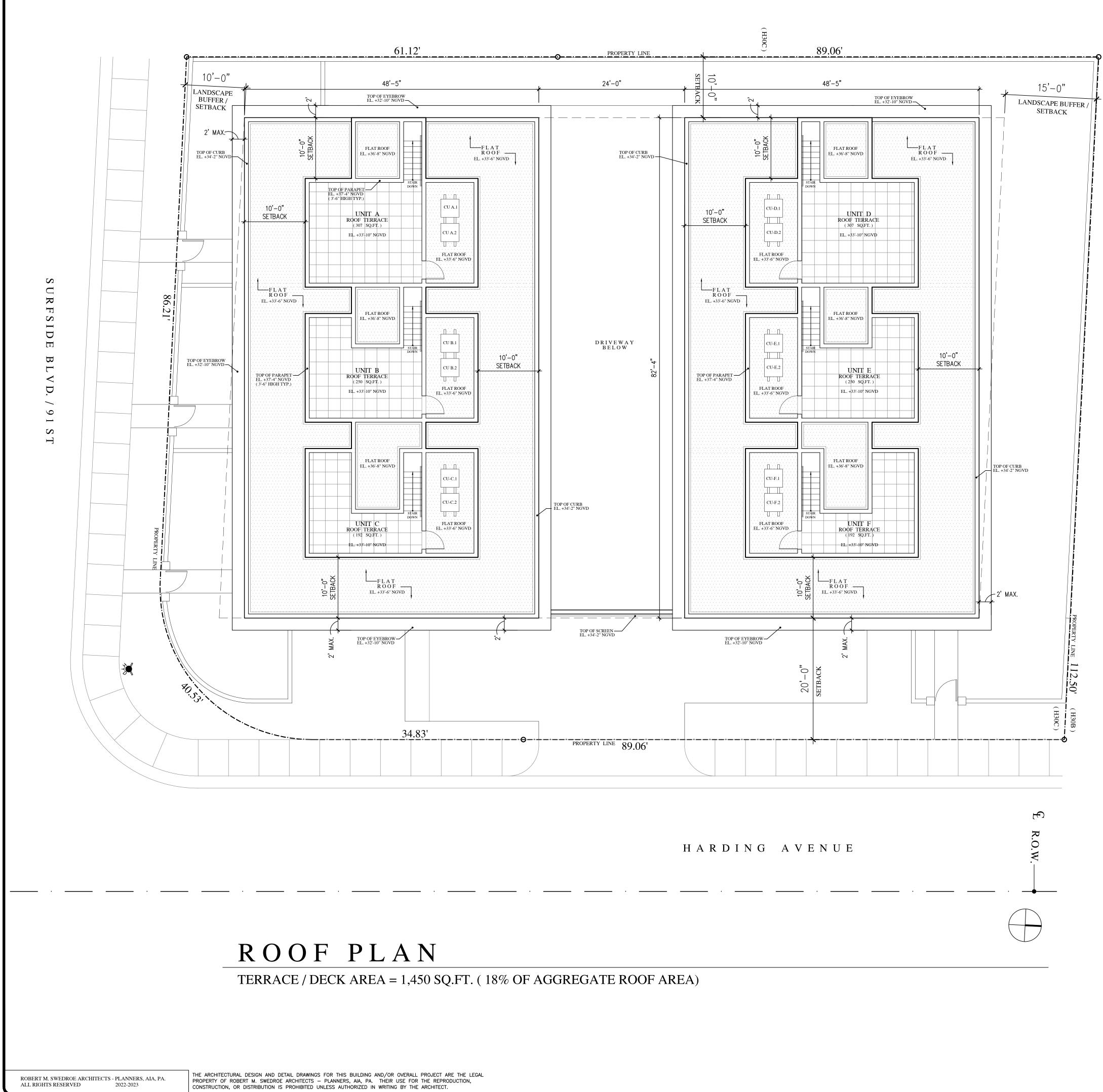




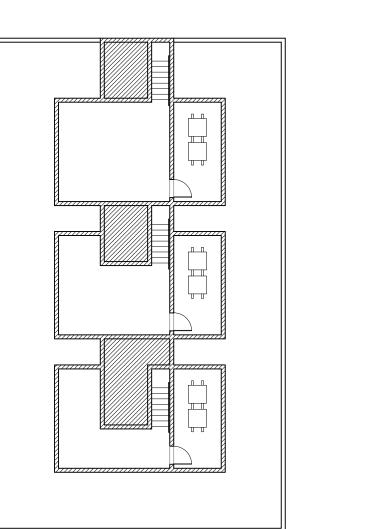


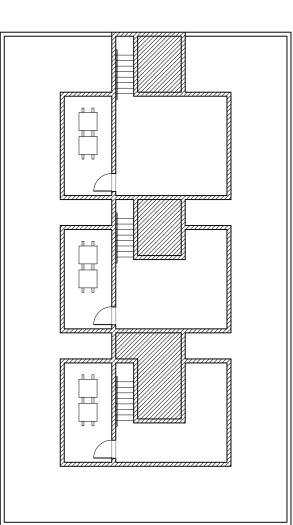
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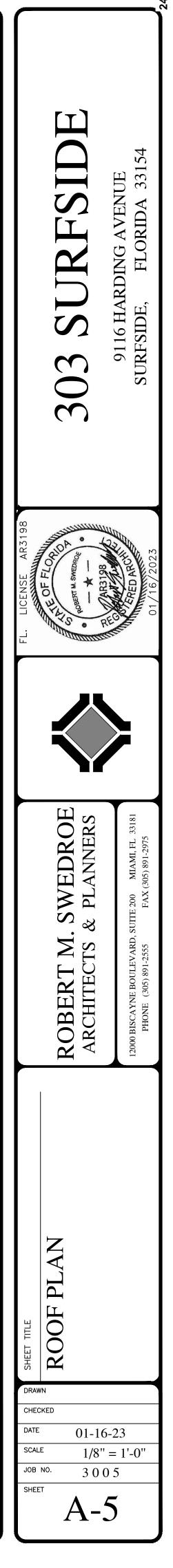


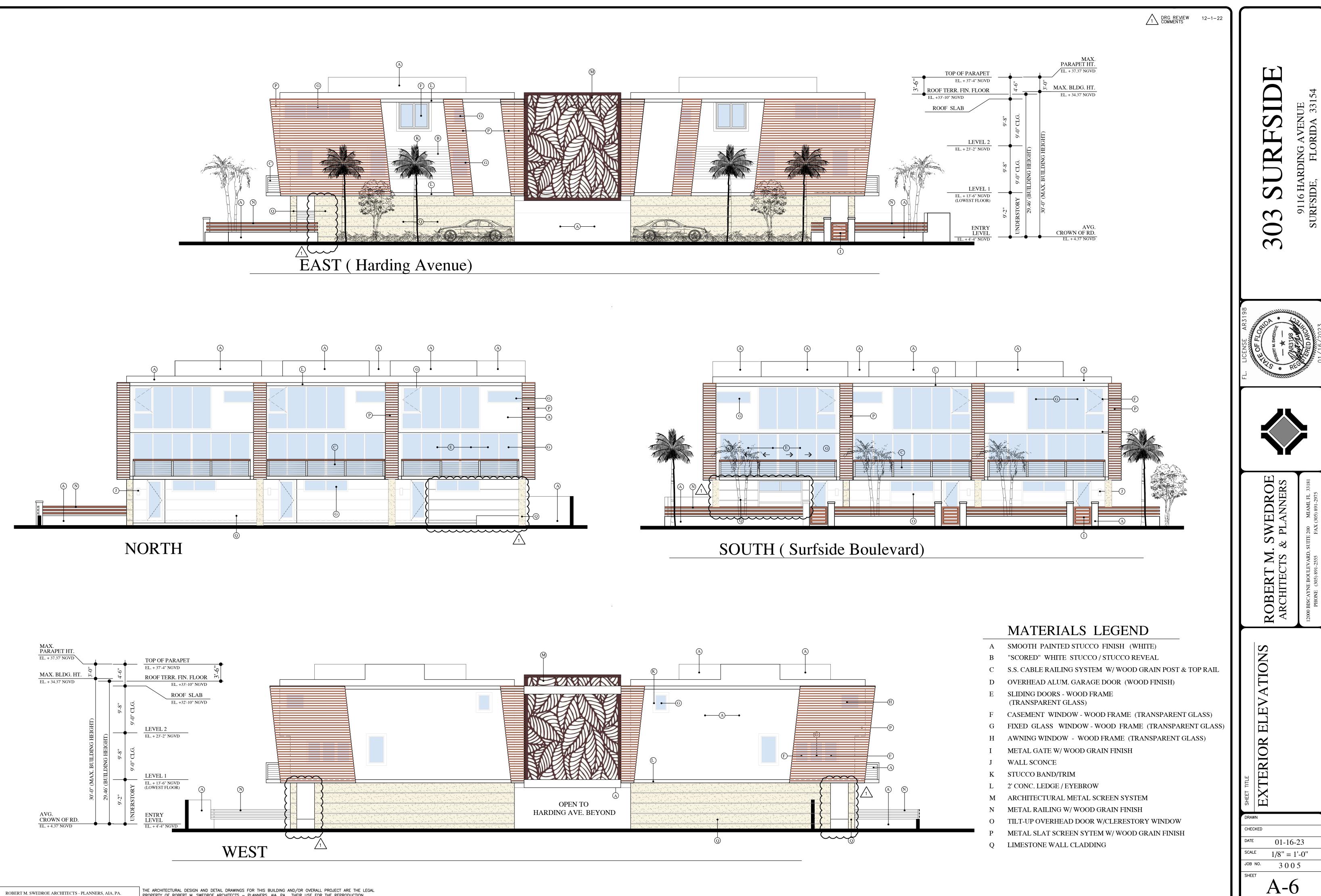
	ROOF AREA	CALCULATIONS
1) AREAS BELOW MAX. H	BLDG. HEIGHT (EL.+	34.37' NGVD):
STAIRS FLAT ROOF CONDENSING UNITS PARAPET TERRACES	 @ EL. VARIES @ EL. +33'-6" @ EL. +33'-6" @ EL. +34'-2" @ EL. +33'-10" 	= 4,139 SQ.FT. = 786 SQ.FT.
TOTAL AREA BELOW MA 2) AREAS ABOVE MAX. F		= 6,877 SQ.FT. (87 % OF AGGREGATE ROOF AREA) SEC.90-44.1:
FLAT ROOF PARAPETS	@ EL. +36'-8" @ EL. + 37'-4"	
* TOTAL AREA ABOVE N	MAX. BLDG. HEIGH	T = 1,038 SQ.FT. (13 % OF AGGREGATE ROOF AREA)
3) AGGREGATE ROOF AF	ЕA	= 7,915 SQ.FT. (100 %)





HATCH PATTERN INDICATES AREA ABOVE 30' MAXIMUM BUILDING HEIGHT.

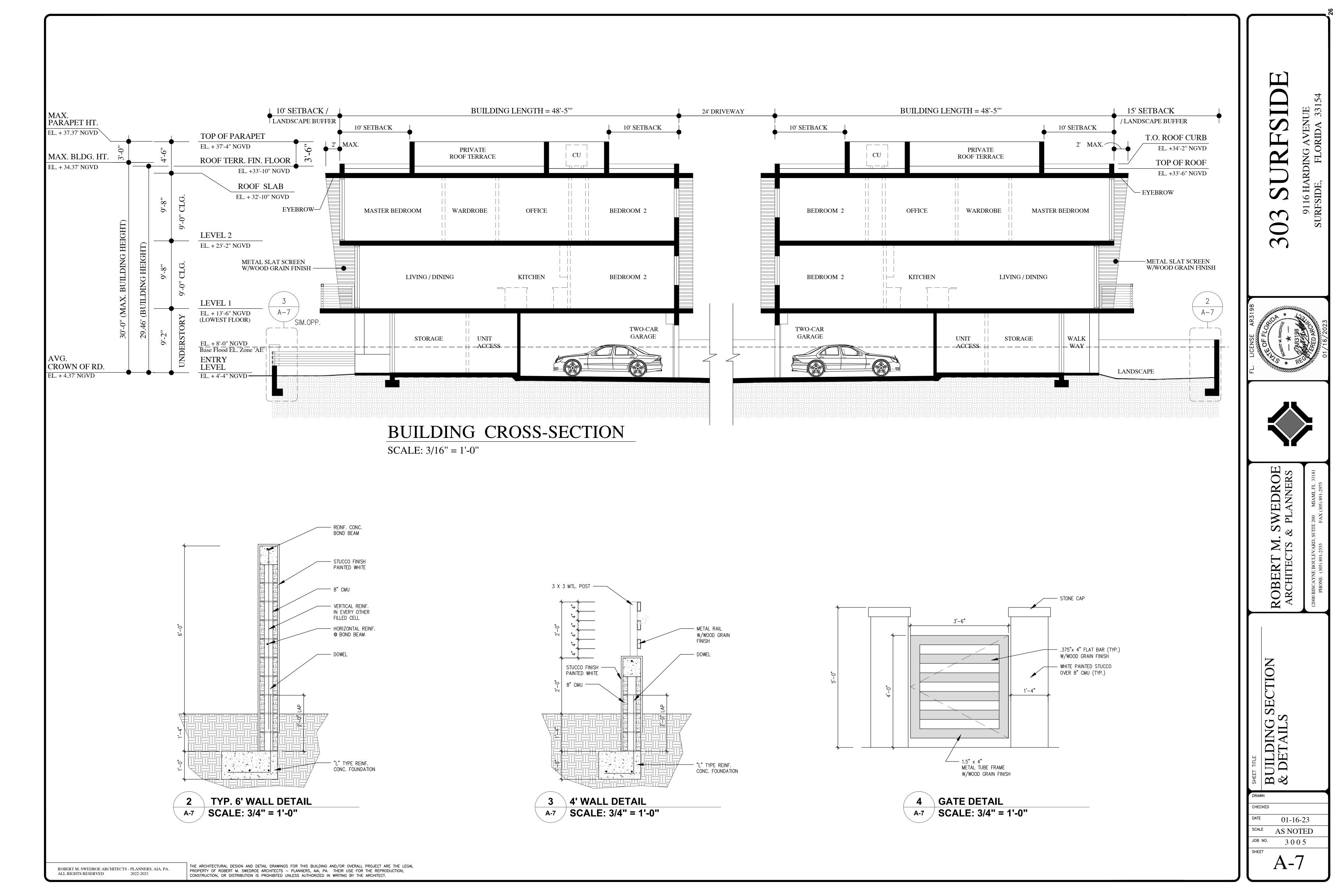




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	1/0 :
OB NO.	3 0
HEET	A-







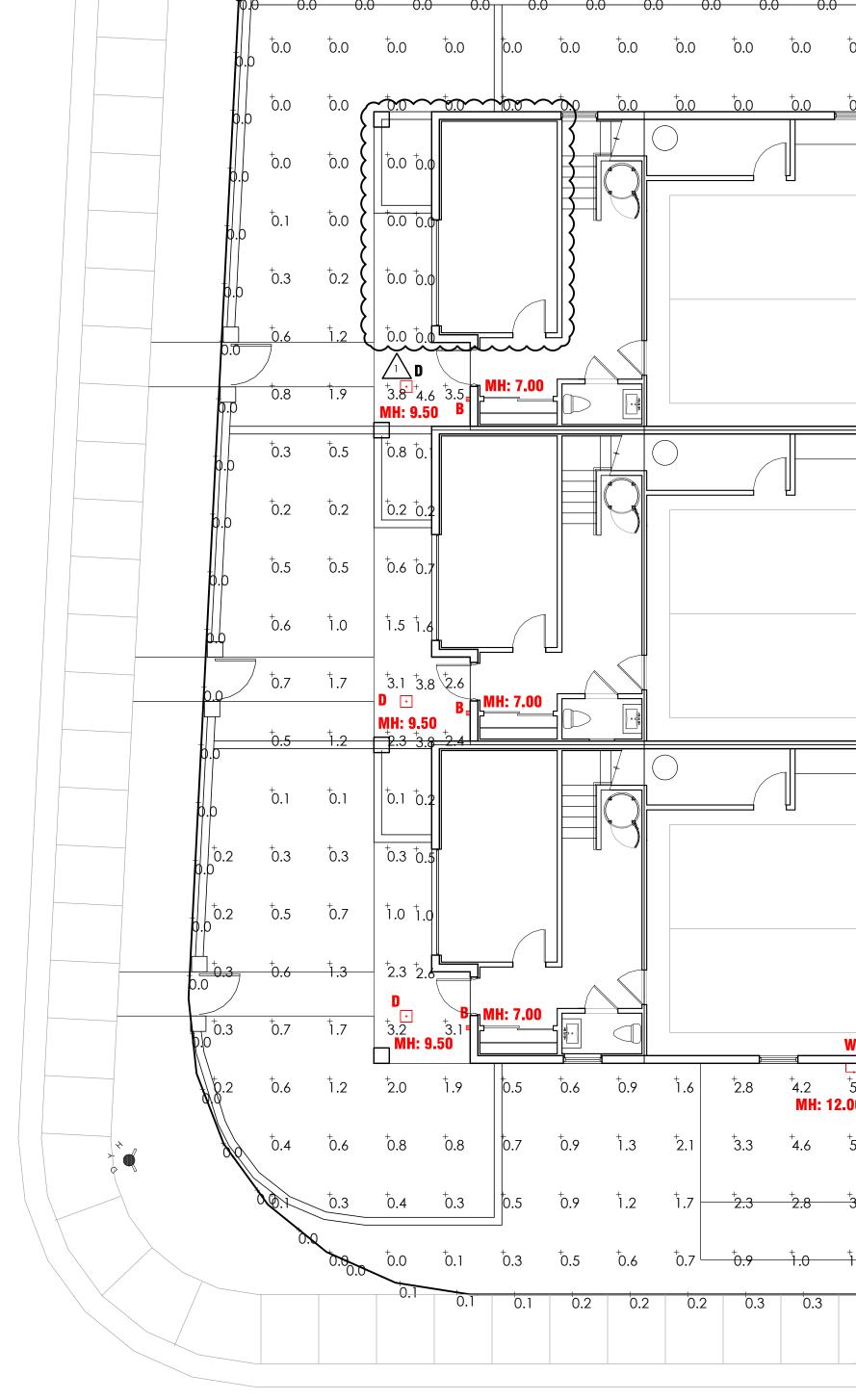
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NW VIEW FROM HARDING AVE.

	27
	FL. LICENSE AE3198 THE OF FLOW AND AND AND AND AND AND AND AND AND AND
& 91ST	
	ROBERT M. SWEDROE ARCHITECTS & PLANNERS 12000 BISCAYNE BOULEVARD, SUITE 200 MAMI, FL 33181 PHONE (305) 891-2555 FAX (305) 891-2975
	BLDBARNN CHECKED DATE 01-16-23
G AVE.	SCALE N.T.S. JOB NO. 3005 SHEET A-8

SITE LIGHTING PLAN & PHOTOMETRICS



Luminaire Schedu	uminaire Schedule						Calculation Summary						
Project: 303 SURF	Project: 303 SURFSIDE - SITE - REV 11 DEC 16 2022						Project: 303 SURFSIDE - SITE - REV 11 DEC 16 2022						
Symbol	Qty	Label	Description	LLD	Lum. Watts	Total Watts	Label	Avg	Max	Min	Avg/Min	Max/Min	
\rightarrow	6	В	SISTEMALUX S5027-UNV-14	0.900	6.5	39	PROPERTY LINE	0.06	0.5	0.0	N.A.	N.A.	
÷	6	D	SISTEMALUX S6990W-UNV-14	0.900	22	132	PARK & DRIVE	3.92	8.3	1.2	3.27	6.92	
	2	w	GARDCO 101L-16L-1200-NW-G1-3	0.900	64.6	129.2							
	2	W1	GARDCO 101L-16L-530-NW-G1-2	0.900	28	56							

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⁺ 0.0	⁺ 0.3	⁺ 0.7	⁺ 0.8	⁺ 0.8	⁺ 0.7	⁺ 0.4	⁺ 0.1	⁺ 0.0	⁺ 0.0	⁺ 0.0	⁺ 0.0	⁺ 0.0	⁺ 0.0	⁺ 0.0	⁺ 0.0 [−] 0.0				
0.0	0.4]	⁺ 0.9	[†] 1.0	1.0	⁺ 0.9	0.4	0.0		⁺ 0.0	⁺ 0.0	0.0		<u>++0.0</u>		₩ 1 1 1 1 1 1 1 1 1 1 1 1 1	⁺ 0.0	⁺ 0.0	⁺ 0.0	+ 0.0 ^{0.0}
		[†] 1.3	1.4	1.4	1.2									⁺ 0.0		⁺ 0.0	⁺ 0.0	⁺ 0.1	+0.0 ⁰ .0
		⁺ 2.1	⁺ 2.1	1.9	1.7									 		⁺ 0.0	⁺ 0.1	⁺ 0.1	+ 0.0
		⁺ 3.5	⁺ 3.2	⁺ 2.7	⁺ 2.2						}			[†] 0.0		⁺ 0.3	⁺ 0.3	⁺ 0.2	+ <mark>φ.</mark> φ.ο
		⁺ 5.7	⁺ 4.7	⁺ 3.6	⁺ 2.7						<pre>{</pre>					∑ 1.0	⁺ 0.5 2-1-22	⁺ 0.2	0.9.0
		⁺ 7.6	⁺ 5.9	⁺ 4.2	⁺ 3.0							MH: 7	7.00 F	D + 3.7 ↓ MH: 9.	₃ [†] 3.4 50	1.6	0.6	⁺ 0.3	+0.0 0.2
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		⁺ 7.7	⁺ 6.3	⁺ 4.7	⁺ 3.5									1.1	1.1	⁺ 0.8	⁺ 0.4	⁺ 0.3	8:2
		⁺ 6.7	⁺ 6.0	⁺ 4.8	⁺ 3.7									1.C) ⁺ 0.9	⁺ 0.7	⁺ 0.4	⁺ 0.3	0.0
		⁺ 6.7	⁺ 6.0	⁺ 4.8	⁺ 3.7									⁺ 1.9) ¹ .7	1.0	⁺ 0.5	⁺ 0.3	0 .0
		⁺ 7.6	⁺ 6.3	⁺ 4.7	⁺ 3.5							בן MH: ז	ا رر	2.8 ⁺ 3.8		[†] 1.5	⁺ 0.6	⁺ 0.3	0.0
	⊩]] <mark> □</mark> w	⁺ 8.2	⁺ 6.4	⁺ 4.5	⁺ 3.2									MH: 9. ⁺ ⁺ ⁺ ⁺ ⁺ ⁺ ⁺ ⁺		⁺ 1.5	⁺ 0.6	⁺ 0.3	0.0
	MH:	10.00 7.5	⁺ 5.9	⁺ 4.1	⁺ 2.9									1.5	; 1.5	⁺ 0.9	⁺ 0.5	⁺ 0.3	0.0
		⁺ 5.7	⁺ 4.8	⁺ 3.6	⁺ 2.7									0.9	o ⁺ 0.9	⁺ 0.6	⁺ 0.4	⁺ 0.3	0.0
		⁺ 3.5	⁺ 3.2	⁺ 2.7	⁺ 2.2									1.2	2 1.1	⁺ 0.8	⁺ 0.4	⁺ 0.3	0.0
		⁺ 2.1	⁺ 2.1	1.9	1.7						\geq				₃ ⁺ 2.3	1.2	⁺ 0.6	⁺ 0.3	0.0
W1		1.6	1.7	1.7	[†] 1.4		/1					MH: 7	7.00 B	3.2 MH: 9.50	⁺ 3.1	[†] 1.5	⁺ 0.6	⁺ 0.3	0.0
5.1 2.00	⁺ 4.9	⁺ 4.5	⁺ 3.8	⁺ 3.9	⁺ 4.7		.⊣ <u>-</u> 5.0 12.00	⁺ 3.9	2.5	1.3	+ 0.8	- - - - - - - - - - - - - - 	⁺ 0.6	⁺ 2.0	⁺ 2.0	1.1	⁺ 0.5	⁺ 0.2	.0
⁺ 5.4	⁺ 5.3	⁺ 4.9	⁺ 4.3	⁺ 4.4	⁺ 5.0	⁺ 5.6	⁺ 5.5	⁺ 4.5	⁺ 3.2	⁺ 2.0	1.3	⁺ 0.8	⁺ 0.6	⁺ 0.8	⁺ 0.8	⁺ 0.6	⁺ 0.3	⁺0.2 [†] 0.	0
3.1		⁺ 3.6	⁺ 3.4	⁺ 3.5	⁺ 3.6	⁺ 3.5	⁺ 3.2	⁺ 2.8	⁺ 2.3	1.7	1.2	⁺ 0.8	⁺ 0.6	+0.4	⁺ 0.4	⁺ 0.3	⁺ 0.2	⁺ 0.1)
1.1	1.3	[†] 1.5	[†] 1.5	⁺ 1.6	⁺ 1.5	1.3	1.2	[†] 1.0	⁺ 0.9	⁺ 0.8	⁺ 0.6	⁺ 0.5	⁺ 0.3	¹² 0. 1 2	⁺ 0.0	⁺ 0.0	⁺ 0.0	⁺0.0 ^{0.0})
0.3	0.4	0.5	0.5	0.5	0.5	0.4	0.4	0.3	0.3	0.2	0.2 SIDEW	0.1 Valk	0.1	0.1	0.0	0.0	0.0	0.0	
							_1			I	I								



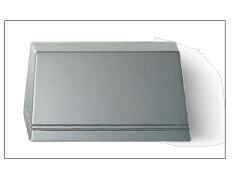
DRG REVIEW 12-1-22



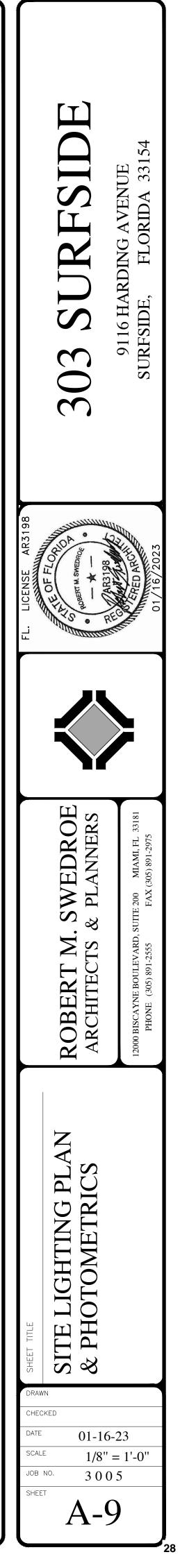
В



D



W (W1 SIMILAR)





1. SUBJECT PROPERTY



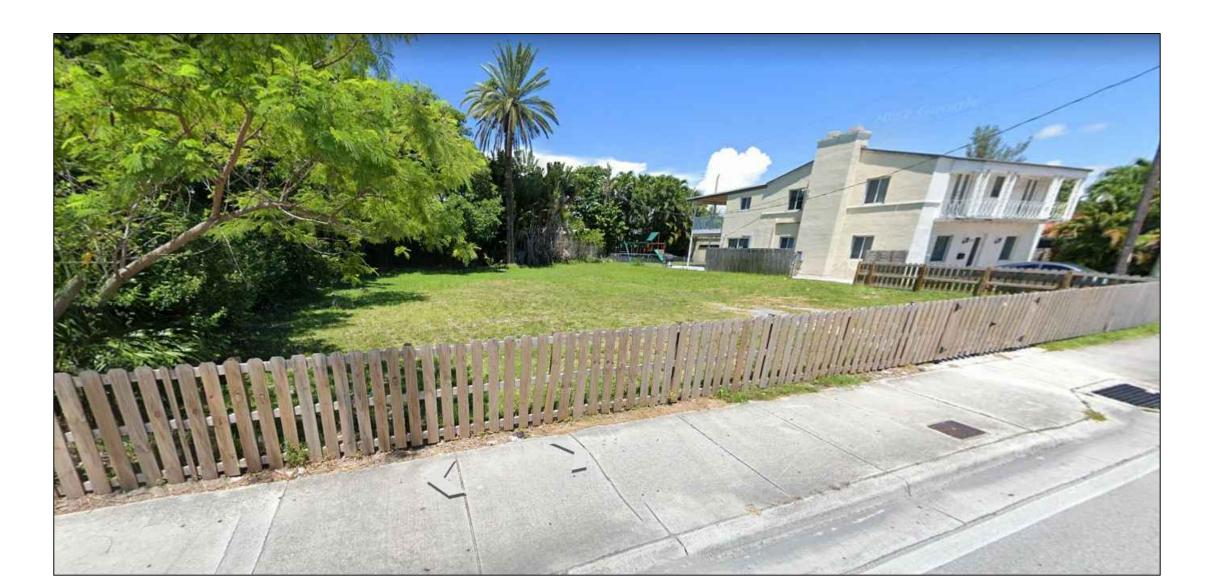
3. NE DIAGONAL FRONTING PROPERTY



6. SOUTH FRONTING PROPERTY

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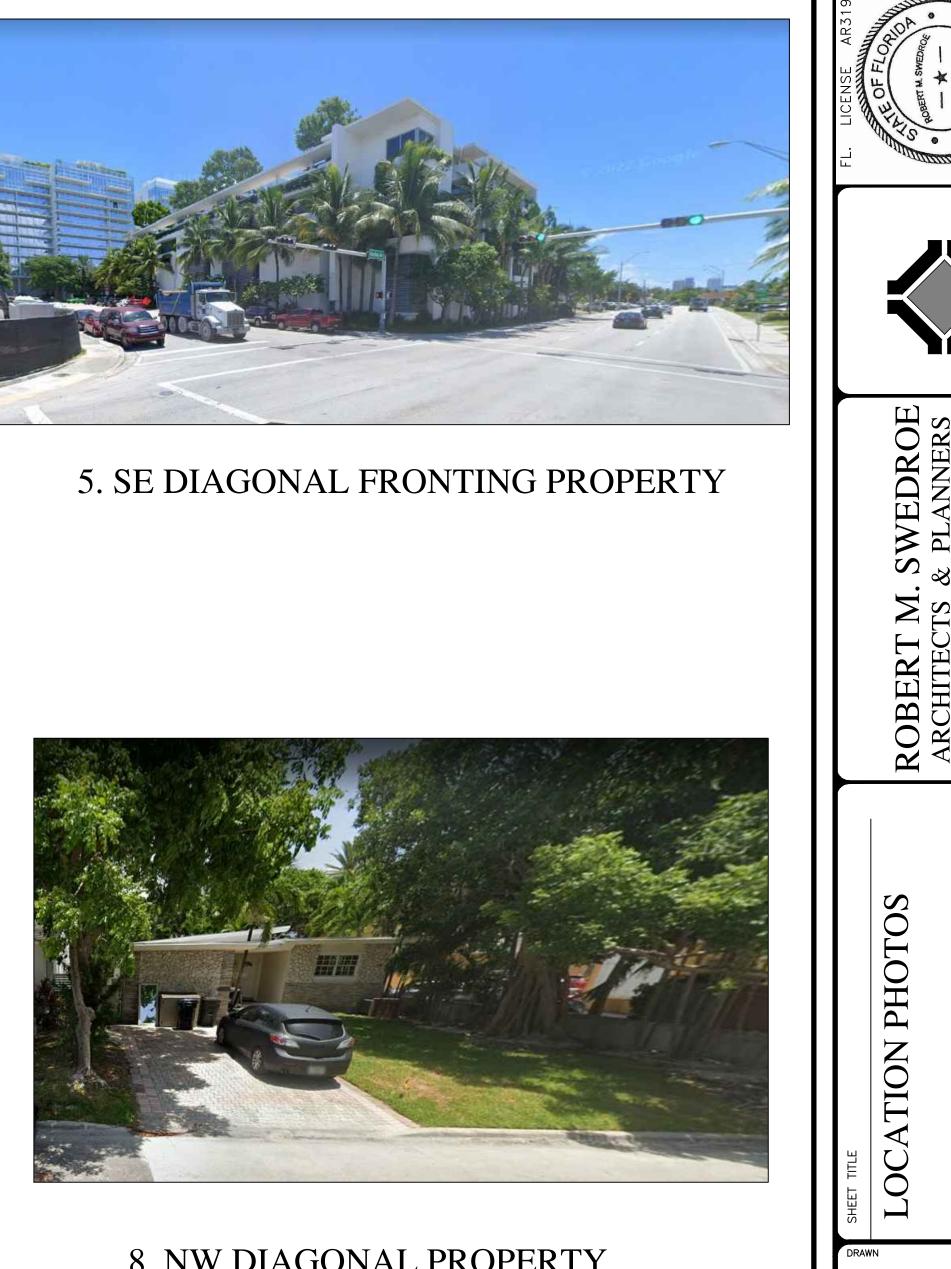
2. SUBJECT PROPERTY W/ NORTH ABUTTING PROPERTY



4. EAST FRONTING PROPERTY



7. WEST ABUTTING PROPERTY



303

CHECKED

DATE

SCALE

JOB NO.

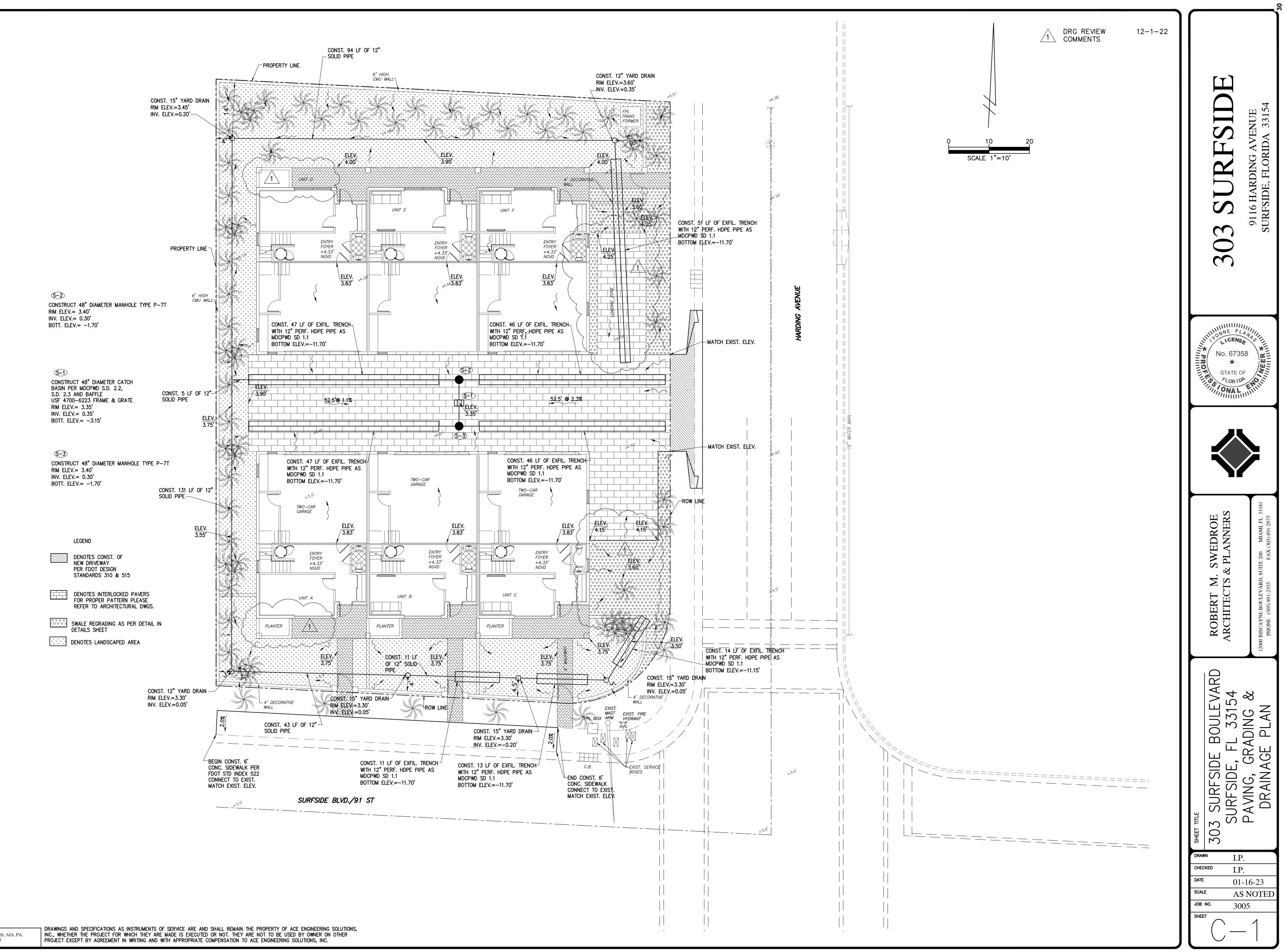
01-16-23

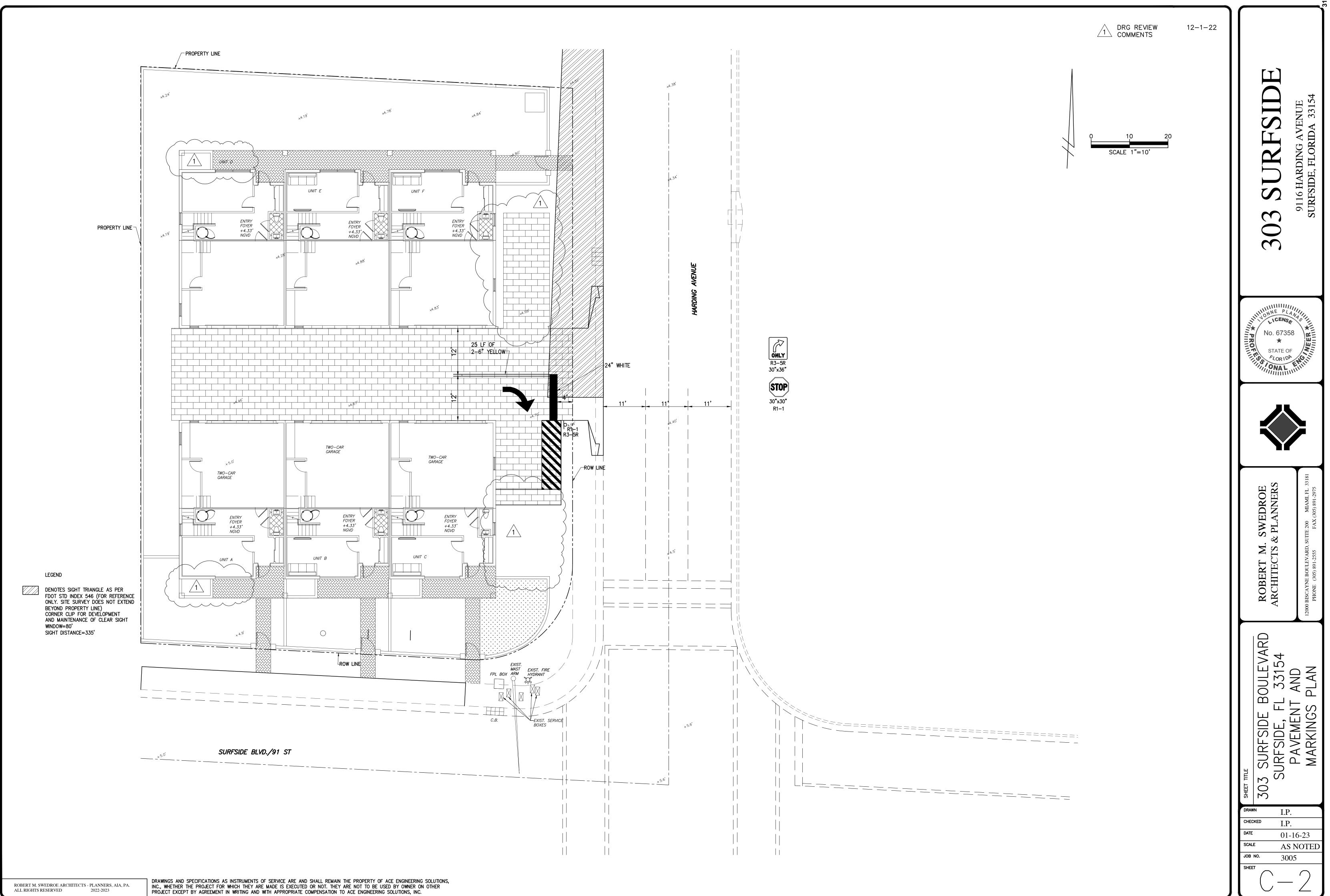
3005

A-10

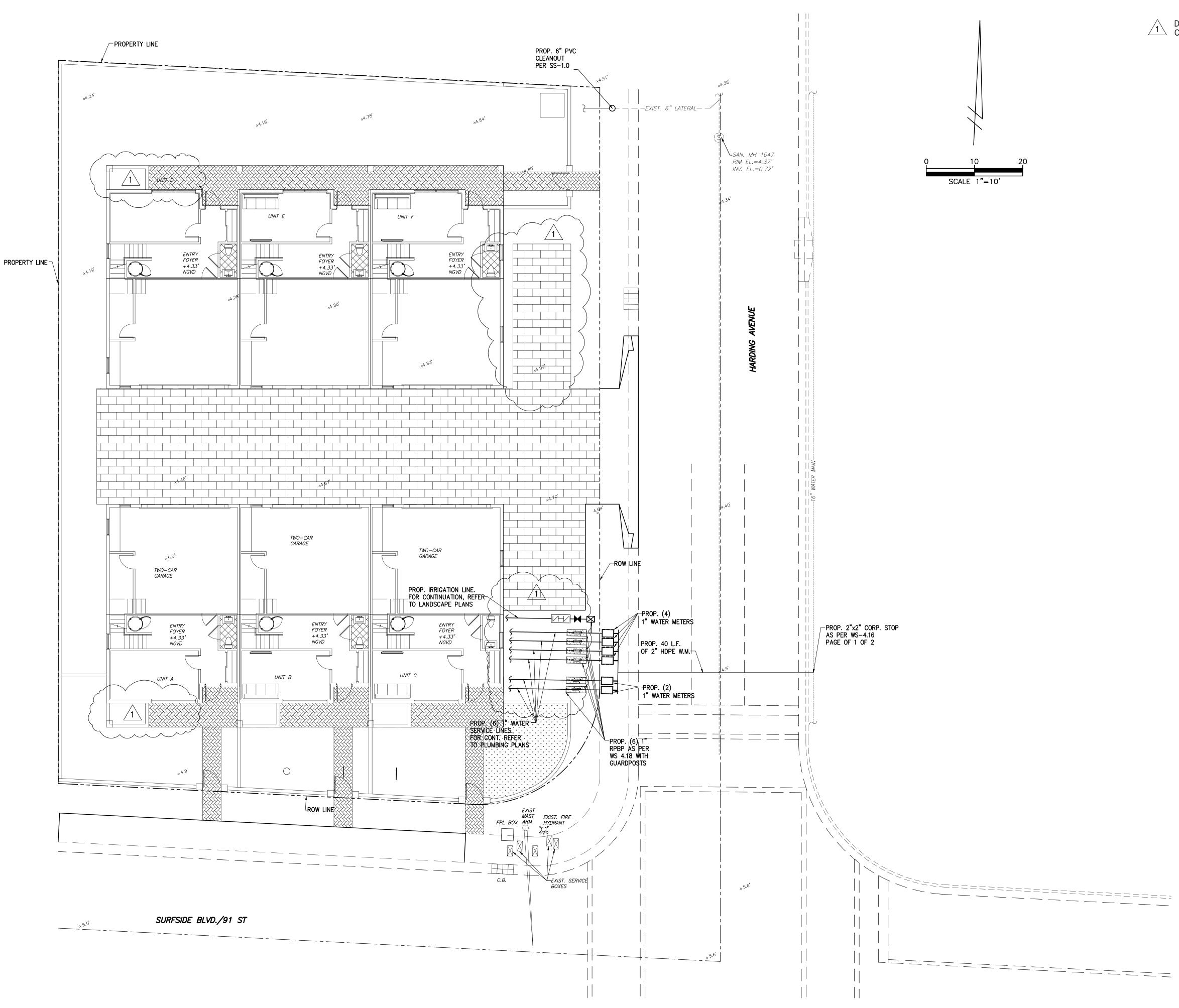
N.T.S.

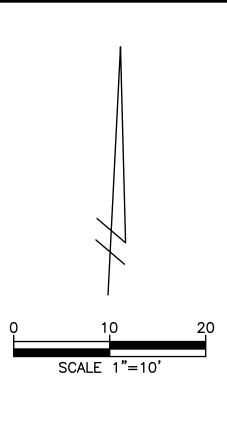
8. NW DIAGONAL PROPERTY





2022-2023

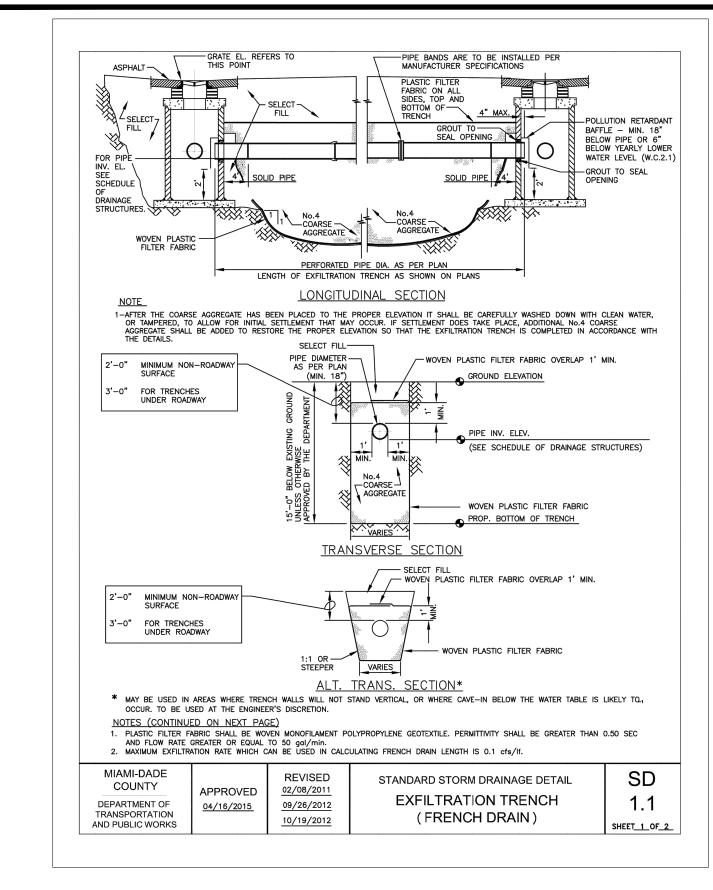


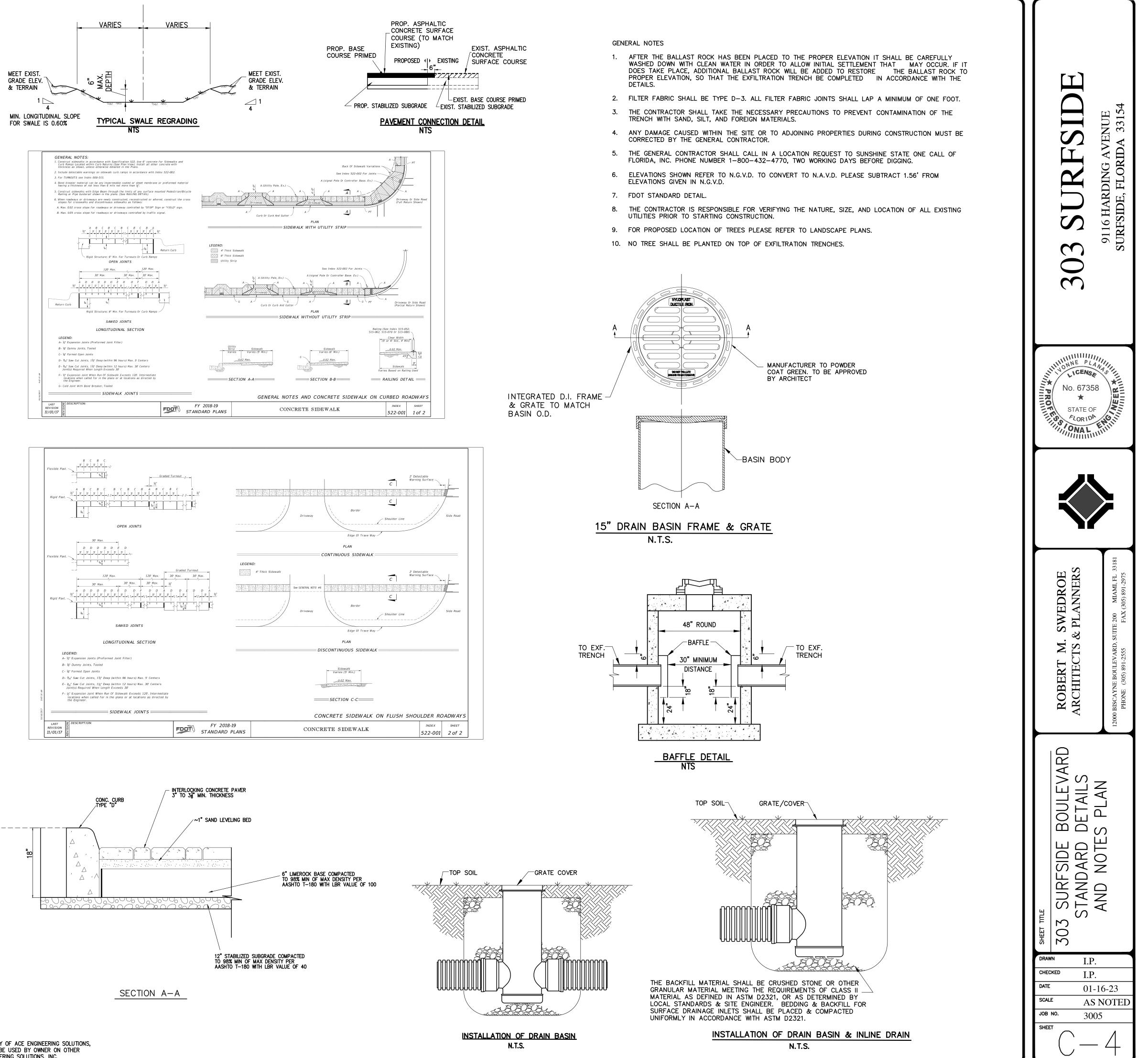




12-1-22

VENUE DA 33154 **S** 9116 HARDING AVE SURFSIDE, FLORIDA Τ S \mathbf{C} 303 **\CEN** No. 67358 Ш. -STATE OF FLORID IS IONAL L SWEDROE & PLANNERS ML (305) 200 FAX TS M **ROBERT** ARCHITECT BC (05) BISCAY BOULEVARD FL 33154 EWER PLAN Ŀ. 303 SURFSIDE SURFSIDE, F WATER & SE' DRAWN I.P. CHECKED I.P. DATE 01-16-23 SCALE AS NOTED JOB NO. 3005 SHEET ____

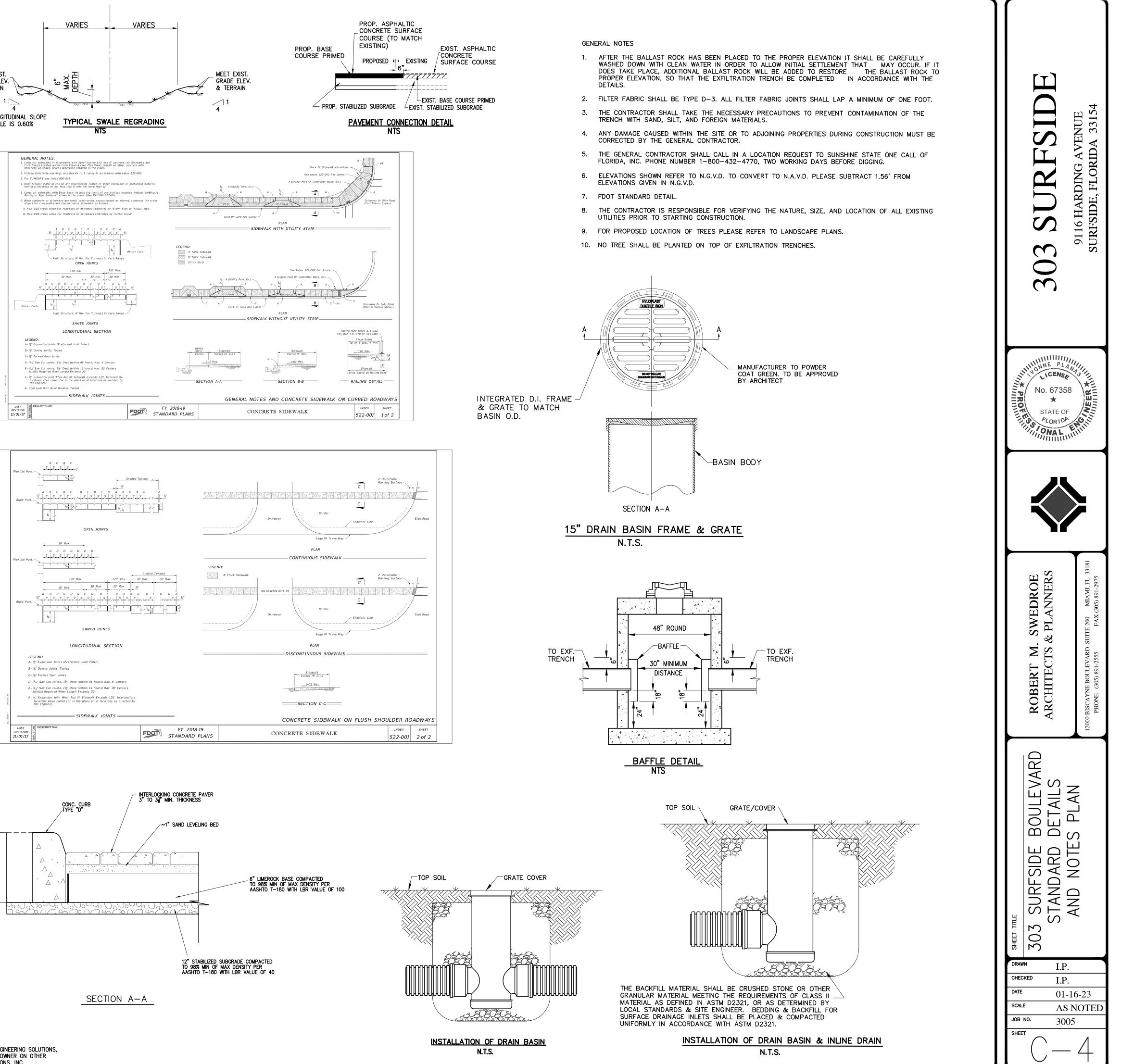


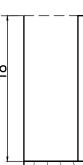












Section 2722

Engineered Surface Drainage Products

GENERAL

PVC surface drainage inlets shall be of the inline drain type as indicated on the contract drawing and referenced within the contract specifications. The ductile iron grates for each of these fittings are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer. The surface drainage inlets shall be as manufactured by Nyloplast a division of Advanced Drainage Systems, Inc., or prior approved equal.

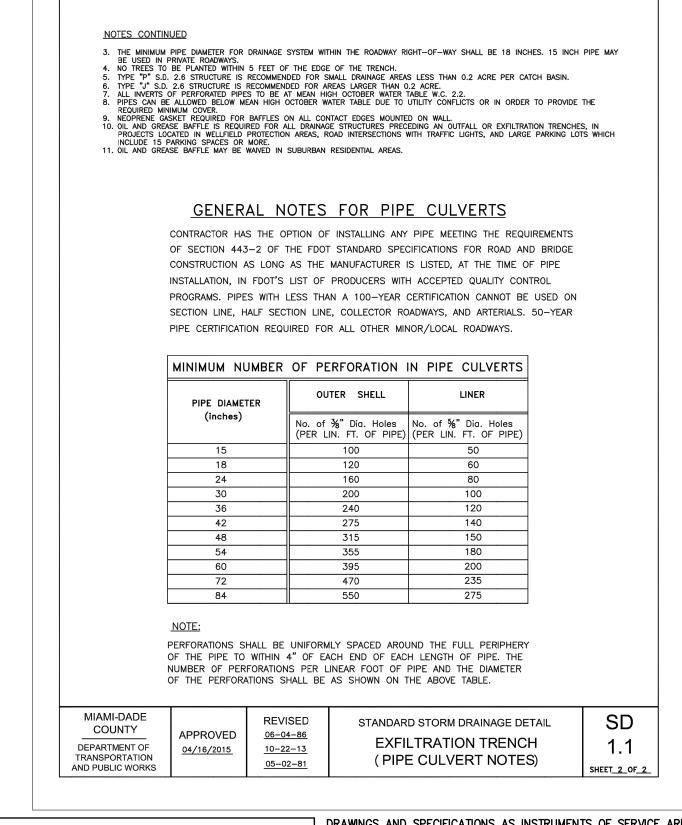
MATERIALS

The inline drain required for this contract shall be manufactured from PVC pipe stock, utilizing a thermo-molding process to reform the pipe stock to the furnished configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the inline drain body by use of a swage mechanical joint. The raw material used to manufacture the pipe stock that is used to manufacture the inline drain body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class <u>12454</u>.

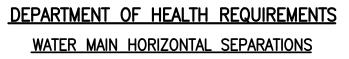
The grates furnished for all surface drainage inlets shall be ductile iron grates for sizes 8", 10", 12", 15", 18", 24" and 30" shall be made specifically for each fitting so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for inline drains shall be capable of supporting H-20 wheel loading for traffic areas or H-10 loading for pedestrian areas. 12" and 15" square grates will be hinged to the frame using pins. Metal used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05 for ductile iron. Grates shall be provided painted black.

INSTALLATION

The specified PVC surface drainage inlet shall be installed using conventional flexible pipe backfill materials and procedures. The backfill material shall be crushed stone or other granular material meeting the requirements of class 2 material as defined in <u>ASTM D2321</u>. Bedding and backfill for surface drainage inlets shall be placed and compacted uniformly in accordance with ASTM D2321. The drain basin body will be cut at the time of the final grade. No brick, stone or concrete block will be required to set the grate to the final grade height. For H-20 load rated installations, a concrete ring will be poured under and around the grate and frame. The concrete slab must be designed taking into consideration local soil conditions, traffic loading, and other applicable design factors. For other installation considerations such as migration of fines, ground water, and soft foundations refer to <u>ASTM D2321</u> guidelines.



DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF ACE ENGINEERING SOLUTIONS, INC., WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY OWNER ON OTHER PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO ACE ENGINEERING SOLUTIONS, INC.



- 1. SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE.
- 2. BETWEEN WATER MAINS AND STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SEPARATION SHALL BE 3 FEET MINIMUM.
- 3. BETWEEN WATER MAINS AND VACUUM TYPE SEWER, SEPARATION SHALL BE
- PREFERABLY 10 FEET AND AT LEAST 3 FEET MINIMUM. 4. GRAVITY OR PRESSURE SANITARY SEWERS, WASTE WATER FORCE MAINS OR RECLAIMED WATER LINES, SEPARATION SHALL BE PREFERABLY 10 FEET AND AT LEAST 6 FEET. IT MAY BE REDUDED TO 3 FEET WHERE BOTTOM OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF SEWER LINE.
- 5. SEPARATION SHALL BE 10 FEET OF ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEMS.

WATER MAIN VERTICAL SEPARATIONS

- 1. SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, SHALL BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES IF ABOVE OR AT LEAST 12 INCHES IF BELLOW.*
- 2. PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.* * NOTE: CENTER 1 FULL LENGTH OF WATER PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER LINES.

ZINC COATING REQUIRED IN SALTWATER INTRUSION AREAS

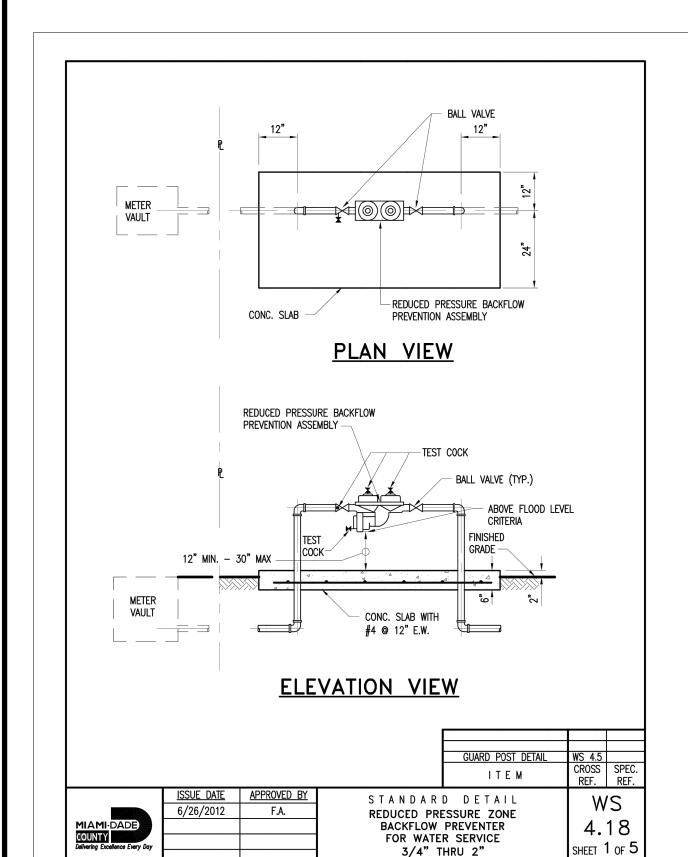
OWNER TO PERFORM VIDEO INVESTIGATION OF EXIST. SEWER LATERAL TO DETERMINE FEASIBILITY OF CONTINUOUS USE.

FOR CONNECTIONS TO VCP, THE CONTRACTOR SHALL TELEVISE THE VCP PIPE BEFORE AND AFTER THE INSTALLATION.

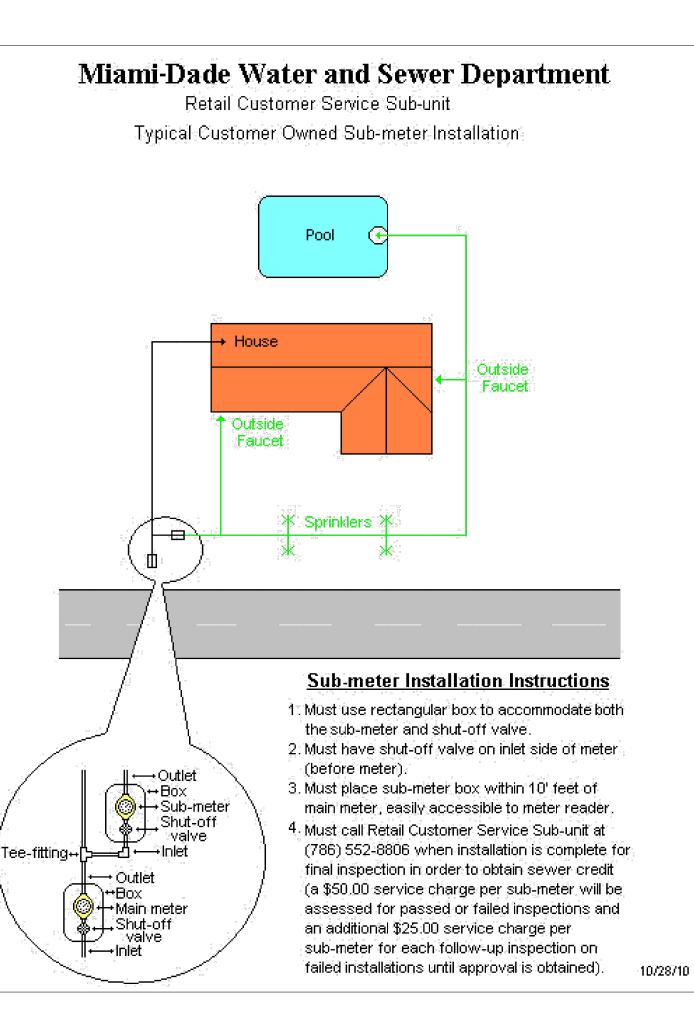
CONTRACTOR TO VERIFY EXACT LOCATION AND ELEVATION OF EXIST. PIPES AND POINT OF CONNECTIONS PRIOR TO COMMENCEMENT OF WORK.

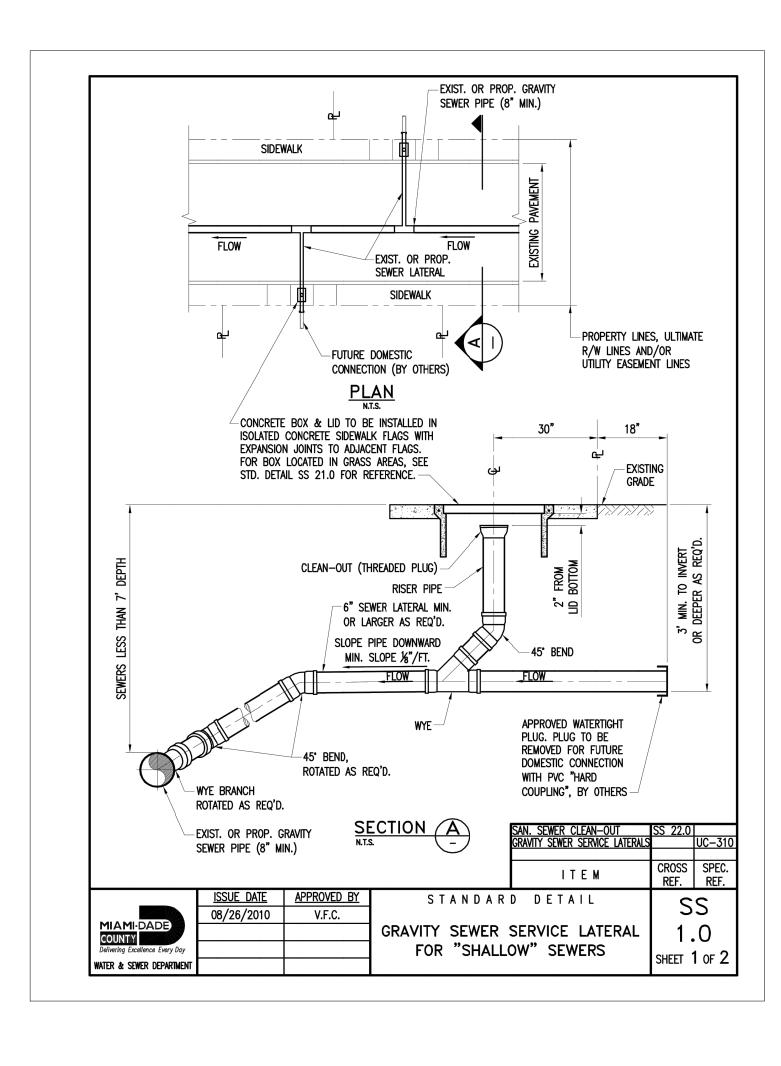
ALL EXIST. MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROP. WATER AND FORCE MAINS AND FITTINGS TO BE RESTRAINED PER G.S.-2.0

AFTER CLEANOUT AND LATERAL INSTALLATIONS, CONTRACTOR SHALL RESTORE PAVEMENT, CURB, SWALE AND SIDEWALK TO PREVIOUS CONDITIONS.

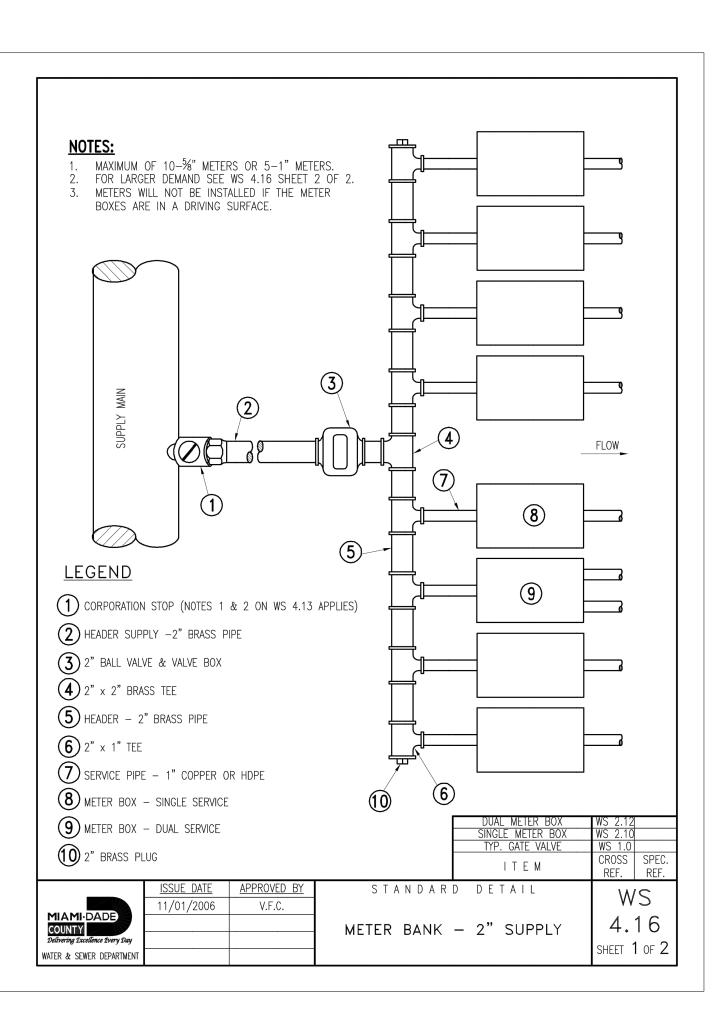


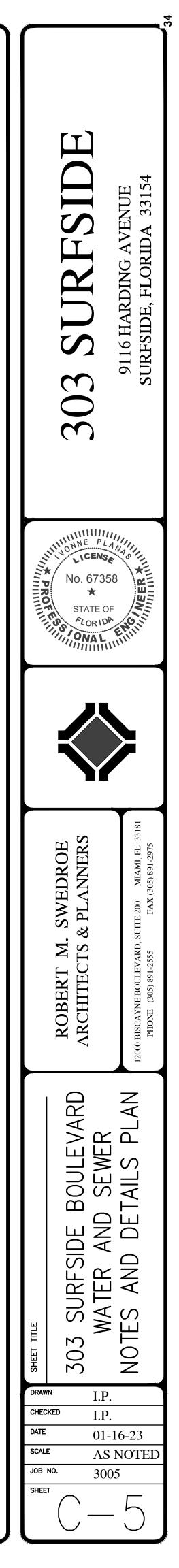
	1	ALL MATERIA	ALS AND LABOR U	NDER THIS PROJEC	T SHALL B
,		MIAMI-DADE	WATER AND SEWE	r department an Rtment. <u>Submit si</u>	D SHALL C
	2.	COVER OVER	R WATER OR SEWE	R FORCE MAINS S	HALL BE 4'
	3.			BE INSTALLED CO S SHALL BE INSTA	
	4.		MAIN SERVICE COM E AT THE POINT (INECTIONS INTO PI OF ENTRY.	RESSURE TF
	5.	ALL GRAVITY	SYSTEMS SHALL	BE CONSTRUCTED	IN ACCORD
	6.		METERS WILL BE I E CHARGES HAVE	NSTALLED BY THE BEEN PREPAID.	MIAMI-DADI
	7.			(NUMBER AND LO RIATE FIRE AGENCY	
	8.			ASD INSPECTION DI DPOSED START OF	
	9.			SPECT ANY FACILIT L BE IN ACCORDAN	
	10.		THE DEPARTMENT	S PROJECT WILL N AND UNTIL THE FO	
	a. b. c. d. e. f. g.	CONTRACTOR ABSOLUTE E i. CONTRACT ii DEVELOPE "RECORD DF FACILITIES A HAVE BEEN GRAVITY SEV H.R.S. LETTE	R'S CONTRACT BC RAWING" PRINTS (2 S LOCATED BY A SIGNED AND SEAL VER AND 5-FOR F ER OF RELEASE RE	ELEASE OF LIEN MARRANTY (I.E., LE ND (I.E., CONTRAC 4"x 36") SHOWING LICENSED SURVEYC ED BY A REGISTER ORCE MAIN OR PU QUIRED FOR ALL 11") FOR WATER A	T AGREEME SPECIFIC OR & MAPP RED SURVEY JMP STATION WATER PRO
		ALL NEW CO	NNECTIONS FROM	EXISTING DEPARTM	ENT MAINS
		AN APPROVEI) PAVING AND DRA	NINAGE PLAN MUST	BE SUBMI
		UNLESS OTHE DONE BY DEF MAINS IN THE TAPPING VALV	RWISE SPECIFIED, PARTMENT FORCES. SIZE RANGE SPE	ER PERMIT PLANS, ALL TAPS 20 INCI UNDER NO CIRCL CIFIED ABOVE. THE AND INSTALLED B IE INSPECTOR.	HES AND SI IMSTANCES
			<u>ISSUE_DATE</u> 03/01/2010	APPROVED BY V.F.C.	
	COUNTY	DADE	07/20/2016	D.V.	S.
L	WATER & SE	EWER DEPARTMENT			





	1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL
ICT ACCORDANCE WITH THE REQUIREMENTS OF THE	SUBMIT: a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).
TO THE STANDARDS AND SPECIFICATIONS AVAILABLE ALL MATERIALS.	2. "RECORD DRAWING" FORMAT:
	a. 24"x 36" PRINTS b. PDF FILE
SER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE TH 6" RISER PIPES AND NO. 2 VALVE BOXES.	C. CADD FILE C. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
ION MAINS SHALL HAVE A SHUT OFF VALVE AND	d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
H DEPARTMENT STANDARDS.	f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY* g. STREET NOMENCLATURE
AND SEWER DEPARTMENT, PROVIDING THE	h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER i. SEPARATE WATER AND SEWER PROFILE : STATIONING STARTING WITH 0 100 AT DEPMANENT RECERENCE POINT (LE. (C. S. ETC.) OR AS SHOWN ON
IS REQUIRED BY MIAMI-DADE COUNTY FIRE IN ACCORDANCE WITH DEPARTMENT STANDARDS.	j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. €, §, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT I. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
FOR A PRECONSTRUCTION MEETING 2 FULL ITACT ONE CALL CENTER 48 HRS PRIOR TO	m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
HE DEPARTMENT. ALL OTHER REQUIREMENTS OF	3. WATER "RECORD DRAWINGS" MUST INCLUDE:
NDARDS AND REQUIREMENTS. AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE S ARE RECEIVED AND APPROVED BY THE	a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
	b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
	4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
IS, DEPTH, ETC. OF ALL WATER AND SEWER IG WITH PRINTS OF "RECORD DRAWINGS" WHICH APPER. (№. OF PRINTS: 3–FOR WATER, 4–FOR	a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
CTS). Submittal of final CAD Files required.	b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
TELY A REPARTMENT FORCES ONLY, THE	c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
ISTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.	5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO	6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL
OR CONNECTIONS TO EXISTING MAINS WILL BE E CONTRACTOR BE PERMITTED TO TAP EXISTING ND	THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.
	* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.
ITEM CROSS SPEC. REF. REF.	
APD REQUIREMENTS GS	
ER AND SEWER 0.5 ONSTRUCTION SHEET 1 OF 2	03/11/2009 V.F.C.
 A second s	Water & Sewer department SHEET 2 of 2





Landscape Calculations Table

Gross Acreage: .57 Acres, (24,737 sf) Net Acreage: .38 Acres, (16,712 sf) Zoning District: H30C

Pervious Area: 3342 sf, min. (20% of Net Area, Min.) Pervious Area: 5149 sf //1

Buffer Lengths: North 112.5' (w/ OHPL's), South PL: 112.5', West 150.18'(89.06 + 61.12) (w/ OHPLs), East Harding Ave. Street Frontage: 150.18' Building Foundation Lengths: North: 82'-4", South: 82'-4", West: 46'-3" x 2=92'-6", East (same) 92'-6" = 349'-8" / 25' = 13.9 (14) palms/trees req'd Building Height: 29.46'

Landscape Requirements:

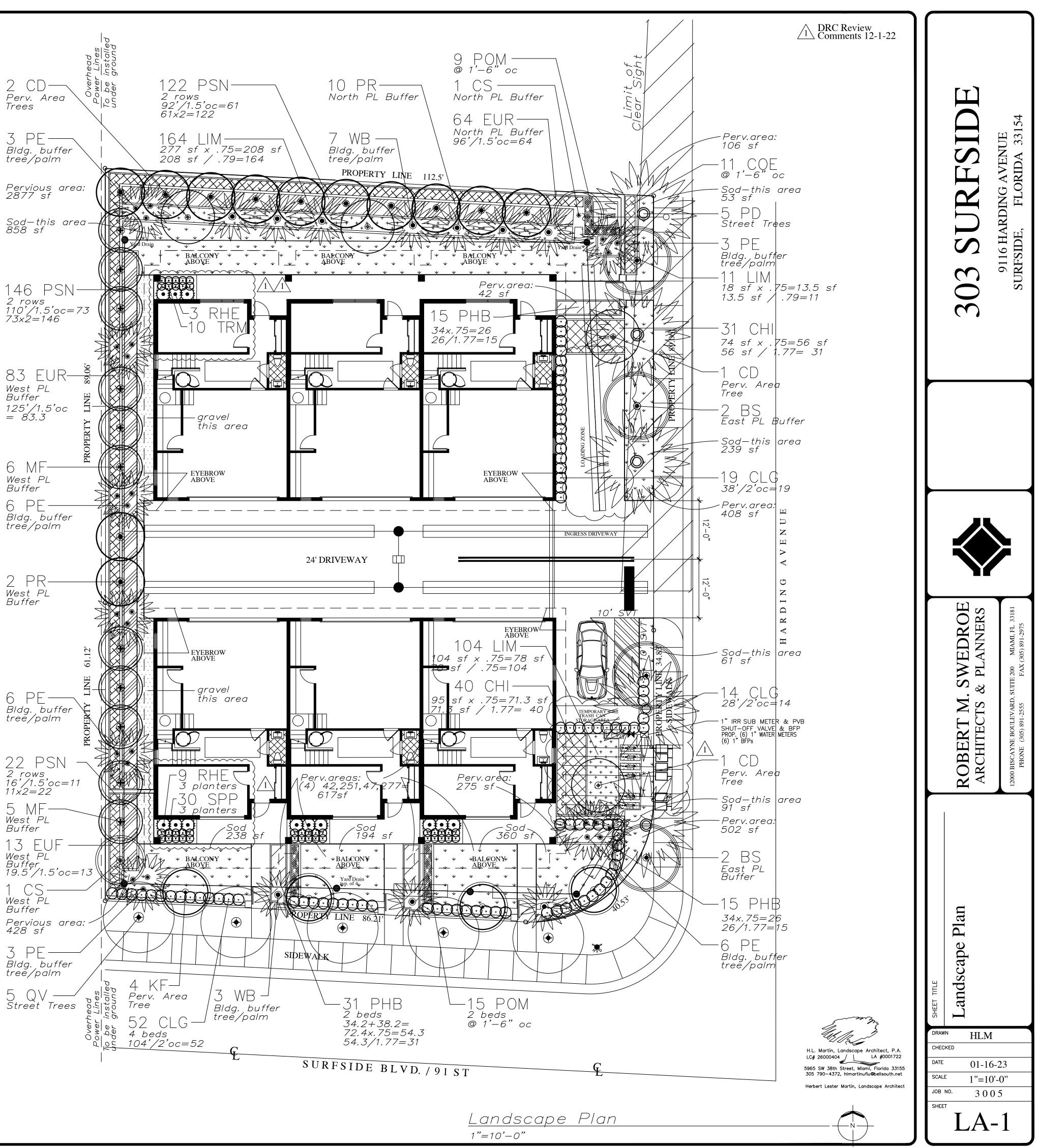
North 112.5', South: 112.5', West: 150.18', East: 150.18' = 525.36 If / 50' = 10.50 x 3 trees = 31.52 (32 trees reg'd) Shrubs: @2'oc= 525.36/2=263 reg'd 30% Pervious Area Prov'd (1 Tree & 10 Shrubs per 1000 sf) 5332 sf / 1000 sf= 5.33 = (6 trees reg'd) Shrubs: 10 x 5.33= (53.3)54 Reg'd Building Foundation Length:= 349.67'/25'= 13.9 (14 trees/palms reg'd)

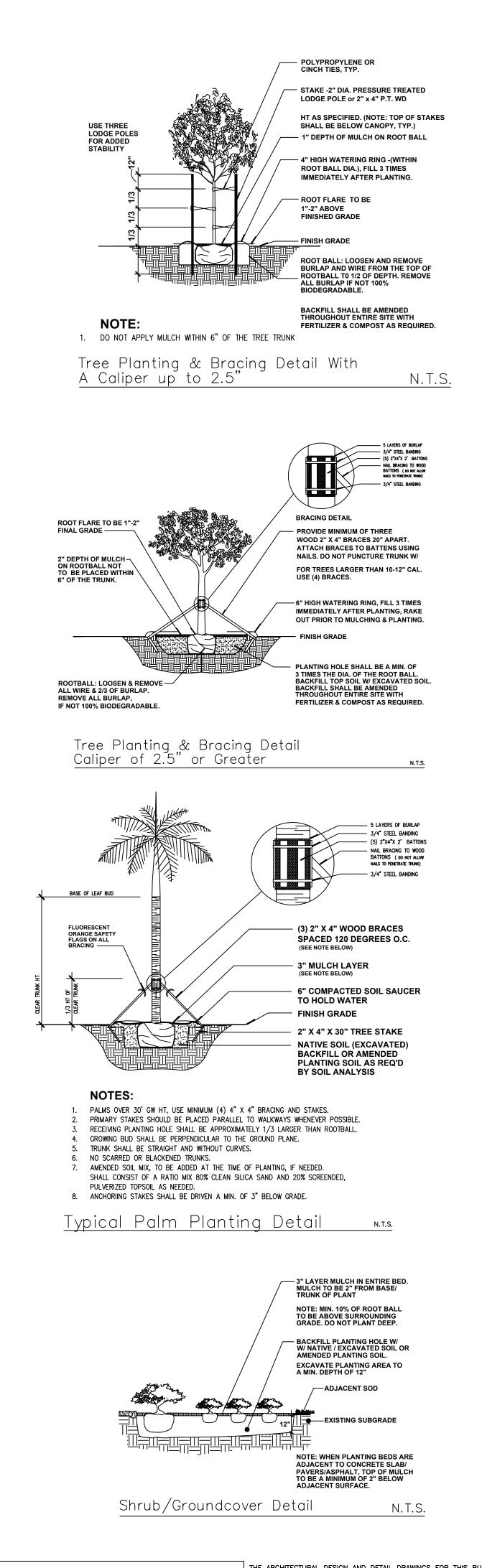
Street Trees @ 20' oc. Harding Avenue R/W= 150.07'/20' oc= 7.50 (8 Req'd) Street Trees, 91 St R/	/W= 112.50'/20'= 5.62 (6 Req'd)
Total Trees Req'd	Total Trees Prov'd	
52 Lot Trees (32 + 6 + 14) (50 +) = 7 species req'd	56 Lot Trees <i>(37+10+9)</i>	8 species prov'd (BS, CD, KF, PR, CS, MF, WB, PE)
14 Street Trees 262.6' / 20' = 13.13 = 14 Trees Req'd	10 Street Trees	5 PD, 5 QV
66 Trees Req'd-total (32 + 6 + 14 + 14)	66 Trees Prov'd—total	37+10+9+10 = 66 Trees Prov'd
Tree Percentages		
Shade Trees Req'd 20% = 52 x .20= 11 (10.4)	11 Shade Trees Req'd	12 Shade Trees Prov'd, 4 BS, 4 CD, 4 KF
Intermediate Trees Req'd 20% = 52 x .20= 11 (10.4)	11 Intermediate Trees Req'd	14 Interm. Trees Prov'd, 12 PR, 2 CS
Small Trees Req'd 20% = 52 x .20= 11 (10.4)	11 Small Trees Req'd	11 MF = 11 Small Trees Prov'd
Palm Trees Req'd 40% = 52 x .40= 19 (20.8)	19 Palms Req'd	19 Palms Prov'd, 10 WB, 27 LM/3=9
Total Shrubs Req'd	Total Shrubs Prov'd	
Buffers = 263 + Site Area= 54 = 317 Reg'd	578 Prov'd, 492 Native	
Allowable Sod 60% of Pervious area $(5149 \text{ sf}) 5149 \times .60 = 3089 \text{ sf}$	2094 sf prov'd 40% prov'd.	
1 Town of Surfside 40% Florida Friendly Landscape		
66 Trees Req'd: 40% F.F. 66 x .40= 38.1 Trees & Palms	46 prov'd (+ 8)	4 BS, 4 CD, 4 KF, 4 CS, 11 MF, 10 WB, 9 (27) PE
317 Trees Req'd: 40% F.F. 317 x .40= 127 Shrubs	556 prov'd (+ 429)	160 EUR, 24 POM, 11 COE, 290 PSN, 71 CHI

Plant List

Qty	Key	Botanical / Common Name	Description	Category	Native Yes / No	Drought Tolerance	Salt Tolerance
4	BS	Bursera simaruba / Gumbo Limbo	16'—18' oa ht, 7'spr, 3"dbh, 5' ct	Shade / Canopy	Yes	Med	High
4	CD	Coccoloba diversifolia / Pigeon Plum	14'oa ht, 6'spr, 2.5"dbh, 5' ct	Shade / Canopy	Yes	High	High
4	KF	Krugiodendron ferreum / Black Ironwood	14'oa ht, 6'spr, 2.5"dbh, 5' ct	Shade / Canopy	Yes	High	High
12	PR	Pimenta racemosa / Bayrum	12' oa ht, 5' spr. 2" dbh.	Intermediate	No	High	High
2	CS	Conocarpus e. sericeus / Silver Buttonwood	12' oa ht, 5' spr. 2" dbh.	Intermediate	Yes	High	Med
11	MF	Myrcianthes fragrans / Simpson Stopper	10' oa ht, 4.5' spr. 2" dbh.	Small	Yes	High	High
37 C	`anopy/	'Shade Trees Prov'd			1	1	1
10	WB	Wodyetia bifurcata / Foxtail Palm	16-18' oa ht, 6-8'ct	Palm	No	Med	Med
27	PE	Ptychosperma elegans / Alexander Palm	12', 18', 24' oa hts 27/3=9	Palm	No	High	High
56 C	i `anopy/	'Shade & Palm Trees Prov'd—total (37+1	0+9)				
					l	l	l
5	PD	Phoenix dactylifera / Medjool Date Palm	16' ct/gw, 24' oa ht	Palm	No	High	Med
5	QV	Quercus virginiana / Live Oak	16'—18' oa ht, 7'spr, 3"dbh, 5' ct	Shade / Canopy	Yes	High	Med
10 S	treet T	rees Prov'd			l	l	1
160	EUR	Eugenia rhombea / Red Stopper	3'-4' ht x 2' spr- (req'd,min.) 1.5' oc		Yes	High	High
24	POM	Podocarpus macrophyllus / Podocarpus	5' ht x 2.0' spr, 15 gal. 1.5' oc 1.5' oc		No	High	High
11	COE	Conocarpus erectus / Green Buttonwood	3'-4' ht x 2' spr. 1.5' oc		Yes	High	High
66	CLG	Clusia guttifera / Small Leaf Clusia	4'—5' ht x 2'spr, 15 gal. 2.0' oc		No	High	High
290	PSN	Psychotria nervosa / Wild Coffee	2' ht x 1.5' spr. 1.5' oc		Yes	High	Med
71	СНІ	Chrysobalanus icaco / Red Tip Cocoplum	2' ht x 1.5' spr. 1.5' oc 1.77 sf		Yes	Med	High
622	l Shrubs [.]	–Prov'd, 532 Native					
12	RHE	Rhapis excelsa / Lady Palm	4-5' h, 3' spr.		No	Med	Low
	РНВ	Philodendron Burle Marx / Burle Marx	16" ht, 16" spr, (min.) 1.77 sf		No	High	Med
61	1		12" ht, 12" spr, 3 gal79 sf		No	High	High
61 175	LIM	Liriope muscarie, E.G. / Evergreen Giant Liriope	12 m, 12 spi, 5 gui/9 si			la.	, J
	LIM TRM	Liriope muscarie, E.G. / Evergreen Giant Liriope Trimezia martinicensis / Yellow Walking Iris	24" ht, 18" spr.		No	High	High

Note: Drought & Salt Tolerance information by: The Florida Friendly Landscaping Guide to Plant Selection & Landscape Design & Miami Dade County edis.lfas.ufl





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622	, Shrubs	–Prov'd, 532 Native					
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61	РНВ	Philodendron Burle Marx / Burle Marx	16" ht, 16" spr, (min.) 1.77 sf		No	High	Med
175	LIM	Liriope muscarie, E.G. / Evergreen Giant Liriope	12" ht, 12" spr, 3 gal79 sf		No	High	High
10	TRM	Trimezia martinicensis / Yellow Walking Iris	24" ht, 18" spr.		No	High	High
30	SPP	Spathoglottis plicata / Purple Ground Orchids	18"ht, 18"spr, 3 gal.		No	Med	

Town of Surfs

- 1. All landscaping shall meet
- 2. All landscaping shall be Flo 3. Call Sunshine One Call Sev
- 4. All groundcover shall be ins final inspection.
- 5. All landscape planters shall specified planting mix. Also excavation to a depth of A depth and soil inspectio is installed.
- 6. No landscape substitutions 7. An automatic irrigation sys
- installed with 100% coverad 8. All PVC risers shall be pai
- onto impervious areas. 9. All trees and palms shall
- be removed within one yea 10. The planting soil must be debris, weeds, rocks, and
- 11. All plant material shall rec that 50% of the nitrogen
- 12. All planting beds to be top
- 13. All trees or palms in lawn and the mulch must be pu 14. All above ground elements,
- pumps,and generators shall 15. All sod to be weed/pest
- to curbs & planters. Also, 16. All plant root balls shall b rope must be removed.
- 17. All fire hydrants and fire front and sides, w/ 4' clea
- 18. All lights shall have a min small trees and palms.
- 19. All planting pits shall be a
- 20. All tree removal and reloce
- 21. All tree trimming shall be 22. All existing landscaping, ind sod, irrigation, grading, &
- prior to final inspection. 23. All invasive exotic plants s
- 24. All owners of the land or
- of the landscaping pursuar
- 25. All planting to be done in 26. Call the Town of Surfside
- pre-construction landscape
- 27. The landscape architect of landscape and irrigation ho

LANDSCAPE ARCH

- 1. ALL PLANT MATERIAL TO E FLORIDA DEPARTMENT OF AND II. 5th EDITION: 2015.
- 2. TWO MEETINGS, PRE-INSTA DURING INSTALLATION/CON BE SCHEDULED W/ LANDSO
- 3. A MUNICIPALLY APPROVED NO CHANGES SHALL BE MA APPROVAL OF THE LANDSO
- 4. LANDSCAPE PLAN SHALL B
- 5. LANDSCAPE CONTRACTOR PREPARE ONES OWN QUAN COMPARE TO ARCHITECT'S IS RESPONSIBLE FOR ATTA MATERIALS SPECIFIED. IN CONTRACTOR SHALL BRING ARCHITECT. LANDSCAPE C LANDSCAPE PLAN. LANDSC
- 6. LANDSCAPE CONTRACTOR PRIOR TO DIGGING, SUNSHI
- 7. ALL TREES TO BE STAKED NAIL STAKING IN TRUNKS REMOVED WITHIN 12 MONTH
- 8. ALL PLANTING BEDS TO BE DEPTH OF 12" BELOW GRAI ALL CONSTRUCTION DEBRIS
- 9. ALL INVASIVE EXOTIC PLAN LANDSCAPE ARCHITECTS' F PLANT COUNCIL (FLEPPC)
- 10. ALL SOD SHALL BE ST. AUG OTHERWISE NOTED) AND L SOD SHALL BE LAID OVER SHALL NOTIFY LANDSCAPE
- 11. MULCH SHALL BE EUCALYP APPLIED AT A MIN. DEPTH MULCH SHALL NOT APPLIE MULCH SHALL NOT BE PLA SHALL NOT EXCEED HEIGHT
- 10. ALL PLANTED AREAS TO R WITH A MINIMUM OF 50% (TO BE INSTALLED IN COMP TO AID IN THEIR ESTABLISHMENT. REFER TO LANDSCAPE PLAN.

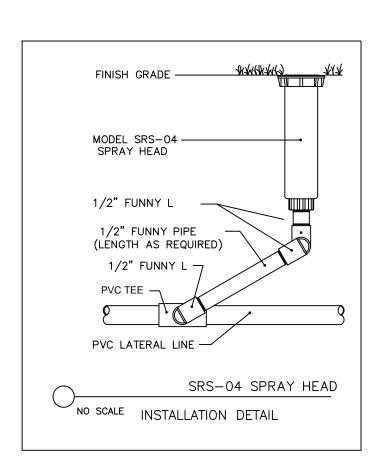
ons Table
4,737 sf) Net Acreage: .38 Acres, (16,712_sf) Zoning District: H30C
(20% of Net Area, Min.) Pervious Area: 5149 sf /1
(w/ OHPL's), South PL: 112.5', West 150.18'(89.06 + 61.12) (w/ OHPLs), East Harding Ave. Street Frontage: 150.18'
North: 82'-4" South: 82'-4" West: 46'-3" x 2=92'-6" Fast (same) 92'-6" = 349'-8" / 25' = 13.9 (14) palms/trees rea'd

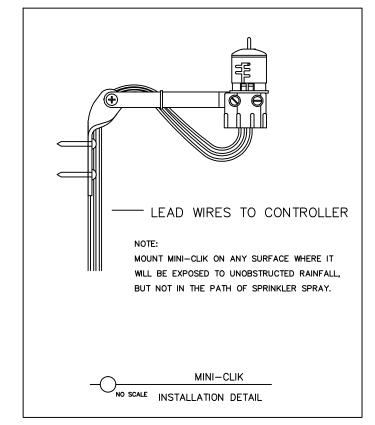
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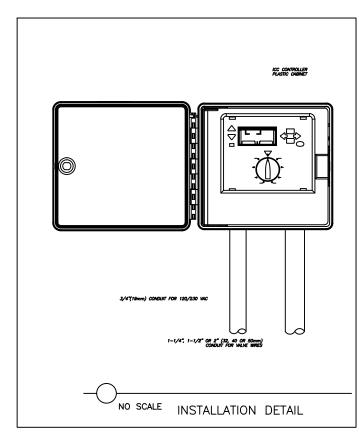
Note: Drought & Salt Tolerance information by: The Florida Friendly Landscaping Guide to Plant Selection & Landscape Design & Miami Dade County edis.lfas.ufl

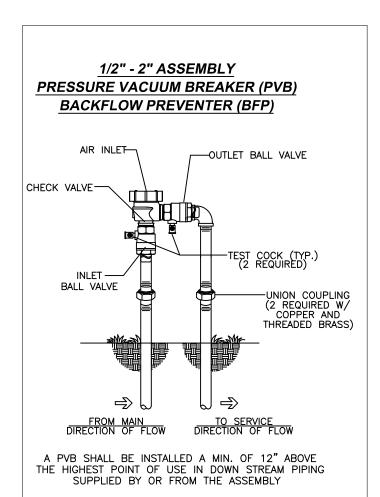
	Town of Surfside Notes:	C Review ments 12-1-22		
	All landscaping shall meet or exceed all Town of Surfside code specification requirements. All landscaping shall be Florida Grade #1 or better.			
	Call Sunshine One Call Sevice at 1—800—432—5700 before you dig. All groundcover shall be installed at 75% coverage and 100% within 6 months after		-)	
5.	final inspection. All landscape planters shall be excavated to a depth of 30" and backfilled with the		Щ	
	specified planting mix. Also, landscape areas or planters along the buildings require excavation to a depth of 12" and backfilled with the specified planting soil mix.			154
	A depth and soil inspection shall be required by the Town of Surfside before the landscaping is installed.			9116 HARDING AVENUE RFSIDE, FLORIDA 331
	No landscape substitutions shall be made without the Town of Surfside approval. An automatic irrigation system with a rain sensor shall be			NG AVEN FLORIDA
	installed with 100% coverage & 100% overlap prior to final inspection. All PVC risers shall be painted flat black and irrigation system shall have no overspray		$\overline{\mathbf{Z}}$	IOI ⁷
	onto impervious areas. All trees and palms shall be braced or guyed and all nylon straps or wood bracing shall			
	be removed within one year of final inspection. . The planting soil must be 50% muck and 50% sand and must be free of construction			HAI DE,
	debris, weeds, rocks, and ph between 6.5 and 7.0. . All plant material shall receive at minimum NPK fertilizer with minor trace elements and			9116 HA SURFSIDE,
	that 50% of the nitrogen must be derived from an organic source. . All planting beds to be top dressed with a 3" deep layer of arsenic free organic mulch.		$\widetilde{\mathbf{C}}$	9 SUR
3	. All trees or palms in lawn areas shall receive a 2' dia. mulch ring around the trees and the mulch must be pulled away 3" from the trunks.		30	
	. All above ground elements, including but not limited to A/C units, transformers, pumps,and generators shall be screened w/ landscaping to height of the element.			
	. All sod to be weed/pest free, and laid smooth with tight joints and conform			
6	to curbs & planters. Also, installed 100% complete at time of inspection. . All plant root balls shall be 10% above grade and the wire baskets/ burlap/ string &			
7	rope must be removed. . All fire hydrants and fire check valves shall have a min. of 7.5' clearance from the .			
	front and sides, w/ 4' clearance from the rear to all landscape material. . All lights shall have a minimum of 15' separation on large trees and 7.5' on			
	small trees and palms. All planting pits shall be a min. of 2x the root ball diameter.			
1.	All tree removal and relocation permits shall be obtained from M-D DERM.(RER) All tree trimming shall be done in accordance with DERM code requirements.			
2.	All existing landscaping, including but not limited to trees, palms, shrubs, groundcover, sod, irrigation, grading, & curbing destroyed during construction shall be restored/replaced			
	prior to final inspection. All invasive exotic plants shall be removed from site.			
	All owners of the land or their agents shall be responsible for the maintenance of the of the of the of the landscaping pursuant to code.		丛	
	All planting to be done in accordance to proper horticultural practices. Call the Town of Surfside Landscape Inspector at 954—921—7781 to schedule a		K	
	pre—construction landscape meeting prior to the installation of the landscaping. The landscape architect of record shall provide written certification that all of the			
	landscape and irrigation has been installed per the approved landscape & irrigation plans.			
	LANDSCAPE ARCHITECT'S PLANT / PLANTING NOTES		OE	L 33181 75
	ALL PLANT MATERIAL TO BE FLORIDA GRADE NO. 1 (FG #1) OR BETTER FLORIDA DEPARTMENT OF AGRICULTURE GRADES AND STANDARDS; PARTS I		SWEDRO & PLANNER	200 MIAMI, FL FAX (305) 891-2975
	AND II, 5th EDITION: 2015. RESPECTIVELY.		WE PLAJ	00 M AX (305)
	TWO MEETINGS, PRE-INSTALLATION & SUBSTANTIAL COMPLETION, SHALL BE REQ'D DURING INSTALLATION/CONSTRUCTION PROCESS. PRE-INSTALLATION MEETING SHALL BE SCHEDULED W/ LANDSCAPE ARCHITECT, TWO WEEKS PRIOR TO INSTALLATION.		SV & F	SUITE 200 FAJ
	A MUNICIPALLY APPROVED LANDSCAPE PLAN IS A LEGAL & BINDING DOCUMENT.		M.	EVARD, -2555
	NO CHANGES SHALL BE MADE WITHOUT PRIOR NOTIFICATION & SUBSEQUENT WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT & GOVERNING MUNICIPALITY. (IF REQ'D)		RT TEC	(2000 BISCAYNE BOULEVARD, PHONE (305) 891-2555
4.	LANDSCAPE PLAN SHALL BE INSTALLED IN COMPLIANCE WITH ALL LOCAL/PERTINENT CODES.		ROBER	BISCAYNE PHONE (
5.	LANDSCAPE CONTRACTOR SHALL REVIEW ALL DRAWINGS AND PREPARE ONES OWN QUANTITY COUNTS (PRIOR TO BID COST AND		R O AR(2000 BIS
	COMPARE TO ARCHITECT'S PLANT LIST). LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ATTAINING ACCURATE COUNT OF PLANT MATERIALS SPECIFIED. IN THE EVENT OF DISCREPANCIES, LANDSCAPE		H	-
	CONTRACTOR SHALL BRING TO THE ATTENTION OF LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF THE			
5.	LANDSCAPE PLAN. LANDSCAPE PLAN SHALL TAKE PRECEDENCE OVER PLANT LIST. LANDSCAPE CONTRACTOR SHALL LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO DIGGING, SUNSHINE STATE ONE CALL OF FLORIDA. (800) 432-4770.		gend	
7.	ALL TREES TO BE STAKED IN A GOOD WORKMANLIKE MANNER, NO NAIL STAKING IN TRUNKS PERMITTED. ALL GUYING & STAKING TO BE		Lege	
	REMOVED WITHIN 12 MONTHS AFTER PLANTING. ALL PLANTING BEDS TO BE WEED AND GRASS FREE, AND SHALL BE EXCAVATED TO A DEPTH OF 12" BELOW GRADE. TOP OF BEDS SHALL BE 3" BELOW ADJ. PAVED SURFACES.		s &]	
	ALL CONSTRUCTION DEBRIS SHALL BE REMOVED. ALL INVASIVE EXOTIC PLANTS (CAT.1) TO BE REMOVED FROM SITE, PRIOR TO		Detail	
٦	LANDSCAPE ARCHITECTS' FINAL INSPECTION. REFER TO FLORIDA EXOTIC PEST PLANT COUNCIL (FLEPPC) 2015 LIST OF EXOTIC PLANT SPECIES, CAT#1, ONLY. ALL SOD SHALL BE ST. AUGUSTINE 'FLORATAM' SOLID SOD, (UNLESS			
	OTHERWISE NOTED) AND LAID WITH ALTERNATING AND ABUTTING JOINTS. SOD SHALL BE LAID OVER A 2" LAYER OF TOPSOIL. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.			
1.	MULCH SHALL BE EUCALYPTUS OR PINE BARK MULCH, (UNLESS OTHERWISE NOTED) APPLIED AT A MIN. DEPTH OF 3" OVER PLANTING BEDS.		RAWN HLN	4
	MULCH SHALL NOT APPLIED OVER ANNUAL PLANTING BEDS. MULCH SHALL NOT BE PLACED WITHIN 6" OF TREE & PALM TRUNKS. TOP OF MULCH		HECKED	
).	LC# 26000404 € ALL PLANTED AREAS TO RECEIVE 100% COVERAGE BY AN AUTOMATIC IRRIGATION SYSTEM. 5965 SW 38th St	LA #0001722	ate 01-16- cale	23
	WITH A MINIMUM OF 50% OVERLAP. RAIN SENSOR TO BE PROVIDED. IRRIGATION SYSTEM	hlmartinufiu@bellsouth.net J lartin, Landscape Architect	ов NO. 300 неет Т Л	5 7

LA-2









<u>LAYOUT</u>

LAYOUT IRRIGATION SYSTEM MAINLINES AND LATERAL LINES. MAKE ALL NECCESSARY ADJUSTMENTS AS REQUIRED TO TAKE INTO ACCOUNT ALL SITE OBSTRUCTIONS AND LIMITATIONS PRIOR TO EXCAVATING TRENCHES

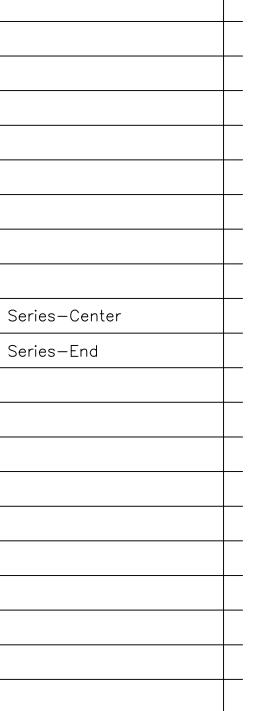
FLAG ALL SPRINKLER HEAD LOCATIONS. ADJUST LOCATION AND MAKE THE NECESSARY MODIFICATIONS TO NOZZLE TYPES ETC. REQUIRED TO INSURE 100% COVERAGE & 100% OVERLAP

PIPE

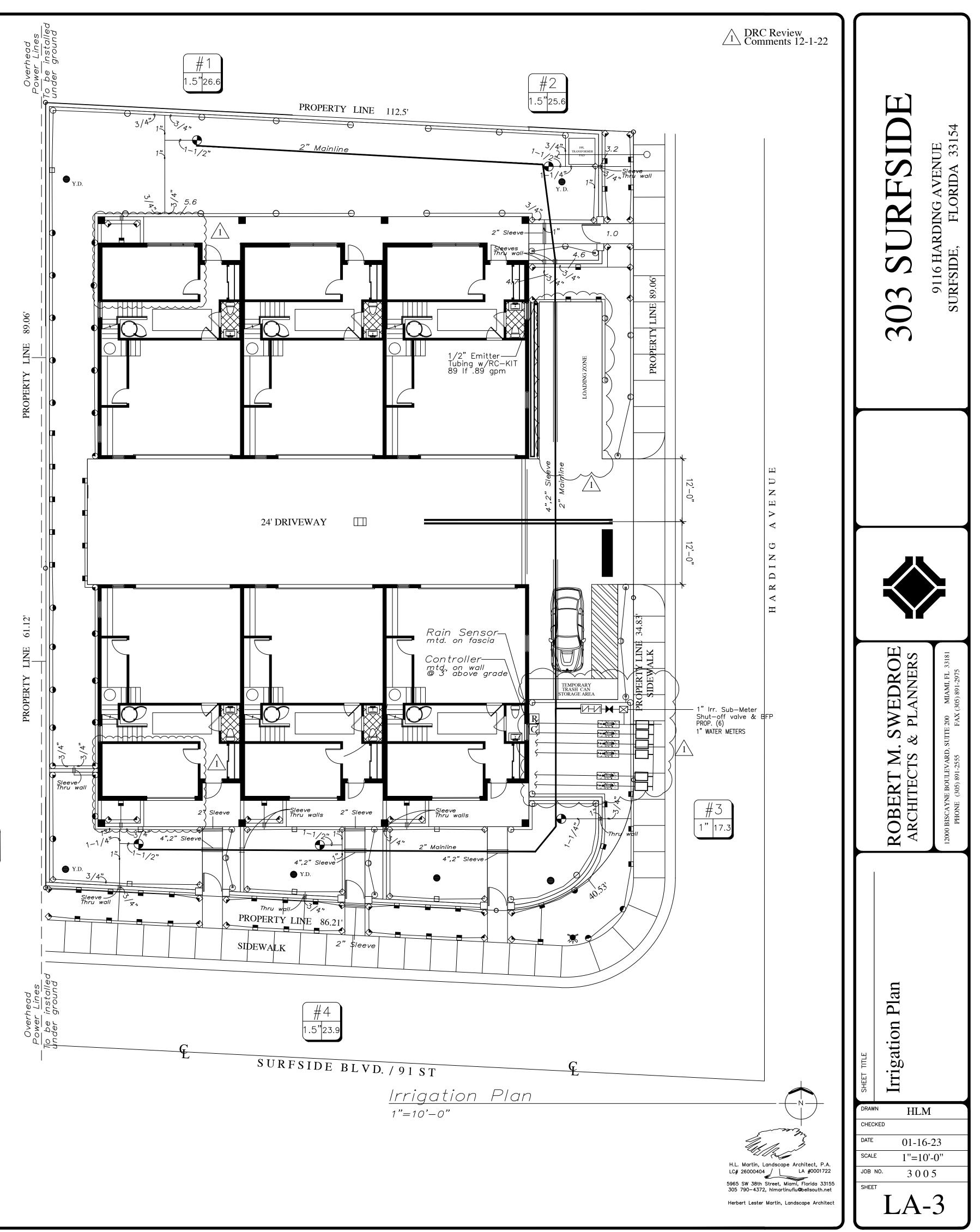
PIPE LOCATIONS SHOWN ON PLAN ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED IN THE FIELD. WHEN LAYING-OUT MAINS AND LATRALS, LOCATE PIPE NEAR EDGES OF PAVEMENT OR AGAINST BUILDINGS WHENEVER POSSIBLE TO ALLOW SPACE FOR PLANT ROOT BALLS. PIPING UNDER HARDSCAPES SUCH AS ROADS, WALKS, AND PATIOS ARE TO BE SLEEVED USING SCH. 40 PIPE.

*INSTALL RAIN SENSOR AS PER LOCAL CODE FLUSHING PRIOR TO PLACEMENT OF HEADS FLUSH ALL LINES UNTIL LINES ARE COMPLETLY CLEAN OF DEBRIS.

IRRIG	GATION PLAN EQUIPMENT TABLE
•	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 8' qtr
	6" Spray Head Rainbird 1800 Sereies w/ MPR Nozzle, 8' half
\bigcirc	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 10' qtr
•	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 10' half
\diamond	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 12' qtr
	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 12' half
<u> </u>	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 15' qtr
Θ	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 15' half
0	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 15' Strip S
•	6" Spray Head Rainbird 1800 Series w/ MPR Nozzle, 15' Strip S
	1/2" Emitter Tubing, Flexible XF Series Dripline, 89 If.
ଟ	RC Kit to Connect Emitter Tubing
•	1", 1.5" Valves by Rainbird, in Carson Valve Box
	1.5" Mainline, Schedule 40 PVC
	Sleeves, Schedule 40 PVC
	- Lateral Lines, Schedule 160 pvc
C	Controller, ESP Modular Series 6 Stations, (1 spare)
R	Rain Sensor, by Miniclik
	Proposed 1"Ø Backflow Preventer, by Watts or equal.
	Proposed 1"ø Irrigation Sub Meter



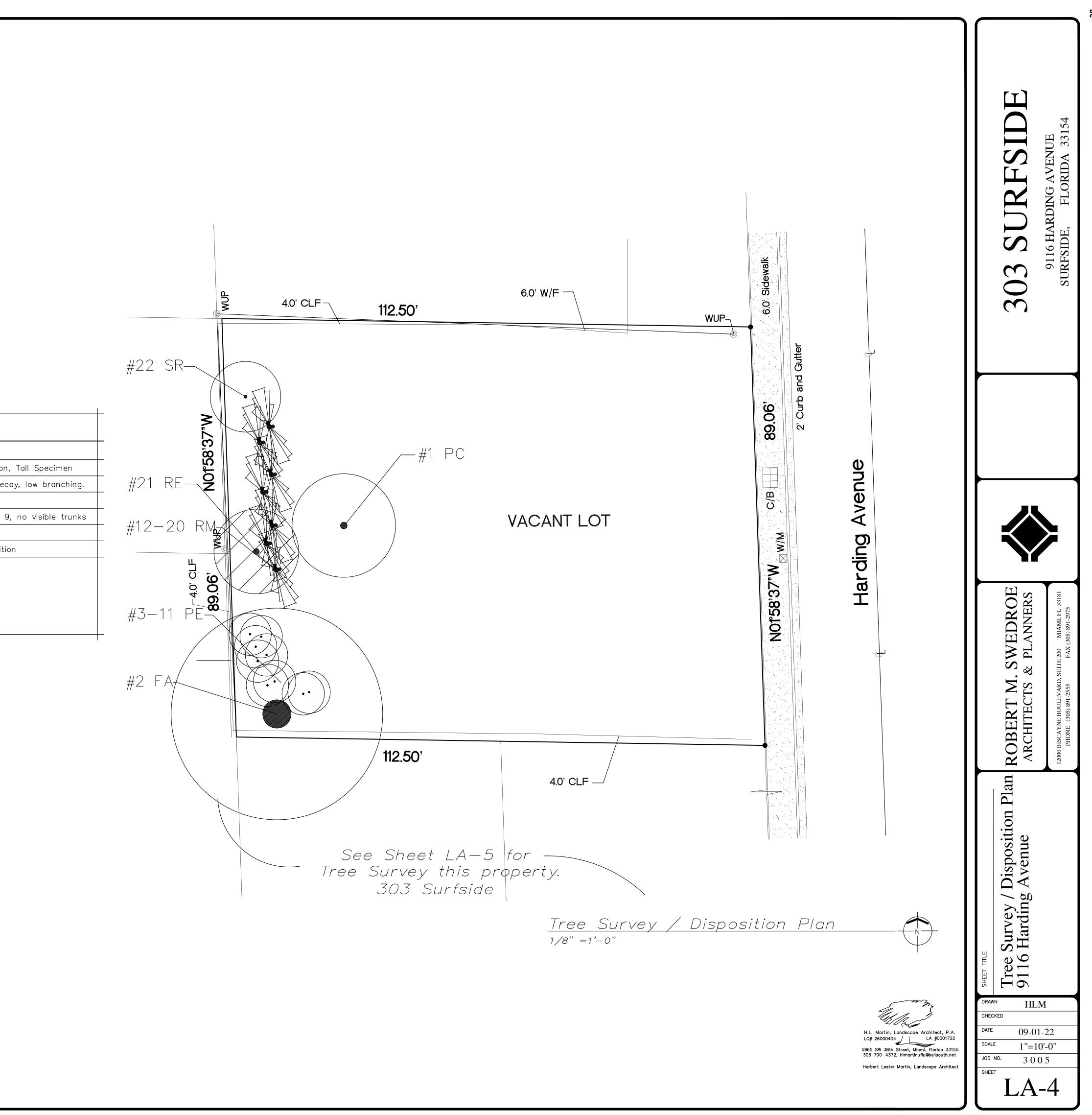
#5 1.5"25.6



Tree Survey List 9116 Harding								
 Num	Botanical / Commmon Name	Disposition	HT	I SPR	I DBH	Description I Condition & Notes		
#1 PC	Phoenix canariensis / Canary Island Date Palm	Remove	50'	20'	22"	Good/Moderate Condition, Tall Specimen		
#2 FA	Ficus aurea / Strangler Fig	Remove	45 '	45'	6'+	Fair Condition. Trunk decay, low branching		
#3-11 PE	Ptychosperma elegans / Alexander Palm	Remove	15'–25'	9'	3.5"	Moderate Condition		
#12-20 RM	Ravenala madagascariensis / Traveller's Palm	Remove	28'	18'	_	Good Condition, row of 9, no visible trunk		
#21 RE	Roystonea elata / Royal Palm	Remove	24'	15'	7.5"	Moderate Condition		
 #22 SR	Syagrus romanzoffiana / Queen Palm	Remove	20'	15'	6"	Moderate / Poor Condition		



Indicates Existing Tree or Palm To Be Removed.

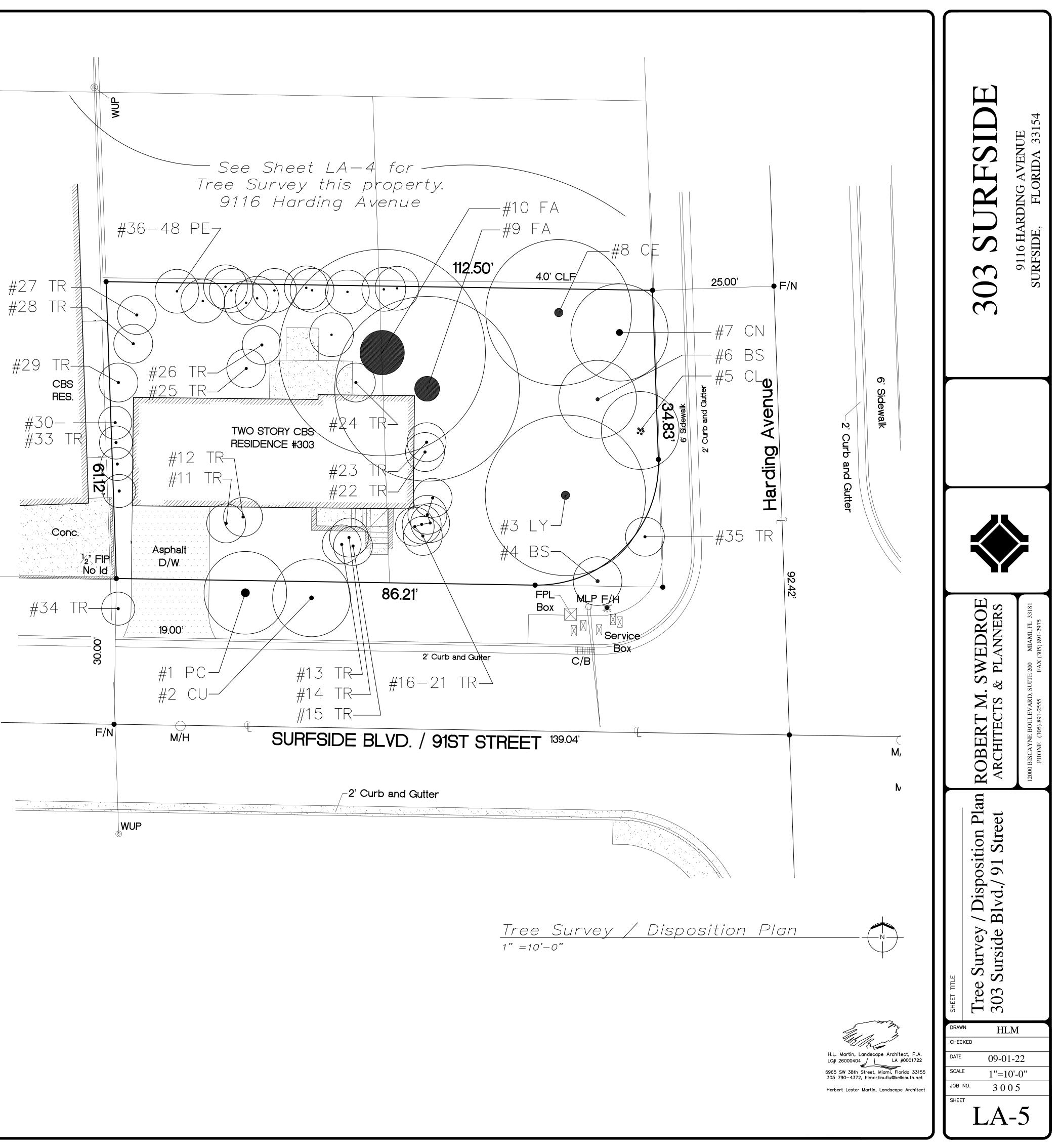


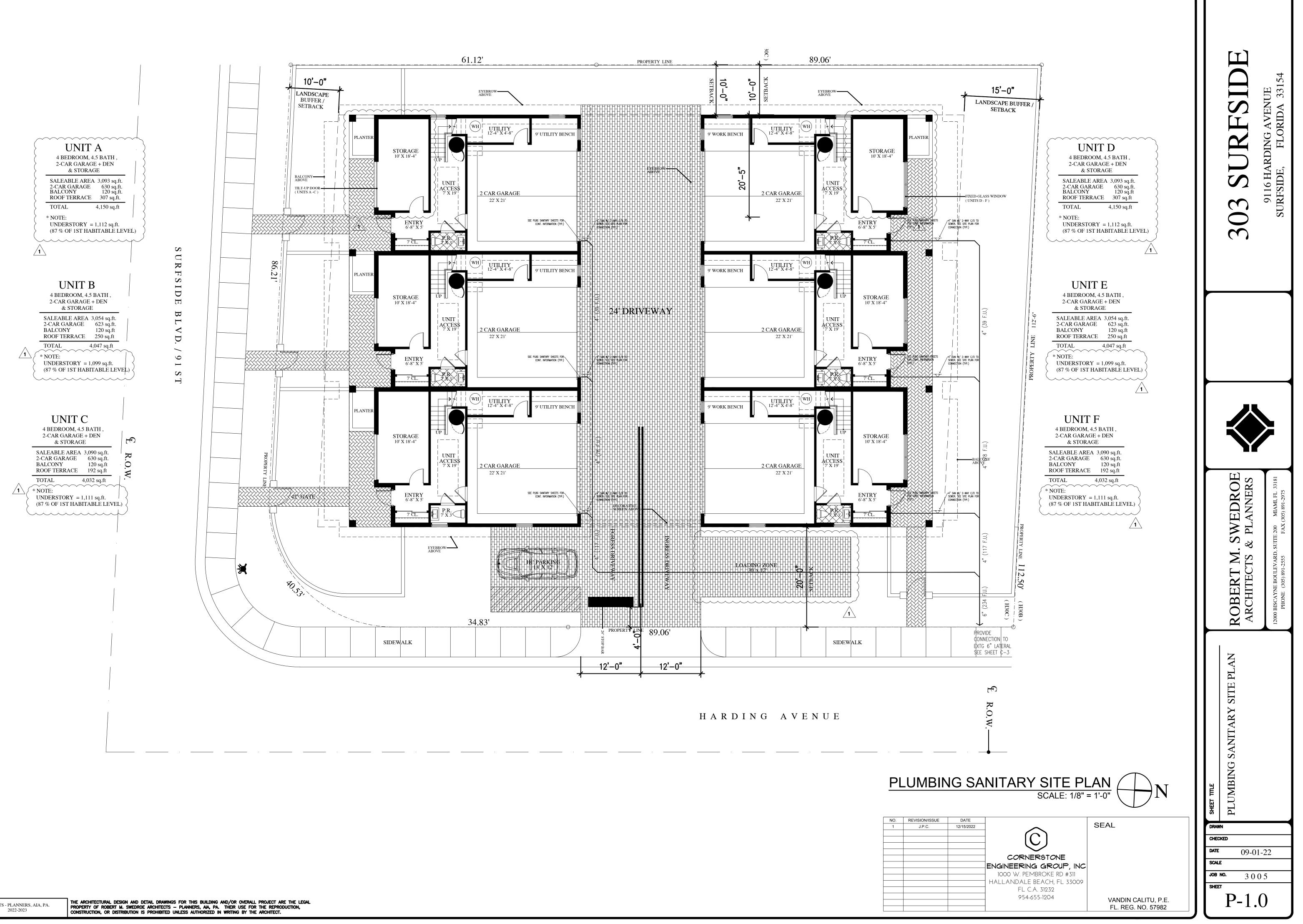
Num	Botanical / Commmon Name	Disposition		000		Description Condition	Condition & Notes
#1 PC	, Phoenix canariensis / Canary Island Date Palm	Remove	<u>нт</u> 26'	<u>SPR</u> 17'	<u></u> 20"	Poor	In R/W
#2 CU	Coccoloba uvifera / Seagrape	Remove	11'	15'	5.5"	Moderate	In R/W
#3 LY	Lysiloma latisiliqua / Wild Tamarind	Remove	18'	33'	12"	Moderate	· · · · · · · · · · · · · · · · · · ·
#4 BS	Bursera simaruba / Gumbo Limbo	Remove	16'	9'	4.5"	Good	
#5 CL	Cortea lutea / Yellow Geiger	Remove	14'	18'	20"	Poor	Leaning, exposed roots
#6 BS	Bursera simaruba / Gumbo Limbo	Remove	17'	16'	9"	Good	
#7 CN	Cocos nucifera / Coconut Palm	Remove	34'	20'	14"	Moderate	Wind Damaged
#8 CE	Conocarpus erectus / Green Buttonwood	Remove	35'	25'	16.5"	Moderate	
#9 FA	Ficus aurea / Strangler Fig	Remove	40'	38'	30"	Moderate	Codominant leaders
#10 FA	Ficus aurea / Strangler Fig	Remove	50'	45'	48"+	Moderate	Large trunk w/ aerial root:
#11 TR	Thrinax radiata / Thatch Palm	Remove	18'	8'	4"	Good	
#12 TR	Thrinax radiata / Thatch Palm	Remove	16'	6'	4"	Good	
#13 TR	Thrinax radiata / Thatch Palm	Remove	19'	8'	5"	Good	
#14 TR	Thrinax radiata / Thatch Palm	Remove	21'	8'	5.5"	Good	
#15 TR	Thrinax radiata / Thatch Palm	Remove	17'	6'	4"	Good	
#16 TR	Thrinax radiata / Thatch Palm	Remove	18'	8'	4"	Good	
#17 TR	Thrinax radiata / Thatch Palm	Remove	17'	8'	3"	Good	
#18 TR	Thrinax radiata / Thatch Palm	Remove	19'	8'	3"	Good	
#19 TR	Thrinax radiata / Thatch Palm	Remove	19'	8'	3"	Good	
#20 TR	Thrinax radiata / Thatch Palm	Remove	30'	8'	5"	Good	
#21 TR	Thrinax radiata / Thatch Palm	Remove	28'	8'	5"	Good	
#22 TR	Thrinax radiata / Thatch Palm	Remove	30'	7'	5"	Good	Curved Trunk
#23 TR	Thrinax radiata / Thatch Palm	Remove	16'	8'	4"	Good	
#24 TR	Thrinax radiata / Thatch Palm	Remove	24'	8'	4"	Good	
#25 TR	Thrinax radiata / Thatch Palm	Remove	30'	6'	4"	Good	
#26 TR	Thrinax radiata / Thatch Palm	Remove	10'	5'	3.5"	Good	
#27 TR	Thrinax radiata / Thatch Palm	Remove	16'	8'	3.5"	Good	
#28 TR	Thrinax radiata / Thatch Palm	Remove	22'	8'	4"	Good	
#29 TR	Thrinax radiata / Thatch Palm	Remove	20'	8'	4"	Good	
#30 TR	Thrinax radiata / Thatch Palm	Remove	6'	5'	4"	Good	
#31 TR	Thrinax radiata / Thatch Palm	Remove	7'	6'	4"	Good	
#32 TR	Thrinax radiata / Thatch Palm	Remove	5'	6'	4"	Good	
#33 TR	Thrinax radiata / Thatch Palm	Remove	6'	6'	4"	Good	
#34 TR	Thrinax radiata / Thatch Palm	Remove	5'	6'	4"	Good	
#35 TR	Thrinax radiata / Thatch Palm	Remove	9'	6'	4"	Good	

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Indicates Existing Tree or Palm To Be Removed. Note: Existing Thatch Palms are in good condition & could be relocated.

ROBERT M. SWEDROE ARCHITECTS - PLANNERS, AIA, PA. ALL RIGHTS RESERVED 2022-2023





RESOLUTION NO. 2022-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING/DENYING A SITE **PLAN** APPLICATION TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED AT 9116 HARDING AVENUE AND 303 SURFSIDE BOULEVARD, SURFSIDE, FLORIDA, FOR Α **MULTIFAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF UP TO 6 TOWNHOUSE DWELLING UNITS AND UP TO 14 PARKING** SPACES; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN **EFFECTIVE DATE.**

WHEREAS, 303 Surfside Blvd, LLC (the "Applicant"), fee simple owner of the property located at 9309-9317 Collins Avenue, Surfside, FL 33154 and legally described in Exhibit "A" attached hereto (the "Property"), submitted an "Application" on ______, requesting site plan approval from the Town of Surfside, Florida for a multifamily residential development with up to six townhouse units and 14 parking spaces; and

WHEREAS, the Property is currently vacant; and

WHEREAS, the Application was reviewed by the Town's Design Review Group on _____, and all Town officials or departments raised their concerns but had no objection to the Application going forward for consideration at public hearings provided adequate conditions were implemented; and

WHEREAS, on December 15, 2022, the Planning & Zoning Board, at a duly noticed and televised quasi-judicial public hearing, after reviewing the Application and hearing from its professional staff, the Applicant, and members of the public, considered the requirements of the Town Zoning Code and the Application's consistency with the Town of Surfside Comprehensive Plan and recommended the Application for approval with staff conditions; and

WHEREAS, on February 14th, 2023, the Town Commission, at a duly noticed and televised quasi-judicial public hearing, reviewed the Application and heard from its professional staff, the Applicant, and members of the public, and considered the recommendation of the Planning & Zoning Board, the requirements of the Town Zoning Code, the Application's consistency with the Town of Surfside's Comprehensive Plan, and the substantial competent evidence presented at the hearing.

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

SECTION 1. RECITALS AND FINDINGS OF FACT.

A. All recitals set forth above are incorporated into the body of this Resolution as if same were fully set forth herein.

B. The Town Commission finds that the proposed Site Plan as conditioned, is/is not in compliance with the requirements and criteria set forth in the applicable Town Code and the Comprehensive Plan.

SECTION 2. SITE PLAN APPROVAL/DENIAL. The request to approve a site plan is hereby approved/denied based on the plans submitted to the Building Department as part of the Application dated 8/31/2022 by Robert M. Swedroe, consisting of the following sheets: Survey, A-0 through A-10, C-1 through C-5, LA-1 through LA-5, and P-1, all signed and sealed September 1, 2022.

<u>SECTION 3.</u> CONDITIONS. The approval granted herein is subject to the following conditions:

A. Special Conditions.

1. <u>Prior to and throughout construction, the Applicant shall:</u>

- a. Comply with all applicable requirements of Section 14-104 of the Town Code regarding construction sites.
- b. Comply with Section 14-32 of the Town Code regarding construction hours and noise.
- c. Comply with Section 14-55 of the Town Code regarding vacant lots.
- 2. <u>Prior to Obtaining a Building Permit for New Construction, the Applicant</u> <u>shall:</u>
 - a. Provide the Building Official with all documentation required under Section 14-104 of the Town Code regarding construction sites.
 - b. To assist the Town with undergrounding of utilities to serve the Property, and/or with right-of-way improvements to enhance and beautify 91st Street between Harding Avenue and Abbott Avenue, provide the Town with the Applicant's voluntary proffer of \$70,000.00. Said funds may be used, at the Town's discretion,

for design, engineering, planning, permitting, relocation and/or construction of undergrounded utilities and/or right-of-way improvements.

- c. Demonstrate compliance with Section 14-30 of the Town Code regarding the required bond for damage to Town property.
- d. Comply with calculating the cost of construction and auditing procedures pursuant to Section 14-29 of the Town Code.
- e. Provide water/sewer fees to the Town of Surfside in the amount prescribed in Town Code Section 78-83 and calculated using all fixtures in the buildings. Said fee shall be paid prior to the issuance of a Building Permit and there shall be no offset for existing fixtures if such offset is prohibited by law.
- f. Provide the Town with an easement, in a form acceptable to the Town Attorney, for access to, and maintenance of (including replacement), water and sewer facilities located on the western portion of the subject Property.

3. <u>Prior to Temporary Certificate of Occupancy, or Permanent Certificate of</u> <u>Occupancy if a Temporary Certificate of Occupancy is not granted, the</u> <u>Applicant shall:</u>

- a. Restore and improve 91st Street adjacent to the subject property in accordance with civil plans approved by the Public Works Director, and install a six (6) foot wide sidewalk extending from Harding Avenue to Abbott Avenue.
- b. Construct replacement sidewalks, curb, and gutter on Harding Avenue to the east property line of the subject Property; removing curb cuts where no longer needed and modifying drainage structures as necessary.
- c. Tie-in to existing water and sewer mains within the Harding Avenue right-of-way.
- d. Ensure the Town's water/sewer infrastructure is ready to receive the approved utility connections referenced in condition no. 3.c above.
- e. Any damage to the existing sewer main or adjacent water main caused by the Applicant's development activities will be restored by the Applicant to the satisfaction of the Town's Public Works Director.
- f. Plant at least _____ shade trees within the restored 91st Street right-of-way for providing shade to pedestrians using the sidewalk.
- g. Restore all adjacent roadways damaged by construction to Town of Surfside standards.
- h. Post a bond in the amount and duration determined by the Town Manager or designee to ensure the survival of landscaping material installed in the right-of-way for one or more years after the Certificate of Occupancy is issued.

4. <u>General Conditions:</u>

a. Utilities will be installed underground by the Town as part of a Town-wide undergrounding project.

- b. All voluntary proffers and commitments made to the Town of Surfside pursuant to the Resolution, including but not limited to, those described in these Conditions, shall be binding upon Applicant, its heirs, successors and assigns, and, as to payments, shall be due and payable, or in the event of an action, shall be performed, in strict compliance with the manner and within the time frames set forth in these Conditions and any change in ownership, or modification of the site plan or design, whether substantial or minor in nature, shall not excuse the performance or the payments, all of which are part of the Conditions subject to which the Applicant's request for site plan approval were granted.
- c. In the event the Applicant obtains a building permit and the permit expires, it shall be required to comply with Section 14-55 entitled "Vacant lots or buildings" of the Town of Surfside Code, including but not limited to, the posting of a bond to defray the cost the Town may incur if required to secure and maintain the site, if necessary, and as may be required by the Building Official. The Applicant for this purpose shall provide a bond not to exceed five (5) percent of the construction cost, as required by the Building Official. These funds shall be used to secure the Property and the construction site in the event construction is abandoned or ceases prior to completion.
- d. The Applicant shall design the project to be certified LEED silver or its equivalent certification within 12 months of issuance of the Certificate of Occupancy and maintain such certification thereafter. Continuing compliance with this requirement shall be included as a condition of the final Certificate of Occupancy.
- e. The Applicant shall meet all requirements of the Department of Public Works and Miami-Dade County for storm drainage services.
- f. The Applicant agrees that all contractor and subcontractor agreements applicable to this development shall include a separate clause prohibiting construction workers from parking on residential streets or public parking lots and that Applicant shall submit the proposed clause for the approval of the Town Manager or designee within 45 days of the effective date of this Resolution.
- g. The Applicant shall provide monthly reports to the Town Manager of any problems or complaints with regard to workers parking their vehicles in residential neighborhoods.
- h. If the Town Manager deems necessary, the Applicant shall provide more frequent reports and develop additional preventive measures to protect the residential neighborhoods.
- i. Any change in ownership of the current Property owner shall be fully disclosed in writing to the Town Manager and Town Attorney immediately upon said change occurring. Any change of ownership of the Property shall not extend or modify any of the dates for payment or performance included in this Resolution or in any related agreements referenced in this Resolution nor shall any change of ownership

modify or excuse or extend any of the payment obligations contained in this Resolution or in any related agreements referenced in this Resolution. All payment obligations and performance obligations of any kind set forth in this Resolution and in these Conditions are binding on the Applicant, its heirs, successors and assigns.

- j. The Applicant shall only apply for a Certificate of Occupancy and Certificate of Use from the Town once in compliance with all terms and conditions of this Development Order are met and documented. The Certificate of Occupancy and Certificate of Use shall be subject to cancellation upon violation of any of the Conditions, in accordance with the law.
- k. Consistent with Section 90-44.1 of the Town of Surfside Code, all structures above the structural roof shall be constructed as non-habitable spaces and shall be used and maintained in such non-habitable condition.
- 1. The Applicant shall pay all cost recovery fees and costs prior to the issuance of a Building Permit, in accordance with Sections 90-11, 90-12 and 90-13 of the Town Code.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination by the Town Code or the conditions of this Approval and has failed to cure, or to provide an acceptable plan to timely cure, the non-compliance.

<u>SECTION 5.</u> <u>SEVERABILITY CLAUSE</u>. In the event any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 15th day of February, 2023.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC, Town Clerk

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

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

> STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

I, Sandra N. McCready, Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2022-_____ adopted by the Town Commission at its meeting held on the 12th day of April 2022.

Issued: _____

Sandra McCready, MMC Town Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 1 and 2, less the North 39' thereof, Block C, of: "SEAWAY SUBDIVISION", according to the Plat Thereof as Recorded in Plat Book 34, Page 69, of the Public Records of Miami-Dade County, Florida. Folio #:14-2235-003-0010

And

The North 39' of Lots 1 & 2 and all of Lot 6, Block C, of: "SEAWAY", according to the Plat Thereof as Recorded in Plat Book 34, Page 69, of the Public Records of Miami-Dade County, Florida.

Folio #:14-2235-003-0020



MEMORANDUM

ITEM NO. 2B.

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

From: Acting Town Manager Hector Gomez

Date: February 14, 2023

Subject: 9100 Collins Avenue - Market Hall

Staff finds the proposal complies with the Town's Comprehensive Plan in that the development provides for ancillary uses associated with the Surf Club/Four Seasons overall site plan. Staff also finds the proposal complies with the Zoning Code since the building's ancillary uses are not evident from the outside of the building and no direct building access is provided except via an internal lobby area.

The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation impacts can be accommodated with one way access from Harding Avenue and exiting to Collins Avenue with an on-site loading zone. The Town's water main will need to be re-routed around the building per the Public Work's Department review.

Development of the vacant parcel will have a favorable impact on the economy of the Town and the design of the building will be consistent with the community character of the Harding Avenue – Collins Avenue neighborhood. It is recommended that the Town Commission approve this application subject to:

• The continued pursuit of and funding for improvements for a signalized pedestrian crossing at the 91ST Street intersection with Collins Avenue and the Surf Club/Four Seasons uses on the east side of Collins Avenue by the applicant.

This application is a request to amend the previously approved site plan for the property located at 9100 Collins Avenue known as the Surf Club Market Hall. The parcel is located at 9100 Collins Avenue in the H40 Zoning District. The property site (see Figure 1) is the last remaining vacant parcel previously approved as part of the Four Seasons Surf Club site plan approval in Resolution No. 17-2458 as amended. This parcel was originally approved in 2012 with subsequent revisions.

This parcel provides ancillary uses to the overall site plan of the Surf Club/Four Seasons complex which contains a historic building, a 77-room hotel, 156 residential dwelling units, a spa, restaurants, retail uses, cabanas and parking. The east lot contains Buildings 1 & 2 which

include the historic building, hotel, spa, restaurants and 128 parking spaces. The SW Building 4 is located on the west side of Collins Avenue on the south side of 91st Street. The SW building is a multistory parking garage with 374 parking spaces.

This application for a site plan amendment is for the NW Building 3 which will have an underground parking level and 3 levels of ancillary uses which serve the overall Surf Club/Four Seasons development. The building is designed to minimize the visual identification of the building's internal uses. The ground level floor includes the entrance to the underground parking level, a courtyard entrance to the internal lobby with access to all the internal uses provided via the internal lobby. Tables 1 through 3 in the Planning and Zoning Staff Memo attached provide information on site characteristics, floor area uses and parking requirements.

The ground level includes the Surf Club/Four Seasons Business Center, the Market Hall, Back of Hall (BOH) uses and elevators to the upper floors. An outdoor patio area is provided on the south side of Market Hall adjacent to 91st Street. This area can only be accessed internally from Market Hall and not directly accessed from the public sidewalk. The second level is totally oriented to the Surf Club/Four Seasons BOH uses. The third level provides for the Surf Club/Four Seasons Executive Offices. The roof level provides one tennis court, a courtyard open to the lower floors and a green roof.

The building height is measured from a datum set at 10.83 feet NGVD to the elevator overrun at 62.83 feet NGVD which is consistent with the H40 height requirements. The road crown for Collins Avenue varies between 10.70 NGVD to 10.99 NGVD which is in the appropriate elevation range to comply with the height requirements. The building setbacks included in the 2017 site plan approval were 20 feet for Collins Avenue, 10 feet for 91ST Street, 10 Feet for Harding Avenue and 10 Feet for the north property line. These setbacks are retained in the 2022 site plan amendment.

The landscape plan does not address compliance with the Town's 40% Florida Friendly requirements. However well over 40% of plant species listed will be Florida native and so the plans are in compliance although it is not noted on the plans. Pervious area requirements for H40 are 20% and 21% is provided in the landscape plan. Several Medjool Date Palms are proposed along 91st Street with will provide shade to the sidewalk.

The Design Review Group (DRG) met on October 17, 2022 to discuss and review the proposed site plan request. The DRG agreed to move the site plan amendment to the Planning and Zoning Board for review. The Planning and Zoning Board reviewed and approved the plans on December 15th, 2022 subject to the following comments:

- Analyze the need and fund improvements for a signalized pedestrian crossing at the 91ST Street intersection with Collins Avenue and the Surf Club/Four Seasons uses on the east side of Collins Avenue.
- Include prior conditions and requirements of the former resolution to be incorporated.
- Identify the road crown elevation utilized to measure the building height.
- Provide information to support the stated parking requirements for the Business Center and Four Seasons Executive Offices.
- Provide table in landscape plan package which verifies compliance with 40% Florida Friendly species per the Town Code.

These comments have been substantially addressed. Details on landscaping and parking are available in the submitted plans set. They also demonstrate that the height of the structure complies with the Code restrictions. The signalized pedestrian crossing is being reviewed by FDOT presently.

Applicant Submitted Package: The Applicant submitted the following items relative to the Site Plan Application: Letter of intent, Site Plan Amendment Application, Architectural Plan Set, Landscape Plans, Civil Engineering Plans and survey.

Attachment A - Staff Memo to Planning and Zoning Board 12.15.22

Attachment B - 9100 Collins Avenue Agenda Packet.pdf

Resolution Site Plan.DOCX



Town of Surfside, Florida Development Review

Memorandum

То:	Planning and Zoning Board
Thru:	Andrew Hyatt, Town Manager
Thru:	Judith Frankel, Town Planner
From:	Walter Keller, PE, AICP., Consultant Planner
	Marlin Engineering, Inc.
CC:	Jason Greene, Assistant Town Manager
	Lillian Arango, Town Attorney
	James McGuinness, Town Building Official
Date	December 9, 2022 Revised
RE:	9100 Collins Avenue – Market Hall – SC West Condominiums, LLC
	Site Plan Amendment

Staff Recommendation: Development review requirements for this type of project follow *Sec 90-20(2)(a)* of the Zoning Code which requires.

- The development, as proposed, conforms to the Comprehensive Plan and the Zoning Code
- The development, as proposed, will have a favorable or unfavorable impact on the environment and natural resources, including a consideration of the means and estimated cost necessary to minimize the adverse impacts, if any
- The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside
- The development, as proposed, will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities which have been constructed or planned and budgeted for construction in the area
- The development, as proposed, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, public streets, and roads, which have been planned and budgeted for construction in the area, and if the development is or will be accessible by private or public roads or streets
- The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation; and,
- In the event of redevelopment, the Applicant shall also submit a detailed plan for demolition.



Staff finds the proposal complies with the Town's Comprehensive Plan in that the development provides for ancillary uses associated with the Surf Club/Four Seasons overall site plan. Staff also finds the proposal generally complies with the Zoning Code since the building's ancillary uses are not evident from the outside of the building and no direct building access is provided except via an internal lobby area.

The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation impacts can be accommodated with one way access from Harding Avenue and exiting to Collins Avenue with an on-site loading zone. The Town's water main will need to be re-routed around the building per the Public Work's Department review.

Development of the vacant parcel will have a favorable impact on the economy of the Town and the design of the building will be consistent with the community character of the Harding Avenue – Collins Avenue neighborhood.

It is recommended the Planning and Zoning Board approve forwarding the Applicant's Site Plan Amendment package to the Town Commission subject to the resolution of the following comments.

- Analyze the need and fund improvements for a signalized pedestrian crossing at the 91ST Street intersection with Collins Avenue and the Surf Club/Four Seasons uses on the east side of Collins Avenue.
- Include prior conditions and requirements of the former resolution to be incorporated.
- Identify the road crown elevation utilized to measure the building height.
- Provide information to support the stated parking requirements for the Business Center and Four Seasons Executive Offices.
- Provide table in landscape plan package which verifies compliance with 40% Florida Friendly species per the Town Code.
- Additional landscape comments are forthcoming.



Background: This application is a request to amend the previously approved site plan for the property located at 9100 Collins Avenue known as the Surf Club Market Hall. The parcel is located at 9100 Collins Avenue in the H40 Zoning District. The property site (see Figure 1) is the last remaining vacant parcel previously approved as part of the Four Seasons Surf Club site plan approval in Resolution No. 17-2458 as amended. This parcel was originally approved in 2012 with subsequent revisions.

This parcel provides ancillary uses to the overall site plan of the Surf Club/Four Seasons complex which contains a historic building, a 77 room hotel, 156 residential dwelling units, a spa, restaurants, retail uses, cabanas and parking. The east lot contains Buildings 1 & 2 which include the historic building, hotel, spa, restaurants and 128 parking spaces. The SW Building 4 is located on the west side of Collins Avenue on the south side of 91st Street. The SW building is a multistory parking garage with 374 parking spaces.

This application for a site plan amendment is for the NW Building 3 which will have an underground parking level and 3 levels of ancillary uses which serve the overall Surf Club/Four Seasons development. The building is designed to minimize the visual identification of the building's internal uses. The ground level floor includes the entrance to the underground parking level, a courtyard entrance to the internal lobby with access to all the internal uses provided via the internal lobby. Tables 1 through 3 provide information on site characteristics, floor area uses and parking requirements.

The ground level includes the Surf Club/Four Seasons Business Center, the Market Hall, Back of Hall (BOH) uses and elevators to the upper floors. An outdoor patio area is provided on the south side of Market Hall adjacent to 91st Street. This area can only be accessed internally from Market Hall and not directly accessed from the public sidewalk. The second level is totally oriented to the Surf Club/Four Seasons BOH uses. The third level provides for the Surf Club/Four Seasons Executive Offices. The roof level provides one tennis court, a courtyard open to the lower floors and a green roof.

The building height is measured from a datum set at 10.83 feet NGVD to the elevator overrun at 62.83 feet NGVD which is consistent with the H40 height requirements. The road crown for Collins Avenue varies between 10.70 NGVD to 10.99 NGVD which is in the appropriate elevation range to comply with the height requirements. The building setbacks included in the 2017 site plan approval were 20 feet for Collins Avenue, 10 feet for 91ST Street, 10 Feet for Harding Avenue and 10 Feet for the north property line. These setbacks are retained in the 2022 site plan amendment.

The landscape review is being finalized. The landscape plan does not address compliance with the Town's 40% Florida Friendly requirements. Pervious area requirements for H40 are 20% and 21% is provided in the landscape plan.

The Design Review Group (DRG) met on October 17, 2022 to discuss and review the proposed site plan request. The DRG agreed to move the site plan amendment to the Planning and Zoning Board for review.



Applicant Submitted Package: The Applicant submitted the following items relative to the Site Plan Application: Letter of intent, Site Plan Amendment Application, Architectural Plan Set, Landscape Plans, Civil Engineering Plans and survey.

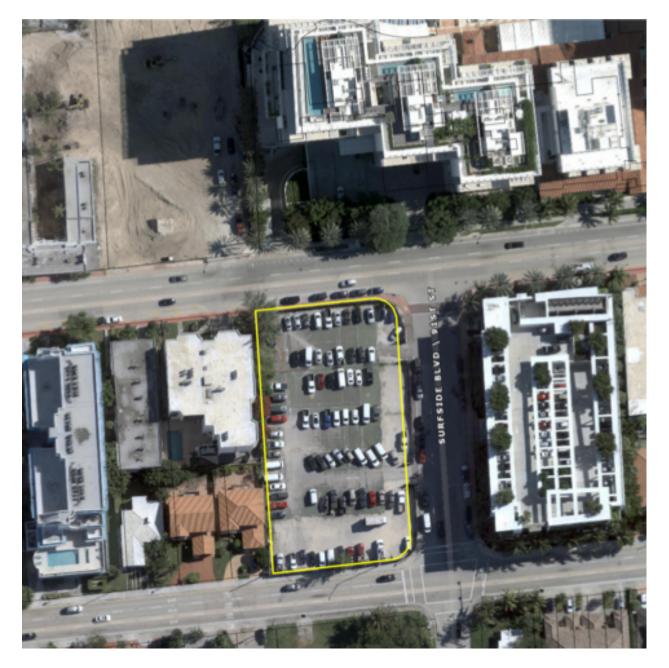


Figure 1 – 9100 Collins Avenue – Site Location from MDC Property Appraiser



Table 1 – 9100 Collins Ave – Surf Club Market Hall - Site Characteristics & Zoning

Address	9100 Collins Avenue				
General Location	E. side of Harding Ave, N. side of 9	1 st St and W. side of Collins Ave			
Property Size	37,829 SF or 0.868 Ac				
Zoning District	H40				
Adjacent Zoning Districts	H40 to the North and South; H120	to the East			
	H30C to the North and West				
Future Land Use	Moderate High Density Residential				
Units Permitted	(H40) 79 Dwelling Units (DUs) per	Acre x 0.868 acres = 68 DUs			
Units Proposed	DUs were removed in 2019 Site Pla	an Amendment			
Land Use & Floor Area	See Table 2				
Level & Floor Area Use	Land Use	Proposed Floor Area			
Underground Level	65 Parking Spaces	28,385 SF			
Level 1 - Ground Floor	2 ADA Parking Spaces	22,473 SF			
	Lobby, Market Hall/Kitchen				
	Business Ctr, BOH, Patio				
Level 2 - Surf Club/Four Seasons	BOH Uses, Courtyard, Terraces	27,605 SF			
Level 3 - Surf Club/Four Seasons	Executive Offices, Terraces	26,854 SF			
Roof Level	Tennis Court, Green Roof	26,465 SF			
Pervious Area	20%	21% (7,959 SF)			
Building Height H40	52 Feet (Max Height)	52 Feet			
Setbacks					
Collins Avenue	20 Feet	20 Feet			
Harding Avenue	10 Feet	10 Feet			
Secondary Frontage	10 Feet	10 Feet			
Interior Side	10 Feet	10 Feet			
Projections	Maximum	Proposed			
Ordinary Projections	24 Inches	Architectural Frame			
Unenclosed Balconies-88 th St	5 Feet	5 Feet			
Unenclosed Balconies- Int. Side	2.5 Feet	N/A			

Parking Characteristics

See Tables 2 and 3



Table 2 - 9100 Collins Ave - Surf Club Market Hall - Existing & Proposed Land Uses

		Previous	Proposed	Parking Su	ummary	
Use	Level	Approval	Amendment	Pkg Rate	Required	Provided
Market Hall (SF)	1	9,315	4,730	1 per 250 SF	19	19
Market Hall Kitchen (SF)	1		1,488	-	-	-
General Office	-	14,497	0	-	-	-
Business Center	1	0	6,075	-	-	-
Four Seasons BOH	2	0	18,490	-	-	-
Four Seasons Exec Offices	3	0	15,944	-	-	-
Food Terrace (Seats)	1	24	24	1 per 4 Seats	6	6
Total Building Area (SF)		113,474	99,603	Parking Spaces	25	67

Source: Alfonso Jurado Architecture



Table 3 - Surf Club Overall Parking Requirements

	Previous	Proposed	Parking S	Summary	
Use	Approval	Amendment	Pkg Rate	Required	Provided
East Lot (Bldgs 1 and 2)					128
Hotel (rooms)	77		1 per Room	77	
Café/Restaurant (SF)	2,300		1 per 100 SF	23	-
Restaurant (SF)	3,200		1 per 100 SF	32	-
Spa (SF)	7,825		1 per 300 SF	26	-
Retail (SF)	955		1 per 300 SF	3	-
DUs - 1 Bedroom	25		1.5 per Room	38	
DUs - 2 Bedroom	56		2.0 per Room	112	
DUs - 3 Bedroom	29		2.0 per Room	58	
DUs - 4+ Bedroom	46		2.25 per Room	104	
Guest Spaces (for Residential Dus)			1 per 20 Dus	8	
NW Bldg 3					67
Market Hall (SF)	9,315	4,730	1 per 250 SF	19	
Market Hall Kitchen (SF)		1,488	-		
Food Terrace (Seats)	24	24	1 per 4 Seats	6	
Other Surf Club Ancillary Uses	104,159	93,385	-		
					074
SW Bldg 4					374
Parking Garage					
Total Building 3 Area (SF)	113,474	99,603	Surf Club Pkg Spaces	506	569

Source: Marlin Engineering, Inc.



DRB Meeting	// 20
Application / Plans Due	/ / 20

TOWN OF SURFSIDE MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION

A complete submittal includes all items on the "Multifamily and Non-Residential Site-Plan Application Submission Checklist" document as well as completing this application in full. The owner and agent must sign the application with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

PROJECT INFORMATION										
OWNER'S NAME	SC West Condominiums, LL	_C								
PHONE / FAX	305-381-6060 / 305-381-94	305-381-6060 / 305-381-9457								
AGENT'S NAME	c/o John K. Shubin, Esq. an	c/o John K. Shubin, Esq. and Ian E. DeMello, Esq.								
ADDRESS	Shubin & Bass, P.A. 46 SW	1st Street, Third Floor, Miami, FL 33	130							
PHONE / FAX	305-381-6060 / 305-381-94	57								
PROPERTY ADDRESS	9100 Collins Avenue Surfsid	e, Florida 33154	* *							
ZONING CATEGORY	H40									
DESCRIPTION OF PROPOSED WORK	Application to Amend Portic	ons of Approved Site Plan								
INTERNAL USE ONLY										
Date Submitted		Project Number								
Report Completed		Date								
Fee Paid	\$									
ZONING STANDARDS	Required N/A	Provided								
Plot Size Setbacks (F/R/S)	20' 10'	10' 20' 10'	10'							
Lot Coverage	N/A									
Height	40' Max									
Pervious Area	20%	<u>40'</u> 21%								
12 Sin th	× philos		8/15/22							
SIGNATURE OF OWNER	DATE	SIGNATURE OF AGENT	DATE							

Town of Surfside - Multi-Family and Non-Residential Site Plan Application



TOWN OF SURFSIDE MULTI-FAMILY AND NON-RESIDENTIAL SITE-PLAN APPLICATION PLANNING AND ZONING BOARD Rules and Procedures (June 2002)

The Planning and Zoning Board shall generally meet the last Thursday of each month at 7:00 pm. at Town Hall.

Plans and completed applications (including all supporting documentation) must be submitted to the Building Department at least 21 days prior to the meeting, with the payment of applicable fees (example: \$200.00 for Plan Review for Zoning), at which time they will be considered. Incomplete plans and applications will not be processed.

The applicant or duly authorized agent (per ownership affidavit) must be present at the meeting. If there are no applications for consideration by the Planning and Zoning Board, the monthly meeting may be cancelled at the discretion of the Chairman of the Board.

Please advise the name of the Representative wh	o will attend the hearing on	behalf of this application:
John K. Shubin, Esq. and Ian E. DeMello, Esq.	8/15/22	
NAME OF REPRESENTATIVE	DATE	



TOWN OF SURFSIDE

9293 HARDING AVENUE SURFSIDE, FLORIDA 33154 (305) 861-4863 • FAX: (305) 861-1302 WWW.TOWNOFSURFSIDEFL.GOV

October 15, 2019

Alexander Tachmes, Esq. Shutts & Bowen 200 South Biscayne Boulevard, Suite 4100 Miami, FL 33131

RE: Modification of interior square footage Project #19-805 SC West Condominiums, LLC

Dear Mr. Tachmes,

I have reviewed the amended plans provided by the Kobi Karp & Associates, dated October 10, 2019 for "The Surf Club" and have approved the revision.

Attached please find the stamped copy for your records.

Sincerely, TOWN OF SURFSIDE

 Sarah Sinatra Gould, AICP Town Planner



Surf Club 9011 Collins Ave. Surfside, FL 33154 Site Plan Amendment Package October 7, 2022

Project Narrative

The revised project proposes to add 29,057 SF of space which is broken down into a Business Center, Four Seasons Back of House, and Four Seasons Executive Offices. The ground floor now has a 6,075 SF Business Center, level 2 will house Four Seasons Back of House and level 3 will house Four Seasons executive offices. The office space is arranged around an open-air courtyard. The treatment of the exterior skin of each level is composed of areas of full height glazing alternating with limestone clad panels. Balconies break up the facade and provide exterior spaces on each level. The roof top tennis court remains as previously approved. A vegetated roof is being proposed for the unoccupied portions of the building's roof. The ground floor Market Hall remains largely unchanged with its full kitchen, support spaces and outdoor seating. The four levels of above grade parking fronting on Harding Ave have been removed.

There are no significant changes proposed to the project setbacks, pervious area or lot coverage. The building height remains 40' above the reference elevation taken from the crown of the road on Collins Ave.

The total gross area of the proposed building is 99,603 GSF. The previously approved project was 113,474 SF.

Below, for reference, is a breakdown of the programmatic areas of the project compared to the previous approval:

SURF CLUB APP	PAR	KING SUMM	ARY			
USE	PREVIOUS APPROVED	PROPOSED AMENDMENT	FACTOR	REQUIRED	PROVIDED	
MARKET HALL (SF)	9,315	6,218	1/250	19	21	
GENERAL OFFICE	14,497	0	0	0	0	
BUSINESS CENTER	0	6,075	0	0	0	
FOUR SEASONS BACK OF HOUSE	0	18,490	0	0	0	
FOUR SEASONS EXECUTIVE OFFICES	0	15,944	0	0	0	
FOOD TERRACE	24 Seats	24 Seats	1/4	6	6	
OVERALL BUILDING AREAS	113,474	99,603	TOTAL	25	67	

Respectfully,

Alfonso Jurado, R.A., LEED AP



Via Email

November 4, 2022

Mr. Andrew Hyatt Town Manger Town of Surfside 9293 Harding Avenue Surfside, FL 33154

Re: Market Hall - Application for Modification to Approved Site Plan ("Application") – Amended Letter of Intent

Dear Town Manager Hyatt:

On behalf of this firm's client, SC West Condominiums, LLC ("Applicant"), the owner and developer of property located at 9100 Collins Avenue, Surfside, FL and known as Market Hall (the "Property"), we submit this Amended Letter of Intent in support of Applicant's proposed amendments to the site plan approved pursuant to Resolution No. 17-2458, as amended in 2019 (the "Prior Approval").¹

Approved as part of the Four Seasons Surf Club, which brought a first-class hotel and residences to the Town of Surfside, Market Hall will provide a 4,730 sqft. ground-floor market with a full kitchen, gourmet food selections, and outdoor seating. To meet current and future needs of the Surf Club, Four Seasons Hotel, and Four Season's residents, the Applicant proposes additional ancillary, common area exclusively for resident and hotel use, such as additional administrative back of house space, a hotel business center, and executive office space. More specifically, the Applicant is requesting amendments to the approved site plan that include:

- (i) 6,075 sqft. business center exclusively for Surf Club Four Seasons Hotel resident and hotel guest use;
- (ii) 18,490 sqft. administrative back of house space for Surf Club Four Seasons Hotel administrative needs;
- (iii) 15,944 sqft. executive office space exclusively for Surf Club Four Seasons Hotel resident and hotel guest use;
- (iv) a reduction in kitchen space from 2,600 sqft. to 1,488 sqft.;
- (v) replacing above-grade parking with one level of 67 underground parking spaces; and

¹ The amended plans dated October 10, 2019 and prepared by Kobi Karp Architecture and Interior Design, Inc. were approved by the Town Planner on October 15, 2019.

(vi) exterior design revisions (collectively, the "Amended Site Plan").

The previously approved setbacks, pervious area, and building height will remain and no additional amendments to the Prior Approval are requested. The full details of the proposed amendments are included in proposed Site Plan Amendment sheets A1.00; A1.10; A1.12; A2.00; A2.01; A2.02; A3.01; A3.02; A3.03; A3.04; A3.05; A4.02; A5.04, attached to this Application.

The Application for amendments is consistent with the Town Code, Comprehensive Plan and the design guidelines of the Town and we respectfully request approval. Thank you in advance for your consideration and, as always, should you have any questions, please don't hesitate to contact us.

Sincerely, John K. Shubin

Ian E. DeMello For the firm



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KBP CONSULTING, INC.

MEMORANDUM

To:	Alexia Kovar Burak Sumru
From:	Karl Peterson, P.E.
Date:	August 12, 2022
Subject:	Market Hall – Surfside, Florida Trip Generation Analysis

Market Hall is a proposed mixed-use building (office and retail) to be located at 9100 Collins Avenue in Surfside, Miami-Dade County, Florida. The proposed development program consists of a three-story building (plus basement parking and a green roof-top) with 43,494 square feet of office space and 6,234 square feet of retail / market space (inclusive of a 1,488 square foot kitchen). The subject development is an element of The Surf Club development program generally located on the east side of Collins Avenue between 90th Street and 91st Street.

Traffic analyses have previously been conducted for the overall development program. The initial approval consisted of a condominium / hotel with 285 keys. The trip generation analysis associated with this approval was based upon trip generation rates and equations contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual (8th Edition)*. The second approval considered a modified development program consisting of a condominium / hotel with 233 keys, a 6,898 square foot supermarket and 10,957 square feet of office space. The trip generation analysis for this development scenario was based upon the 9th Edition of the ITE's *Trip Generation Manual*.

In order to address the trip generation characteristics of the currently existing and proposed development program, a trip generation analysis has been conducted utilizing the data, rates and equations presented in the ITE *Trip Generation Manual (11th Edition)*. (It is noted that the condominium / hotel element of this development program has been completed and consists of 156 multifamily housing (high-rise) dwelling units and 77 rooms in a resort hotel format.) The appropriate AM and PM peak hour trip generation rates applied in this analysis are presented below.

Multifamily Housing (High-Rise) - ITE Land Use #222

- **AM** Peak Hour: T = 0.27 (X) (34% in / 66% out)
- □ PM Peak Hour: T = 0.32 (X) (56% in / 44% out) where T = number of trips and X = number of dwelling units

Resort Hotel – ITE Land Use #330

- **AM** Peak Hour: T = 0.32 (X) (72% in / 28% out)
- □ PM Peak Hour: T = 0.41 (X) (43% in / 57% out) where T = number of trips and X = number of rooms

KBP CONSULTING, INC.

General Office Building – ITE Land Use #710

- **AM** Peak Hour: T = 1.52 (X) (88% in / 12% out)
- □ PM Peak Hour: T = 1.44 (X) (17% in / 83% out) where T = number of trips and X = 1,000 square feet of gross floor area

Strip Retail Plaza (<40k) – ITE Land Use #822

- □ AM Peak Hour: T = 2.36 (X) (60% in / 40% out)
- □ PM Peak Hour: T = 6.59 (X) (50% in / 50% out) where T = number of trips and X = 1,000 square feet of gross leasable area

The trip generation analysis of the currently existing and proposed development has been conducted and is presented in Table 1 on the following page. This analysis also takes into consideration internalization of trips between land uses, pass-by trips associated with the retail / market component and a multimodal reduction to account for trips likely to occur by walking, biking and transit. AM and PM peak hour trips attributed to the prior approvals have been obtained from the previous analyses specific to this site. Excerpts from the referenced ITE *Trip Generation Manual* are presented in Attachment A to this memorandum and the internalization analyses are presented in Attachment B.

As indicated in Table 1 on the following page, the proposed Market Hall development along with the traffic volumes associated with The Surf Club (existing) is projected to generate 123 AM peak hour vehicle trips and 133 PM peak hour vehicle trips. When compared with the most recent approval (condominium / hotel, supermarket and office space), this represents a decrease of 16 AM peak hour vehicle trips and a decrease of 30 PM peak hour vehicle trips. When compared with the original approval for a 285-unit condominium / hotel development, the number of trips associated with the currently proposed development program represents a decrease of 37 AM peak hour vehicle trips and a decrease of 35 PM peak hour vehicle trips. As a result of the reduced trip generation intensity, no further traffic analyses are warranted at this time.

KBP CONSULTING, INC.

Table 1							
Trip Generation Summary Market Hall - Surfside, Florida							
	viarket Hall - Suris	ide, Florid	а				
		AM Peak Hour Trips		Trips	PM Peak Hour Trips		
Land Use	Size	In	Out	Total	In	Out	Total
Initial Approval ¹							
Condo-Hotel (LUC #310)	285 Keys	97	63	160	88	80	168
Total		97	63	160	88	80	168
Second Approval ²							
Condo-Hotel (LUC #310)	233 Keys	73	50	123	71	69	140
Supermarket (LUC #850)	6,898 SF	14	9	23	33	32	65
Office (LUC #710)	10,957 SF	15	2	17	3	13	16
Sub-Total		102	61	163	107	114	221
	Internalization	(7)	(7)	(14)	(16)	(16)	(32)
	Pass-By	(4)	(2)	(6)	(11)	(9)	(20)
	Transit	(3)	(1)	(4)	(3)	(4)	(7)
Total		88	51	139	78	85	163
Currently Existing & Proposed ³							
Existing							
Condo-Hotel							
- Multifamily Housing (High-Rise) (LUC #222)	156 DU	14	28	42	28	22	50
- Resort Hotel (LUC #330)	77 Rooms	18	7	25	14	18	32
Proposed		-		-		-	-
Office (LUC #710)	43,494 SF	58	8	66	11	52	63
Retail / Market	6,234 SF	9	6	15	21	20	41
Sub-Total		99	49	148	74	112	186
- Internalization (5.22%, 15.68%)		(4)	(4)	(8)	(14)	(14)	(28)
Driveway Volumes		95	45	140	60	98	158
- Pass-by Trips (for Retail) - 40%		(2)	(2)	(4)	(6)	(5)	(11)
Sub-Total		93	43	136	54	93	147
- Multimodal Reduction (Walk/Bike/Transit) - 10%		(9)	(4)	(13)	(5)	(9)	(14)
Total		84	39	123	49	84	133
Difference (Currently Existing & Proposed - Second Approval)		(4)	(12)	(16)	(29)	(1)	(30)
Difference (Currently Existing & Proposed - Initial Approval)		(13)	(24)	(37)	(39)	4	(35)

Compiled by: KBP Consulting, Inc. (August 2022).

¹ Based on Institute of Transportation Engineers (ITE) Trip Generation Manual (8th Edition).

² Based on Institute of Transportation Engineers (ITE) Trip Generation Manual (9th Edition).

³ Based on Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition).

Attachment A

Market Hall – Surfside, Florida

Relevant Excerpts from the ITE Trip Generation Manual (11th Edition)

Land Use: 222 Multifamily Housing (High-Rise)

Description

High-rise multifamily housing includes apartments, townhouses, and condominiums. Each building has more than 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevators, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (mid-rise) (Land Use 221), offcampus student apartment (high-rise) (Land Use 227), and high-rise residential with ground-floor commercial (Land Use 232) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the 12 sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 1.6 residents per occupied dwelling unit.

For the 26 sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 98 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the 12 sites for which data were provided for both occupied dwelling units and residents, there was an average of 1.6 residents per occupied dwelling unit.

For the 26 sites for which data were provided for both occupied dwelling units and total dwelling units, an average of 98 percent of the units were occupied.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 2000s, and the 2010s in California, District of Columbia, Maryland, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, and Virginia.

Source Numbers

105, 168, 169, 237, 321, 356, 818, 862, 901, 910, 949, 963, 964, 966, 967, 1056, 1057, 1076, 1077



Multifamily Housing (High-Rise) Not Close to Rail Transit (222)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 45

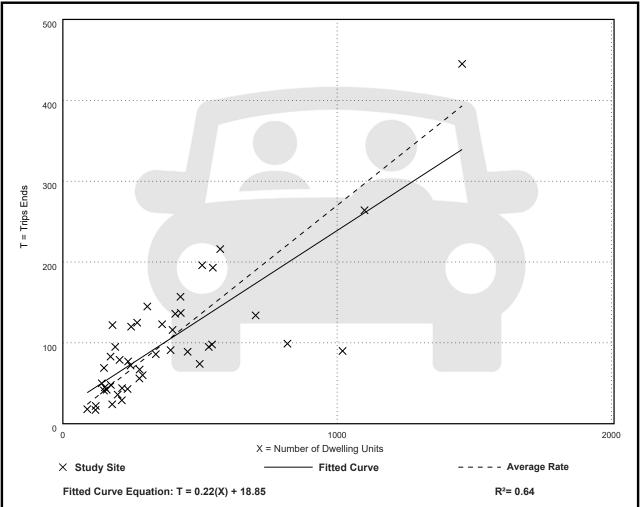
Avg. Num. of Dwelling Units: 372

Directional Distribution: 34% entering, 66% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.27	0.09 - 0.67	0.11

Data Plot and Equation





Multifamily Housing (High-Rise) Not Close to Rail Transit (222)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 45

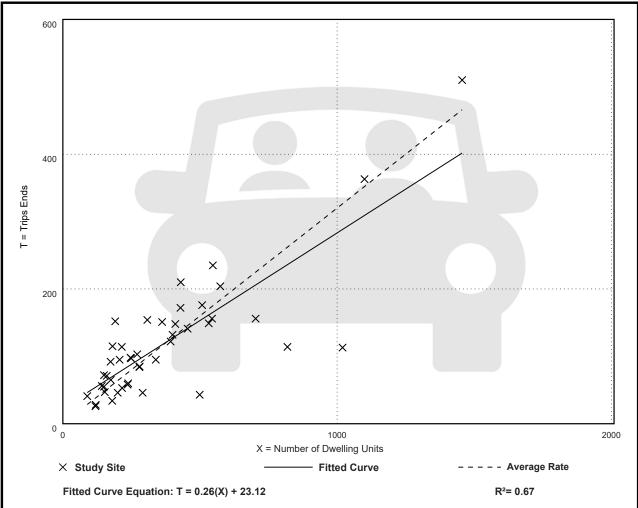
Avg. Num. of Dwelling Units: 372

Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.32	0.09 - 0.80	0.13

Data Plot and Equation





Land Use: 330 Resort Hotel

Description

A resort hotel is similar to a hotel (Land Use 310) in that it provides sleeping accommodations, full-service restaurants, cocktail lounges, retail shops, and guest services. The primary difference is that a resort hotel caters to the tourist and vacation industry, often providing a wide variety of recreational facilities/programs (e.g., golf courses, tennis courts, beach access, or other amenities) rather than convention and meeting business. Hotel (Land Use 310), all suites hotel (Land Use 311), business hotel (Land Use 312), and motel (Land Use 320) are related uses.

Additional Data

It is recognized that some resort hotels cater to convention business as well as the tourist and vacation industry. The sites in the database do not have convention facilities. A resort hotel with convention facilities is likely to have a different level and pattern of trip generation than is presented in the data plots.

Nine studies provided information on room occupancy at the time of data collection. The average occupancy rate for these sites was approximately 88 percent.

Some properties in this land use provide guest transportation services (e.g., airport shuttle, limousine service, golf course shuttle service) which may have an impact on the overall trip generation rates.

The sites were surveyed in the 1980s and the 1990s in California, Florida, and South Carolina.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms in order to accurately predict trip generation characteristics for the site.

Source Numbers 270, 381, 436



Resort Hotel (330)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 6

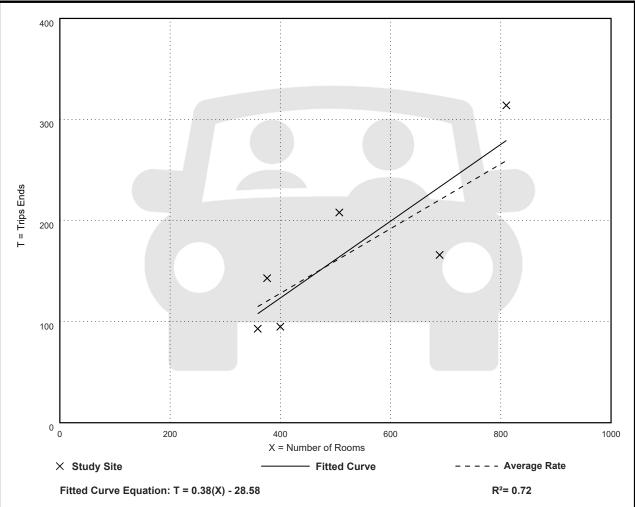
Avg. Num. of Rooms: 524

Directional Distribution: 72% entering, 28% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.32	0.24 - 0.41	0.08

Data Plot and Equation



Resort Hotel (330)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 9

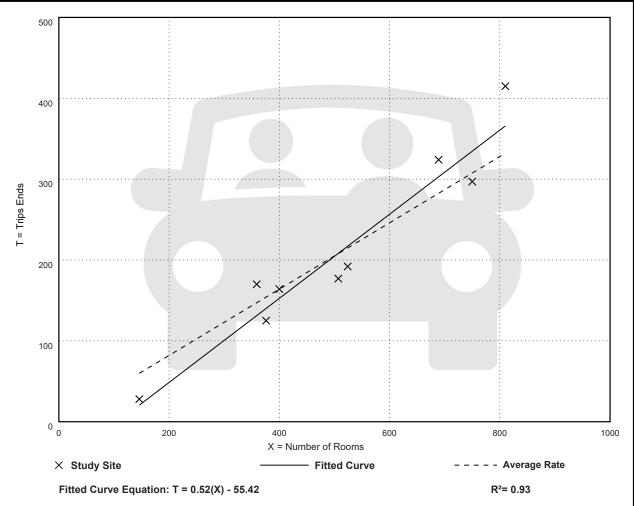
Avg. Num. of Rooms: 507

Directional Distribution: 43% entering, 57% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.41	0.19 - 0.51	0.08







Land Use: 710 General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- · 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator



The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 221

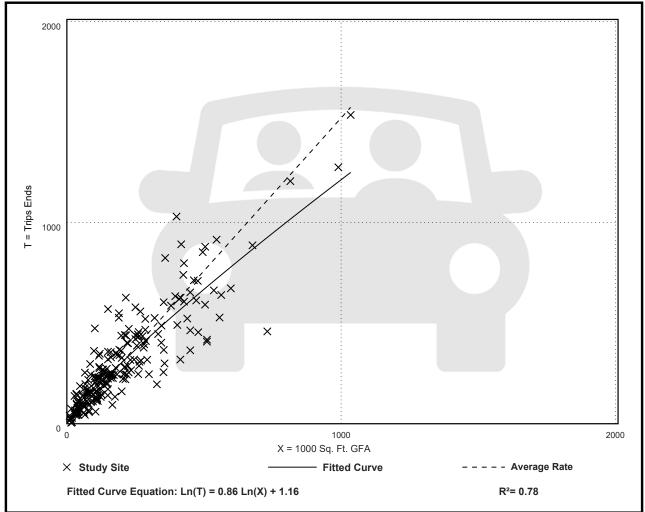
Avg. 1000 Sq. Ft. GFA: 201

Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation





General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 232

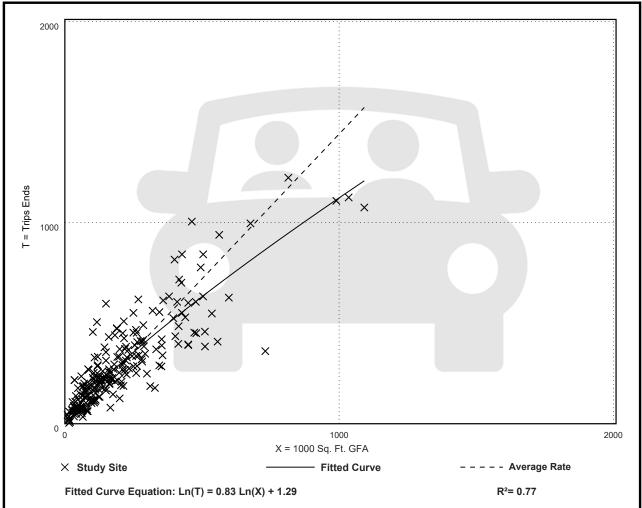
Avg. 1000 Sq. Ft. GFA: 199

Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Land Use: 822 Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009



Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 5

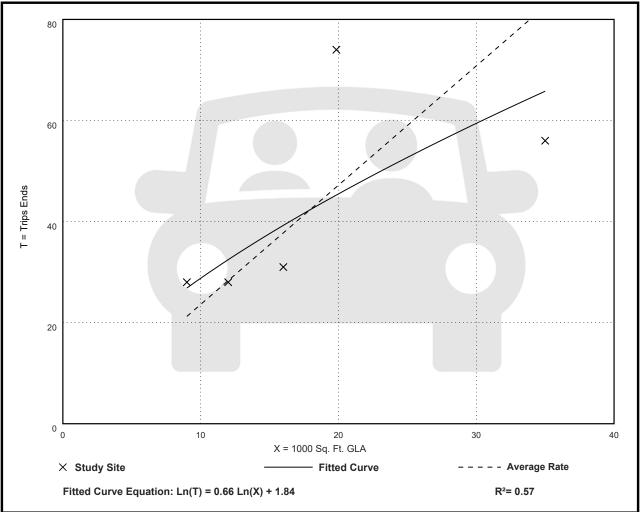
Avg. 1000 Sq. Ft. GLA: 18

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation





Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

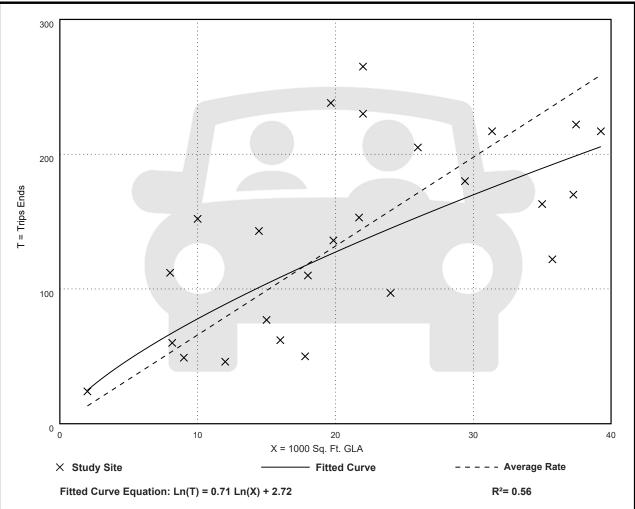
Avg. 1000 Sq. Ft. GLA: 21

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



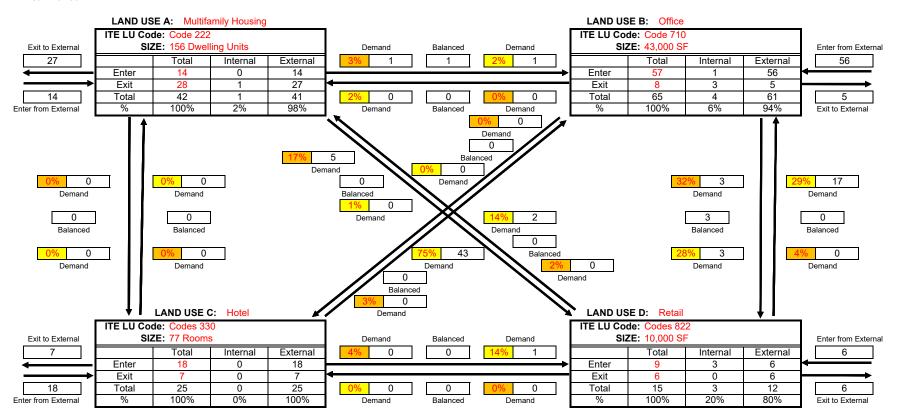
Attachment B

Market Hall – Surfside, Florida

Internalization Analyses

PROPOSED LAND USES Trip Generation and Internal Capture Summary

Analyst: Peterson Date: 27-Jul-22 Peak Period: AM Peak Hour

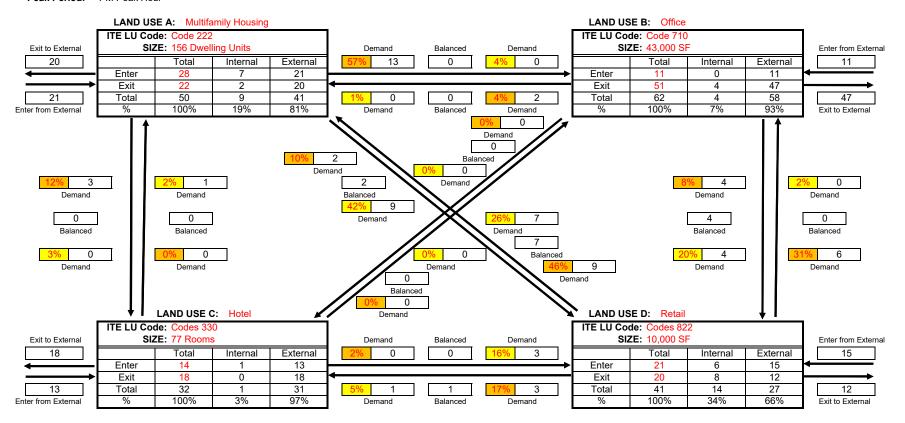


Net External Trips for Multi-Use Development								
	LAND USE A LAND USE B LAND USE C LAND USE D TOTAL							
Enter	14	56	18	6	94	1		
Exit	27	5	7	6	45			
Total	41	61	25	12	139	INTERNAL CAPTURE		
Single-Use Trip Gen. Est.	42	65	25	15	147	5.22%		

NOTE: Base on ITE Trip Generation Handbook (3rd Edition).

PROPOSED LAND USES Trip Generation and Internal Capture Summary

Analyst: Peterson Date: 27-Jul-22 Peak Period: PM Peak Hour



Net External Trips for Multi-Use Development								
	LAND USE A LAND USE B LAND USE C LAND USE D TOTAL							
Enter	21	11	13	15	60			
Exit	20	47	18	12	97			
Total	41	58	31	27	156	INTERNAL CAPT		
Single-Use Trip Gen. Est.	50	62	32	41	185	15.68%		

NOTE: Base on ITE Trip Generation Handbook (3rd Edition).



CIVIL ENGINEERING CONSULTANTS

STORMWATER DRAINAGE CALCULATIONS

FOR



MARKET HALL 9100 Collins Ave / S.R A1A Surfside, FL 33154

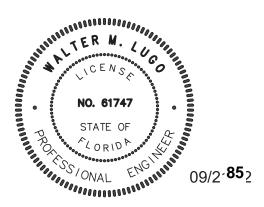
September 2022

Prepared by:

WALTER M. LUGO, P.E. Florida Registration # 61747 Ocean Engineering, Inc. 8101 Biscayne Blvd. Ste. 508 Miami, FL 33138 CA 29490

MARKET HALL 9100 Collins Ave / S.R A1A Surfside, FL 33154 This item has been digitally signed and sealed by Walter M. Lugo, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



DRAINAGE WELL CALCULATIONS (BLDG. ONLY)

MARKET HALL

9100 Collins Ave, Surfside, FL 33154

BASIN INFORMATION FOR PROP. DRAINAGE SYSTEM

Storm frequency, T=

Years 5 10 Min.

Minimum time of Concentration, t_{tc}=

The IDF relation used by DERM, I = $308.5/(48.6T^{-0.11}+t(0.5895+T^{-0.67}))$ Intensity, I = 6.17 (Inch/Hour)

RATIONAL METHOD PEAK RUNOFF CALCULAITONS

	TOTAL				CONTRIBUTING		
	DRAINAGE				DRAINAGE		PEAK
DRAINAGE	BASIN	IMPERVIOUS	PERVIOUS	WEIGHTED "C"	AREA	INTENSITY	RUNOFF
BASIN ID	AREA	AREA	AREA	VALUE	(CXA)	"I"	(Q=CIA)
	(AC)	(AC)	(AC)			(INCH/HR)	(CFS)
Building	0.58	0.58		0.95	0.55	6.17	3.40

DRAINAGE WELL DESIGN

Well Discharge Capacity:	450	gpm/ft of head.
Well Discharge Capacity:	1.00	cfs/ft
Well Diameter:	24	inches
Drainage Well Casing Depth:	80	feet
Well Mounding:	1.76	ft.
Ground Water Table:	2.07	ft.
Provided Well Structures Min. Top Elevation:	10.95	ft. N.G.V.D.

DRAINAGE BASIN ID	AVAILABLE EFFECTIVE HEAD	WELL CAPACITY	DRAINAGE BASIN AREA	PEAK RUNOFF	NUMBER OF WELLS	TOTAL WELLS CAPACITY	SAFETY FACTOR
	(FT. NGVD)	(CFS/WELL)	(AC.)	(CFS)	PROPOSED	(CFS)	
ROOF	7.12	7.14	0.580	3.40	1.00	7.14	2.10

CALCULATIONS FOR 90 SEC. RETENTION TIME

DRAINAGE STRUCTURE ID	DIME	TRUCTURE INSIONS	DRAINAGE STRUCTURE RIM ELEVATION (FT. N.G.V.D.)	WELL CASING ELEVATION (NGVD)	PEAK RUNOFF (CFS)	90 SEC. RETENTION VOLUME (CF)	REQUIRED Hmin. (FT.)	PROVIDED Hmin. (ft.)
DW-1	5.00	10.50	10.95	7.50	3.40	306	5.83	6.00

EXFILTRATION TRENCH CALCULATIONS (SITE ONLY)

MARKET HALL - EAST BASIN 9100 COLLINS AVE SURFSIDE, FL 33154

BASIN INFORMATION FOR PROP. EXFILTRATION TRENCH

0.100	acres.
0.040	acres.
	acres.
0.060	acres.
10.560	feet NGVD
10.560	feet NGVD
2.070	feet NGVD
0.90	
0.30	
0.54	
0.05 (Acres)	2,352.24 (sft)
5	
10	
3.30E-04	
	0.040 0.060 10.560 10.560 2.070 0.90 0.30 0.54 0.05 (Acres) 5 10

QUALITY VOLUME TO BE TREATED BY EXFILTRATION TRENCH

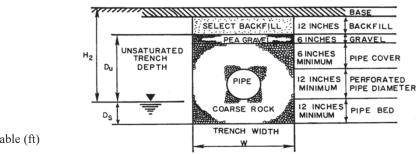
Required volume to be pre-treated through exfiltration is the highest of:

A) 1" over Site Area = 1.0 inch x Site Area (acre-in.) = 0.100 acre-in.

B) 2.5 inches x % impervious x Site Area (acre-in.) = 0.10 acre-in.

Total required volume to be pre-treated through exfiltration, V_{treat} = 0.10 acre-in.

EXFILTRATION TRENCH



- $H_2 =$ Depth to the Water Table (ft)
- W = Trench width (ft)
- D_u = Non-Saturated Trench Depth (ft)
- $D_s =$ Saturated Trench Depth (ft)
- L = Provided Length of Exfiltration Trench

In accordance with standard SFWMD model:

Storage volume in exfiltration trench: V_s =0.5WD_uL

Volume exfiltrated out of the bottom of the trench in time t: $V_B = KH_2WLt$

Volume exfiltrated out of the side of the trench in time t: $V_s=2KL[D_u(H_2-0.5D_u)+D_sH_2]t$

 $Total \ trench \ storage \ + \ exfiltrated \ volume = V_s + V_B + V_S = \ 0.5 WDuL + KH_2WLt + 2KL[Du(H_2 - 0.5Du) + DsH_2]t + 2KL[Du(H_2 - 0.5Du) + 2$

The runoff volume ,V, resulting from a storm event of duration t, is given by: V=CiAt

The IDF relation used by DERM, i=308.5/(48.6T^{-0.11}+t(0.5895+T^{-0.67})

The IDF relation can be written in the form: i=a/(b+t)where : (ft/sec) t=duration (sec) $a= 0.428/(0.5895+T^{-0.11})$ $b=2916T^{-1}$ Runoff volume = Total trench storage + exfiltrated volume

 $\frac{CAat}{b+t} = 0.5WD_{u}L + KH_{2}WLt + 2KL[D_{u}(H_{2} - 0.5D_{u}) + D_{s}H_{2}]t$

The relation yields:

Required Trench Length (ft), $L=\alpha t_{/(}(\beta+t)(\gamma+\delta t)$ (i)

$$\begin{split} & \text{Where:} \\ & \delta {=} K H_2 W {+} 2 K [D u (H_2 {-} 0.5 D_u) {+} D_s H_2)] \\ & \beta {=} b {=} 2,916 T^{{-}.11} / (0.5895 {+} T^{{-}0.67}) \\ & \gamma {=} 0.5 W D_u \\ & \alpha {=} C A a {=} 0.428 C A / (0.5895 {+} T^{{-}0.67}) \end{split}$$

For storm duration, t, in equation (i) that maximizes the value of L:

$$\frac{dL}{dt} = 0$$

which combined with equation (i) yields: $tcs=(\gamma\beta/\delta)1/2$

Using the critical storm duration, tcs in equation (i) gives required exfiltration trench, L_T , for any storm duration with a given return period T as: $L=\alpha t_{cs}/((\beta+t_{cs})(\gamma+\delta t_{cs}))$ **Req. Trench Length for critical storm duration (ft)**, $L=\alpha t_{cs}/((\beta+t_{cs})(\gamma+\delta t_{cs}))$ Where:

Critical Storm Duration (sec), $t_{cs=(\gamma\beta/\delta)}^{1/2}$

The following equations are used to determine the length of exfiltration trench required for water quality:

If $D_u > D_s$, use: $L = V / (k [H_2W + 2H_2D_u - D_u^2 + 2H_2D_s] + [1.39 \times 10^4] WD_u)$ if $D_s > D_u$, or W > 2TD: $L = V / (k [2H_2D_u - D_u^2 + 2H_2D_s] + [1.39 \times 10^4] WD_u)$

EXFILTRATION TRENCH LENGTH CALCULATIONS

K =	3.30E-04	cfs/sf-ft
$H_2 =$	8.49	ft.
W =	4.00	ft.
$D_u =$	6.49	ft.
$D_s =$	1.51	ft.
GWT	2.07	ft.
Vtreat	0.10	ac-inch

Top Elevation =	10.56	ft. NGVD.
GWT =	2.07	ft. NGVD.
Pipe Diameter =	15	inches
Inv. Elevation =	5.81	ft. NGVD.
Bottom Elevation =	0.56	ft. NGVD.

β (sec)	γ (ft ²)	δ (ft ² /sec)	α(ft ³⁾	t _{cs(Sec.)}	t _{cs(Min.)}
2628	13.0	0.042	1083	900	15

Required exfiltration trench length for quality volume (ft.)	Required length of exfiltration trench	Provided Length (ft)
	for quantity volume (ft.)	
3	5	15

PROVIDED LENGTH =	15	feet
-------------------	----	------

MARKET HALL - WEST BASIN 9100 COLLINS AVE SURFSIDE, FL 33154

BASIN INFORMATION FOR PROP. EXFILTRATION TRENCH

Total Drainage Area (A) =	0.180	acres.
Impervious Area (A _{imp})=	0.070	acres.
Building Area $(A_{bldg}) =$		acres.
Pervious Area (A _{perv})=	0.110	acres.
Lowest Grnd. Elev. for Prop. System =	4.550	feet NGVD
Proposed Lowest Grate or Weir Elevation =	4.550	feet NGVD
Water Table Elev. (GWT) =	2.070	feet NGVD
Weighted Runoff Coefficient (C):		
Runoff Coefficient Impervious (C1) =	0.90	
Runoff Coefficient Pervious (C2) =	0.30	
C = [(A1 x C1) + (A2 x C2)] / A=	0.53	
$C \ge A = Total Contributing Area;$	0.10 (Acres)	4,181.76 (sft)
Design storm frequency (years), $T=$	5	
Minimum time of Concentration (min.), $t_{tc}=$	10	
Weighted Hyd. Conductivity (cfs/sf - ft), $K=$	3.30E-04	
weighted fryd. Conductivity (cfs/sf - ft), K-	5.50E-04	

QUALITY VOLUME TO BE TREATED BY EXFILTRATION TRENCH

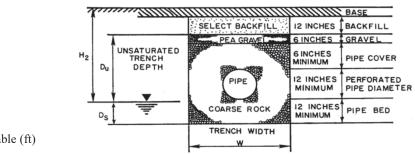
Required volume to be pre-treated through exfiltration is the highest of:

A) 1" over Site Area = 1.0 inch x Site Area (acre-in.) = 0.180 acre-in.

B) 2.5 inches x % impervious x Site Area (acre-in.) = 0.18 acre-in.

Total required volume to be pre-treated through exfiltration, V_{treat} = 0.18 acre-in.

EXFILTRATION TRENCH



- $H_2 =$ Depth to the Water Table (ft)
- W = Trench width (ft)
- D_u = Non-Saturated Trench Depth (ft)
- $D_s =$ Saturated Trench Depth (ft)
- L = Provided Length of Exfiltration Trench

In accordance with standard SFWMD model:

Storage volume in exfiltration trench: V_s =0.5WD_uL

Volume exfiltrated out of the bottom of the trench in time t: $V_B = KH_2WLt$

Volume exfiltrated out of the side of the trench in time t: $V_s=2KL[D_u(H_2-0.5D_u)+D_sH_2]t$

 $Total \ trench \ storage \ + \ exfiltrated \ volume = V_s + V_B + V_S = \ 0.5 WDuL + KH_2WLt + 2KL[Du(H_2 - 0.5Du) + DsH_2]t + 2KL[Du(H_2 - 0.5Du) + 2$

The runoff volume ,V, resulting from a storm event of duration t, is given by: V=CiAt

The IDF relation used by DERM, i=308.5/(48.6T^{-0.11}+t(0.5895+T^{-0.67})

The IDF relation can be written in the form: i=a/(b+t)where : (ft/sec) t=duration (sec) $a= 0.428/(0.5895+T^{-0.11})$ $b=2916T^{-1}$ Runoff volume = Total trench storage + exfiltrated volume

 $\frac{CAat}{b+t} = 0.5WD_{u}L + KH_{2}WLt + 2KL[D_{u}(H_{2} - 0.5D_{u}) + D_{s}H_{2}]t$

The relation yields:

Required Trench Length (ft), $L=\alpha t_{/(}(\beta+t)(\gamma+\delta t)$ (i)

$$\begin{split} & \text{Where:} \\ & \delta {=} K H_2 W {+} 2 K [D u (H_2 {-} 0.5 D_u) {+} D_s H_2)] \\ & \beta {=} b {=} 2,916 T^{{-}.11} / (0.5895 {+} T^{{-}0.67}) \\ & \gamma {=} 0.5 W D_u \\ & \alpha {=} C A a {=} 0.428 C A / (0.5895 {+} T^{{-}0.67}) \end{split}$$

For storm duration, t, in equation (i) that maximizes the value of L:

$$\frac{dL}{dt} = 0$$

which combined with equation (i) yields: $tcs=(\gamma\beta/\delta)1/2$

Using the critical storm duration, tcs in equation (i) gives required exfiltration trench, L_T , for any storm duration with a given return period T as: $L=\alpha t_{cs}/((\beta+t_{cs})(\gamma+\delta t_{cs}))$ **Req. Trench Length for critical storm duration (ft)**, $L=\alpha t_{cs}/((\beta+t_{cs})(\gamma+\delta t_{cs}))$ Where:

Critical Storm Duration (sec), $t_{cs=(\gamma\beta/\delta)}^{1/2}$

The following equations are used to determine the length of exfiltration trench required for water quality:

If $D_u > D_s$, use: $L = V / (k [H_2W + 2H_2D_u - D_u^2 + 2H_2D_s] + [1.39 \times 10^4] WD_u)$ if $D_s > D_u$, or W > 2TD: $L = V / (k [2H_2D_u - D_u^2 + 2H_2D_s] + [1.39 \times 10^4] WD_u)$

EXFILTRATION TRENCH LENGTH CALCULATIONS

K =	3.30E-04	cfs/sf-ft
$H_2 =$	2.48	ft.
W =	5.00	ft.
$D_u =$	1.98	ft.
$D_s =$	12.52	ft.
GWT	2.07	ft.
Vtreat	0.18	ac-inch

Top Elevation =	4.55	ft. NGVD.
GWT =	2.07	ft. NGVD.
Pipe Diameter =	15	inches
Inv. Elevation =	1.80	ft. NGVD.
Bottom Elevation =	-10.45	ft. NGVD.

β (sec)	γ (ft ²)	δ (ft ² /sec)	α(ft ³⁾	t _{cs(Sec.)}	t _{cs(Min.)}
2628	5.0	0.027	1925	700	12

Required exfiltration trench length for quality volume (ft.)	Required length of exfiltration trench	Provided Length (ft)
	for quantity volume (ft.)	
8	17	30

PROVIDED LENGTH =	30	feet
-------------------	----	------

GEOTECHNICAL REPORT

MARKET HALL 9100 Collins Ave / S.R A1A Surfside, FL 33154



Legend

B-1 - Soil Boring Test Location DRN-1 - Drainage Test Location

Notes:

- Test locations are shown as approximate.
 Test location symbols are not to scale.
 Aerial Photograph Google Earth, 2012

KACO	DWG TITLE:	Test Location	Plan	DWN BY: ISB
KADERABEK COMPANY	PROJ NAME:	Surf Club		CKD BY: JJB
Geotechnical Engineering Construction Materials Testing Soil Borings/Monitor Wells	PROJ. NO: 13-145932	DATE: 1/18/13	DWG NO: 2	APD BY

The soil/rock samples recovered from the borings were classified by a geotechnical engineer. The collected samples were later re-examined to confirm field classifications. Visual soil classifications were made in accordance with ASTM D2487 and ASTM D2488. The results of the classification and consequent generalized stratification are shown in the appended generalized subsurface profile (Drawing 3), and the records of test boring (drawings A-6 through A-48). Strata contacts shown on these drawings are approximate. The borings data reflects conditions at specific test location only, and at the time the borings were drilled.

The borehole drainage tests were performed at one location, but at a depth of 15 feet below grade respectively. The borehole is accomplished by rotating a roller bit and casing to the desired test depths. A slotted PVC pipe (minimum diameter of 6") was installed within the full hole. Next, with the borehole open, water was pumped into the borehole to develop a test hydraulic head. Once the hydraulic head was stabilized, the average flow rate into the borehole was recorded. A formula developed by the South Florida Water Management District was used to estimate hydraulic conductivity.

The results of the borehole percolation tests are summarized in the table below, and appended on the sheets entitled Results of Constant Head Field Borehole Drainage Test. Included with the results are descriptions of the subsurface conditions encountered at each test location.

Test Number	Test Depth (feet)	Hydraulic Conductivity (K) (cfs per square foot per foot of head)
DRN-1	15	0.00005
DRN-2	15	0.00006
DRN-3	15	0.00008
DRN-4	15	0.00035
DRN-5	15	0.00033

TABLE 1

LOCAL GEOLOGY/SUBSURFACE CONDITIONS

Miami-Dade County is located on the southern flank of a stable carbonate platform on which thick deposits of limestones, dolomites and evaporites have accumulated. The upper two hundred feet of the soil profile is composed predominantly of limestone and quartz sand. These sediments were deposited during several glacial and interglacial stages when the ocean was at elevations higher than present.

In many portions of Miami-Dade County, surface sand deposits of the Pamlico Formation are encountered. The Pamlico sands overlie the Miami Limestone. In western Miami-Dade County, portions of the Everglades Region interfinger with the Pamlico sand. The Everglades soil consists of peat and calcareous silt (marl).



The Miami Limestone is a soft to moderately hard, white, porous to very porous, sometimes sandy, oolitic calcareous cemented grainstone. The Miami Limestone outcrops in portions of Miami-Dade County. The Miami Limestone has a maximum thickness of about 35 feet along the Atlantic Coastal Ridge and thins sharply near the coastline and more gradually in a westerly direction. The Miami Limestone was formed about 130,000 years ago at a time when the sea level was twenty-five feet higher than it is today. This environment facilitated formation of concentrically layered sand sized carbonate grains called oolites. These grains formed by repeated precipitation of calcium carbonate around the nucleus of a sand or shell grain.

The Miami Limestone can be separated into two facies: the barrier bar oolitic facies and the tidal shoal limestone facies. The barrier bar facies is characterized by lenses of oolitic limestone separated by intermittent, 1-inch thick or less, uncemented sand layers (crossbedded limestone). Zones of higher porosity are characteristic and parallel the bedding planes of the cross-bedded limestone. The tidal shoal limestone facies is characterized by a distinct lack of bedding planes. In addition, burrowing organisms have churned previously deposited sediments, which have resulted in high porosity channels in the rock. These ancient channels give the rock an appearance of a hardened sponge in some areas.

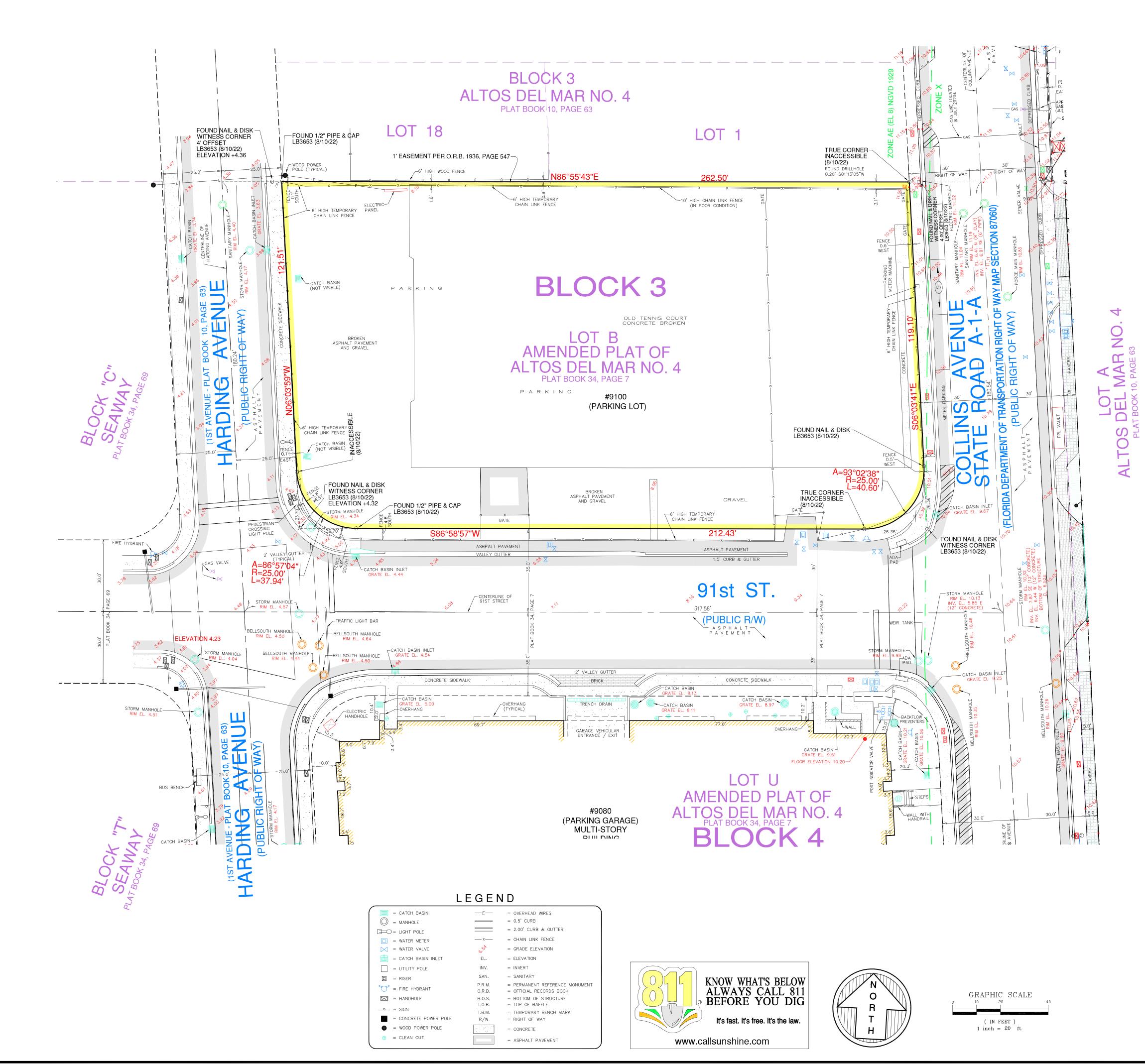
The Fort Thompson Formation underlies the Miami Limestone, and includes sand, sandstone, and limestone. The upper zones of the Fort Thompson Formation consist of sand having a thickness ranging from 5 to 35 feet. The remainder of the formation consists of coralline limestone, quartz sandstone, sandy limestone and freshwater limestone. The type of soils within the formation and the degree of cementation vary with lateral extent and depth.

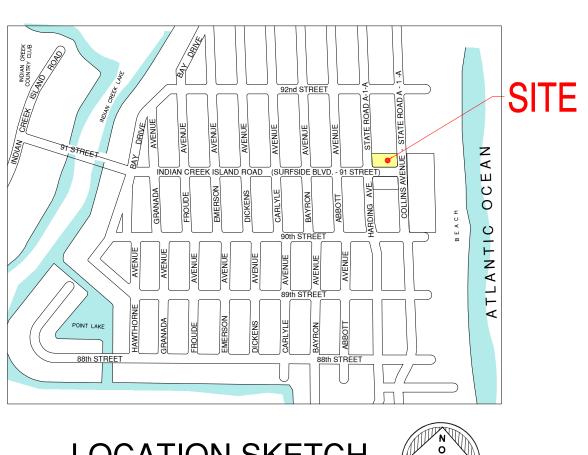
The Fort Thompson Formation is underlain by the Tamiami Formation. The Tamiami Formation consists of sands, silts, clays, and sometime fossiliferous limestone. The upper portions of the Tamiami Formation are permeable and make up the lower reaches of the Biscayne Aquifer. This Formation ranges in thickness from zero to 300 feet in South Florida.

The geology along the eastern coastline of Florida, and the barrier islands, consists primarily of sand deposits with occasional peat and silt zones along the western portions of the barrier islands. The field tests performed for this project shows the subsurface conditions which are consistent with the geology described above. There are 4 distinct layers identified in the soil test borings. Layer 1 consists of a 1 to 3 feet of sand (possible fill) overlaying sand approximately 20 to 31 feet thick. Layer 2 is a 1 to 10 foot thick later consisting of peat. The limestone formation that makes up layer 4 was encountered at a depth of 23 to 38 feet below grade and extends for about 40 feet. Underlining the limestone layer is another sand layer.

The detailed subsurface conditions are presented graphically in the attached generalized subsurface profile (Drawing 3) and in more detail on the records of test boring sheets.







LOCATION SKETCH



LEGAL DESCRIPTION:

Lot "B", of AMENDED PLAT OF A PORTION OF ALTOS DEL MAR NO. 4, according to the Plat thereof, as recorded in Plat Book 34, Page 7, of the Public Records of Miami—Dade County, Florida. SURVEYOR'S NOTES:

- This site lies in Section 35, Township 52 South, Range 42 East, Town of Surfside, Miami-Dade County, Florida. - All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise
- noted. - Lands shown hereon were NOT abstracted for restrictions, easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of S 06°03'41" E for the East line of Collins Avenue, and evidenced by found nail & disk and found drillhole.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Bench Mark No. T-243, Elevation +13.03 Located on Located on November 9, 2018 at the Bridge at Surfside Boulevard and Bay Drive.
- Said described property is located within an area having a Zone Designations AE (EL 8) by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 12086C0163L, with a date of identification of September 11, 2009, for Community Number 120659, in Miami-Dade County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said property is situated, and the applicable flood lines are shown hereon.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted. - Lands shown hereon containing 37,829 square feet, or 0.8684 acres, more or less.
- All control measurements are within a precision of 1:10,000 by redundant measurements. - This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- The locations of overhead utility lines are graphically shown to indicate the approximate connection points and do not reflect the actual location, number or type of wires.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated. - The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction. - Legal description shown hereon furnished by client and no claims as to ownership are made or

SURVEYOR'S CERTIFICATION:

implied.

l hereby certify that this "Boundary & Topographic Survey" was made under my responsible charge on March 13, 2017, and last updated on August 10, 2022 and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. The fieldwork was completed on August 10, 2022.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

Daniel C. Fortin, For The Firm Surveyor and Mapper, LS2853 State of Florida.

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170198

1 of 1

Job No.

Dwg. No.

¶ <mark>2017-031</mark> Sheet





SURF CLUB SITE PLAN AMENDMENT PACKAGE NW BUILDING (BUILDING #3) AUGUST 15, 2022

9011 COLLINS AVE. SURFSIDE, FL 33154

A1-00	COVER
A1-10	RENDERINGS
A1-12	RENDERINGS

- A2-00 DATA SHEET A2-01 SITE PLAN / LOCATION
- A2-02 DIAGRAMS
- A3-01 BSMNT -1 FLOOR PLAN
- A3-02 GROUND LEVEL FLOOR PLAN
- A3-03 LEVEL 2 PLAN A3-04 LEVEL 3 PLAN
- A3-05 ROOF LEVEL PLAN

A4-02 ELEVATIONS

A5-04 SECTIONS

LANDSCAPE

L-001 COVER SHEET L-100 SITE HARDSCAPE PLAN L-101 2ND FLOOR HARDSCAPE PLAN L-102 3RD FLOOR HARDSCAPE PLAN L-103 ROOF HARDSCAPE PLAN L-200 SITE PLANTING PLAN L-201 2ND FLOOR PLANTING PLAN L-202 3RD FLOOR PLANTING PLAN L-203 ROOF PLANTING PLAN L-201 PLANTING DETAILS L- 202 PLANT SPECIES IMAGE BOARD L-400 LANDSCAPE BUILDING ELEVATIONS L-401 LANDSCAPE BUILDING ELEVATIONS

alfonsojurado ARCHITECTURE 1035 N MIAMIAVE, STE. 406 Miami, FL 33136 Т 3 0 5 . 2 0 6 . 6 2 1 4 420 LINCOLN ROAD S.600 | MIAMI BEACH, FL 33139 T.786.246.4857 | F.786.768.2537 | HTTP: // WWW.URBANROBOT.NET **URBAN ROBOT LLC**

CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

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ALFONSO JURADO AR 95074

SITE PLAN AMENDMENT November 11, 2022



CIVIL

C-100 GENERAL NOTES AND SPECIFICATIONS C-200 PAVING, GRADING AND DRAINAGE PLAN C-300 WATER AND SEWER PLAN C-400 DRAINAGE DETAILS C-500 SIGNAGE AND STRIPING PLAN C-600 EROSION AND SEDIMENTATION PLAN C-601 SEDIMENTATION AND EROSION CONTROL NOTES



alfonsojurado Architecture 1035 N MIAMI AVE, STE. 406 M i a m i , F L 3 3 1 3 6 T 3 0 5 . 2 0 6 . 6 2 1 4 □□□□□ 420 LINCOLN ROAD S.600 | MIAMI BEACH, FL 33139 T.786.246.4857 | F.786.768.2537 | HTTP: // WWW.URBANROBOT.NET **URBAN ROBOT LLC** $\bigcup \bigsqcup \bigsqcup$

CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

L L 33154 **__**__ 4 Surfside, F of Town ш Ave, Collins K 9100



ALFONSO JURADO AR 95074

SITE PLAN AMENDMENT November 11, 2022

RENDERINGS

A1 10



alfonsojurado ARCHITECTURE 1035 N MIAMIAVE, STE. 406 Miami, FL 33136 T 3 0 5 . 2 0 6 . 6 2 1 4 420 LINCOLN ROAD S.600 | MIAMI BEACH, FL 33139 T.786.246.4857 | F.786.768.2537 | HTTP: // WWW.URBANROBOT.NET **URBAN ROBOT LLC**

CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

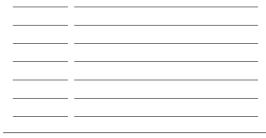
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ALFONSO JURADO AR 95074

SITE PLAN AMENDMENT November 11, 2022

ssue (#) Issue Date / For



RENDERINGS

SCALE:

A1 12

ZONING DATA

LOT B AND LOT U, AMENDED F
IN PLAT BOOK 34, PAGE 7, OF
AND:

LOT A, AND LOTS 1 TO 9, INCLUSIVE, BLOCK1, ALTOS DEL MAR NO.4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS RIGHT OF WAY. AND:

THAT PORTION OF LAND LYING EAST OF SAID LOT A, AND LOTS 1TO 9, INCUSIVE, BLOCK 1, ALTOS DEL MAR NO.4: BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT A: BOUNDED ON THE EAST BY THE EROSION CONTROL LINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 105, PAGE 62 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTH LINE OF SAID LOT 1: BOUNDED ON THE WEST BY THE EAST LINE OF SAID LOT A, AND LOTS 1 TO 9.

ZONING SUBDIVISION H-120 ZONING SUBDIVISION H-40

PROPERTY ADDRES	S:	90
FLOOD ZONE:	ZONE A	E
WAVE CREST:	1	18

OVERALL BUILDING AREAS

Market Hall

27,998 25,985

24,667

14,245

18,580

1,999

113,474

Level

Basement -1

Ground Level

PREVIOUS

APPROVED

2nd Level

3rd Level

4rh Level

5th Level

TOTAL

OVERALL BUILDING AREAS				
Level	Market Hall			
Basement -1	28,385			
Ground Level	26,442			
2nd Level	21,598			
3rd Level	22,093			
Roof	1,085			
TOTAL	99,603			

	SETBAC	CKS	
		ALLOWED	PROVIDED
N.W BLDG	FRONT (EAST)	20'-0"	20'-0"
	BACK (WEST)	10'-0"	10'-0"
	SIDE (NORTH)	10'-0"	10'-0"
	SIDE (SOUTH)	10'-0"	10'-0"

PERVIOUS ARE						
PERVIOUS AREA CALCULATI	ONS		BUILDING	B HEIGHT		
	PROVIDED S.F.	%	MAX.BUIL	DING HEIGHT: (120'-0" TO ROOFSLAB)	LIMIT	PROVIDED
LOT AREA (NW LOT)	37,829	100%				
PERVIOUS AREA (NW LOT)	7,959	21%		NW TOWER		
FERVIOUS AREA (INVIEUT)	1,909	21/0		NUMBER OF RESIDENTIAL FLOORS	2	0
				NUMBER OF PARKING FLOORS	2	2
	07 000 O F		BLD#3	HEIGHT OF ROOF	40'-0"	40'-0"
LOT AREA (NW LOT)	37,829 S.F			HEIGHT OF MECHANICAL SPACES	52'-0"	52'-0"
PERVIOUS AREA (NW LOT)	7,715 S.F (20	.4%)		ARCHITECTURAL FEATURES		
				AGGREGATE MECH AREA OF ROOF	10%	6.80%
P R E V I O U S A P P R O V E D			HEIGHT	NOTE: S: IN H-40 HEIGTH IS FROM AVERAGE CRC	WN ELEVATION OF	COLLINS AVENUE.

PARKIN	G REQUIRE	D	
PARKING	G REQUIRED PER	USE	
Use	Sq.Ft. (seats in terrace areas)	Factor	Required
East Lot			
Café/Restaurant	2300	1/100	23.0
Restaurant	3200	1/100	32.0
Spa	7825	1/300	26.1
Retail	955	1/300	3.2
		Subtotal	85
NW Lot			
Market Hall	4734	1/250	18.9
Office	14497	1/400	36.2
Kitchen	2648	1/100	26.5
Food Terrace	24	1/4	6.0
		Subtotal	88
PARKING SPACE	173		
REQUIRED PARKING			TS)
TYPE	FACTOR	UNIT QTY	· ·
Hotel Rooms	1	77	77.0
1 bed	1.5	25	37.5
2 bed	2	56	
3 bed	2	29	58.0
4 bed +	2.25	46	103.5
Req. per units			388.0
Guest (for Residential)	1/20	156	7.8
PARKING SI	PACES REQUIRED	PER UNITS	396
TOTAL PARKI	NG REQUIRED		569
PREVIOU	S		

	PARKING PROVIDED							
	DESIGNATIONS	S						
DUILDING	DESIGNATIONS	VA	_ET	SELF PARKING	TOTAL			
		(STANDARD SPACES)	(TANDEM SPACES)	(STANDARD SPACES)	PROVIDED			
BLDG #0	EXISTING BLDG.							
BLDG #1	SOUTH TOWER	40	4	16	60			
BLDG #2	NORTH TOWER	18	2	48	68			
BLDG #3	N.W TOWER			67	67			
BLDG #4	S.W TOWER	374			374			
	TOTAL	432	6	131	569			
	TOTAL			131				

	PARKING PROVIDED							
		SP	ACES PROVI	DED				
	G DESIGNATIONS	VAL	ET	SELF PARKING	TOTAL			
		(STANDARD SPACES)	(TANDEM SPACES)	(STANDARD SPACES)	PROVIDED			
BLDG #0	EXISTING BLDG.							
BLDG #1	SOUTH TOWER	40 SPACES	4 SPACES	16 SPACES	60			
BLDG #2	NORTH TOWER	18 SPACES	2 SPACES	48 SPACES	68			
BLDG #3	N.W TOWER	92 SPACES		69 SPACES	161			
BLDG #4	S.W TOWER	374 SPACES			374			
	TOTAL	524 SPACES	6 SPACES	133 SPACES	663			

* ONE TANDEM SPACES COUNTS AS 2 PARKING STALLS

PREVIOUS

APPROVED

LEGAL DESCRIPTION:

PLAT ALTOS DEL MAR NO.4, ACCORDING TO PLAT THEREOF, AS RECORDED THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.FLORIDA,LESS RITHG OF WAY.

AMD plat altos del mar, No.4 PB34-7 lot B of the public records of Miami Dade County, Florida. AMD plat altos del mar, No.4 PB34-7 lot U of the public records of Miami Dade County, Florida.

9011 COLLINS AVE.SURFSIDE, FL 33154

E EL.9.00' 18,2'N.G.V.D

	CODES				
APPLICABLE CODES:	FLORIDA BUILDING CODE 2010: FLORIDA BUILDING CODE: RESIDENTIAL 2010				
CONSTRUCTION TYPE:	TYPE V FOR HISTORIC BUILDING AND CABANAS TYPE 1A FOR PROPOSED TOWERS				
	· ·				
TYPE OF WORK:	NEW 3-STORY MIXED USE BUILDING				
OCCUPANCY:	H-40				

LOT AREA CALCULATIONS								
	PROVIDED							
LOT AREA (NW LOT) S.F.	37,829							
LOT WIDTH (NW LOT)	145'-0''							
LOT COVERAGE (NW LOT) S.F.	26,996	71.49						

PA	RKING REQUI	RED	
PARKIN	IG REQUIRED	PER USE	
	Sq.Ft.		
	(Seats in		
Use	terrace areas)	Factor	Required
East Lot			
Café / Restaurant	2300	1/100	23
Restaurant	3200		32
Spa	7825		26
Retail	955	1/300	3
		Subtotal	85
NW Lot			
Market	4730	1/250	19
Kitchen	1488	0	C
SC/ F.S Business Center	6075	0	C
SC/ F.S Back of House	18490	0	C
SC/ F.S Executive Offices	15944	0	C
Food Terrace	24	1/4	6
		Subtotal	25
PARKING SPACES RE	QUIRED PER I	JSE TOTAL	110
			L
REQUIRED PAR	KING SPACE U	NITS (EAST LO	TS)
TYPE	FACTOR	UNIT QTY	PARK QTY
Hotel Rooms	1	77	77
1 bed	1.5	25	37.5
2 bed	2	56	112
3 bed	2	29	58
4 bed +	2.25	46	103.5
Req. per units			
Guest (for Residential)		156	7.8
PARKINGS SPACES REQU	UIRED PER UN	IITS	396
		_	

TOTAL PARKING REQUIRED

alfonsojurado ARCHITECTURE 1035 N MIAMIAVE, STE. 406 Miami, FL 33136 Т 3 0 5 . 2 0 6 . 6 2 1 4 420 LINCOLN ROAD S.600 | MIAMI BEACH, FL 33139 T.786.246.4857 | F.786.768.2537 | HTTP: // WWW.URBANROBOT.NET URBAN ROBOT LLC $\Box \Box \Box$ CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

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ALFONSO JURADO AR 95074

SITE PLAN AMENDMENT November 11, 2022

Issue (#) Issue Date / For

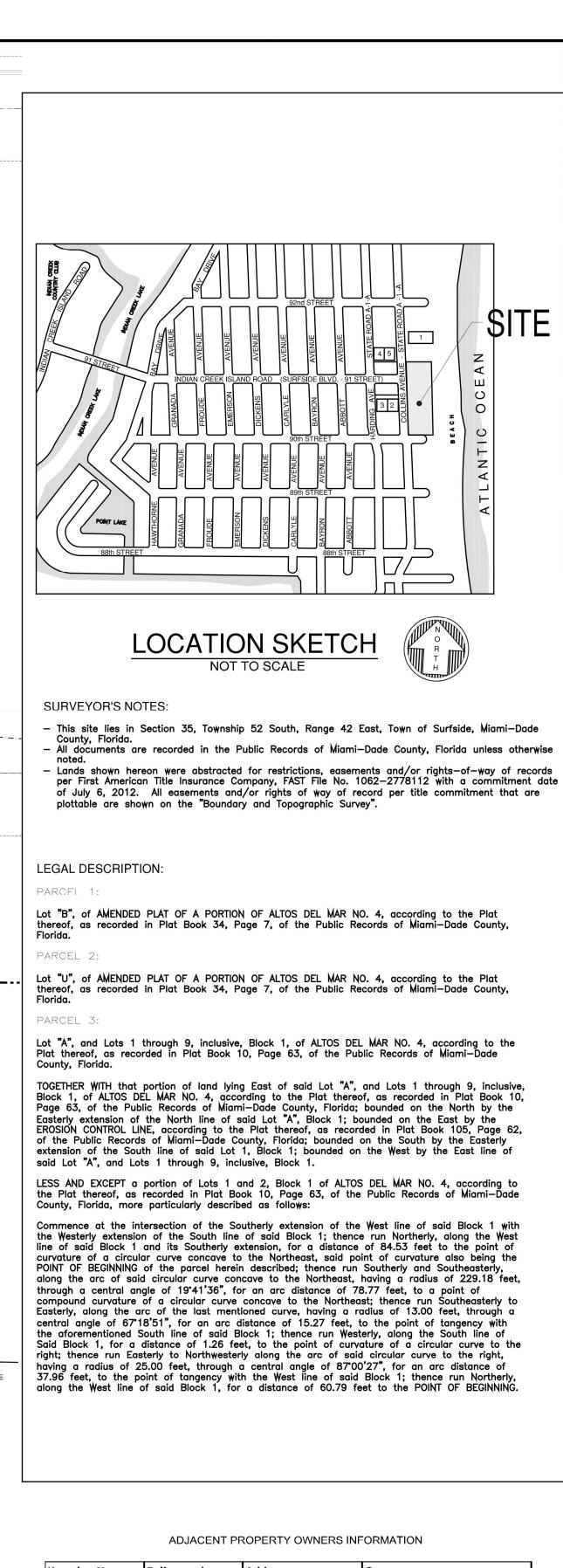
PROJECT DATA

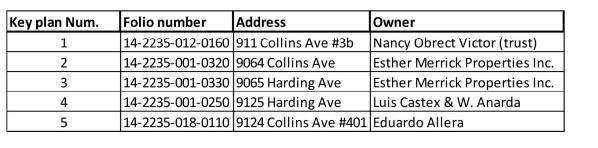
SCALE:

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alfonsojurado	ARCHITECTURE
1035 N MIAMIAVE Miami, FL T 3 0 5 . 2 0 6	3 3 1 3 6
420 LINCOLN ROAD S.I T.786.246.4857 F.786. HTTP: // WWW.URBAN URBAN ROB	IROBOT.NET
CIVIL ENGINEER OCEAN ENGINEERING, 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252	INC.

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ALFONSO JURADO AR 95074

SITE PLAN AMENDMENT November 11, 2022

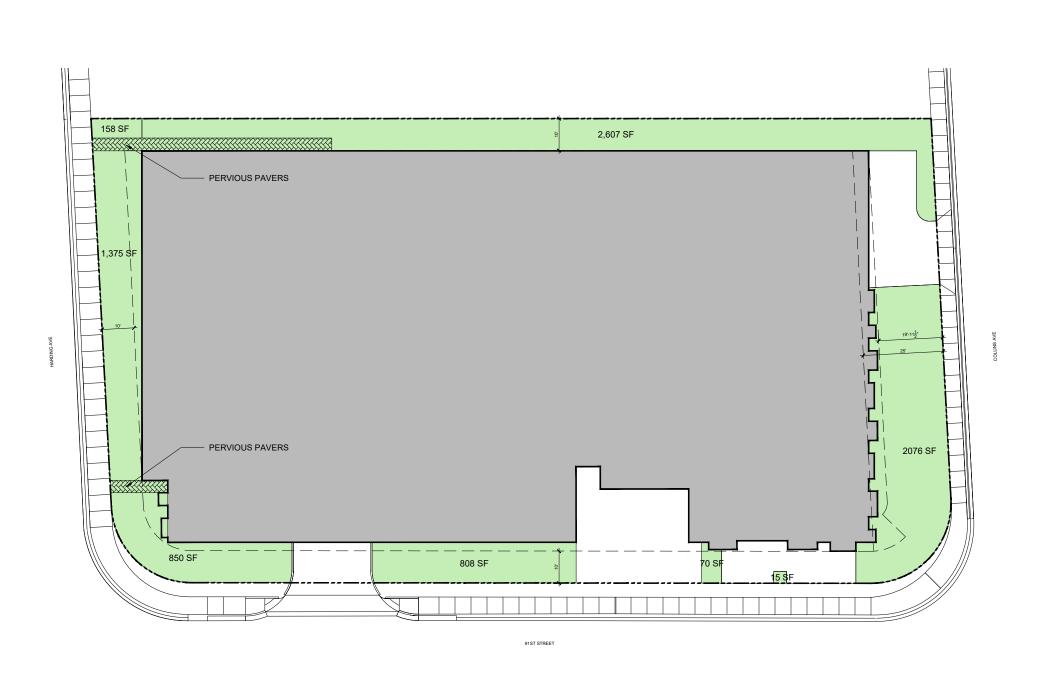
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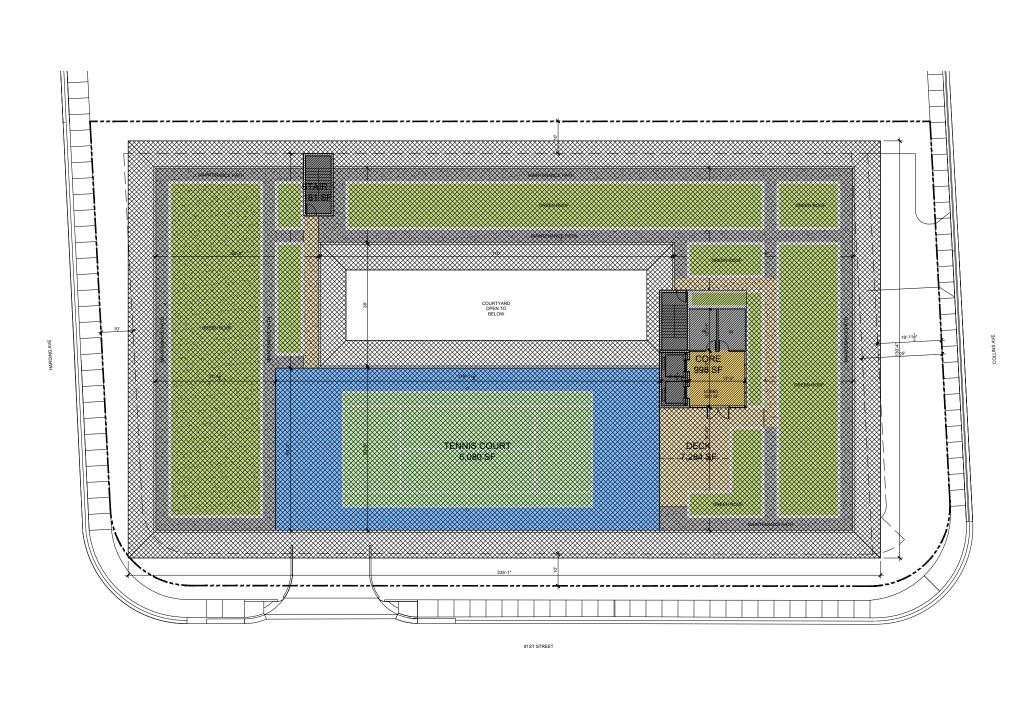
SCALE:

104

	LEGEND					
		PERVIOUS AREA				
		BUILDING PROFILE				
	PERVIOUS AR	EA				
LOCATION	AREA (SF)	PARTIAL (SF)				
EAST	2,076	2,076				
SOUTH	15 70 808 850	1,743				
WEST	158 1,375	1,533				
NORTH	2,607	2,607				
TOTAL PROVIDED)	7,959				
LOT SIZE (SF)		37829				
MINIMUM REQUIR PERVIOUS AREA		7566 20%				
PROVIDED (SF)		7,959 21%				
SURPLUS PROVID	DED (SF)	393				



MODIFICATION OF HEIGHT								
ROOF	AREA	PARTIAL						
TOTAL COVERED (S.F.)	26,465	100.0%						
ELEVATOR & STAIR ACCES	S-WAYS							
STAIR #1 (S.F.)	181	0.7%						
STAIR #2 - CORE (S.F.)	998	3.8%						
		4.5%						
TOTAL (S.F.)	1,179	4.5%						
TENNIS COURT (S.F)	6,080	23.0%						
DECK AREA (S.F.)	7,284	27.5%						



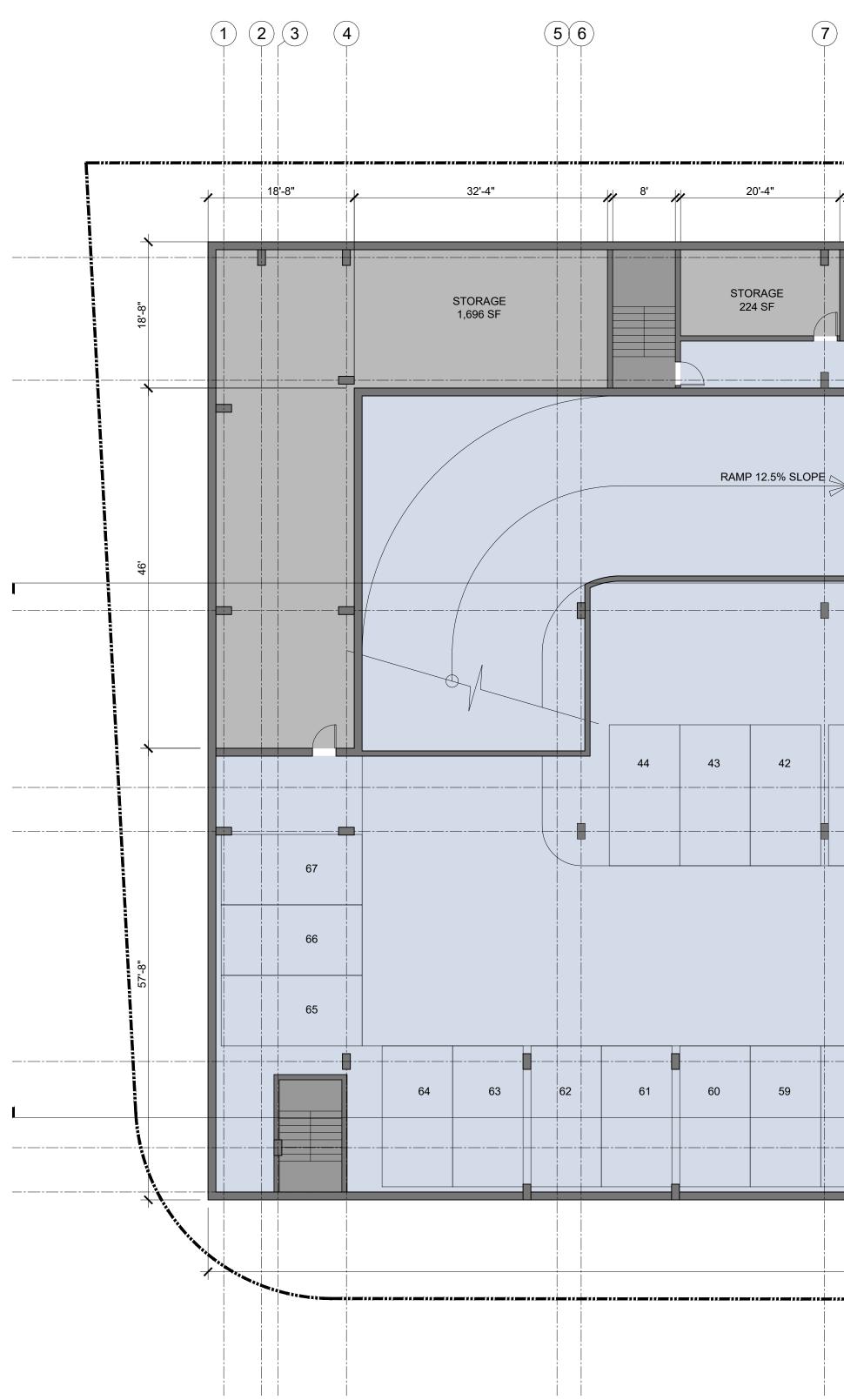
2 PERVIOUS AREA DIAGRAM SCALE: 1" = 20'-0"

MODIFICATION OF HEIGHT DIAGRAM SCALE: 1" = 20'-0"

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1035 N MIAMIAVE, STE. 406 Miami, FL 33136 T 305.206.6214
420 LINCOLN ROAD S.600 MIAMI BEACH, FL 33139 T.786.246.4857 F.786.768.2537 HTTP: // WWW.URBANROBOT.NET URBAN ROBOT LLC
CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252



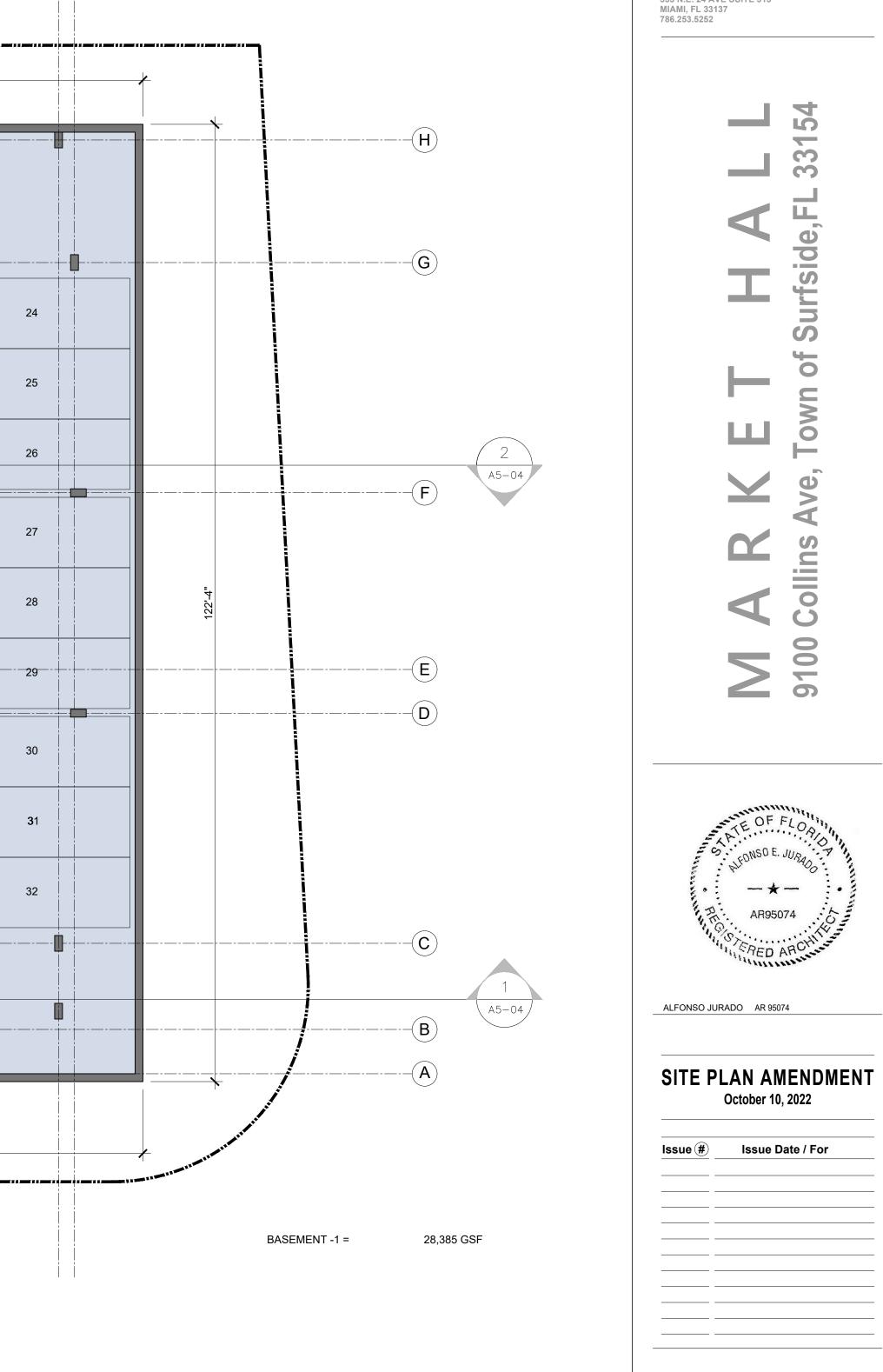
ALFONSO JURADO AR 95074								
	AN AMENDMENT							
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Issue (#)	Issue Date / For							
DIA	GRAMS							
SCALE:								
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//								150'-4 <u>1</u> "						
		4	5	6	7	8	9	10	11	12	13	14	15	
	53'		1											
		17	18	19	20	21	22			23				
41	40 	39	38	37	36	35	34			33				
	23'			65 SPACI	ΞS									
58	57 	56	55	54	53	52	51	50	49	48	47	46	45	
	N		232'-0 ¹ /2"											

13 14

alfonsojurado 1035 N MIAMIAVE, STE. 406 Miami, FL 33136 T305.206.6214 420 LINCOLN ROAD S.600 | MIAMI BEACH, FL 33139 T.786.246.4857 | F.786.768.2537 | HTTP: // WWW.URBANROBOT.NET CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252



BASEMENT -1 PLAN SCALE: 3/32" = 1'-0"

A3

BSMNT - 1

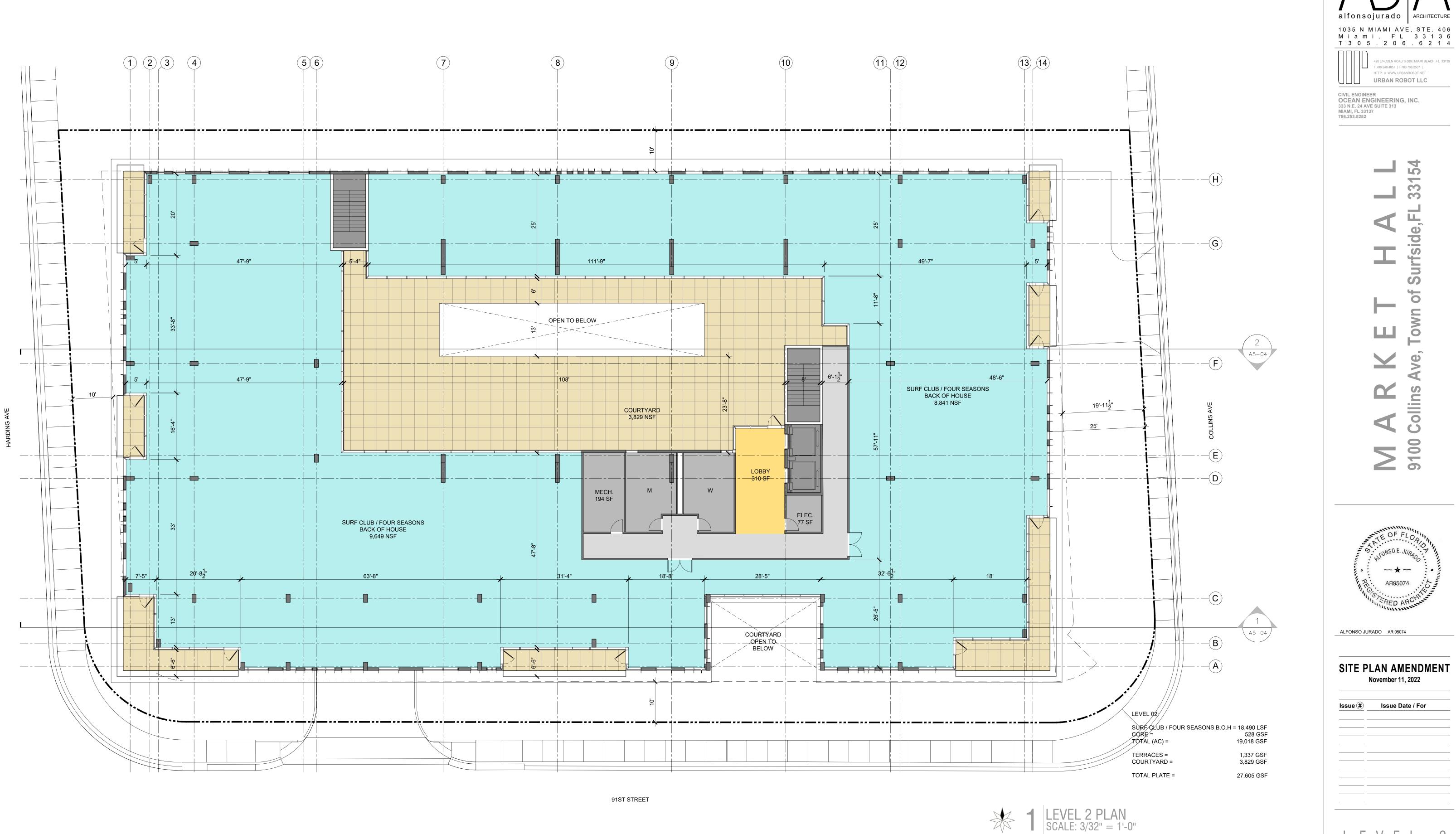
FLOOR PLAN

SCALE:

106



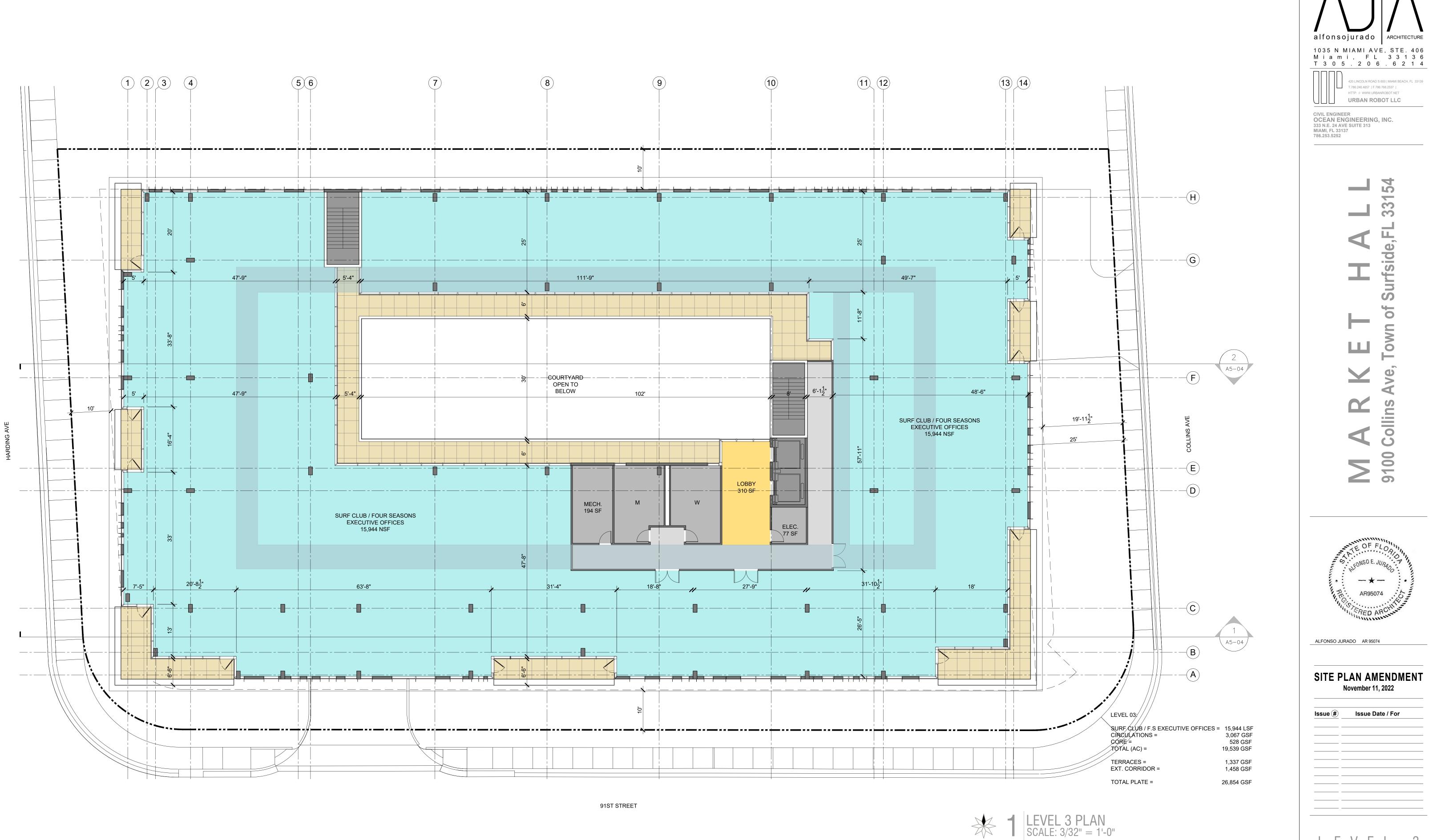
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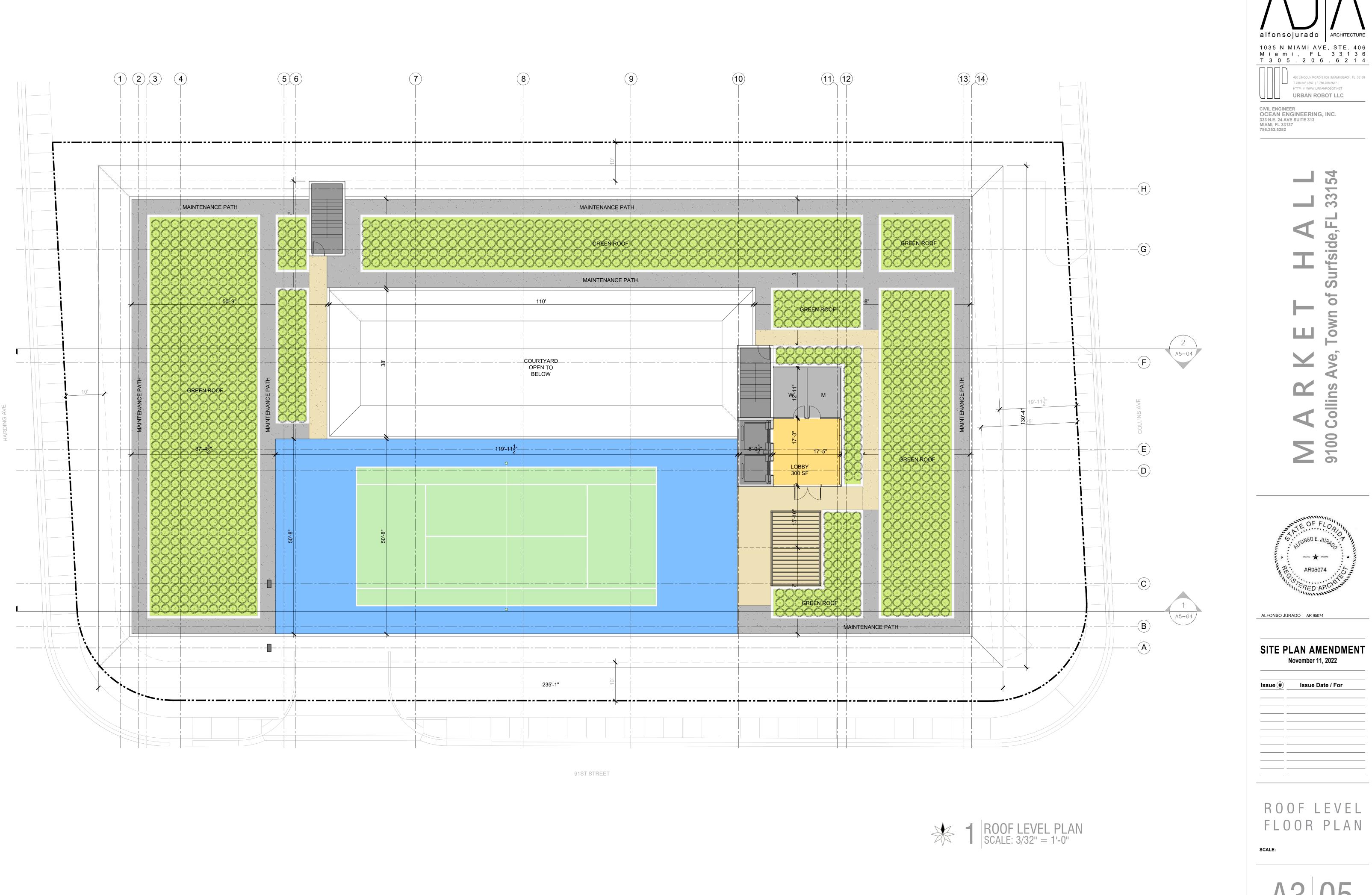
420 LINCOLN ROAD S.600 | MIAMI BEACH, FL 33139

LEVE 2 FLOOR PLAN

SCALE:



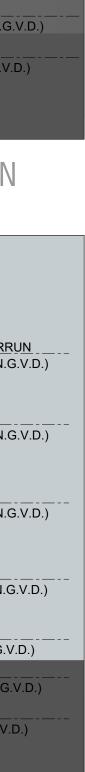
LEVE 3 FLOOR PLAN

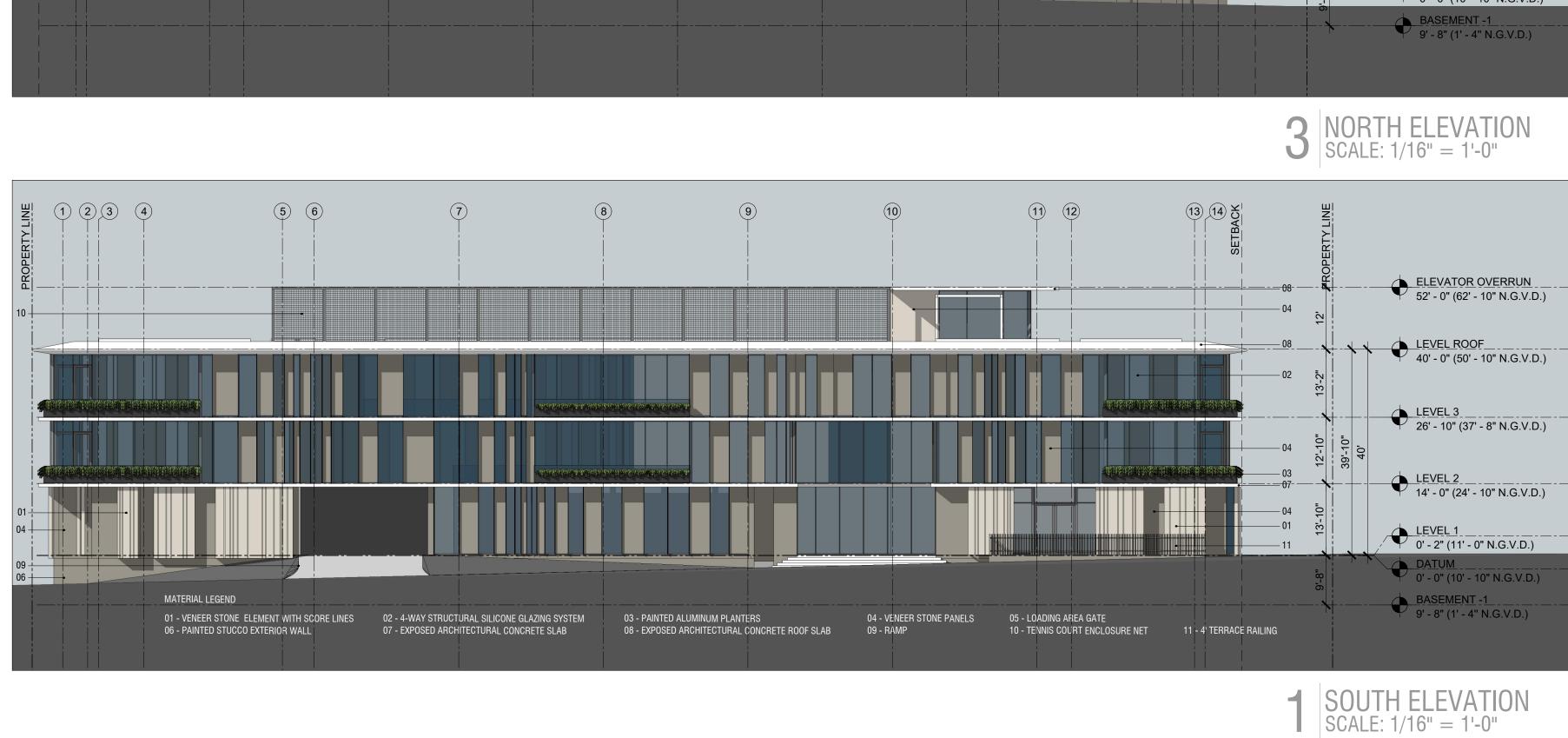


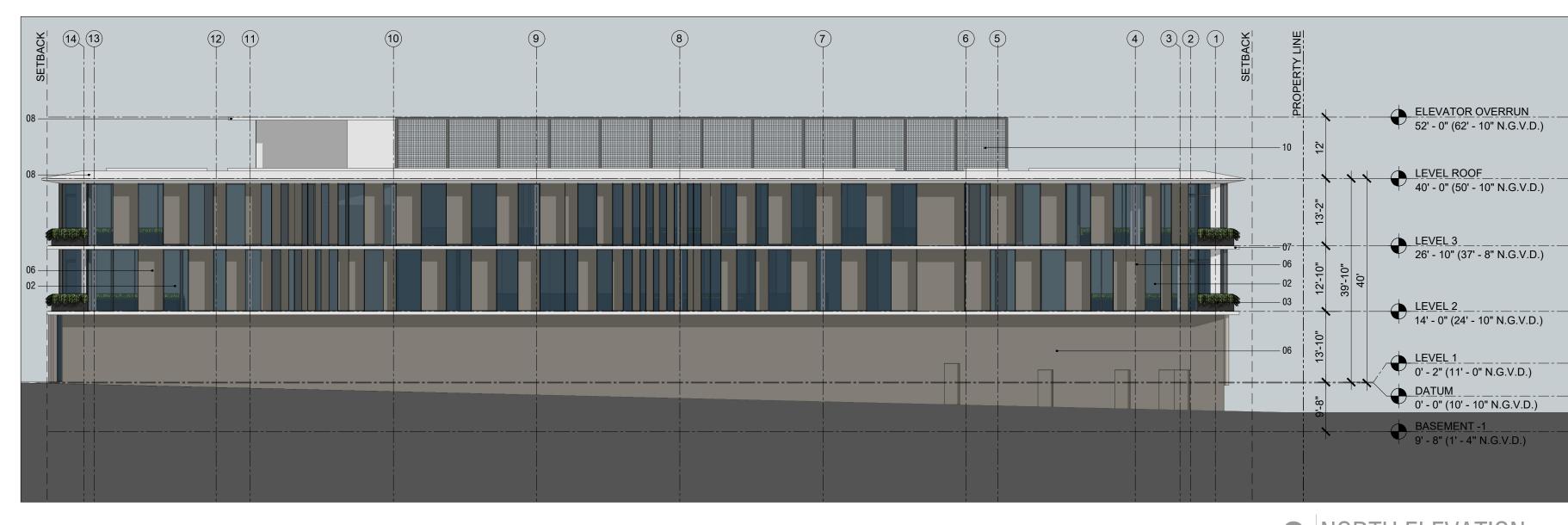




2 EAST ELEVATION SCALE: 1/16" = 1'-0"











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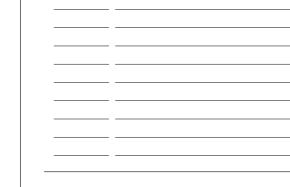
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SITE PLAN AMENDMENT

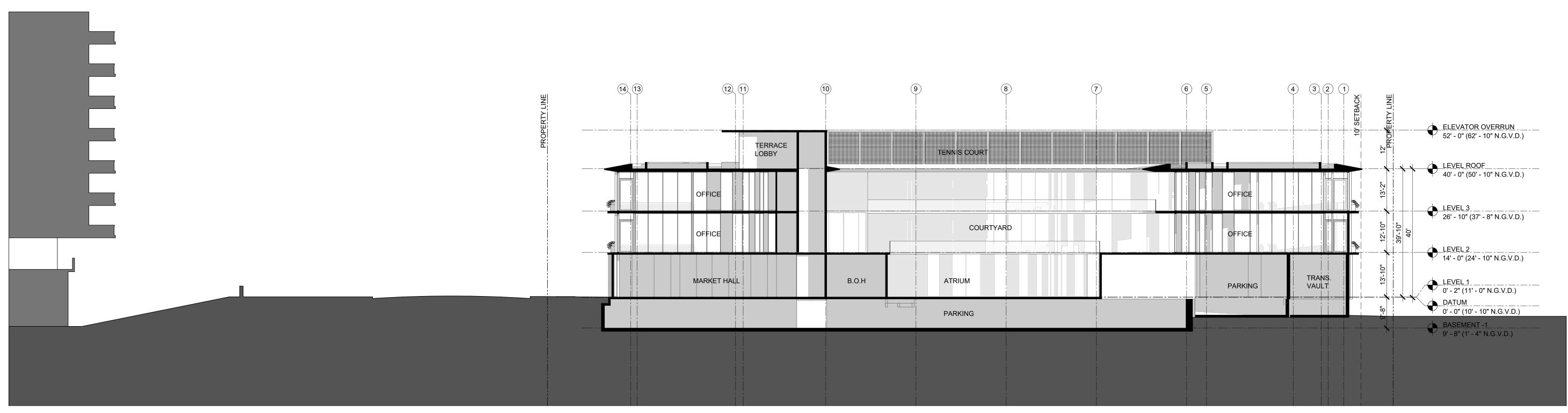
November 11, 2022

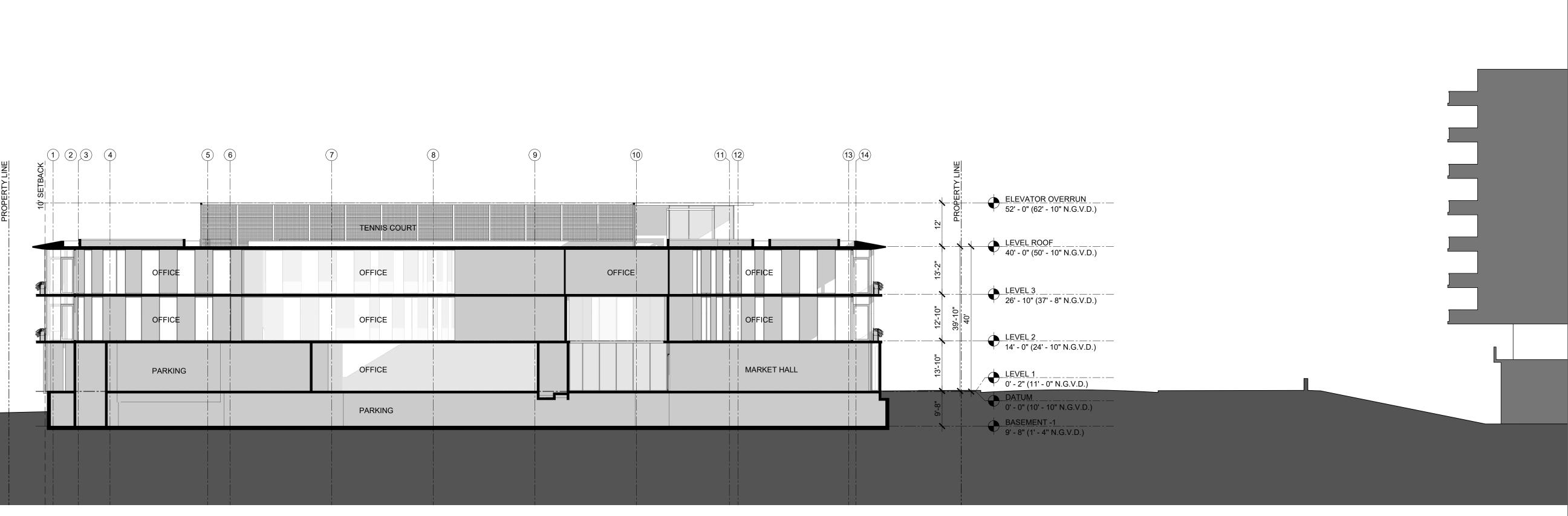
ALFONSO JURADO AR 95074



Issue (#) Issue Date / For

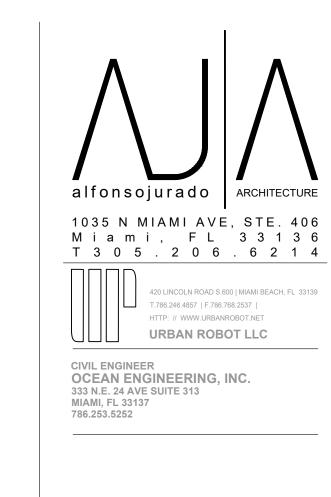
ELEVATIONS







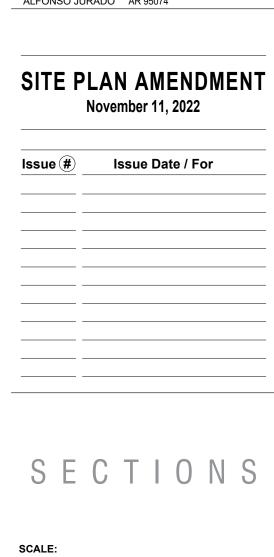
2 LONGITUDINAL SECTION SCALE: 1/16" = 1'-0"



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ALFONSO JURADO AR 95074



GENERAL LANDSCAPE NOTES

REFER TO ARCHITECTURE FOR SITE, BUILDING, AND ZONING INFORMATION.

1. The Contractor shall be responsible for verifying all underground utilities prior to digging in any area. The Contractor shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation and all other obstructions and coordinate with Owner's Representative prior to initiating operations. Drawings are prepared according to the best information available at the time of preparing these documents.

2. The Contractor is responsible to ensure proper watering and maintenance of new and relocated materials during the warranty period.

3. Contractor is to report any discrepancies between the construction drawings and field conditions to the Owner immediately.

4. All planting materials shall meet or exceed Florida Grade # 1 as specified in Grades and Standards for Nursery Plants and Part II, Palms and Trees, current edition.

5. Contractor shall familiarize himself/herself with existing site conditions prior to initiating planting. All existing site furnishings, paving, landscape and other elements to remain shall be protected from any damage throughout all construction phases unless otherwise noted.

6. Landscape Contractor shall coordinate all work with related contractors and with the general construction of the project in order not to impede the progress of the work of others or the Contractor's own work. Landscape contractor shall provide schedule of his/her works two weeks in advance, beginning two weeks prior to commencing landscape trade construction.

7. Contractor shall be responsible to remove existing ground cover for all planting beds as specified prior to planting relocated material. Contractor shall be responsible to replace all portions of existing landscape and hardscape areas damaged while completing planting installation with same grass or materials species to the satisfaction of the Owner.

8. The Contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications. Prior to commencement of the landscape planting work the Contractor shall provide complete soil tests with recommendations for the installation area.

9. All plant material that may need to be replaced shall be in full and strict accordance to Florida No. 1 grade, according to the "Grades and Standards for Nursery Plants", published by the Florida Department of Agriculture and Consumer Services, the project manual and/or specifications. Plant material in some cases may exceed Florida No. 1 grade in order to meet the minimum requirements for the project.

10. Landscape Contractor shall field stake the location of all plant material prior to initiating installation for the review and approval of the Owner and/or Landscape Architect.

11. Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be coordinated with the Owner and the Landscape Architect.

12. Any substitutions in size and/or plant material must be approved by the Landscape Architect or Owner prior to modification of the contract, purchasing and delivery of plants. All plants will be subject to approval by Landscape Architect and/or Owner before planting can begin. All plant materials will not include any plants considered to be invasive to South Florida's native plant communities.

13. Contractor shall refer to the landscape planting details, general notes and the project manual and/or specifications for further and complete landscape planting instructions.

14. Landscape Contractor shall coordinate all planting work with permanent or temporary irrigation work. Landscape Contractor shall be responsible for all hand watering as required by Owner to supplement irrigation watering and rainfall.

15. Landscape Contractor shall be responsible for hand watering in all planting areas, regardless of the status of existing or proposed irrigation.

16. Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited off-site daily. All materials, products and equipment shall be stored in an organized fashion as directed by the Owner.

17. Landscape Contractor shall regrade all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing plant material disturbed or damaged by plant removal, relocation, and/or installation work.

18. Guying I staking practices shall not permit nails, screws, wires etc., to penetrate outer surface of tree or palm. Trees or palms rejected due to this practice shall be replaced at the Contractor's expense.

19. Burlap material, wire cages, plastic straps, etc., must be cut and removed from top one - third

20. Trees grown in grow bags or grow bag type material are not allowed.

21. Plant size specifications take precedence over container size.

(1/3) of root ball.

22. Contractor to verify quantities and report any discrepancies to Owner and/or Landscape Architect.

23. Remove and replace sidewalk. Reconstruct swale. Mill and resurface 2in. avg. using type S-III asphalt mix design on the driving lane. Any work and/or improvements to the right of way including landscaping and irrigation require a separate CMB Public Works Department ROW Construction Permit.

24. The locations of hardscape and landscape, as shown in these plans, are approximate. The final locations may be adjusted to accommodate unforeseen field conditions, to comply with safety setback criteria, to avoid creating unsafe sight conditions, or as otherwise directed by or approved by the landscape architect.

25. Existing grades and existing site information shown on this plan is compiled from base information supplied by the surveyor and architect. The contractor is responsible for confirmation of actual site conditions. Urban robot accepts no responsibility for existing topographic and existing site information.

26. The general contractor shall require landscape installation sub-contractor to provide a detailed report and strategy for the transplanting, staging and reuse of any existing trees or palms within the proposed landscape plans. This shall be verified and approved by the landscape architect.

27. All dimensions and layout information is referenced to coordinates points provided on the survey.

28. The contractor shall verify all existing conditions prior to the commencement of work. Any discrepancies shall be reported to the owner's representative immediately.

29. The contractor shall perform all work in accordance with all local, state and federal regulations and shall obtain all necessary permits for this project.

30. All site work shall be performed in accordance with landscape (I) and, if applicable, civil (c) drawing sets.

31. All notes and dimensions are typical unless otherwise noted.

32. All dimensions are square (parallel or perpendicular) unless otherwise noted. The contractor shall notify the owner/owner's representative immediately in the event of any discrepancies found in the documents and/or field, or of conditions uncovered in the work which are not reflected in the plans.

33. The contractor shall take every precaution to prevent damage to all utilities (both above and below ground) within the project area. Damage to any utilities as a result of actions by the contractor shall be restored by the contractor, at his expense, to conditions equal to or better than before the damage was done.

34. Any areas disturbed by equipment, material storage, demolition and/or installation procedures are to be restored to original (or better) condition by contractor before completion of project and are subject to approval by owner's representative. All existing grassed areas not adequately protected and therefore damaged during construction, shall be replaced by the contractor at no additional cost to the owner.

35. The contractor is responsible for keeping the site clean of miscellaneous debris throughout the construction period. All waste material is to be disposed of immediately to an off-site location, unless otherwise indicated on the plans.

36. Contractor is responsible for general clean-out of all drainage basins (new and existing), manholes and/or other drainage features which have accumulated sediment as a result of construction activities.

37. The contractor shall provide all equipment, labor, materials and related work necessary for the prevention and control of dust resulting from operations in the performance of work of this contract. All cost in connection there with shall be considered to be included in the various unit and/or lump sum prices bid for the various item as listed in the bid.

38. Contractor shall submit shop drawings and/or samples of all materials to landscape architect as required within the detail drawings and notes.

39. All installation shall comply with XXXXX ordinances as stated in Section XXXXXX All discrepancies shall be notified to Landscape Architect immediately.

Miami Gardens

ocka

Westview

NW 95th S

West Little River

Gladeview

Brownsville

Bunche Park

TOTALS

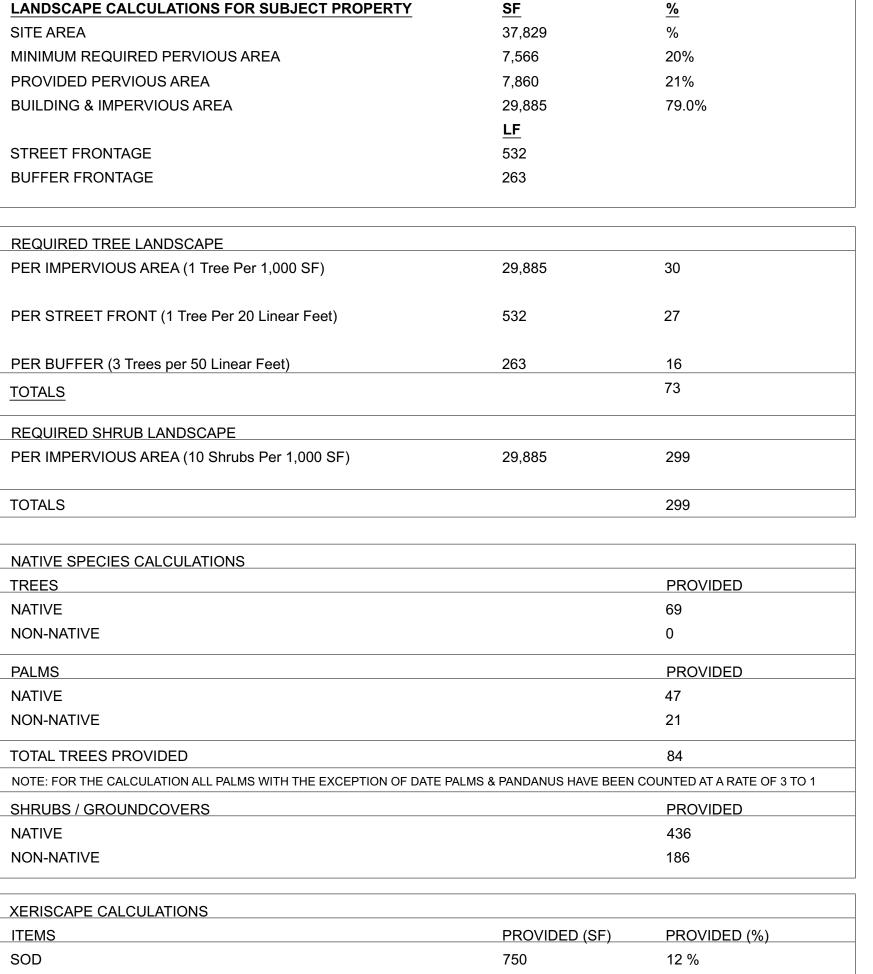
TREES NATIVE

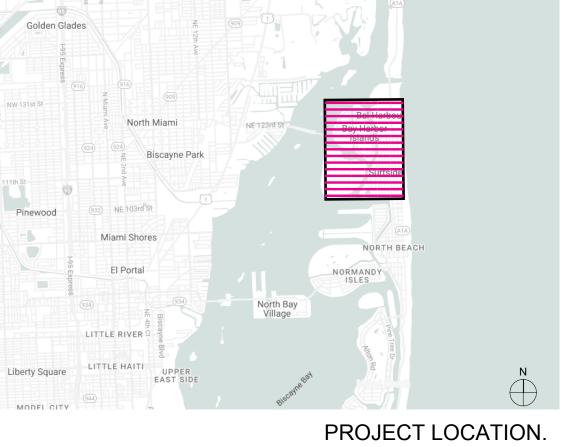
PALMS

ITEMS SOD SHRUBS AND GROUNDCOVER

SMA PAL

TRE TOT LAR MED







SHADE / CANOPY CALCULATION

ADE / CANOPY CALCULATION								
EES	COUNT	REQUIRED (%)	TREES	COUNT	PROVIDED (%)			
TAL TREES REQUIRED	74		TOTAL TREES PROVIDED	84				
RGE	15	20%	LARGE	11	6%			
EDIUM	15	20%	MEDIUM	58	34%			
1ALL	15	20%	SMALL	0	0%			
LMS	29	40%	PALMS	68	40%			

88 %

5,385

ROJECT SITE	
N	

SITE LOCATION

	SHEET INDEX
L001	COVER SHEET
L100	SITE HARDSCAPE PLAN
L101	2ND FLOOR HARDSCAPE PLAN
L102	3RD FLOOR HARDSCAPE PLAN
L103	ROOF HARDSCAPE PLAN
L200	SITE PLANTING PLAN
L201	2ND FLOOR PLANTING PLAN
L202	3RD FLOOR PLANTING PLAN
L203	ROOF PLANTING PLAN
L201	PLANTING DETAILS
L202	PLANT SPECIES IMAGE BOARD
L300	SITE IRRIGATION PLAN
L301	2ND FLOOR IRRIGATION PLAN
L302	3RD FLOOR IRRIGATION PLAN
L303	ROOF IRRIGATION PLAN
L304	IRRIGATION DETAILS
L400	LANDSCAPE BUILDING ELEVATIONS
L401	LANDSCAPE BUILDING ELEVATIONS



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URBAN ROBOT LLC

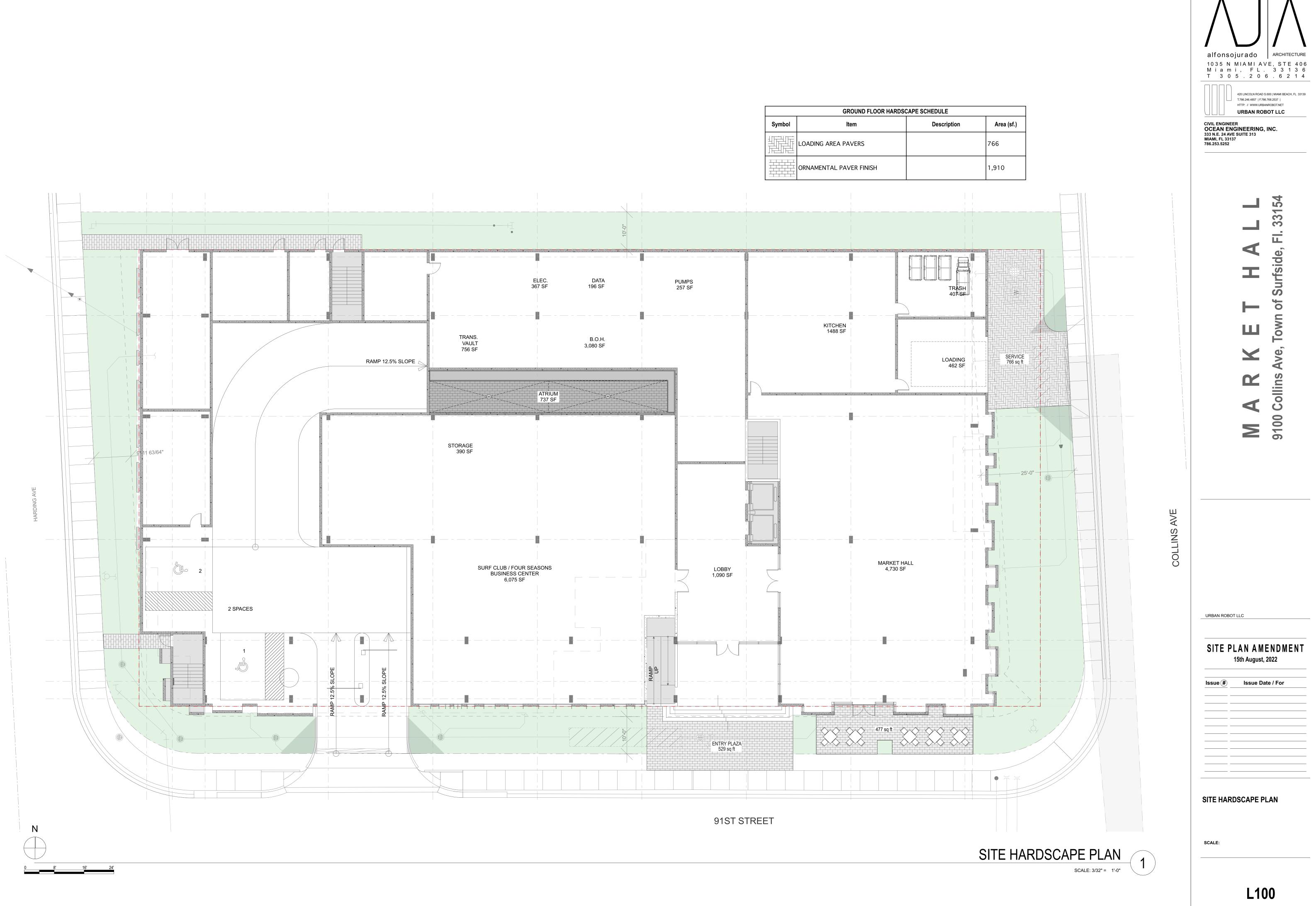
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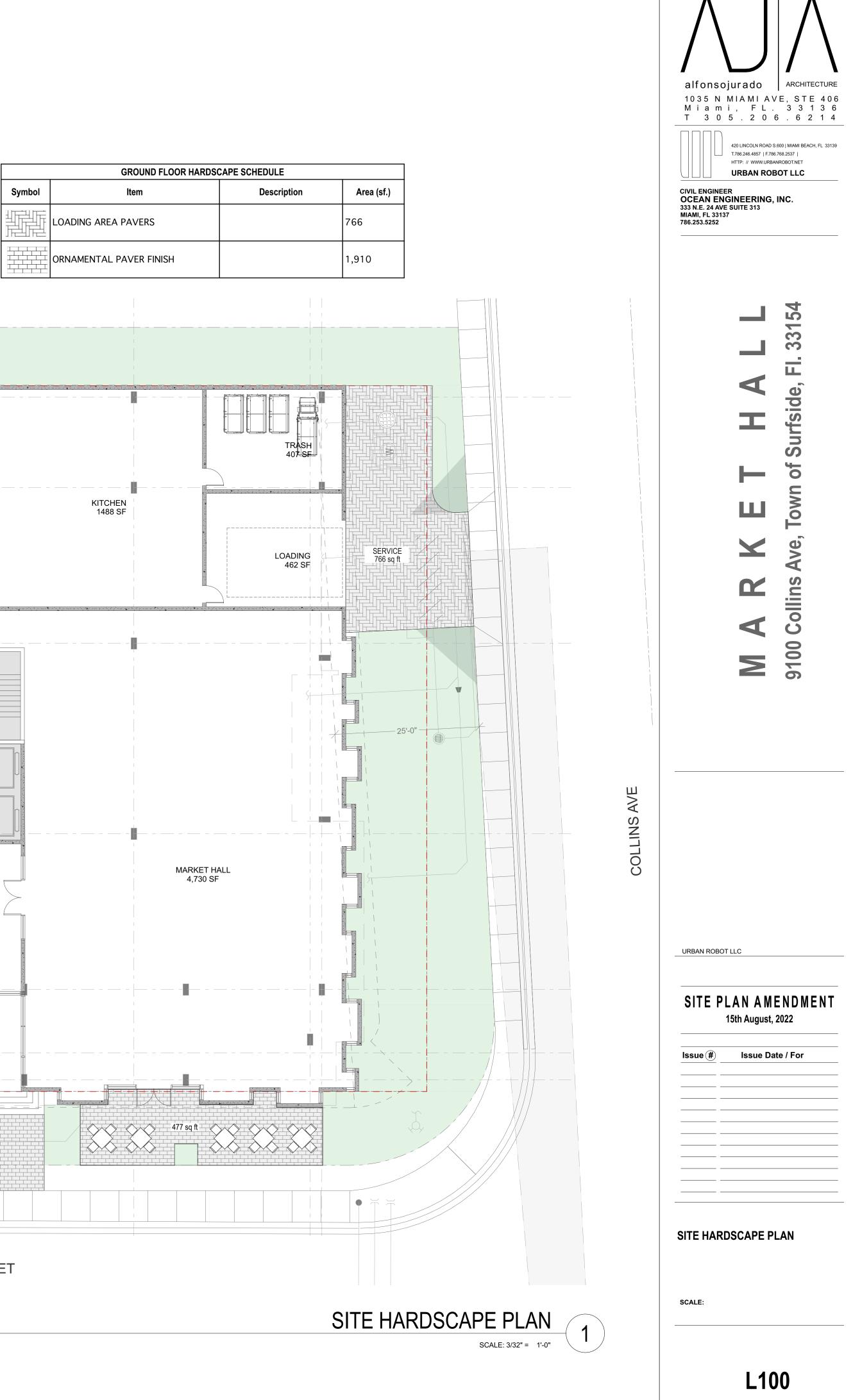
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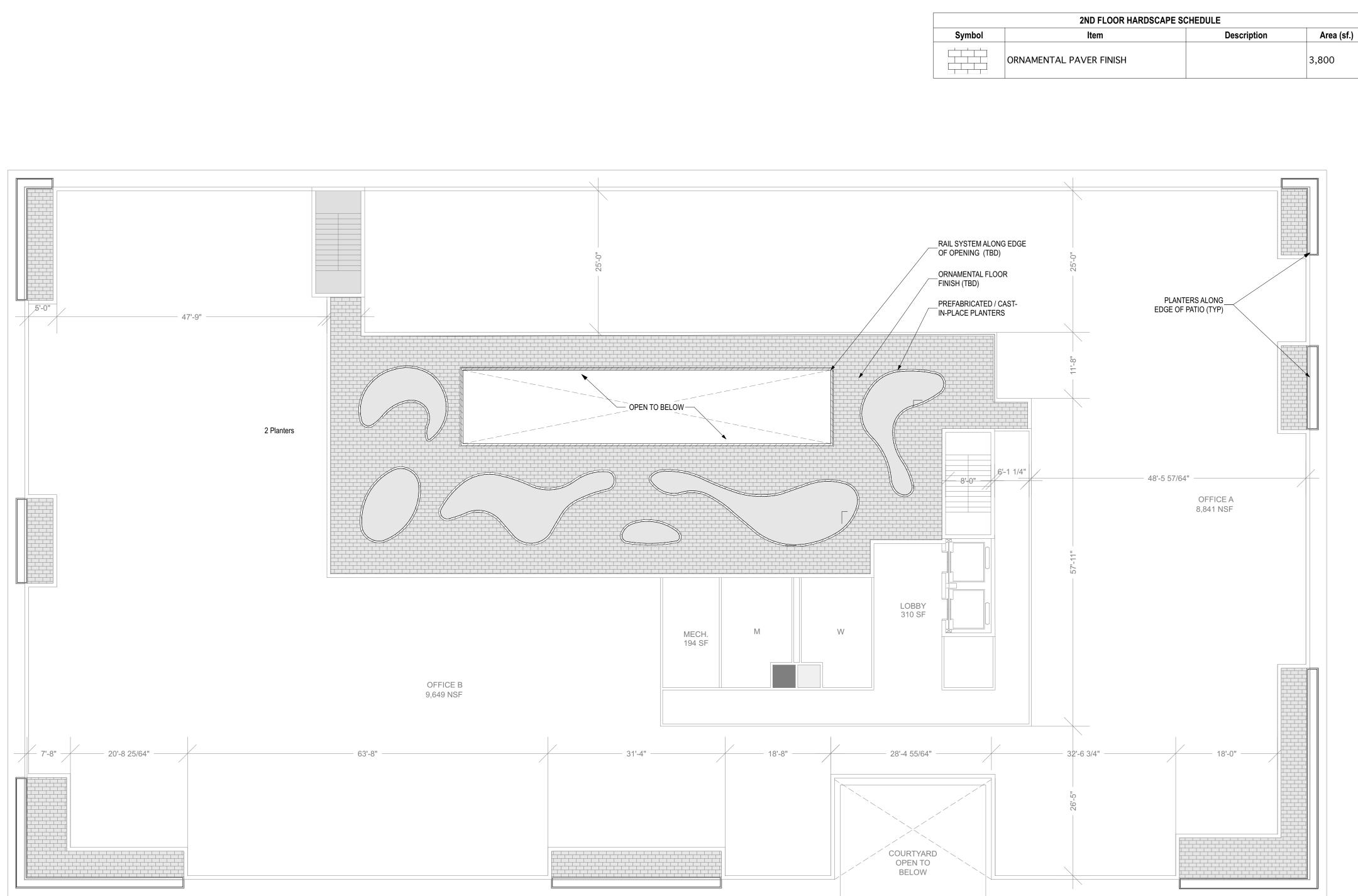
COVER SHEET

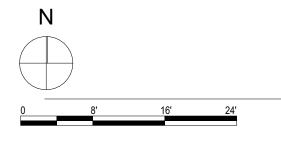
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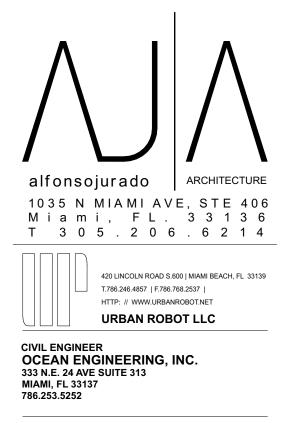






	2ND FLOOR HARDSCA
Symbol	ltem
	ORNAMENTAL PAVER FINISH





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URBAN ROBOT LLC

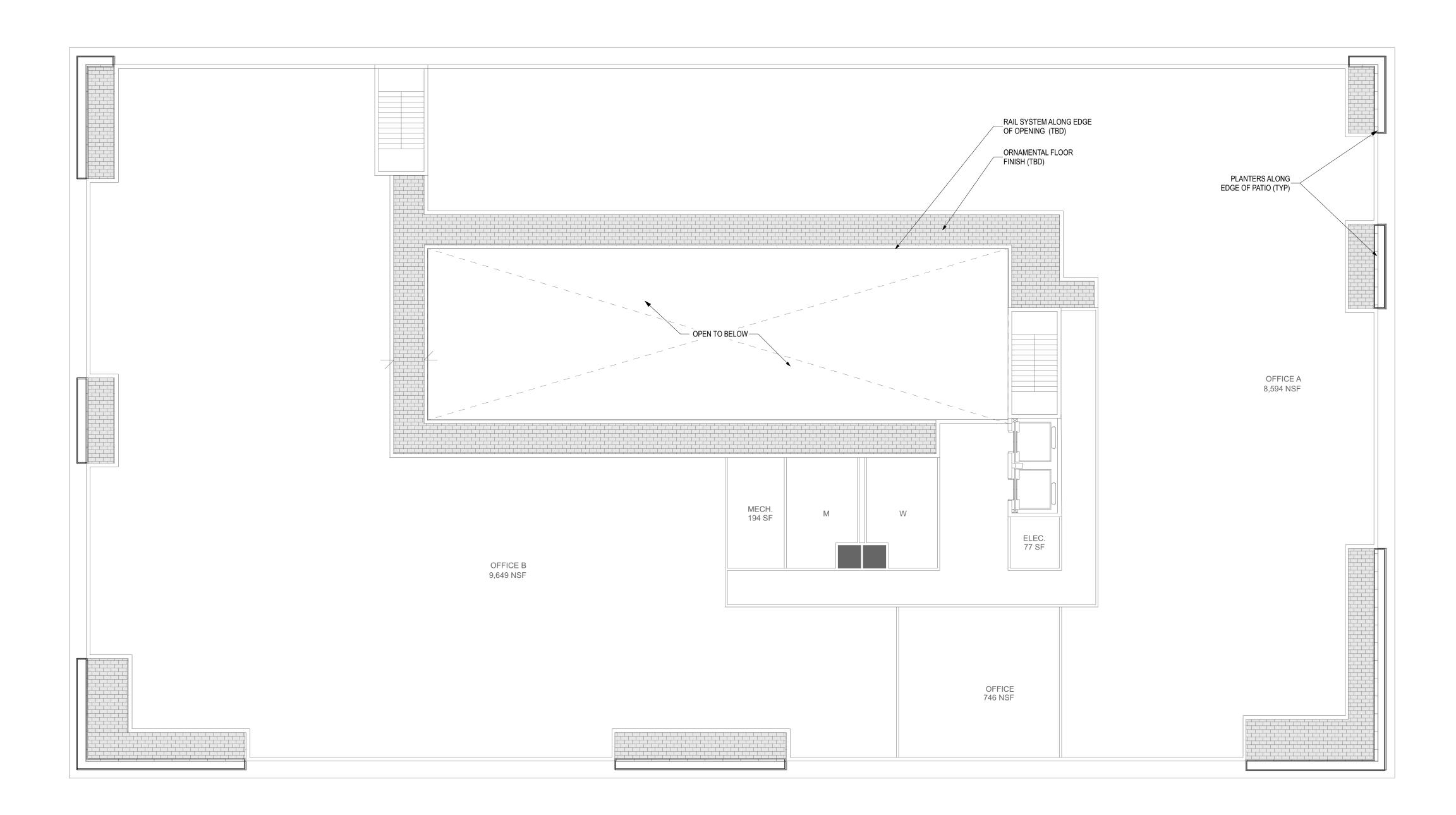
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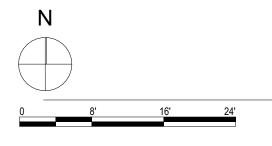
Issue Date / For lssue (#)

2ND FLOOR HARDSCAPE PLAN

SCALE:

L101





	3RD FLOO
Symbol	Item
	ORNAMENTAL PAVER FINISH

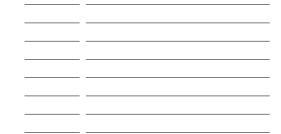


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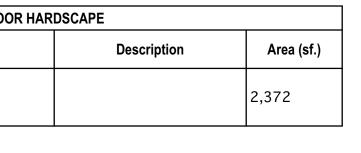
URBAN ROBOT LLC

SITE PLAN AMENDMENT 15th August, 2022

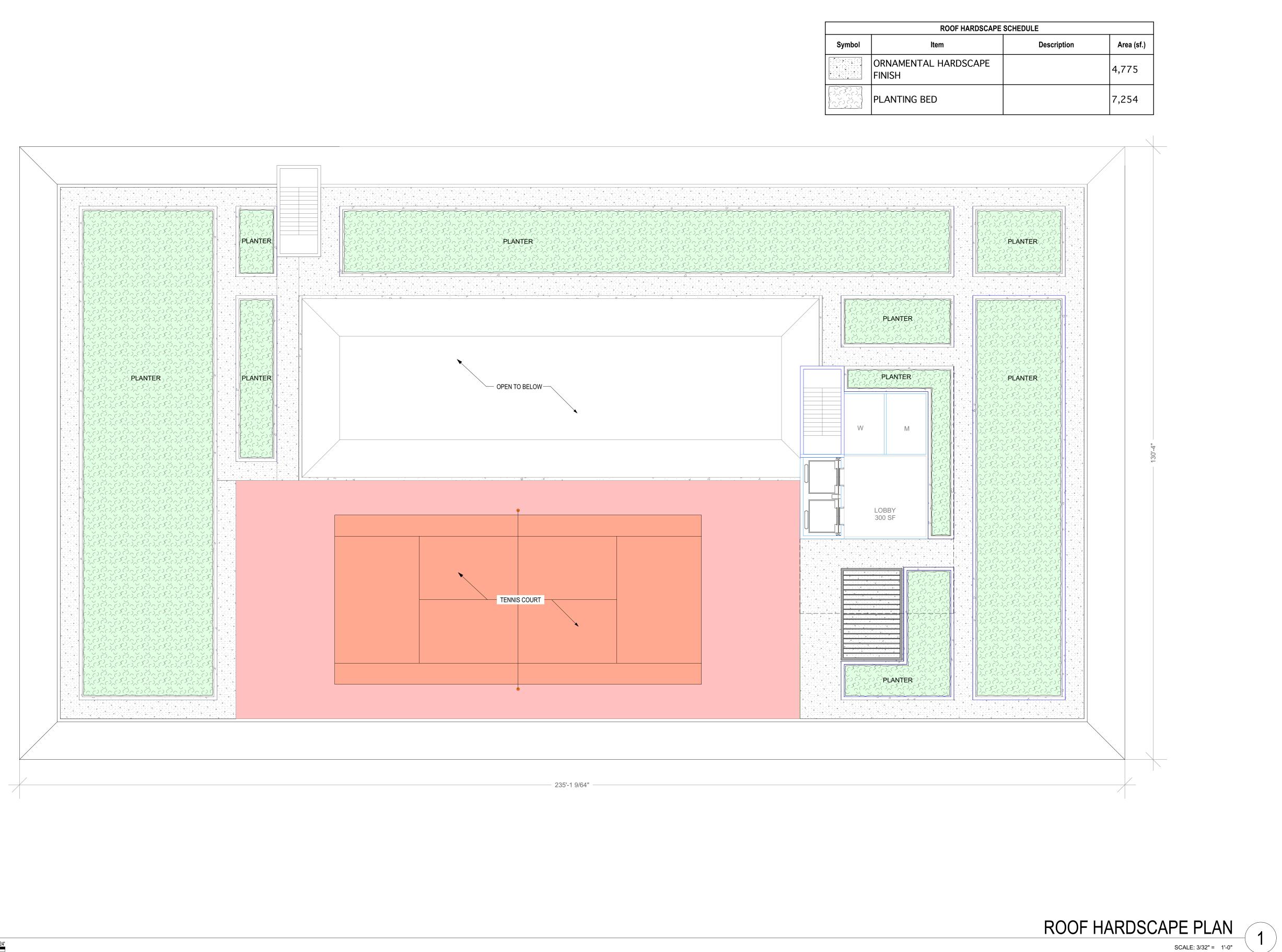
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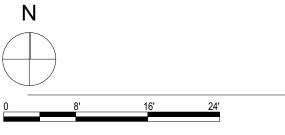


3RD FLOOR HARDSCAPE PLAN









	ROOF HARDS
Symbol	ltem
	ORNAMENTAL HARDSCAF FINISH
	PLANTING BED

ARCHITECTURE 1035 N MIAMI AVE, STE 406 M i a m i , F L . 3 3 1 3 6 T 3 0 5 . 2 0 6 . 6 2 1 4
420 LINCOLN ROAD S.600 MIAMI BEACH, FL 33139 T.786.246.4857 F.786.768.2537 HTTP: // WWW.URBANROBOT.NET URBAN ROBOT LLC CIVIL ENGINEER OCEAN ENGINEERRING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

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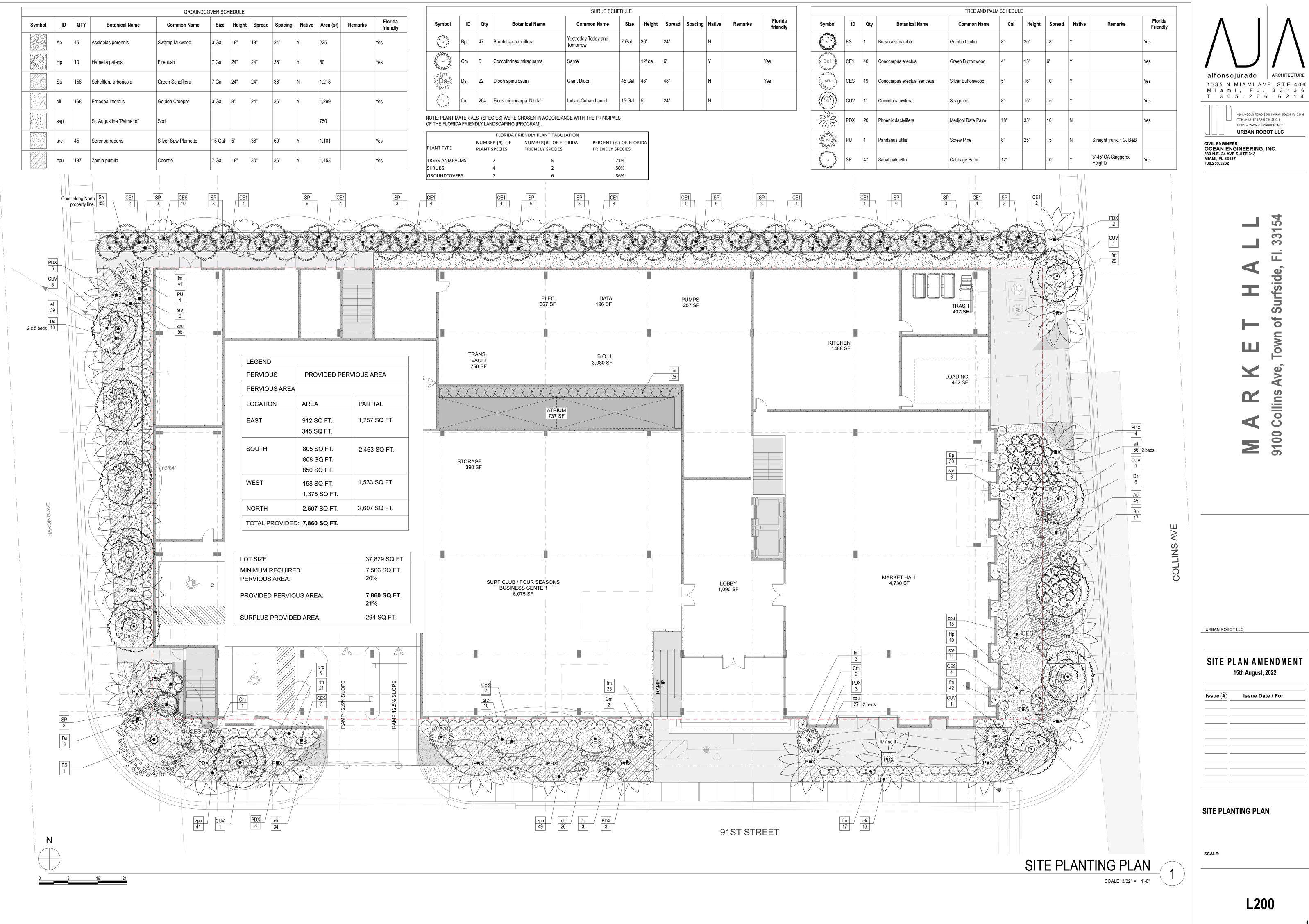
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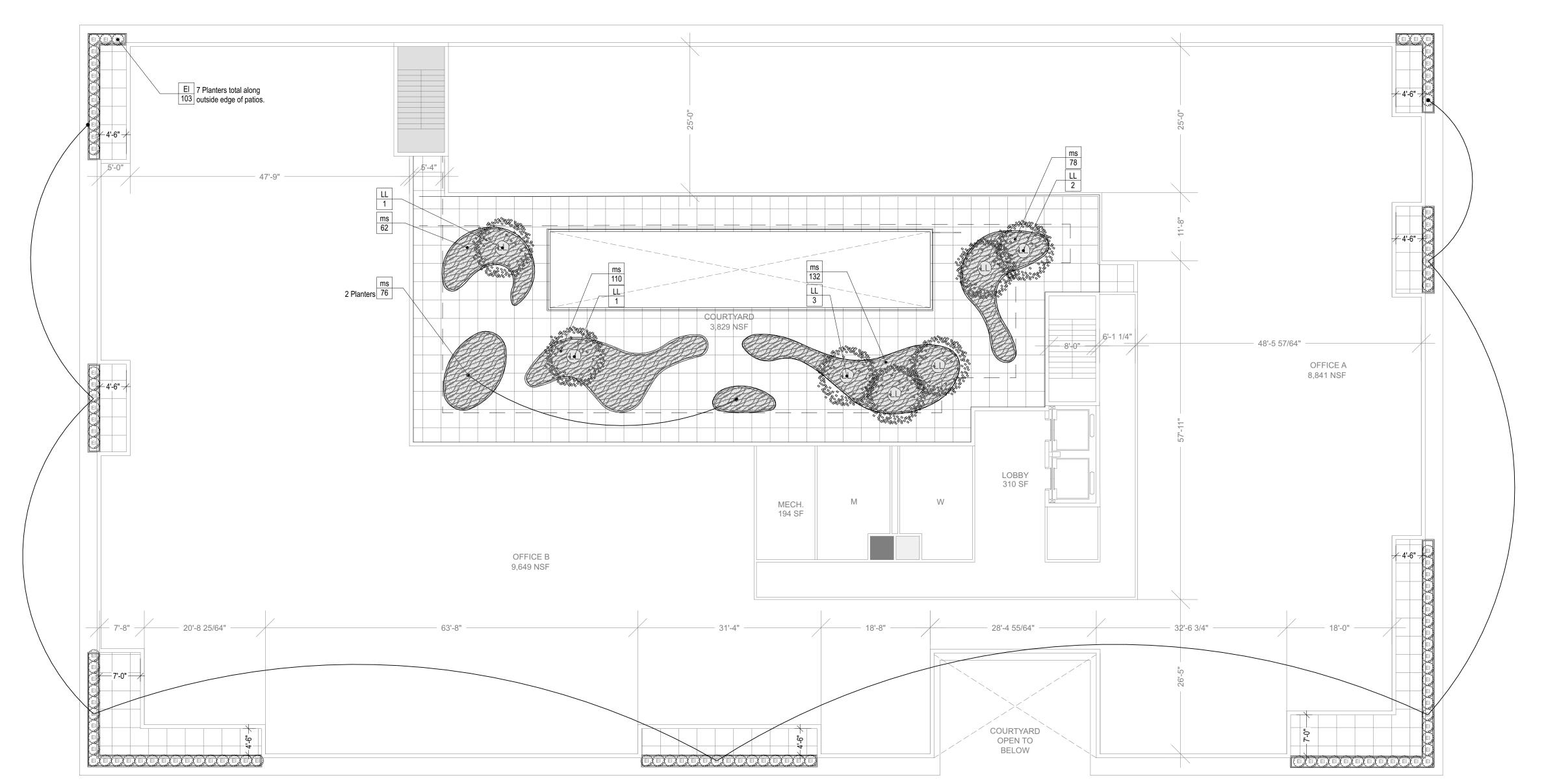
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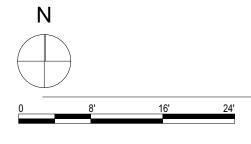
ROOF HARDSCAPE PLAN

SCALE:

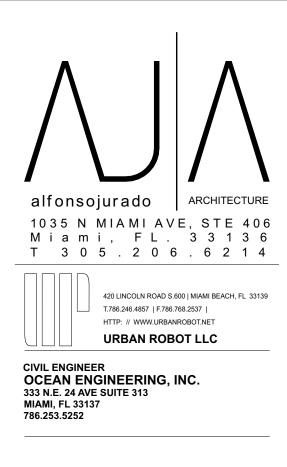
L103







			1	2ND FL	.00R TR	EE SCHEDU	LE					
Symbol	ID	Qty	Botanical Name	Common Nan	Common Name		Height	Spread	Native	Remarks		Florida friendly
L.	LL	7	Ligustrum lucidum	Wax Leaf Privet	Wax Leaf Privet		8'	8'	N	Multi-trunk in	dividuals	Yes
				2ND FLC	DOR SHF	RUB SCHED	ULE					
Symbol	ID	Qty Botanical Name		Common Nar	ne	Size	Height	Spread	Spacin	g Native	Remarks	Florida friendly
	El 103 Ernodea littoralis Golden Beach		Golden Beach Cree	per	3 Gal	6"	18"		Y	Full pots	Yes	
	·	-		2ND FL	OOR GR	OUNDCOVE	ERS	•		-		-
Symbol	ID	QTY	Botanical Name	Common Name	Size	Height	Sprea	d Spacir	ng Nativo	e Area (sf)	Remarks	Florida friendly
	ms	442	Microsorum scolopendrium	Wart Fern	Gals	6"	12	18"	N	778	Full pots.	
		FLC	ORIDA FRIENDLY PLANT	TABULATION (2nd F	LOOR)							
PLANT TYPE				ER(#) OF FLORIDA DLY SPECIES		PERCENT (FRIENDLY S		ORIDA				
TREES AND	PALMS		1	1		:	100%					
SHRUBS			1	1		:	100%					
GROUNDCOVERS		1		0		0%						



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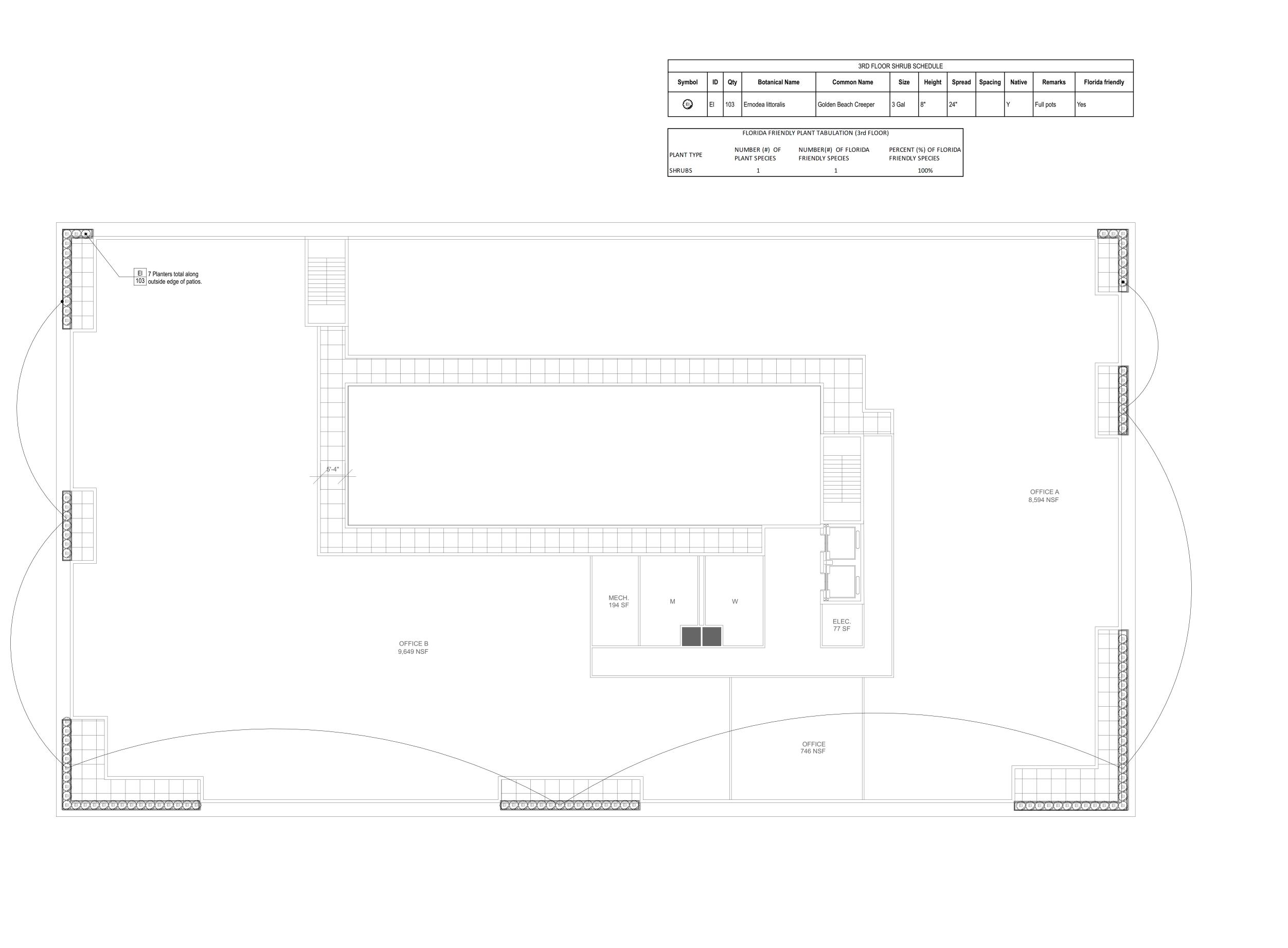
URBAN ROBOT LLC

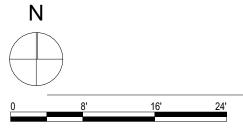
SITE PLAN AMENDMENT 15th August, 2022

Issue (#) Issue Date / For

2ND FLOOR PLANTING PLAN







3RD FLOOR SHRUB SCHEDULE										
Symbol	ID Qty Botanical Name		Botanical Name	Common Name	Size	Height	Spread	Spacir		
	EI	103	Ernodea littoralis	Golden Beach Creeper	3 Gal	8"	24"			
			FLORIDA FRIENDLY PLAN	T TABULATION (3rd FLOOF	R)					
PLANT TYPE NUMBER (#) OF PLANT SPECIES		• •			PERCENT (%) OF FLORIDA FRIENDLY SPECIES					
SHRUBS	UBS 1		1	100%						





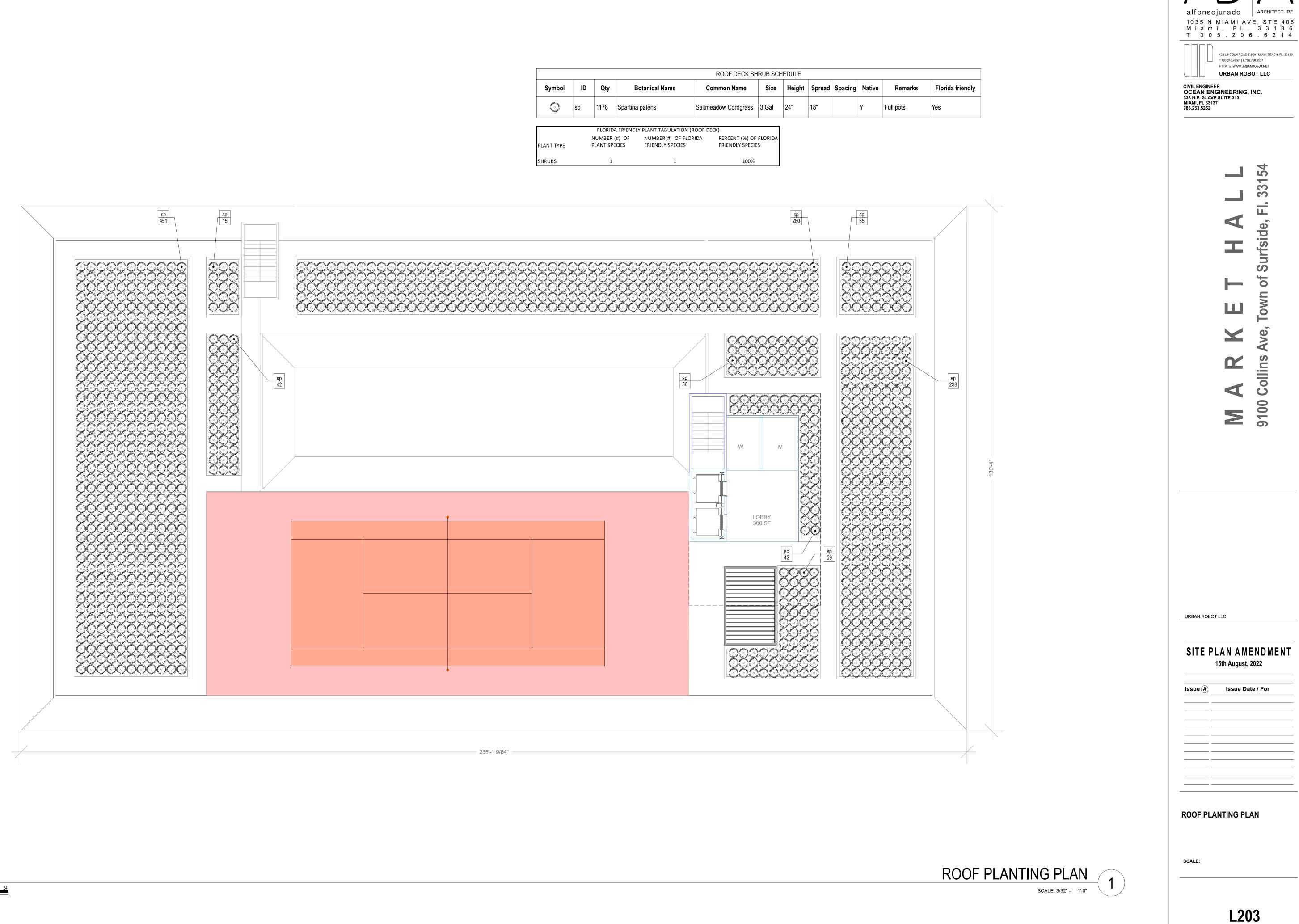
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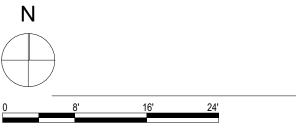
URBAN ROBOT LLC

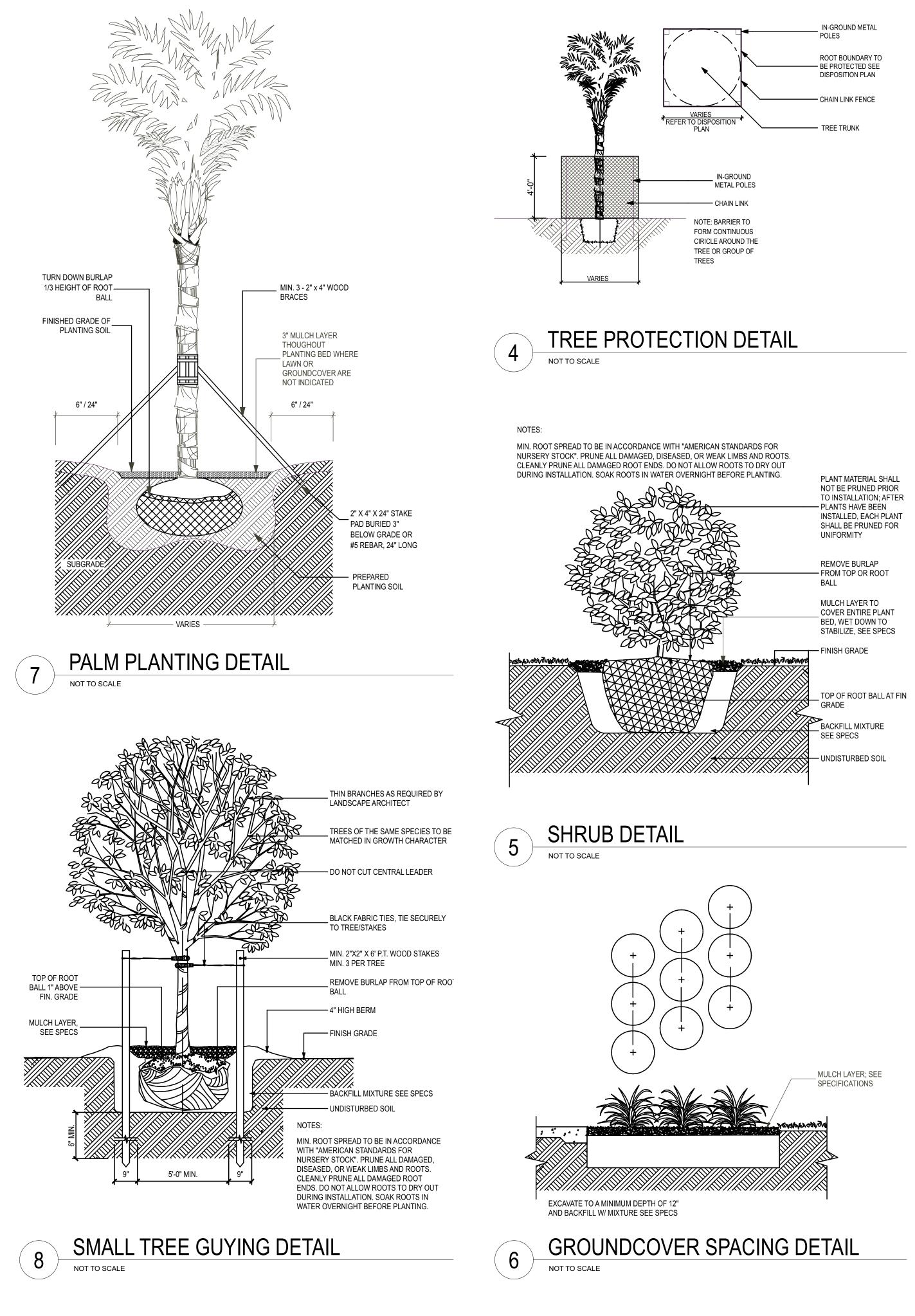
SITE PLAN AMENDMENT 15th August, 2022

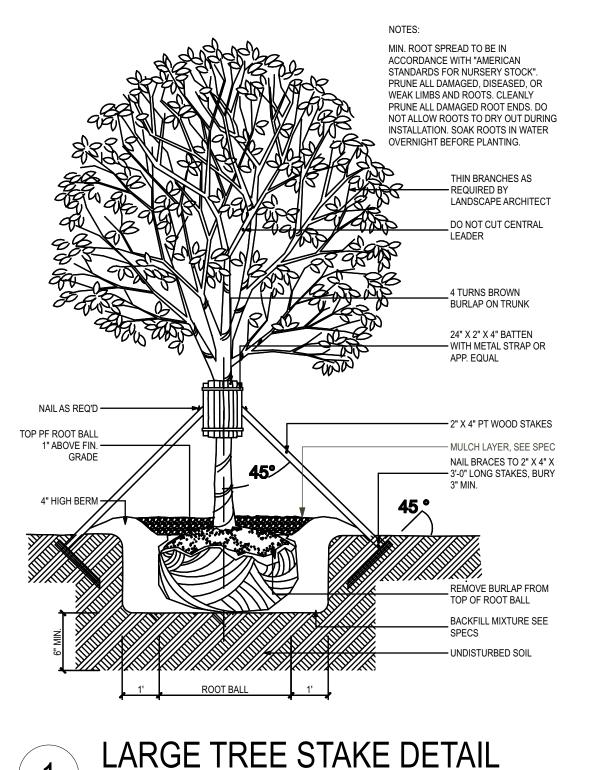
Issue Date / For lssue (#)

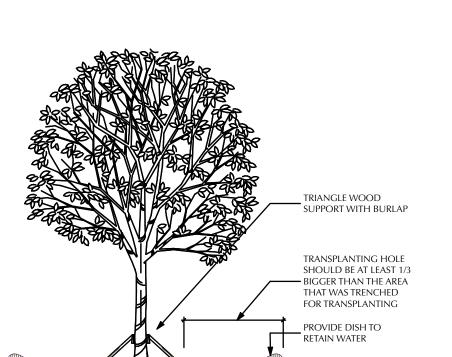
3RD FLOOR PLANTING PLAN











NOT TO SCALE

2

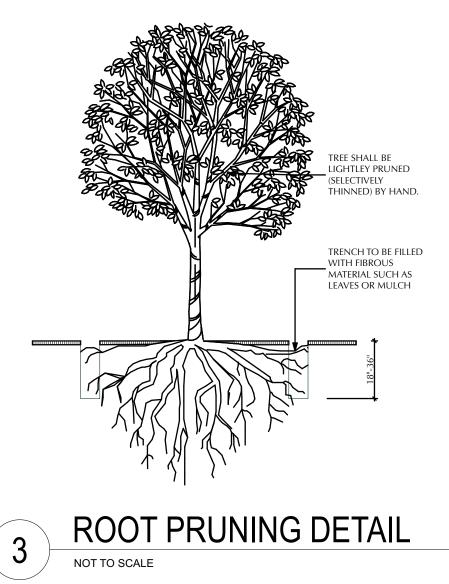
NOT TO SCALE

SET THE TREE NO DEEPER HAN IT WAS IN ITS ORIGINAL GROWING CONDITION

NOTE: HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOPSOIL AND EXISTING SOIL. ELIMINATE

ALD DOCUTE WITH TI

TREE TRANSPLANTING DETAIL



PLANTING SPECIFICATIONS

PLANTING SPECIFICATIONS 1. The Contractor is responsible for maintaining, all planting areas (including watering, spraying, mulching, mowing, fertilizing, etc.) until the job is accepted, in full, by the Owner and/or Landscape Architect.

4. All trees must be guyed or staked as shown in the details.

5. Installation- All plant material shall be installed in a sound, workman- like manner and according to accepted good planting and tree relocation procedures with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and code requirements.

equal.

conditions.

complete.

installed on the site.

2. Apply Roundup (manufactured by Monsanto Corp. or equal.) according to manufacturer's rate and specification within limits of all areas to be planted. Protect existing plants to remain from overspray or spray within root zone. Contractor to ensure total weed eradication from all areas to be planted.

3. Before replacing topsoil, rake subsoil surface clear of stones (1" diameter and larger), debris, rubbish, and remaining roots from removed plant material.

4. Scarify subsoil to a depth of six inches (6").

5. Contractor to apply "Surflan" or equal, or approved pre-emergent herbicide in accordance with manufacturer's rate and specifications.

6. Planting Soil Mixtures: All plant material on grade with the exception of palms and beach material, shall be planted with the following soil mix: Planting Soil Mixture A: a.) Weed free soil and consist of

7. Topsoil shall be natural, fertile, agricultural soil capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, with admixture of subsoil. It shall be free of stones, lumps, live plants an their roots, sticks, and other extraneous matter. Spread topsoil mixture to minimum depth of three inches (3") throughout all lawn areas ...

11. Topsoil shall not be extremely acid or alkaline, nor contain toxic substances which may be harmful to plant growth. The topsoil pH shall be in the range of pH 6.5 to 7.5. If necessary, the Contractor shall apply the appropriate soil amendments adjusting soil pH to assure a pH range of 6.5 to 7.5.

12. Finish grade all topsoil areas to a smooth, even surface, assuring positive drainage away from the structures and eliminate any low areas which may collect water.

MULCH 1. Mulch shall be shredded Florimulch (100% Melaleuca mulch). Planting areas not covered by lawn grass/sod shall be mulched to a minimum depth of 3", in order to present a finished appearance.

2. All root balls shall conform to the size standards set forth in "American Standards for Nursery Stock".

3. All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of windburn prevention.

6. There shall be no chains or cables used on trees or palms. Handle with two inch (2") minimum width nylon straps or

7. Contractor shall assure drainage and percolation of all planting pits prior to installation of plant material. Contractor shall fill all tree pits with water before planting to assure that proper drainage and percolation is available. Correct if required to assure percolation. Contractor is responsible for replacement of all plants lost due to inadequate drain- age

8. Contractor to request final acceptance of project in writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the Owner and the Landscape Architect shall declare the project substantially

9. Contractor to replace rejected plant material within one (1) week of written notice.

10. Contractor shall mulch all plant material throughout and completely to a three inch (3") depth of loose, weed free, sterilized Melaleuca mulch.

11. Plant Material which is not installed at the direction of the landscape architect or owner will become the property of the contractor unless it becomes relocated on site. The Contractor shall provide the owner a credit for any plant material not

SOIL PREPARATION AND SOIL MIX

1. All shrub beds shall be provided with a minimum 30" depth of approved planting soil if existing soil is not acceptable to the Landscape Architect. Shrub beds shall be excavated to 30" depth and soil replaced as specified. Acceptable soil composition shall be 70% sand, 30% organic content with an overall pH range between 6.5 and 7.5.

70% clean silica sand,

30% everglades muck, and

b.) There must be a slight acidic reaction to the soil with no excess calcium or carbonate. c.) Soil shall be delivered in a loose friable condition.

All palms + beach material on grade shall be planted with the following:

Planting Soil Mixture B:

a.) 80% clean sillca sand b.) 20% everglades mack

All elevated planting areas on structure shall be planted with the following unless otherwise approved by L.A

Planting Soil Mixture C:

Mix specifically designed to meet project requirements based on climatic region and plant requirements. a.) 50% Coarse Stalite, 5/16" Expanded Aggregate

b.) 25% Clean Silica Sand

c.) 10% Pine fines d.) 15% Approved Compost

8. Remove all rocks and other objects over one inches (1") in diameter.

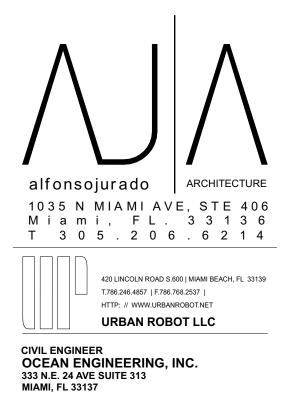
9. Smooth all soil mixture to five inches (5") below top of surrounding pavement edges. This allows room for 3" of mulch and 2" clear space below top of pavement.

10. Smooth topsoil mixture to two inches (2") below finish grade in areas to be sodded.

13. Contractor shall assure percolation and drainage of all planting pits prior to planting. Contractor will be responsible for all plants lost due to the lack of percolation.

14. Contractor to remove debris and excess material daily from job site. Contractor shall remove all staking of trees and palms after twelve (12) months of substantial completion.

2. Any other mulch must be must be submitted to and approved.



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SITE PLAN AMENDMENT 15th August, 2022

ssue (#)	Issue Date / For

PLANTING DETAILS





Seagrape Conocarpus uvifera



Gumbo Limbo Bursera simaruba



Sabal Palm Sabal palmetto



Miraguama Palm Coccothrinax miraguama

PALMS

SHRUBS GROUNCOVERS & ACCENTS



Giant Dioon Dioon spinulosum



Silver Saw Palmetto Serenoa repens çinerea'



Coontie Zamia pumila



Bloodyflower Yellow Asclepias curassavica



Silver Buttonwood Conocarpu erectus 'seriseus'



Green Buttonwood Conocarpu erectus 'seriseus'



Wax-leaf privet Ligustrum japonicum

Medjool Date Palm Phoenix Dactylifera



Screw Pine Pandanus utilis

Firebush Hamelia patens



Green Island Ficus Ficus microcarpa



Saltmeadow Cordgrass Spartina patens



Yesterday-Today-and Tomorrow Brunfelsia pauciflora



Green Schefflera Schefflera arboricola



Wart Fern Phymatosorus scolopendria



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Golden Beach Creeper Erdonea littoralis

Palmetto St. Augustine

URBAN ROBOT LLC

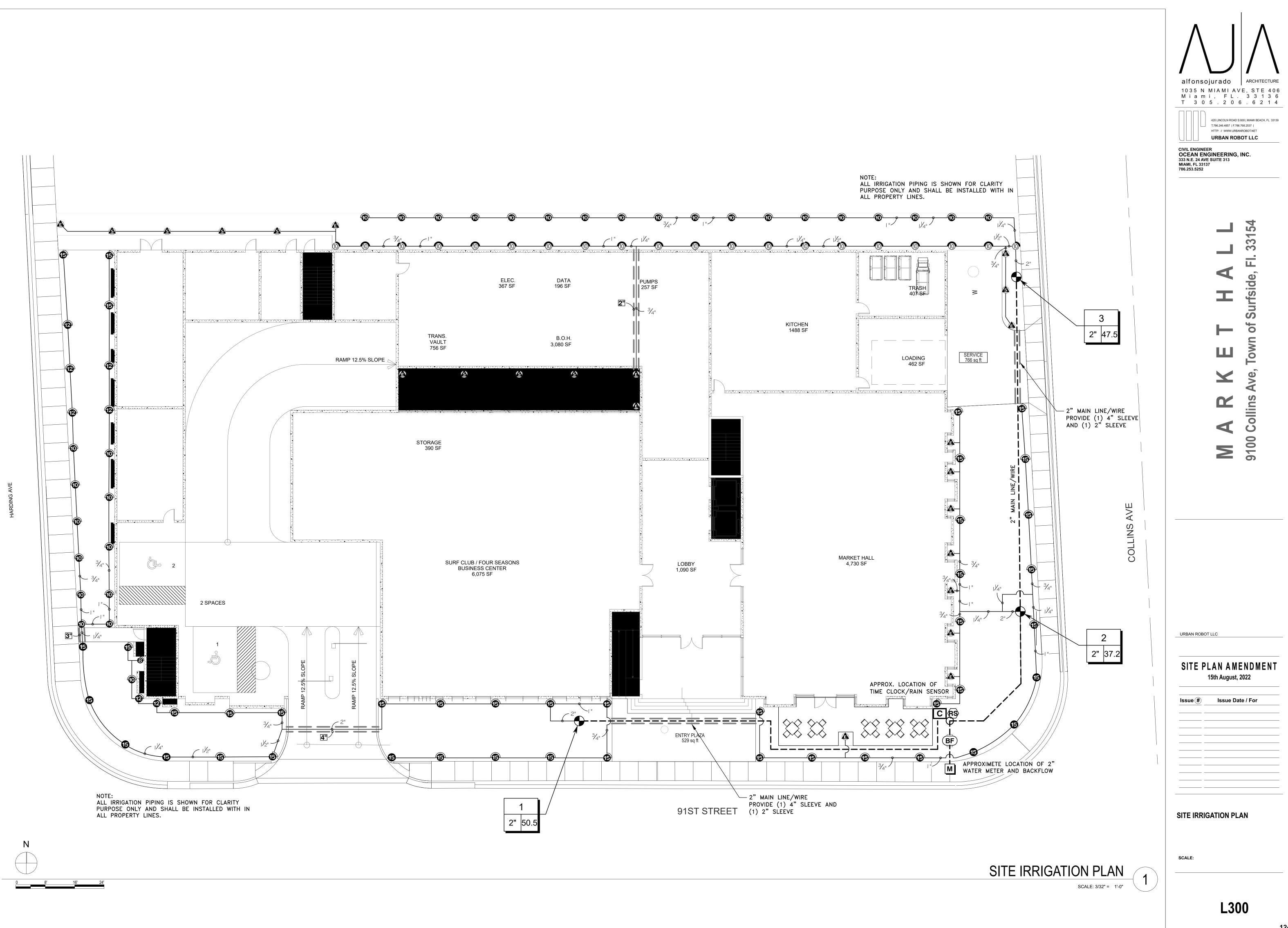
SITE PLAN AMENDMENT 15th August, 2022

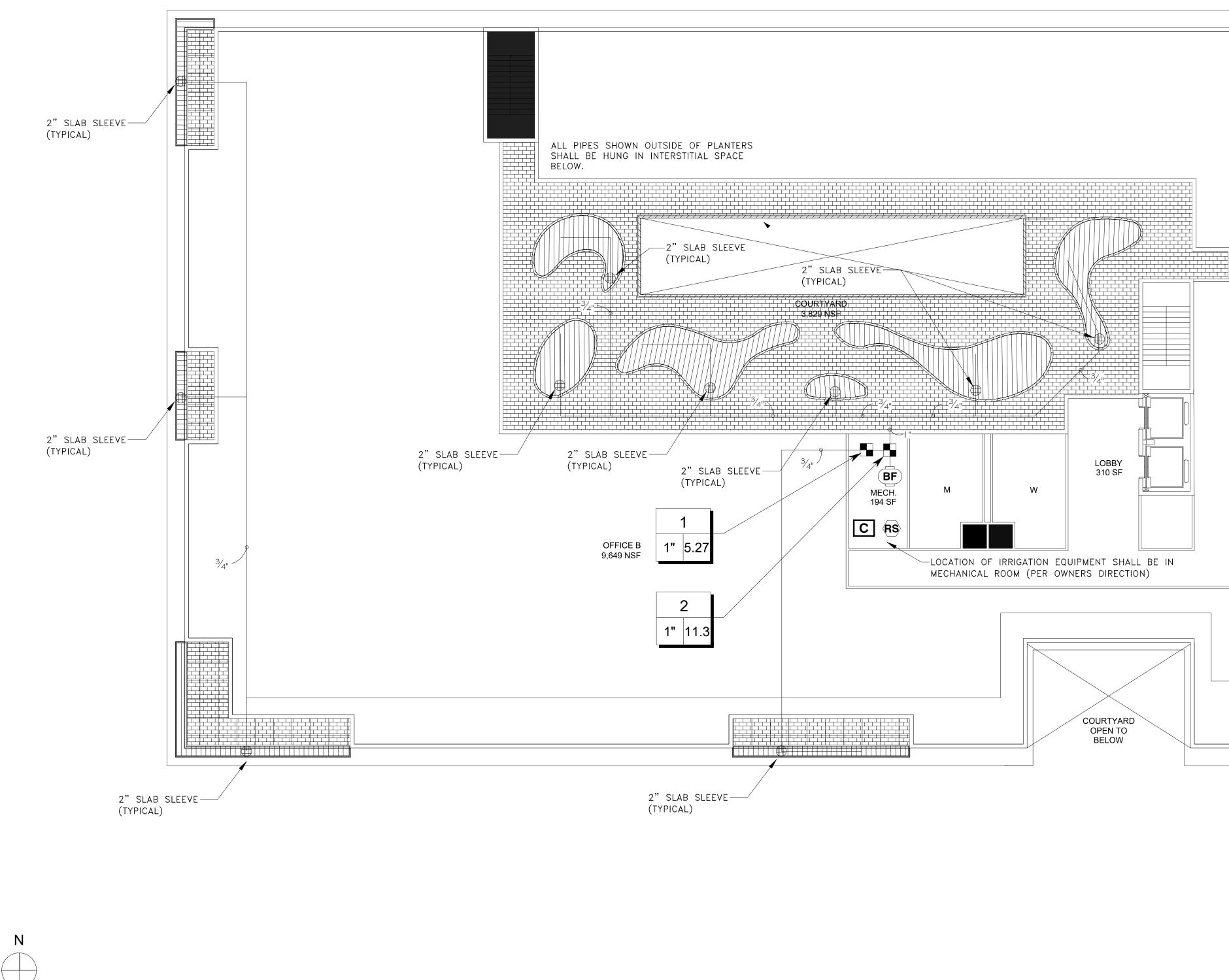
Issue Date / For lssue (#)

PLANT SPECIES IMAGE BOARD

SCALE:

L202









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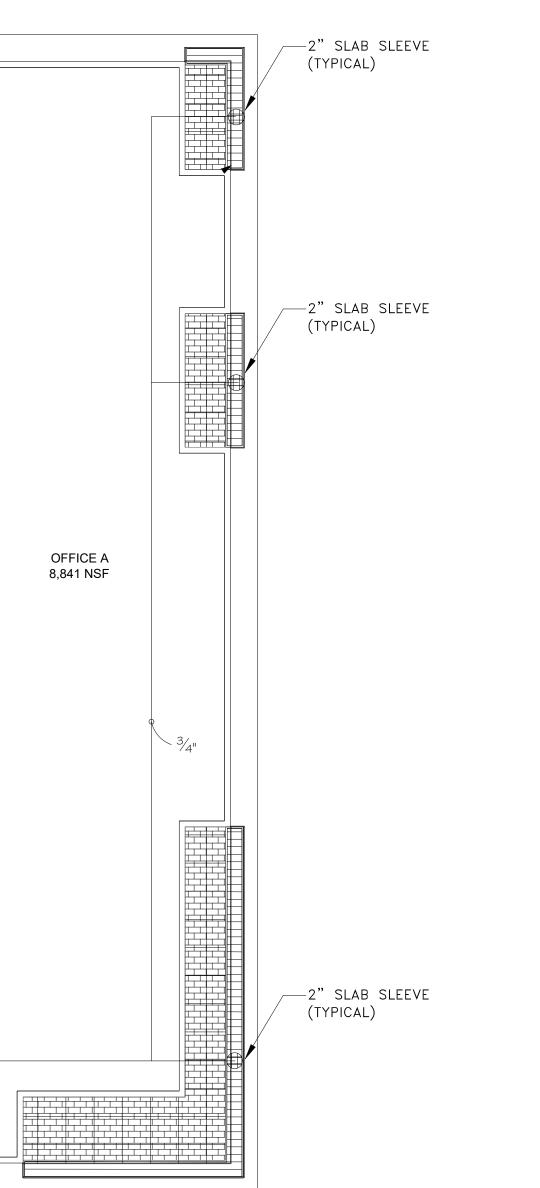
SITE PLAN AMENDMENT 15th August, 2022

Issue Date / For lssue (#)



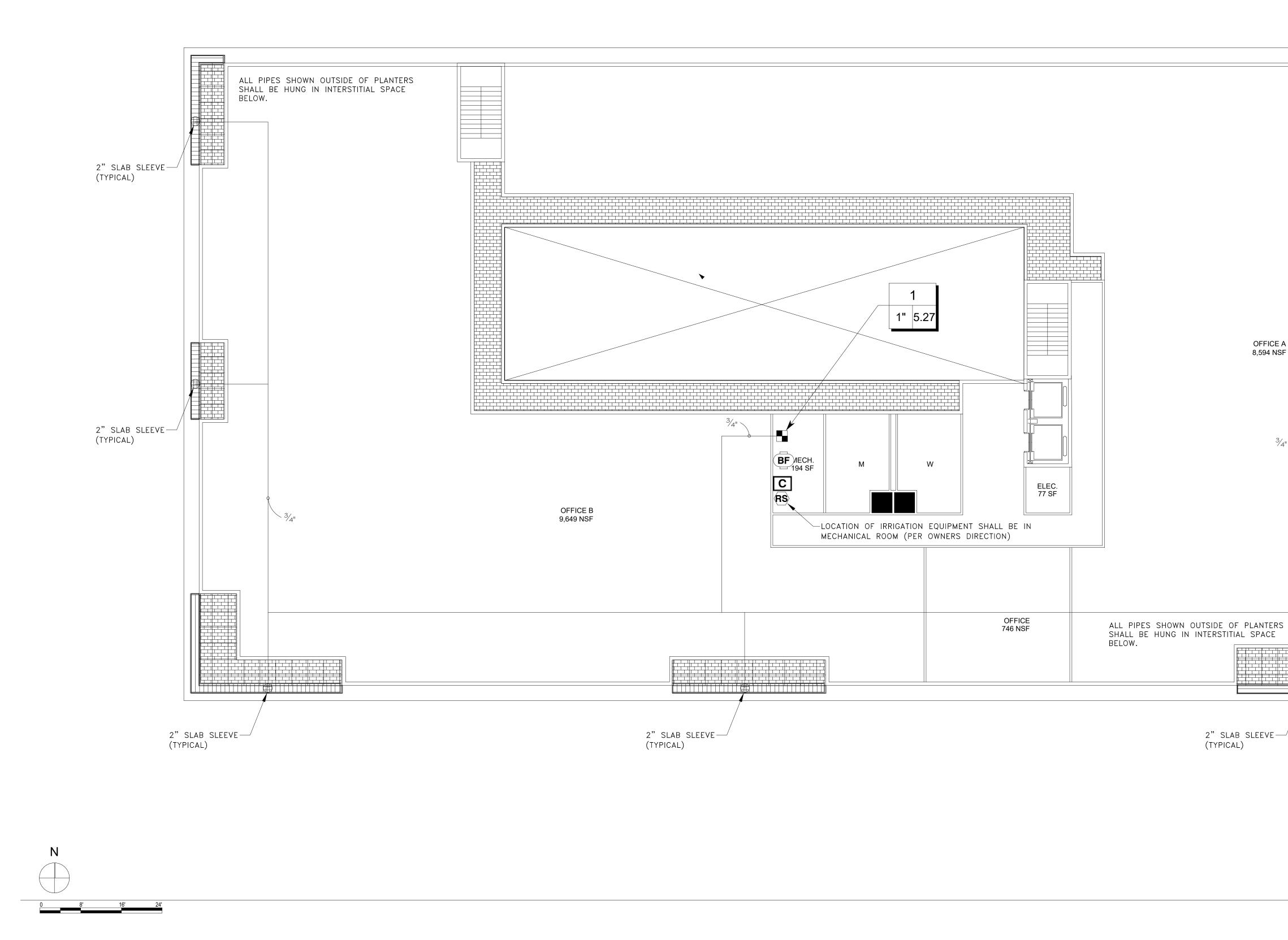
2ND FLOOR IRRIGATION PLAN

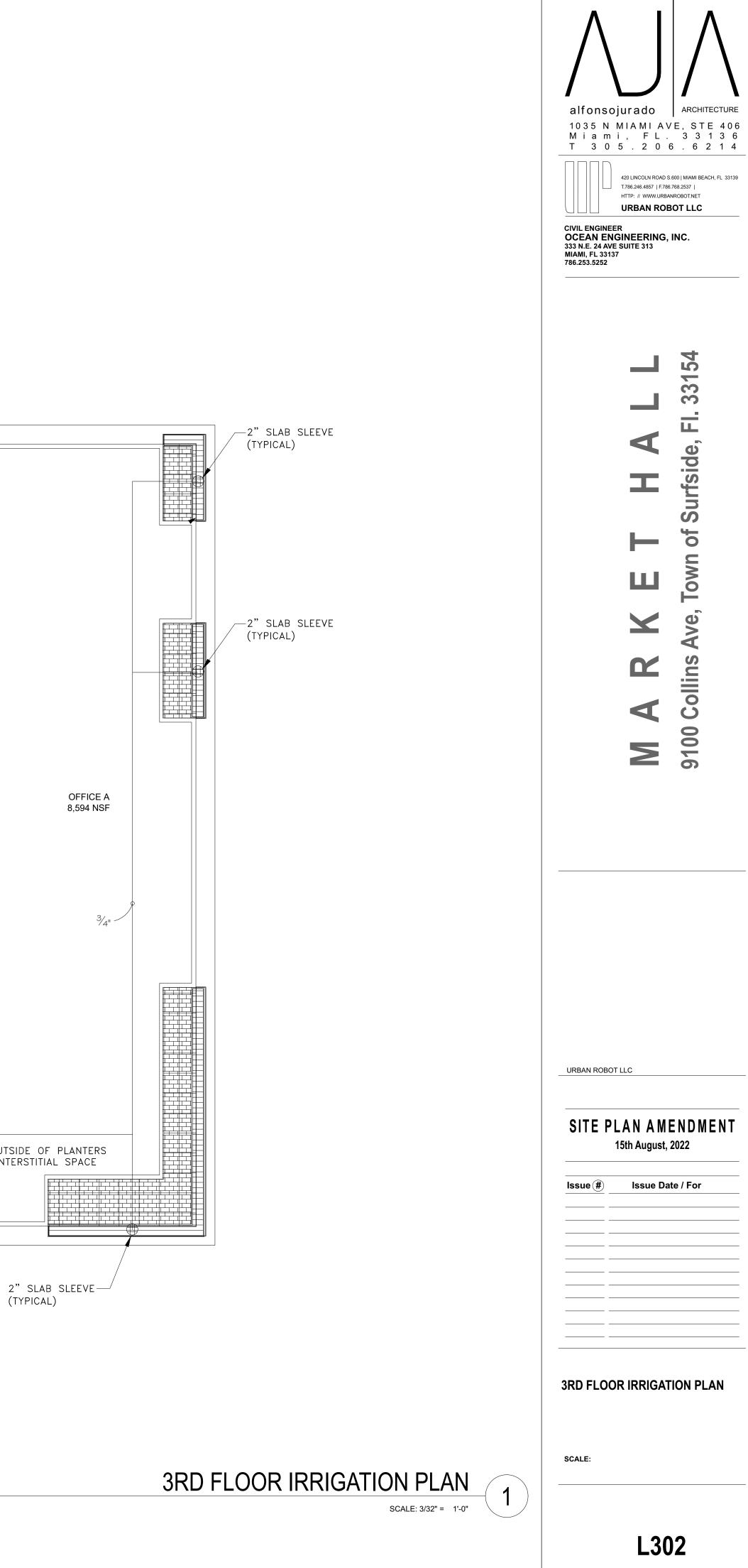
SCALE:

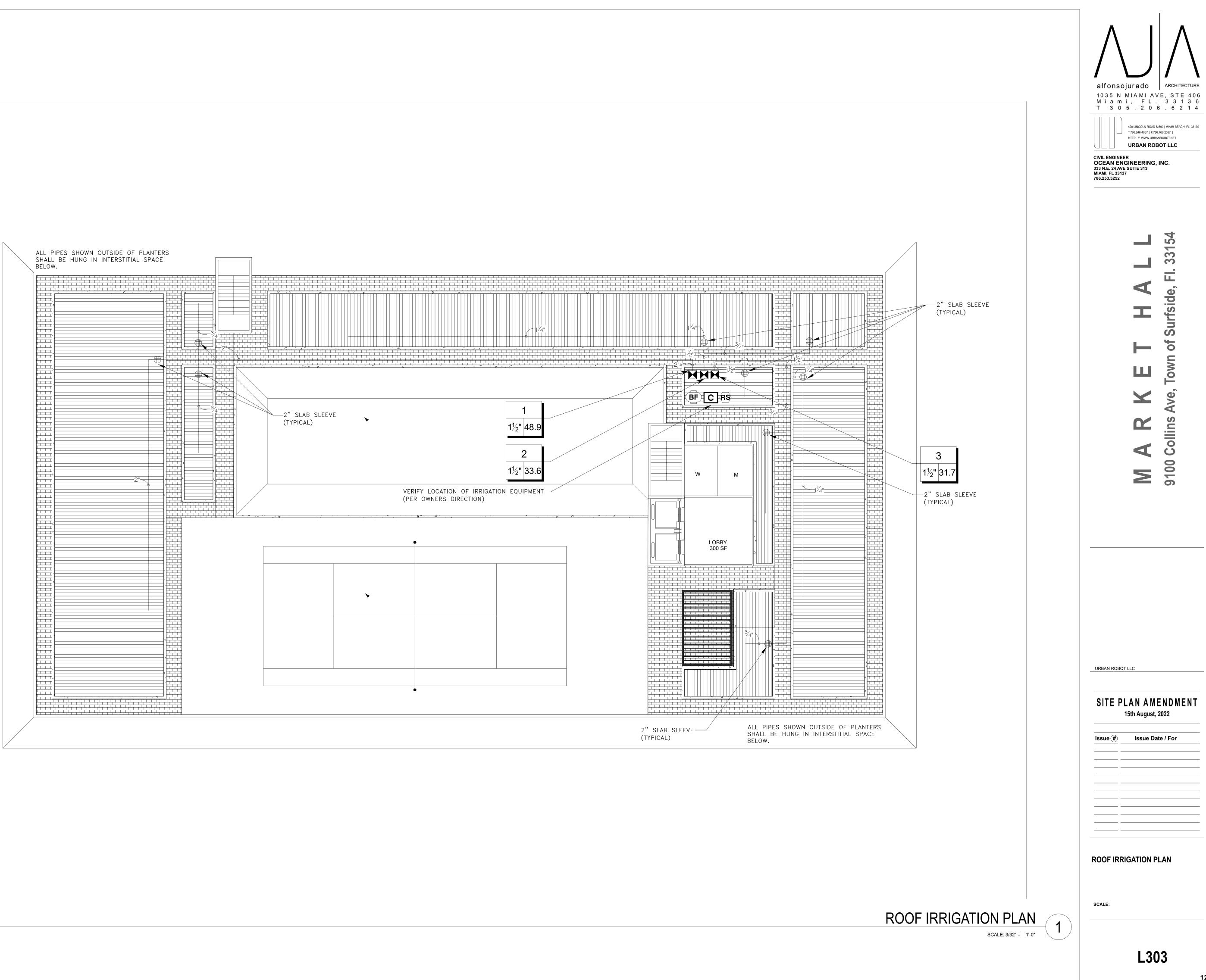


SCALE: 3/32" = 1'-0"

L301





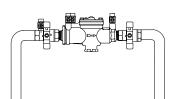


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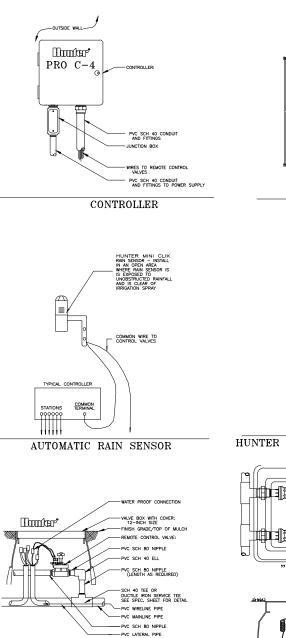
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Hunter PROS-06 10' radius Turf Spray, 6.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.
ES LCS RCS CS SS	Hunter PROS-12 5' strip spray Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.
	Hunter PROS-12 10' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.
	Hunter PROS-12 12' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.
	Hunter PROS-12 15' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.
468 02 57	Hunter PROS-12 Adjustable Arc Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.
<u>symbol</u>	MANUFACTURER/MODEL/DESCRIPTION
	Hunter ICZ-101-40 Drip Control Zone Kit. 1" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.
X	Hunter ICZ-151-XL-40 Drip Control Zone Kit. 1-1/2" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 20 GPM to 60 GPM. 120 mesh stainless steel screen. 1-1/2" inlet x single 2" outlet
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Hunter ICV-G ", I-I/2", 2", and 3" Plastic Electric Remote Control Valves, Globe Configuration, with NPT Threaded Inlet/Outlet, for Commercial/Municipal Use.
BF	Febco 765 2" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12" (305MM) above highest downstream outlet and the highest point in the downstream piping.
С	Hunter PC-400 Light Commercial & Residential Controller, 4-station base module controller, 120 VAC, Outdoor model
RS	Hunter MINI-CLIK Rain Sensor, mount as noted
Μ	Water Meter 2"
	Irrigation Lateral Line: PVC Schedule 40
	Irrigation Mainline: PVC Schedule 40
	Pipe Sleeve: PVC Schedule 40
_	Valve Callout
# •	Valve Number
#• #●	Valve Flow

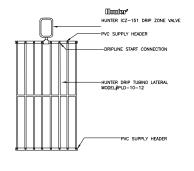
– Valve Size



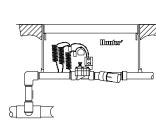
RPZ BACKFLOW PREVENTER



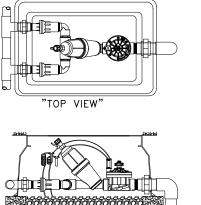
HUNTER ICV VALVE



HUNTER DRIP LINE

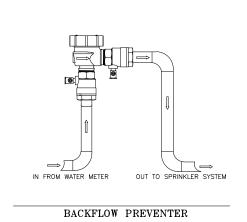


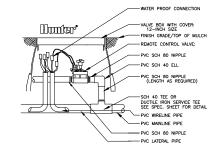
HUNTER ICZ-101-151 DRIP ZONE VALVE



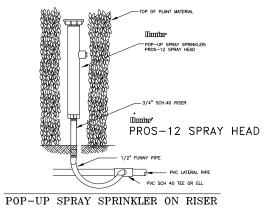
"SIDE VIEW" ICZ-151-40 DRIP CONTROL KIT

DODDER IRRIGATION DETAIL





HUNTER ICV VALVE



general notes

- at the time of said rejection.
- be sleeved.
- preventer as per local codes.
- representative.
- the controller.
- grade unless otherwise specified.
- overspray onto walks, streets, walls, etc.
- possible.
- responsibility for any revisions necessary.
- and specifications.

1. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site

2. All mainline, lateral line and control wire conduit under paving shall be installed in separate sleeves. Sleeves shall be a minimum of twice (2X) the diameter of the pipe to

3. Install all backflow prevention devices and all piping between the point of connection and the backflow

4. Final location of the backflow preventer and automatic controller shall be approved by the owner's authorized

5. 120 VAC electrical power source at controller location shall be provided by others. The electrical contractor shall make the final connection from the electrical source to

6. All sprinkler heads shall be set perpendicular to finish

7. The irrigation contractor shall flush and adjust all sprinkler heads and valves for optimum spray with minimal

8. This design is diagramatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas wherever possible. The contractor shall locate all valves in shrub areas where

⁹. It is the responsibility of the irrigation contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The irrigation contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves through walls, under roadways and paving, etc.

10. Do not willingly install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full

11. All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations

12. The irrigation contractor shall install check valves on all heads in areas where finish grade exceeds 4:1, where post valve shut-off draining, of the irrigation head occurs or as directed by the owner's authorized representative.

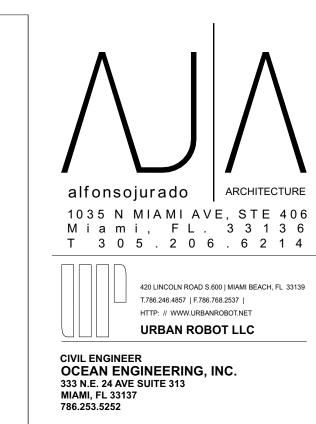
13. The contractor shall provide 1800 PCS (pressure compensating screens) as necessary to reduce or eliminate overspray onto streets, walks or other areas as directed by the owner's authorized representative.

14. All control wires shall be installed in PVC conduit.

15. All remote control valves, gate valves, quick couplers, control wire and computer cable pull points shall be installed in approved valves boxes with covers.

16. The installation devices are to be guaranteed for the period of (1) year from the date of final acceptance.

IRRIGATION DETAILS



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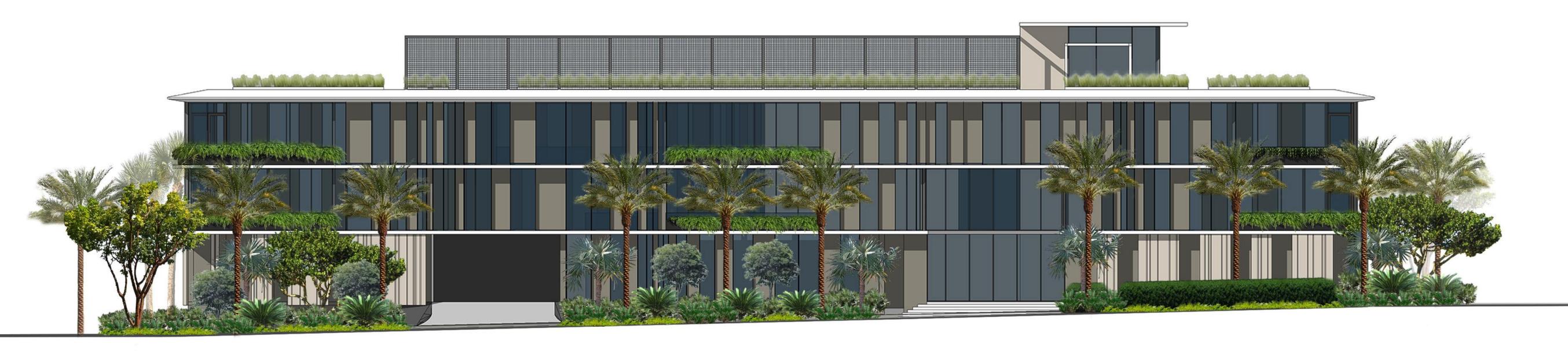
URBAN ROBOT LLC

SITE PLAN AMENDMENT 15th August, 2022

Issue Date / For lssue (#)

IRRIGATION DETAILS

SOUTH



NORTH



alfonsojurado ARCHITECTURE 1035 N MIAMIAVE, STE 40 Miami, FL. 33136 T 305.206.6214
420 LINCOLN ROAD S.600 MIAMI BEACH, FL 3313 T.786.246.4857 F.786.768.2537 HTTP: // WWW.URBANROBOT.NET URBAN ROBOT LLC
CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

MARKETHALL 9100 Collins Ave, Town of Surfside, FI. 33154

URBAN ROBOT LLC

SITE PLAN AMENDMENT 15th August, 2022

Issue (#) Issue Date / For

LANDSCAPE BUILDING ELEVATIONS

SCALE:

L400











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URBAN ROBOT LLC

SITE PLAN AMENDMENT 15th August, 2022

Issue (#) Issue Date / For

LANDSCAPE BUILDING ELEVATIONS

SCALE:

L401

130

GENERAL NOTES AND SPECIFICATIONS

I. APPLICABLE CODES

1. ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT TOWN OF SURFSIDE AND COUNTY STANDARDS AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY BY OTHERS.

4. EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS OF UTILITY OWNERS, AS REQUIRED.

5. EXISTING STRUCTURES, UTILITIES AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, TREES SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE PLANS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY REPAIR THE DAMAGED ITEM(S) TO THE CONDITION OF THE ITEM(S) PRIOR TO THE DAMAGE. THIS WORK SHALL BE AT NO ADDITIONAL COST TO THE OWNER.

6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

7. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL OR DELIVER SAID PUBLIC PROPERTY TO THE COUNTY YARD.

8. THE CONTRACTOR SHALL COORDINATE HIS/HERS WORK WITH ANY OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECT.

9. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.

10. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

II. PRECONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.

2. 48 HOURS BEFORE BEGINNING CONSTRUCTION IN THE AREA, THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE CALL ONE OF FLORIDA, INC. AT 1-800-432-4770 AND ANY OTHER UTILITIES WHICH MIGHT BE AFFECTED.

3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.

4. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT. (WITH THE EXCEPTION OF DRAINAGE AND WATER & SEWER APPROVALS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND FDOT WHICH WILL BE OBTAINED BY THE ENGINNEER OF RECORD.)

5. THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.

6. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS.

III. INSPECTION AND TESTING

INSPECTIONS: THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:

- 1.) STORM DRAINAGE 2.) SANITARY SEWER
- 3.) WATER SYSTEM SUBGRADE SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
- 4.) LIMEROCK BASE SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT. 5.) ASPHALTIC CONCRETE
- 6.) FINAL WALK-TRROUGH INSPECTION

7.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.

IV. SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: WATER/SEWER MAIN PIPING AND ASSOCIATED FITTINGS, CATCH BASINS AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, BALLAST ROCK, EXFILTRATION TRENCH FILTER FABRIC. IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS IF REQUIRED.

- V. TEMPORARY FACILITIES
- 1. TEMPORARY FACILITIES

A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE. SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.

B. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES IF APPLICABLE.

C. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.

2. TRAFFIC REGULATION

A. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH M.U.T.C.D. AND FDOT.

B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE OUT:

1. CLEANING UP

A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.

B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.

C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.

D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

E.. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.

2. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

3. PROJECT RECORD DOCUMENTS

A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS. B. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.

4. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS

VII. STORM DRAINAGE

GENERAL

1. THE TRENCH FILTER FABRIC SHALL BE SELECTED FROM THE MANUFACTURERS AND FABRIC TYPES APPROVED BY THE TOWN OF SURFSIDE COUNTY PUBLIC WORKS DEPARTMENT. IT SHALL BE USED TO WRAP ALL SIDES, BOTTOM AND TOP OF THE EXFILTRATION TRENCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 12 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.

2. SOLID AND PERFORATED STORM DRAINAGE PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (H.D.P.E.) SELECTED FROM THE MANUFACTURES AND TYPES APPROVED BY THE TOWN OF SURFSIDE COUNTY PUBLIC WORKS DEPARTMENT. PERFORATED PIPE SHALL TERMINATE 4'-O" FROM THE DRAINAGE STRUCTURE. THE REMAINING 4'-O" SHALL BE NON-PERFORATED PIPE.

3. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

4. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION TRENCH SYSTEMS FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN, THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED.

VII. PAVING

1. GENERAL

EXPENSE.

C. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.

D. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS PER THE TOWN OF SURFSIDE STANDARD

DETAILS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT. E. CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING CONC. CURB, CURB & GUTTER, SIDEWALK AND ASPHALT WHERE NEW SIDEWALK, CURB & GUTTER AND MEDIAN IS PROPOSED TO BE CONSTRUCTED. F. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK

BASE.

ENGINEER.

VIII. PAVEMENT MARKINGS AND TRAFFIC SIGNS 1. PAVEMENT MARKINGS

B. MATERIALS: (1) WHERE THE PLANS CALL FOR PAINTED PAVEMENT MARKINGS (P), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. (2) WHERE THE PLANS CALL FOR THERMOPLASTIC PAVEMENT MARKINGS (T), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

C. PROTECTION: THE CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE.

2. TRAFFIC SIGNS

CONSTRUCTION, AND M.U.T.C.D.

A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE B. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S

G. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA. WHERE DIRECTED BY THE TOWN OF SURFSIDE COUNTY PUBLIC WORKS DEPARTMENT INSPECTOR OR THE GEOTECHNICAL

A. INSTALLATION OF ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH FDOT STANDARDS.

A. INSTALLATION: TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.), PART II, IN LOCATIONS SHOWN ON PLANS.

B. MATERIALS: FOLLOW SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE

alfonsojurado | ARCHITECTURE 1035 N MIAMI AVE, STE. 406 Miami, FL 33136 T 3 0 5 . 2 0 6 . 6 2 1 4 OUTDOOR LIVING DESIGN

FERNANDO WONG 1500 BAY ROAD, SUITE 110 MIAMI BEACH, FL 33139 305.604.0003

CIVIL ENGINEER **OCEAN ENGINEERING, INC.** 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

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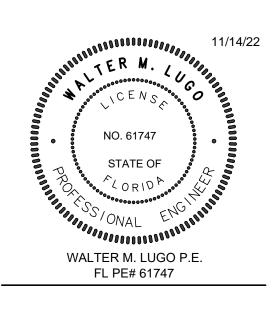
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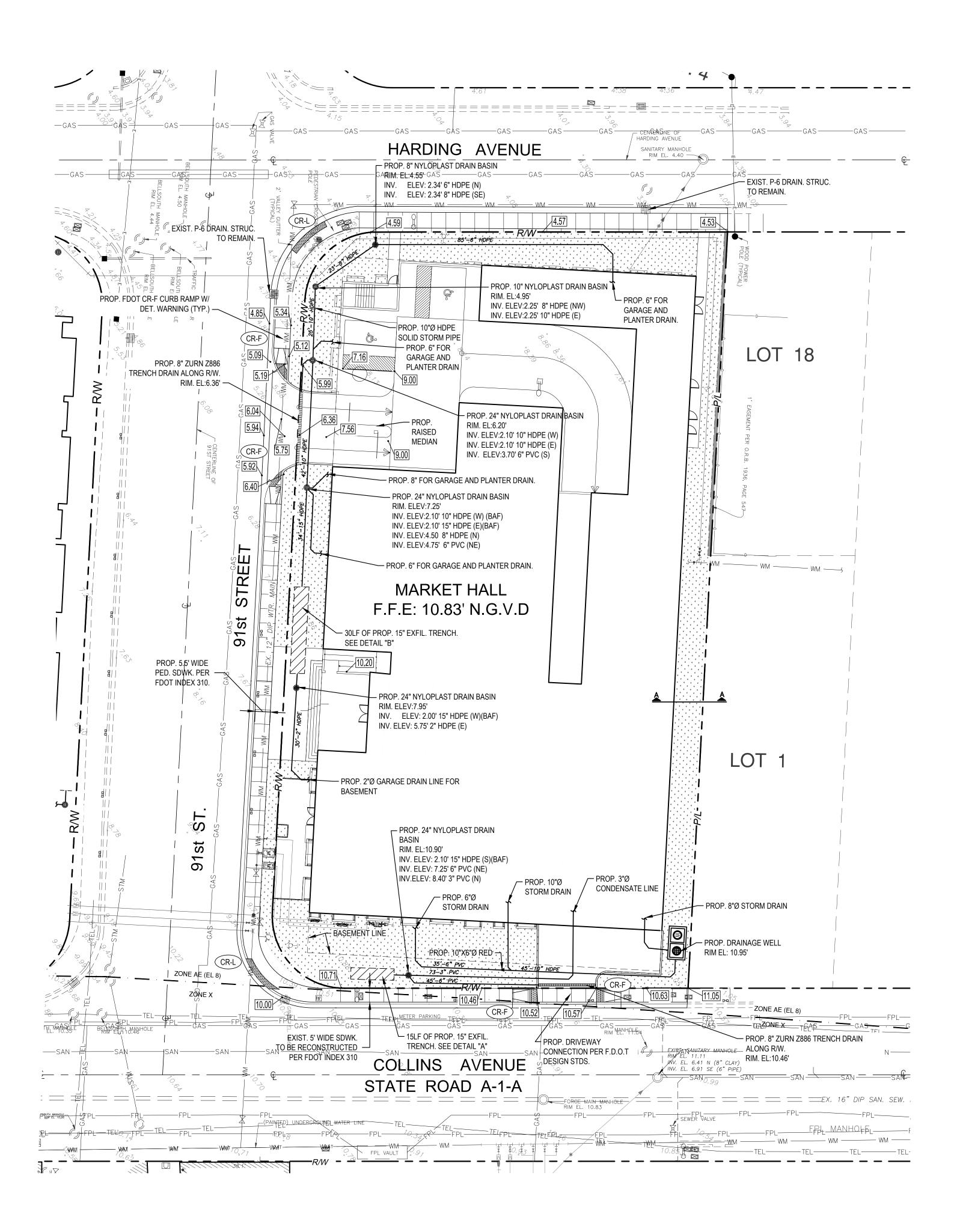
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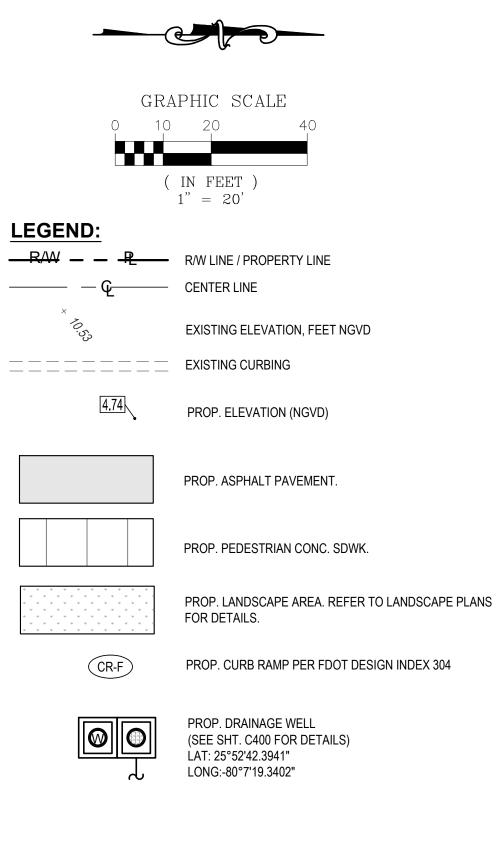
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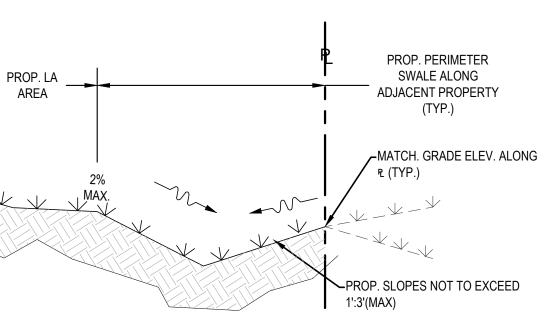
GENERAL NOTES AND SPECIFICATIONS





PROP. BLDG. -____





SECTION A-A N.T.S.

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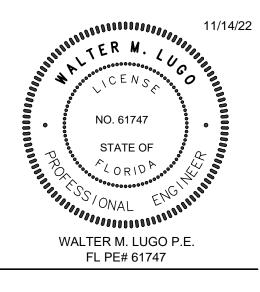


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786.253.5252





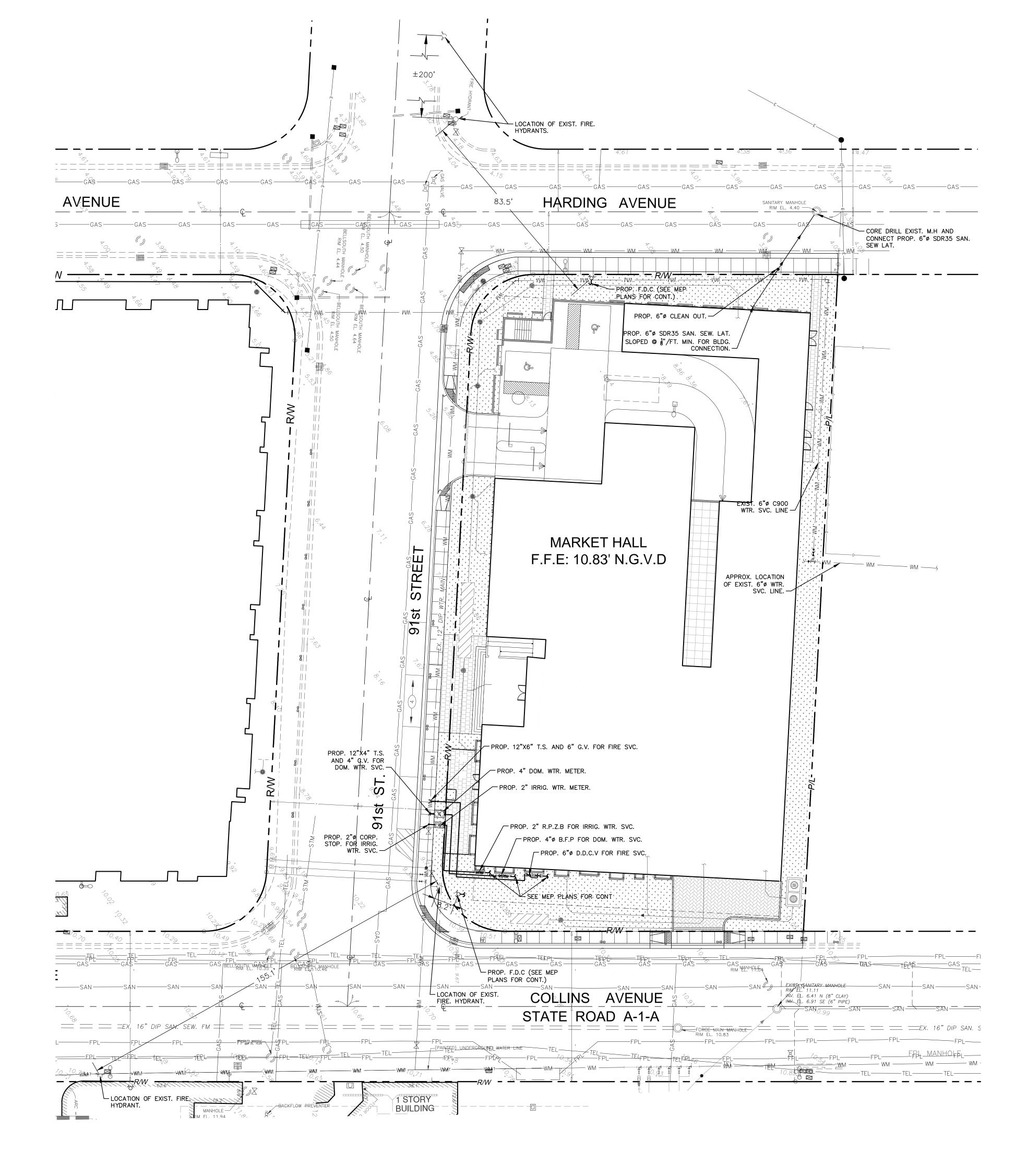
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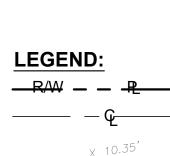
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PAVING, GRADING AND DRAINAGE PLAN

SCALE:

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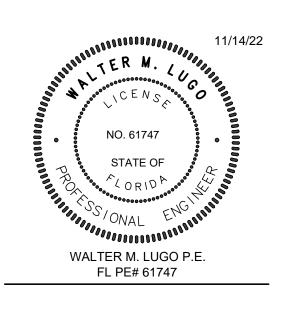
GRAPHIC SCALE 0 10 20 40 (IN FEET) $1^{"} = 20'$

- - - - R/W LINE / PROPERTY LINE - - - - - - - CENTER LINE X 10.35' EXISTING ELEVATIONS (NGVD)



CIVIL ENGINEER OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

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WATER AND SEWER PLAN

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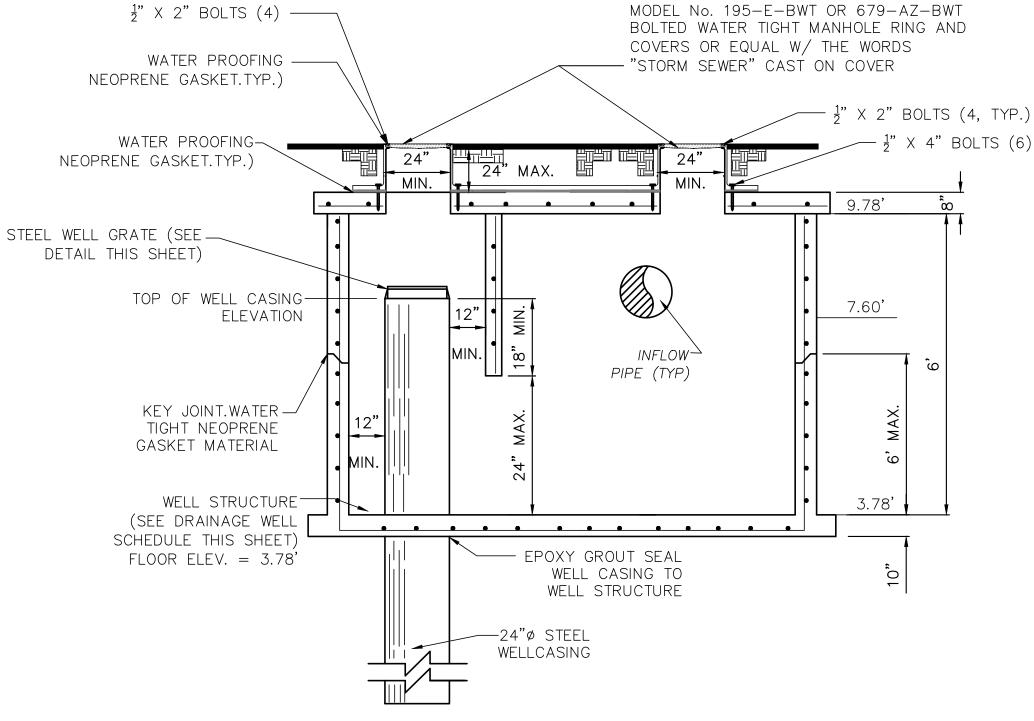


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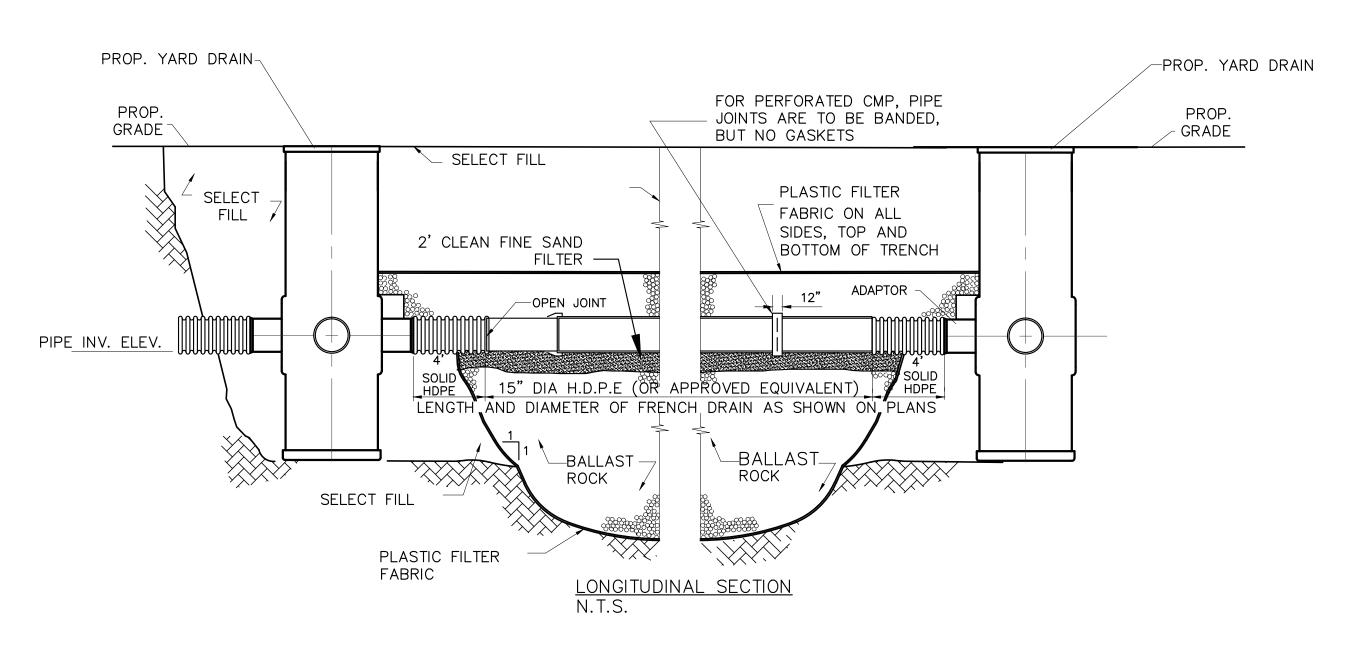
NOTES FOR DRAINAGE WELL

- 1. INJECTION WELL SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDEP CHAPTER 52.528 UNDERGROUND INJECTION CONTROL PROGRAM RULES, AND MUST PROVIDE THE OPTIMUM RECHARGE FLOW RATE INTO THE "G-III AQUIFER"; FDEP CHAPTER 520.410 DEFINES THE G-III AQUIFER AS "NON-POTABLE WATER UNCONFINED AQUIFER WITH A DISSOLVED SOLID CONTENT EQUAL TO OR GREATER THAN 10,000 MG/L; ... ".
- 2.BOTTOM OF WELL CASING SHALL BE PLACED NO SHALLOWER THAN THE 10,000 MG/L INTERFACE. THE INJECTION WELL SHALL HAVE A MINIMUM CASING LENGTH OF 60-FEET WITH A MAXIMUM CASING LENGTH OF 100-FEET, AND A MINIMUM OPEN HOLE OF 40-FEET. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD IF THE FIELD CONDITIONS LOCATES THE 10,000 MG/L INTERFACE TO BE SHALLOWER OR DEEPER THAN THE LIMITS SET HEREIN. THE OPEN HOLE AREA OF THE WELL SHALL BE PLACED TO PROVIDE THE OPTIMUM FLOW THROUGH THE AQUIFER.
- 3. UPON COMPLETION OF THE INSTALLATION OF THE FIRST INJECTION WELL, THE CONTRACTOR SHALL PERFORM A RECHARGE CAPACITY FLOW TEST AND PROVIDE THE RESULTS OF SUCH FLOW TEST TO THE ENGINEER OF RECORD FOR REVIEW, PRIOR TO THE INSTALLATION OF ANY MORE WELLS.
- 4. STEEL WELL GRATE TO BE INSTALLED OVER 24" DEEP WELL. STEEL GRATE TO BE HOT DIPPED GALVANIZED AFTER FABRICATION. COST TO BE INCLUDED IN THE PRICE OF CASING.





DRAINAGE WELL SCHEDULE												
STRUCT.	FRAME & LID	N	x	Y	INVERT				M.H. RIM	WELL CASING	STRUCTURE FLOOR	REMARKS
NO.					Ν	Е	S	w	ELEVATION	ELEVATION	ELEVATION	
DW-1	USF E-BWTL	7.5'	5.00'	5.00'	_	7.50'	_	7.50'	10.95'	7.60'	3.78'	



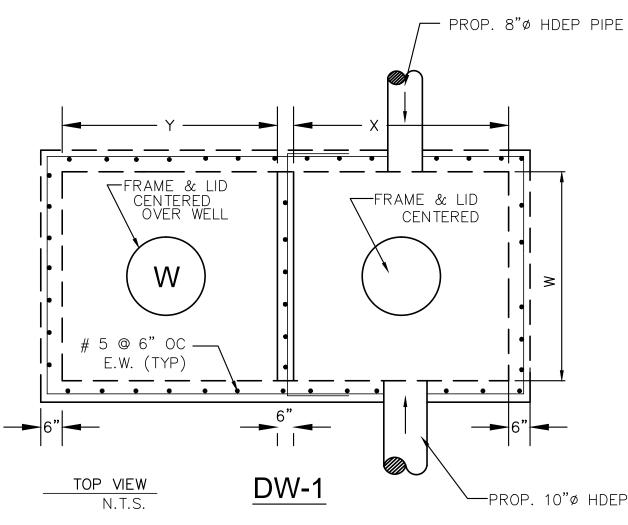
<u>NOTE:</u>

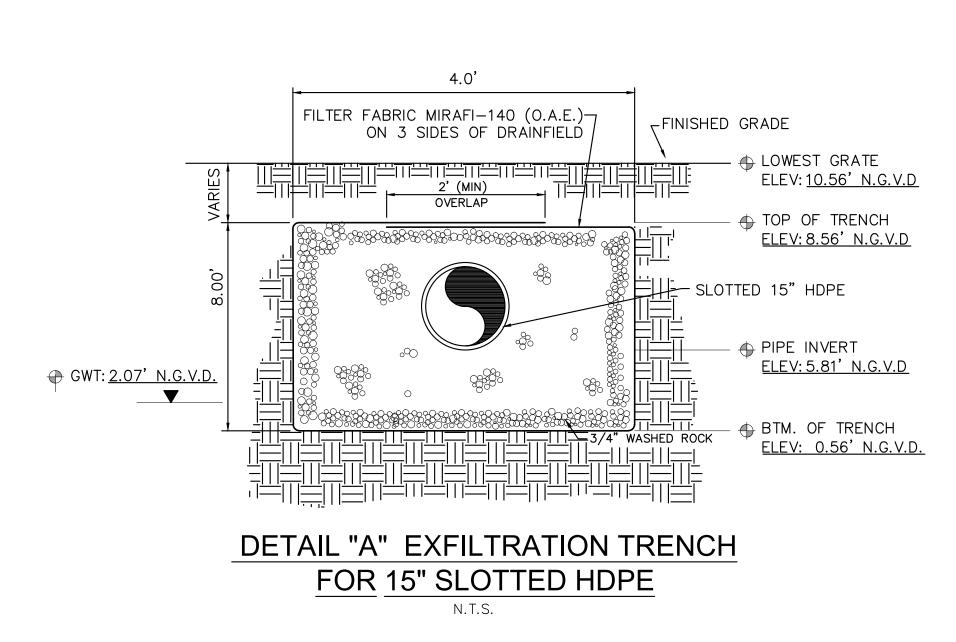
AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.

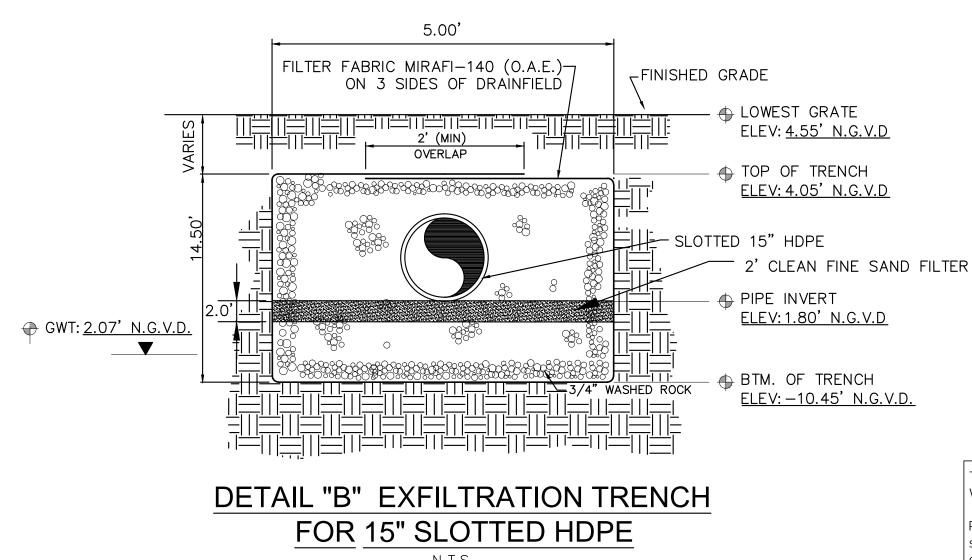
TYPICAL CATCH BASIN AND EXFILTRATION TRENCH DETAIL W/ 2' CLEAN FINE SAND FILTER

TYPICAL STORM DRAINAGE DISPOSAL WELL DETAIL N.T.S.

FRAME & COVER TO BE U.S. FOUNDRY







N.T.S.



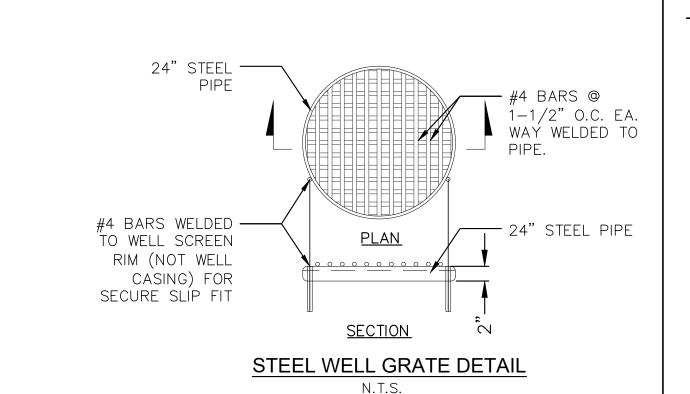


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FERNANDO WONG

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NO. 61747

STATE OF

WALTER M. LUGO P.E. FL PE# 61747

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July 15, 2022

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Issue Date / For

1500 BAY ROAD, SUITE 110 MIAMI BEACH, FL 33139 305.604.0003 CIVIL ENGINEER **OCEAN ENGINEERING, INC.**

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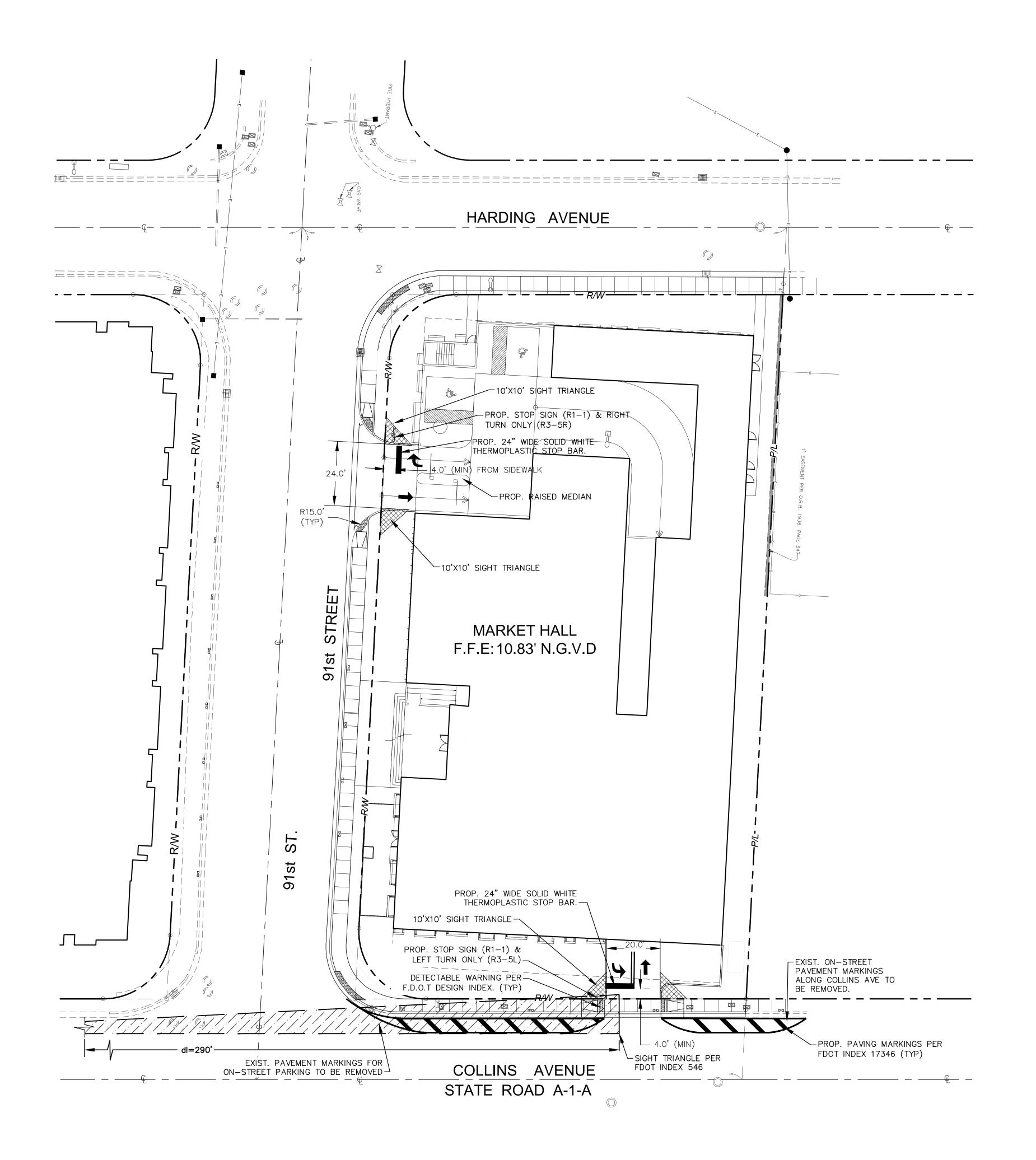
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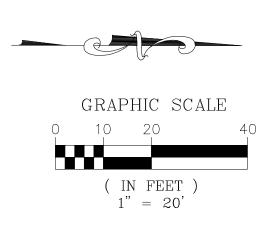
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11/14/22



LEGEND:

NOTE:



- - R	R/W LINE / PROPERTY LINE
- Q	CENTER LINE
x 10.35'	EXISTING ELEVATIONS (NGVD)

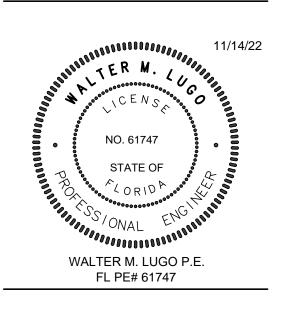
1. ALL PROPOSED STOP BARS MARKINGS ARE TO LOCATED A MINIMUM OF 4' FROM THE BACK OF THE SIDEWALK.



CIVIL ENGINEER

OCEAN ENGINEERING, INC. 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252

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SIGNAGE AND STRIPING PLAN

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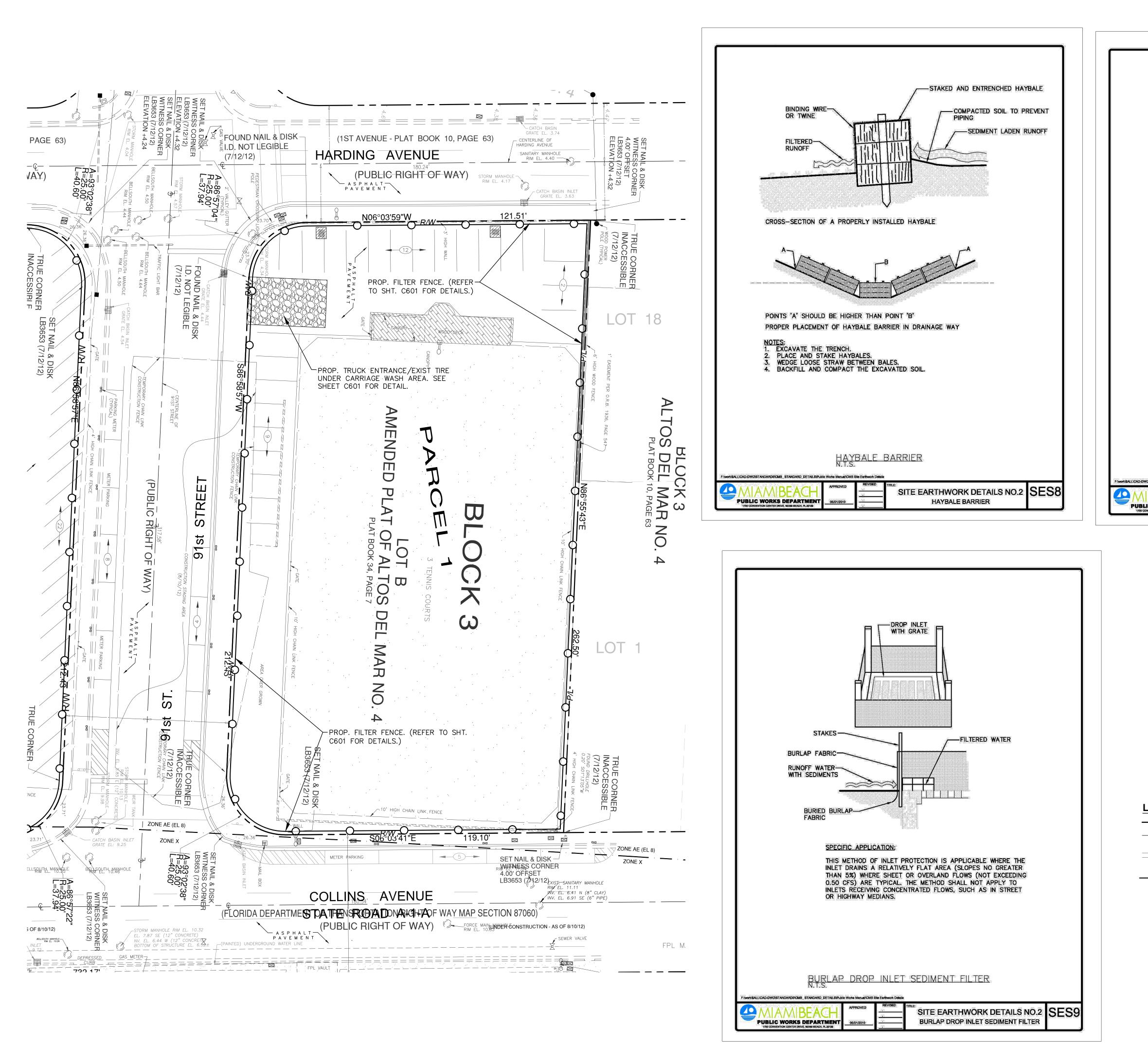
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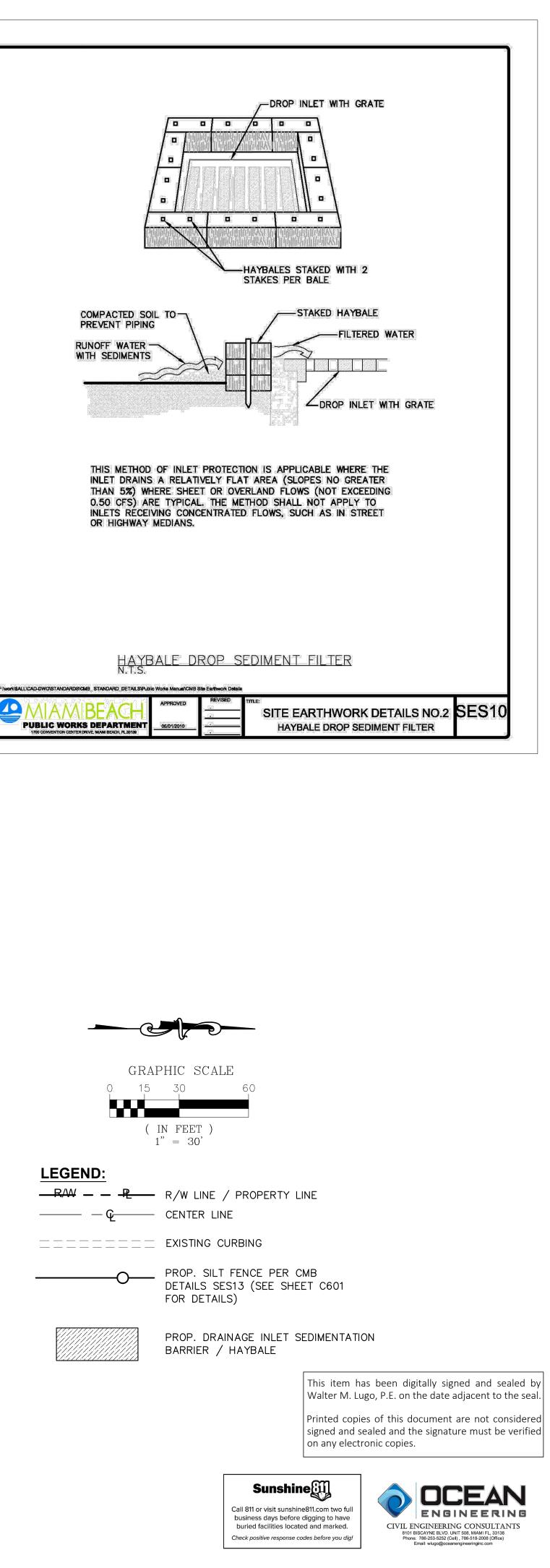
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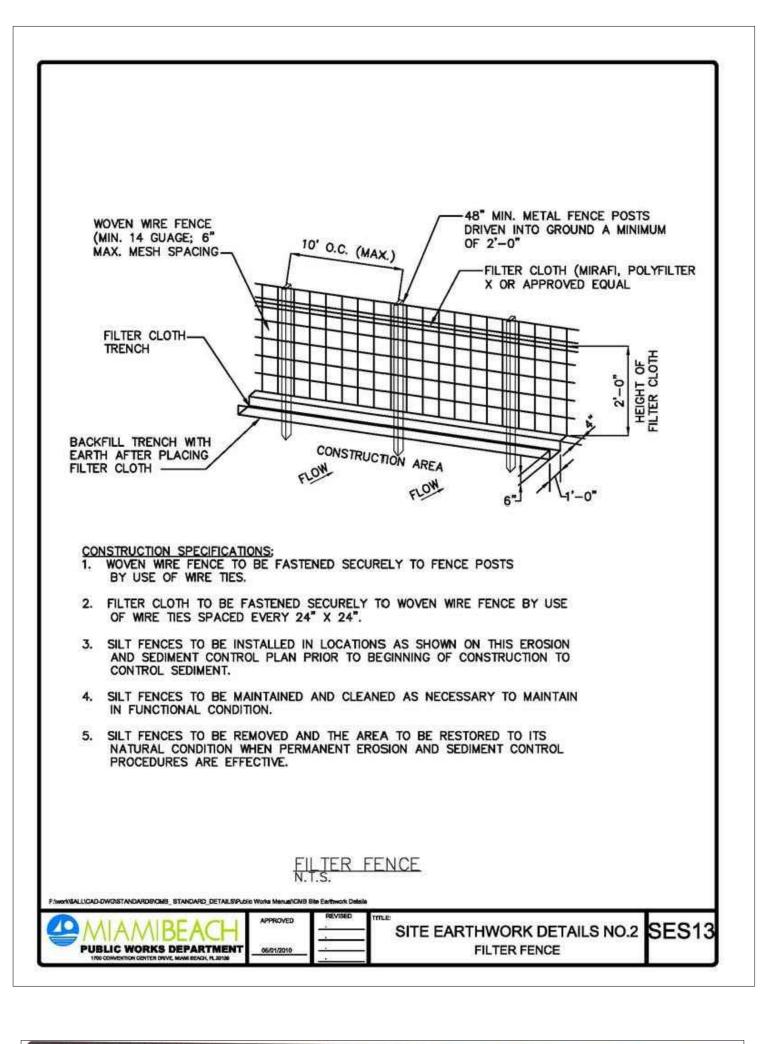


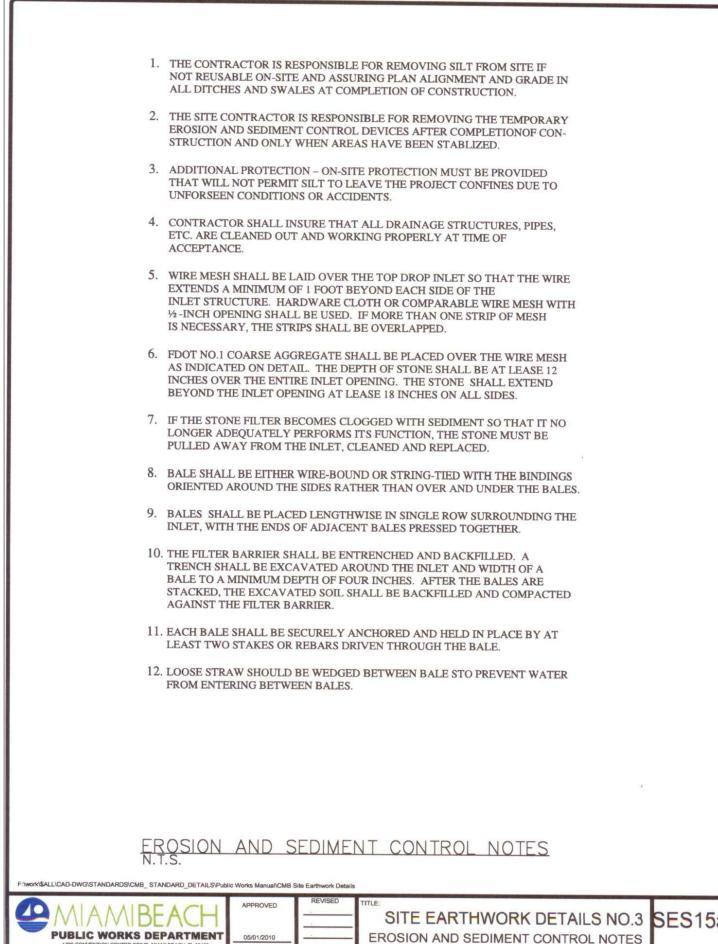
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I A L L ide,FL 33154
A R K E T H A Collins Ave, Town of Surfside,
MARK 9100 Collins Ave
11/14/22
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Issue # Issue Date / For
SEDIMENTATION AND EROSION CONTROL PLAN
SCALE:
C600





	ACH ARTMENT EACH FL33139 APPROVED	REVISED	SITE EARTHW EROSION AND SEDI	
F:\work\\$ALL\CAD-DWG\STANDARDS\CMB_STAND	ARD_DETAILS\Public Works Manual\CMB	Site Earthwork Details		
ER(N.T.	DSION AND S s.	SEDIMEN	T CONTROL N	NOTES
	WATER QUALITY DEC	GRADATION.		
24.	TO ALL WETLAND AR	EAS WHERE	L BARRIERS SHALL BE P THERE IS POTENTIAL FO	LACED ADJACENT R DOWNSTREAM
			L REGULATION (FDER),	
23.	REFER TO "THE FLORI	DA DEVELOF	N SEDIMENT AND EROSI PMENT MANUAL – A GUI T" FROM THE STATE OF	DE TO SOUND
	PERMIT(S) FOR THIS P		E WATER MANAGEMENT	DISTRICT
22.	AND SEDIMENT CONT	ROL PRACTIC	E FOR FOLLOWING THE I CES AS OUTLINED IN THI WATER MANAGEMENT	EPLANS,
	DEPOSITED IN A SUITA NOT ERODE.	ABLE AREA A	AND IN SUCH A MANNER	THT IT WILL
			TRAP. REMOVED SEDIM	

21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHENTHE SEDIMENT HAS ACCUMULATED TO ONE-

20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.

OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE

18. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFROM TO THE EXISTING GRADE, PREPARED AND SEEDED.

APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER. 17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE

16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES

15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.

END RUNS AND UNDERCUTTING BENEATH BALES.

RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL. 14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES,

13. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH

PUBLIC WORKS DEPARTMEN

EROSION AND SEDIMENT CONTROL GENERAL NOTE

SITE EARTHWORK DETAILS NO.2 SES1

S NO.3 SES15

EROSION AND SEDIMENT CONTROL

GENERAL NOTE

COMPLY WITH FLORIDA NPDES STORM WATER CONSTRUCTION ACTIVITY, AS ESTABLISHED BY FDEP. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND IMPLEMENT THE BEST MANAGEMENT PRACTICE THAT ARE APPROPRIATE FOR THE PROJECT'S SITE SPECIFIC CONDITIONS DURING THE LIFE OF THE CONSTRUCTION ACTIVITIES.

EROSION AND SEDIMENT CONTROL GENERAL NOTE: THE FOLLOWING ARE BEST MANAGEMENT PRACTICES (BMP'S) DETAILS AND SPECIFICATIONS. IN ADDITION TO THE STANDARDS PER FDOT INDEX 100, 101, 102, 103, AND 104, AS WELL AS PER FLORIDA'S EROSION AND SEDIMENT CONTROL MANUAL, AND ARE ONLY A SUGGESTED APPROACH DEVELOPED FOR USE BY THE OWNER/CONTRACTOR TO ASSIST THEM IN IMPLEMENTING APPROPRIATE POLLUTION PREVENTION TECHNIQUES TO

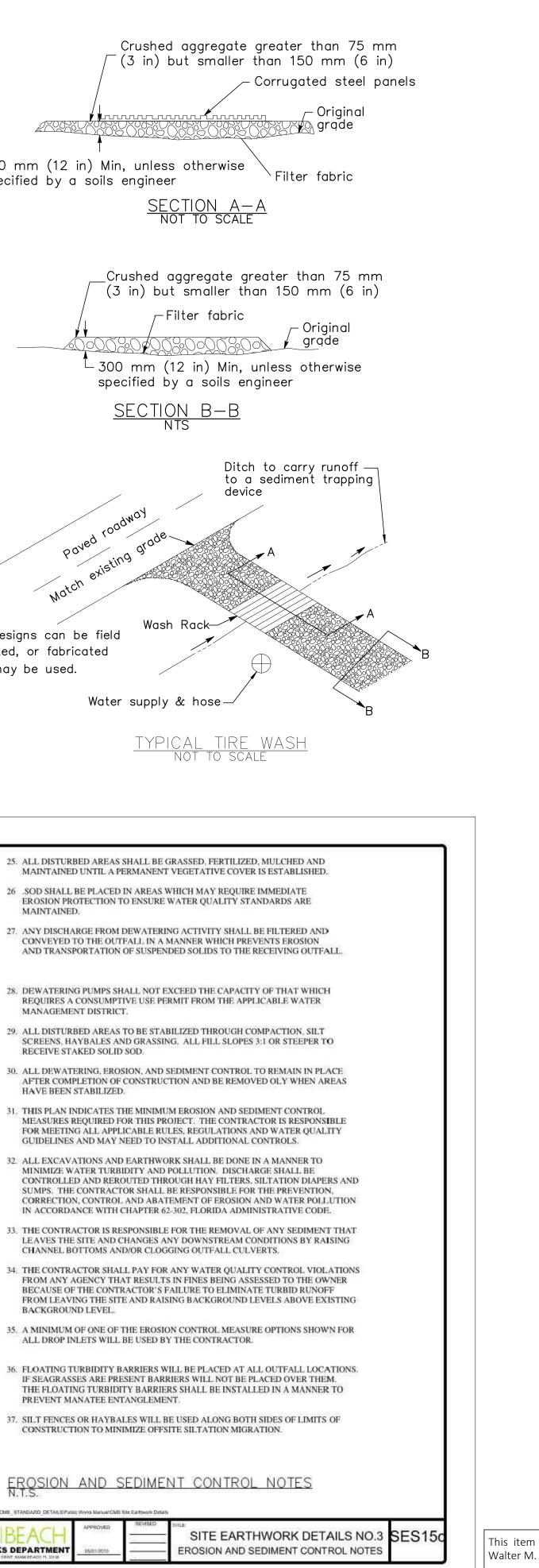
> , roodway existing Motch NOTE: Many designs can be field fabricated, or fabricated units may be used. MAINTAINED. MANAGEMENT DISTRICT. RECEIVE STAKED SOLID SOD. 30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED OLY WHEN AREAS HAVE BEEN STABILIZED. 31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS. 32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE

> > BACKGROUND LEVEL

SCMB: STANDARD DETAILS/Public Works Manual/CMB Site Earth

PUBLIC WORKS DEPARTMENT

300 mm (12 in) Min, unless otherwise specified by a soils engineer SECTION B-B Wash Rack-Water supply & hose-25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. 26 .SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE 27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL. 28. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER 29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAYBALES AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO



This item has been digitally signed and sealed by Walter M. Lugo, P.E. on the date adjacent to the seal.

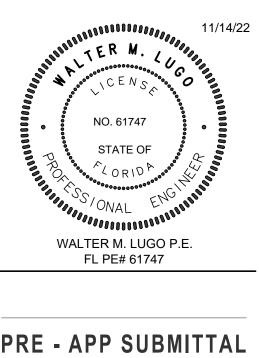
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Sunshine Call 811 or visit sunshine811.com two fu business days before digging to have buried facilities located and marked. Check positive response codes before you dig



alfonsojurado	ARCHITECTURE
1035 N MIAMIAVE Miami, FL T 3 0 5 . 2 0 6	3 3 1 3 6
OUTDOOR LIVING DESIGN FERNANDO WONG 1500 BAY ROAD, SUITE 110 MIAMI BEACH, FL 33139 305.604.0003	
CIVIL ENGINEER OCEAN ENGINEERING, 333 N.E. 24 AVE SUITE 313 MIAMI, FL 33137 786.253.5252	INC.

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RE	APP	S	UB	Μ	T	T	A	L
	July	15,	2022					

ssue (#)	Issue Date / For

_____ _____

SEDIMENTATION AND	
EROSION CONTROL NOT	ES

SCALE:

C60'

Level	Market Hall
Ground Level	25,9
2nd Level	24,6
3rd Level	14,2
4rh Level	18,5
5th Level	1,9
TOTAL	85,4
PREVI APPRO	

14,245 18,580 1,999

ZONING DATA

AND:

LOT A, AND LOTS 1 TO 9, INCLUSIVE, BLOCK1, ALTOS DEL MAR NO.4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS RIGHT OF WAY. AND:

THAT PORTION OF LAND LYING EAST OF SAID LOT A, AND LOTS 1TO 9, INCUSIVE, BLOCK 1, ALTOS DEL MAR NO.4: BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT A: BOUNDED ON THE EAST BY THE EROSION CONTROL LINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 105, PAGE 62 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SOUTH LINE OF SAID LOT 1: BOUNDED ON THE WEST BY THE EAST LINE OF SAID LOT A, AND LOTS 1 TO 9.

ZONING SUBDIVISION H-120 ZONING SUBDIVISION H-40

PROPERTY ADDRESS: 9011 COLLINS AVE.SURFSIDE, FL 33154 FLOOD ZONE: ZONE AE EL.9.00' WAVE CREST: 18,2'N.G.V.D

	UILDING AREAS
Level	Market Hall
Basement -1	28,385
Ground Level	26,442
2nd Level	21,598
3rd Level	22,093
Roof	1,085
TOTAL	99,603

SETBACKS				
		ALLOWED	PROVIDED	
	FRONT (EAST)	20'-0"	20'-0"	
N.W BLDG	BACK (WEST)	10'-0"	10'-0"	
	SIDE (NORTH)	10'-0"	10'-0"	
	SIDE (SOUTH)	10'-0''	10'-0"	

PERVIOUS ARE	A PROPOSED		
PERVIOUS AREA CALCULATI	ONS		BUILDING H
	PROVIDED S.F.	%	MAX.BUILDI
LOT AREA (NW LOT)	37,829	100%	
	,		N\
PERVIOUS AREA (NW LOT)	7,959	21%	N
			NU
LOT AREA (NW LOT)	37,829 S.F		BLD#3 HE
PERVIOUS AREA (NW LOT)	7,715 S.F (20	.4%)	AF
PREVIOUS			
APPROVED			HEIGHTS:

PARKIN	G REQUIRE	D	
	G REQUIRED PER		
Use	Sq.Ft. (seats in terrace areas)	Factor	Required
East Lot			
Café/Restaurant	2300	1/100	23.0
Restaurant	3200	1/100	32.0
Spa	7825	1/300	26.1
Retail	955	1/300	3.2
		Subtotal	85
NW Lot			
1			
Market Hall	4734	1/250	18.9
Office	14497	1/400	36.2
Kitchen	2648	1/100	26.5
Food Terrace	24	1/4	6.0
		Subtotal	88
PARKING SPACE	S REQUIRED PER	USE TOTAL	173
REQUIRED PARKING	G SPACE PER UNI	TS (EAST LO	TS)
ТҮРЕ	FACTOR	UNIT QTY	PARK QTY.
Hotel Rooms	1	77	77.0
1 bed	1.5	25	37.5
2 bed	2	56	112.0
3 bed	2	29	58.0
4 bed +	2.25	46	103.5
Req. per units			388.0
Guest (for Residential)	1/20	156	7.8
PARKING S	PACES REQUIRED	PER UNITS	396
TOTAL PARKI	NG REQUIRED		569
PREVIOU	S		
A P P R O V E	D		

		PARKING	PROVIDED		
BUILDING DESIGNATIONS		SPACES PROVIDED			
DOILDING	DEGIGINATIONO	VALET		SELF PARKING	TOTAL
		(STANDARD SPACES)	(TANDEM SPACES)	(STANDARD SPACES)	PROVIDED
BLDG #0	EXISTING BLDG.				
BLDG #1	SOUTH TOWER	40	4	16	60
BLDG #2	NORTH TOWER	18	2	48	68
BLDG #3	N.W TOWER			67	67
BLDG #4	S.W TOWER	374			374
	TOTAL	432	6	131	569
*ONE TAN	IDEM SPACES CC	OUNTS AS 2 PARK	ING STALLS		

PARKING PROVIDED					
		SP	ACES PROVI	DED	
BUILDING	G DESIGNATIONS	VALET		SELF PARKING	
		(STANDARD SPACES)	(TANDEM SPACES)	(STANDARD SPACES)	PROVIDED
BLDG #0	EXISTING BLDG.				
BLDG #1	SOUTH TOWER	40 SPACES	4 SPACES	16 SPACES	60
BLDG #2	NORTH TOWER	18 SPACES	2 SPACES	48 SPACES	68
BLDG #3	N.W TOWER	92 SPACES		69 SPACES	161
BLDG #4	S.W TOWER	374 SPACES			374
	TOTAL	524 SPACES	6 SPACES	133 SPACES	663

* ONE TANDEM SPACES COUNTS AS 2 PARKING STALLS

PREVIOUS

APPROVED

OVERALL BUILDING AREAS (FROM GROUND)		
Level	Market Hall	
Ground Level	26,442	
2nd Level	21,598	
3rd Level	22,093	
Roof	1,085	
TOTAL	71,218	

Basement -1	27,998
Ground Level	25,985
2nd Level	24,667
3rd Level	14,245
4rh Level	18,580
5th Level	1,999
TOTAL	113,474
PREVIC) U S

OVERALL BUILDING AREAS

Market Hall

Level

Ρ	R	Е	V		0	U	S	
A	Ρ	Ρ	R	0	V	Е	D	

LEGAL DESCRIPTION:

LOT B AND LOT U, AMENDED PLAT ALTOS DEL MAR NO.4,ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.FLORIDA,LESS RITHG OF WAY.

AMD plat altos del mar, No.4 PB34-7 lot B of the public records of Miami Dade County, Florida. AMD plat altos del mar, No.4 PB34-7 lot U of the public records of Miami Dade County, Florida.

	CODES
APPLICABLE CODES:	FLORIDA BUILDING CODE 2010: FLORIDA BUILDING CODE: RESIDENTIAL 2010
CONSTRUCTION TYPE:	TYPE V FOR HISTORIC BUILDING AND CABANAS TYPE 1A FOR PROPOSED TOWERS
	· ·
TYPE OF WORK:	NEW 3-STORY MIXED USE BUILDING
OCCUPANCY:	H-40

LOT AREA CALCULATIONS			
	PROVIDED		
LOT AREA (NW LOT) S.F.	37,829		
LOT WIDTH (NW LOT)	145'-0''		
LOT COVERAGE (NW LOT) S.F.	26,996	71.49	

HEIGHT DING HEIGHT: (120'-0" TO ROOFSLAB)	LIMIT	PROVIDED
NW TOWER		
NUMBER OF RESIDENTIAL FLOORS	2	0
NUMBER OF PARKING FLOORS	2	2
HEIGHT OF ROOF	40'-0"	40'-0"
HEIGHT OF MECHANICAL SPACES	52'-0"	52'-0"
ARCHITECTURAL FEATURES		
AGGREGATE MECH AREA OF ROOF	10%	6.80%
NOTE		

NOTE: EIGHTS: IN H-40 HEIGTH IS FROM AVERAGE CROWN ELEVATION OF COLLINS AVENUE.

PARKING REQUIRED				
PARKIN	PARKING REQUIRED PER USE			
	Sq.Ft.			
	(Seats in			
Use	terrace areas)	Factor	Required	
East Lot				
Café / Restaurant	2300	1/100	23	
Restaurant	3200	1/100	32	
Spa	7825	1/300	26	
Retail	955	1/300	3	
		Subtotal	85	
NW Lot				
Market	4730	1/250	19	
Kitchen	1488	0	(
SC/ F.S Business Center	6075	0	(
SC/ F.S Back of House	18490	0	(
SC/ F.S Executive Offices	15944	0	(
Food Terrace	24	1/4	6	
		Subtotal	25	
PARKING SPACES RE	PARKING SPACES REQUIRED PER USE TOTAL			
REQUIRED PAR	KING SPACE U	NITS (EAST LO	TS)	
TYPE	FACTOR	UNIT QTY	PARK QTY	
Hotel Rooms	1	77	77	
1 bed	1.5	25	37.5	
2 bed	2	56	112	
3 bed	2	29	58	
4 bed +	2.25	46	103.5	
Req. per units				
Guest (for Residential)		156	7.8	
PARKINGS SPACES REQUIRED PER UNITS			396	
	KING REQUIRE	D	506	



S \mathbf{c} \mathbf{c} Surfside, 4 0 \geq ш O U A ollins C 9100



ALFONSO JURADO AR 95074

SITE PLAN AMENDMENT November 11, 2022

Issue (#) Issue Date / For

PROJECT DATA

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, [APPROVING/DENYING] A SITE **PLAN** AMENDMENT **APPLICATION FOR** PROPERTY **GENERALLY LOCATED AT 9100 COLLINS AVENUE,** SURFSIDE, FLORIDA, TO MODIFY THE DESIGN AND USES APPROVED FOR 9100 COLLINS AVENUE PURSUANT TO RESOLUTION NOS. 13-Z-06 AND 17-Z-2458; RETAINING ALL OTHER ASPECTS OF THE PREVIOUS **APPROVALS:** PROVIDING FOR **CONDITIONS**; ADDITIONAL PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN **EFFECTIVE DATE.**

WHEREAS, the Town Commission of the Town of Surfside approved Resolution Nos. 13-Z-06 and 17-Z-2458 (the "Previous Approvals") which approved an application for site plan and conditional use approval on the property generally located at 9011 and 9100 Collins Avenue, Surfside, Florida 33154 and legally described in the Application (as hereinafter defined), to allow for a unified hotel and condominium project; and

WHEREAS, the portion of the property located at 9100 Collins Avenue and legally described in Exhibit "A" attached hereto (the "Property") was approved by the Previous Approvals to be developed with accessory uses to serve the condominium and hotel uses on the east side of Collins Avenue, including a gourmet specialty food product store, parking, recreational amenities, and office support amenities; and

WHEREAS, on November 4, 2022, SC West Condominiums, LLC (the "Applicant"), the owner of the Property, filed an application to amend the Previous Approvals with respect to the Property (the "Application") in order to modify the design and uses to be developed on the Property; and

WHEREAS, the Application describes the uses as comprised of a 4,730 square foot ground-floor market with a full kitchen, gourmet food selections, and outdoor seating, as an accessory use to the first class hotel; and "additional ancillary, common area exclusively for resident and hotel use" including specifically: (a) 6,075 square feet of business center; (b)18,490 square feet of administrative back-of-house space; and (c) 15,994 square feet of executive office space; with the Application further proposing: (d) a reduction in kitchen space from 2,600 square feet to 1,488 square feet; (e) replacement of above-grade parking with one level of 67 underground parking spaces; and (f) exterior design revisions; and

WHEREAS, the Town Planner and Consultant Planner have reviewed the Application and are satisfied that the proposed site plan amendment, uses and their incorporation into the proposed design are permitted under the Town Code; and

WHEREAS, the Application was reviewed by the Town's Design Review Group on October 17, 2022, and all Town officials or departments raised their concerns but had no objection to the Application going forward for consideration at public hearings provided adequate conditions were implemented; and

WHEREAS, on December 15, 2022, the Planning & Zoning Board, at a duly noticed and televised quasi-judicial public hearing, after reviewing the Application and hearing from its professional staff, the Applicant, and members of the public, considered the requirements of the Town Zoning Code and the Application's consistency with the Town of Surfside Comprehensive Plan and recommended the Application for approval with staff conditions; and

WHEREAS, on _____, the Town Commission, at a duly noticed and televised quasijudicial public hearing, reviewed the Application and heard from its professional staff, the Applicant, and members of the public, and considered the recommendation of the Planning & Zoning Board, the requirements of the Town Zoning Code, the Application's consistency with the Town of Surfside's Comprehensive Plan, and the substantial competent evidence presented at the hearing.

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

SECTION 1. RECITALS AND FINDINGS OF FACT.

- 1. All recitals set forth above are adopted and incorporated into the body of this Resolution as if same were fully set forth herein.
- 2. The Commission finds that the Application for the proposed site plan amendment [is/is not] in compliance with the requirements of the Town Code for Site Plan Approval and the Application is consistent with the Town of Surfside's Comprehensive Plan.

SECTION 2. [APPROVAL/DENIAL] OF SITE PLAN AMENDMENT. The request to approve an amendment to the site plan approved by the Previous Approvals as set forth in the Application is hereby [approved/denied]. Condition No. III.A of Resolution No. 17-Z-2458 is amended as follows:

 The improvement shall be in compliance with the plans dated August 15, 2022 and submitted November 4, 2022, with the Building Department entitled "SurfClub" 9011 Collins Avenue, Surfside, FL 33154, (Site Plan Amendment Package) NW BUILDING (BUILDING #3), except as may be modified herein or by the building official.

SECTION 3. RETAINING SITE PLAN AND CONDITIONAL USE APPROVALS, CONDITIONS, AND ALL OTHER ASPECTS OF THE PREVIOUS APPROVALS SET FORTH IN RESOLUTION NOS. 13-Z-06 AND 17-Z-2458. All other aspects of the Previous Approvals, including, but not limited to, the site plan approval, the conditional use approval, and their conditions of approval, continue in full force and effect.

SECTION 4. ADDITIONAL CONDITIONS. The approval granted herein is subject to the following conditions:

1. **Prior to building permit:**

a. Subject to FDOT review and approval, continue ongoing efforts with FDOT to finalize the signalization of the intersection of 91st Street and Collins, at a minimum to include full signalized pedestrian crossing.

2. <u>Prior to Temporary Certificate of Occupancy, or Permanent Certificate of</u> <u>Occupancy if a Temporary Certificate of Occupancy is not granted:</u>

- a. Applicant shall revise proposed offsite improvements along 91st Street to increase walkability and street landscape presence, subject to final design review and approval by the Town Manager. Such revisions shall not require a formal site plan amendment. Revisions to the landscape plan for the property in order to make it consistent with the right-of-way landscaping revisions shall be reviewed administratively. To the extent that pavers are installed in the right-of-way, the paver material is subject to the reasonable approval of the Public Works Director, and the Owner shall provide at least 500 square feet of replacement pavers to the Town for future maintenance.
- b. Post a bond in the amount determined by the Town Manager or designee to ensure the survival of landscaping material installed in the right-of-way for five (5) years after the Certificate of Occupancy is issued.
- c. Applicant shall obtain all approvals and execute and record all instruments necessary for connection (e.g. duct bank, chiller lines) to mechanical supply systems located at 9080 Collins Avenue, including without limitation right-of-way permit(s), easement(s), and other instruments acceptable to the Town Attorney, to confirm appropriate property rights and licenses are secured to ensure uninterrupted access to necessary mechanical systems. Owner shall: (a) acknowledge that it is not a utility; (b) provide appropriate insurance coverage acceptable to the Town Manager naming the Town as additional insured; (c) execute hold harmless and indemnities in favor of the Town acceptable to the Town Attorney; (d) agree to restore and/or improve affected right(s)-of-way following construction and in the event of a

mechanical failure at owner's sole cost; (e) assume maintenance responsibility over mechanical elements; and (f) provide a performance bond or letter of credit to ensure right-of-way restoration for the duration of the mechanical supply connection affecting the right-of-way.

3. Ongoing Conditions:

- a. Applicant shall at all times ensure that the uses provided on the Property may be accessed only from the inside of the structure. The office, back-of-house, and recreational uses shall be utilized only by employees, residents, club members, and registered hotel guests within the overall Surf Club project assemblage.
- b. The Applicant shall pay all cost recovery fees and costs prior to the issuance of a Building Permit, in accordance with Sections 90-11, 90-12 and 90-13 of the Town Code.

SECTION 5. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Resolution or the conditions of the Previous Approvals shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination by the Town Code or the conditions of this Approval and has failed to cure, or to provide an acceptable plan to timely cure, the non-compliance.

SECTION 6. SEVERABILITY CLAUSE. In the event any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Motion by:	
------------	--

Second by: _____

FINAL VOTE ON ADOPTION

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

Shlomo Danzinger, Mayor

ATTEST:

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

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

Sandra N. McCready, MMC, Town Clerk

STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

I, Sandra N. McCready, Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2023-____ adopted by the Town Commission at its meeting held on the ____ day of ____, 2023.

Issued: _____

Sandra McCready, MMC Town Clerk

EXHIBIT "A"

Lot U of Block 4 of the Amended Plat of Altos Del Mar No. 4, recorded in Plat Book 34, Page 7 of the Public Records of Miami-Dade County, Florida.



Town of Surfside Special Town Commission Meeting MINUTES January 10, 2023 5:30 PM Commission Chambers

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:31 p.m.

1.B Roll Call of Members

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

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

Also Present: Acting Town Manager Hector Gomez and Town Attorney Tony Recio.

1.C Pledge of Allegiance

Acting Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

2.A Approval of Compensation Adjustment for the Acting Town Manager - Mayor Shlomo Danzinger

To approve an adjustment for the acting town manager's salary, effective upon his appointment on December 13, 2022, to compensate for the additional duties & responsibilities.

Mayor Danzinger introduced the item. He stated that this item is to adjust the Acting Town Manager's salary for duties being performed.

A motion was made by Vice Mayor Rose to discuss the salary adjustment, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Mayor Danzinger stated that the Acting Town Manager's salary is lower than the what the prior Town Manager was making.

A motion was made by Commissioner Landsman to increase the Acting Town Manager's salary to \$185,000 back dating it to the date he was appointed Acting Town Manager, seconded by Commissioner Meischeid.

Commissioner Meischeid stated that he is currently doing the job of 3 individuals, Assistant Town Manager, Public Works Director and Town Manager.

Commissioner Velasquez stated that she is fine with that increase and would like to not fill the Assistant Town Manager and does not think they need an Assistant Town Manager and if you have an efficient Town Manager and you have directors for all departments there is no need for an Assistant Town Manager.

Commissioner Landsman stated that the only thing that is being discussed is the compensation of the Acting Town Manager and agrees to have a discussion of the organization at another time.

Mayor Danzinger stated that the item is for his adjustment of salary and the hiring and firing of employees is up to the Acting Town Manager and if he decides he needs help it is up to him.

Commissioner Velasquez stated that the Commission does have the right to eliminate positions.

Acting Town Manager Gomez thanked everyone for the opportunity and the faith in the position they have in him. He stated that he does not intend as an Acting Town Manager to fill the Assistant Town Manager position until they have a permanent Town Manager. He stated that they have a great team and will make sure the residents are taken care of.

Vice Mayor Rose would like for the increase to be back dated to the date that he was appointed and would like to have the pay match the salary being discussed for a new Town Manager and is comfortable to go with that number for the Acting Town Manager in the interim.

Commissioner Landsman in response as the motion maker stated that the discussion and what they will pay the individual will be addressed later. He stated that he is fine with back dating it if the system allows it.

Town Attorney Recio stated that it can be retroactive.

Mayor Danzinger stated that he has been doing 3 rolls and would not like to lock it into an amount of \$185,000 and discuss later during the other item when they discuss the item of salary for the recruitment of a Town Manager.

Commissioner Velasquez agrees with keeping the rate of what the previous Town Manager was making. She stated that they should allow people to come and see what salary they are willing to accept.

Commissioner Landsman stated that it is part of human resources and understands the potential of another compensation and separate topic of discussion. He stated Minutes that they are dealing with one issue which is how to compensate our Acting Town Manager. He stated that typically you do not include the range of salary in the State of Florida. He stated that he believes that at the 7:00 p.m. meeting they will discuss the procedure of the hiring of a new Town Manager and you could include a range.

The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose that the prorated salary of the Town Manager discussed at the second meeting should be in the same range for the Acting Town Manager, seconded by Mayor Danzinger.

Commissioner Landsman understands the motivation and believes they are getting ahead of themselves, and this effort is to appropriately pay him during the time he is acting. He does not feel comfortable putting a range and predict what they will pay that person at this time. He believes the effort of \$185,000 is good for today.

Mayor Danzinger stated that \$185,000 is the bare minimum and we have someone that is doing 3 jobs which is different from what the previous Town Manager did and should require a salary medium that they are looking to pay.

Commissioner Velasquez stated that if the previous Town Manager would have not left you would have had a higher salary to give the Acting Town Manager instead of going in and asking the previous Town Manager to leave. She stated that once you go out to look for a Town Manager you can then come back. She stated that she would not even put a salary range to be placed on the advertisement.

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

2.B Regulation/Prohibitions on Public Property - Mayor Shlomo Danzinger

The Town Commission should consider directing legislation to regulate and/or prohibit certain activities or conduct in public places that impedes or obstructs the use and safety thereof, for the health, safety, welfare of Town residents and visitors.

Mayor Danzinger introduced the item.

Mayor Danzinger opened the floor to public comment.

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

The following individuals from the public spoke:

Gabriela Saenz from the Lotus House stated that this unfairly penalizes those individuals that are affected.

Stephen Schnably spoke against the item and how it would affect those that are forced to live on the streets.

Gerardo Vildostegui spoke against the item and sheer cruelty of this item.

Eliana Salzhauer spoke against the item.

Joanna Katz stated that it would be embarrassing to do something immoral, and they

should think about this.

Mandyf Davedorf she stated that it is a safety issue, and she has been attacked and harassed by some of them and scarring children. She is in favor of this item.

Ben Jacobson spoke regarding what is happening in other states and the streets are not a toilet or go to sleep. He spoke in favor of this item. He stated that there are shelters out there.

Mayor Danzinger closed public comments.

Commissioner Landsman stated that this topic regardless of what you call it is very challenging and has been debated and discussed by larger authorities and municipalities. He understands it is in an issue in other states. He stated it is tough to balance public safety and the people that do not have a place to live that are on the streets. He spoke regarding conversations he has had with the police chief, and they have limited staff and action that could be taken. He would like to see discussion with other options that will keep the residents and children safe. He is open to have further discussion even a workshop. He stated that there has to be a happy medium.

Commissioner Meischeid stated that these are additions that will help keep the residents safe and would like to ask the Town Attorney if these prohibitions are legal.

Mayor Danzinger stated that there is no ordinance to be voted on and they are just discussing what other municipalities have used.

Commissioner Meischeid stated that they could look into the 1% homeless trust and contribute to help.

Mayor Danzinger stated that nobody has mentioned the word homeless, and they are talking about procedures to keep the Town safe.

Commissioner Velasquez agrees to have regulations, and this is not targeting certain demographics. She does not agree with everything like bathing in the street ends and that might be able to be tweaked. She stated that they should not be urinating in public. She stated this is not targeting one type of individual and nobody should be sleeping on the beach.

Vice Mayor Rose stated this is a directly affecting the health and welfare of the Town and he is comfortable with having our attorney's to look at this and moving this forward.

Mayor Danzinger stated that the word homeless is not being used and they are not being targeted. They are looking at targeting people that are not following the laws and the well being of the Town. He stated that the Pottinger Case involving the City of Miami was overturned in 2019. He spoke regarding the individuals urinating, masturbating and doing other things in public and that is why they need regulations. He spoke regarding a woman that was severally beaten and almost raped in Bal Harbour.

A motion was made by Commissioner Meischeid to direct the Town Attorney to come back with an Ordinance on first reading, seconded by Vice Mayor Rose.

Commissioner Landsman suggested for the Town Attorneys to have conversations and find a middle ground that will work and not be perceived as harsh to provide our public safety officers the tools.

Commissioner Velasquez would like to add that cleaning your clothes to remove the sand to not bring home clothes with sand would be up to the discretion of the police.

The motion carried with a 5-0 vote.

2.C Zoning Ambiguities - Vice Mayor Jeffrey Rose

The Town Commission should consider whether to direct the Town Attorney to prepare an ordinance to address these inconsistencies in the zoning code.

Vice Mayor Rose introduced the item. He spoke regarding the discussion that this Commission would not be rewriting the zoning code and they would work with what they have and fix the zoning ambiguities. He stated these would be items to bring to the Commission with the changes to the inconsistencies in the code and gave examples.

A motion was made with Vice Mayor Rose to have a joint special meeting with the Planning and Zoning Board to start addressing the zoning ambiguities in the code, seconded by Commissioner Meischeid.

Commissioner Landsman suggested doing a joint meeting with the Planning and Zoning Board to discuss this and have the Planning and Zoning Board opinions be included.

Mayor Danzinger asked if they are going back since it was already budgeted for.

Commissioner Landsman stated that the public might not show up, but this is part of the steps and should get input from the Planning and Zoning Board.

Commissioner Velasquez suggested the same thing and the Planning and Zoning Board is a very important part and this is part of being transparent and offering the residents the tools needed.

Mayor Danzinger opened public comments.

The following individuals from the public spoke:

George Kousoulas agrees with this item.

Eliana Salzhauer agrees with Commissioner Landsman's comments.

Allison Fleek stated that there is too much infighting. She stated that the zoning code is very confusing and if you make it as simple as it can be the residents will accommodate.

Mayor Danzinger closed public comment.

Mayor Danzinger asked the Town Attorney to clarify the zoning ambiguities.

Town Attorney Recio spoke regarding the list that was compiled and the input of the previous Planning and Zoning Board as well as the current Board along with the changes that were made in the last year. He stated that there were some simple changes that could be fixed.

Vice Mayor Rose spoke regarding the comments made by a previous elected official attacking the employees of the Town and this list was done by the Town Attorney, Town Planner and the previous Commission. He stated that this is not policy stuff but the ambiguities and inconsistencies and would love to have a joint meeting. He stated that they are trying to remove those issues from the code because it is unfair to the residents.

Commissioner Velasquez would like for the Town Attorney to explain each one of them to see what they are.

Vice Mayor Rose stated that they are not voting on anything right now it is just to start the work on the ambiguities.

Commissioner Meischeid stated that there are several ambiguities, and they should be taken care of.

Mayor Danzinger would like to say that our land use attorney, Tony Recio, is one of the best in the State. He would like to have a joint meeting with Planning and Zoning Board to start reviewing these items.

Commissioner Landsman stated that some are policies and not only ambiguities and the joint meeting would help.

Further discussion took place among the Commission regarding the joint special meeting, policies and zoning ambiguities to be discussed.

The motion carried with a 5-0 vote. Zoning Code Ambiguities Exhibit A.docx

2.D Town Manager Resignation - Commissioner Nelly Velasquez

Provide residents with results of manager's evaluation, discuss the Charter and the provisions related to members of the commission taking part in the removal of officers working in the administration of the town. Discuss the Charter provision that requires that Town official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Provide truthful, accurate information regarding a pivotal issue, to the Commission and the residents of Surfside.

A motion was made by Vice Mayor Rose to defer this item to be heard under "Mayor, Commission and Staff Communications" item 9C at the 7:00 p.m. meeting, seconded by Commissioner Meischeid. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

3. Adjournment

A motion was made by Vice Mayor Rose to adjourn the meeting at 6:46 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this ______ day of ______, 2023.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MPA, MMC Town Clerk



Town of Surfside Regular Town Commission Meeting MINUTES January 10, 2023 7:00 PM Commission Chambers - 9293 Harding Avenue Surfside, FI 33154

1. Opening

1A. Call to Order

Mayor Danzinger called the meeting to order at 7:06 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 Marianne Meischeid, Commissioner Nelly Velasquez and Commissioner Fred Landsman.

Also Present: Acting Town Manager Hector Gomez and Town Attorney Tony Recio.

1C. Pledge of Allegiance

Acting Chief Healy provided the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Commissioner Landsman wished everyone a Happy New Year.

Commissioner Meischeid wished everyone a Happy New Year and it was great talking to everyone during the events and the Music Under the Stars which was a terrific event.

Commissioner Velasquez thanked everyone and Happy New Year to all and a very prosperous 2023.

Vice Mayor Rose thanked Parks and Recreation Department Team for the Winter Wonder Land event, the Winter Camp and 96th Street park ground breaking as well as the Tourist Board with the event from last Saturday which had over 300 people attending. He stated that is what the Tourist dollars are used for and make events great.

Mayor Danzinger thanked Parks and Recreation Department Team for the Winter Wonder Land event, Winter Camp and all the other events. He spoke regarding the Music Under the Stars and it was a great event and thanked Tourist and Communications Director Trigueros. He stated that this Commission came in and tripled the budget for the Tourist Board and they are delivering. He recognized former Mayor Burkett who is in the crowd. He spoke regarding Family Fun Day that is upcoming. He spoke regarding the decorum statement and reminded the public and the Commission.

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

A motion was made by Vice Mayor Rose to link item 2D (Town Manager Resignation) from the 5:30 p.m. meeting to be heard with along with item 1I (Citizens Presentation by Charles W. Burkett) on this agenda, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger spoke regarding the passing of Miami Dade County Clerk of Courts Harvey Rubin and read a biography of Mr. Rubin and called for a moment of silence.

1G. Tree City USA Presentation - Hector Gomez, Acting Town Manager

Acting Town Manager Gomez introduced the item and made the presentation. He stated that the plaque will be placed in the lobby of Town Hall.

1H. CTS Update - Hector Gomez, Acting Town Manager

Acting Town Manager Gomez introduced Allyn Kilsheimer who provided an update on the CTS investigation.

Mr. Kilsheimer spoke regarding the obstacles encountered and he reports that almost all those have been resolved and what is pending involves the Federal Government. He spoke regarding what occurred in the Summer as it pertains to the sand testing. He spoke regarding the negotiations with NIST as it pertains to testing the samples. He stated that he needed an additional \$\$575,000 to complete the investigation. He stated that there were design mistakes. He explained the live load and how the loads are designed.

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

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer spoke in favor of providing the additional funds to find out what happened.

George Kousoulas spoke in favor of providing Mr. Kilsheimer what he needs to bring this to a conclusion.

Jeffrey Platt spoke regarding the sand beach renourishment project and the trucks

Minutes

Regular Town Commission Meeting Tuesday, January 10, 2023 on 88th street and the ground under 88th street and if that could have been a contributing cause and that has never been considered or spoken about.

Mr. Kilsheimer stated that they looked at 88th Street very thoroughly and that had nothing to do with the collapse.

Mayor Danzinger closed public comment.

Commissioner Landsman spoke regarding the investigation and the initial funding is unfortunate. He spoke regarding the test which cost over \$600,000. He stated that he wants to bring this to a conclusion and to an end point and there might still be some more what ifs. He stated that people want to know who the villain is and that is not the conclusion that will be received but what went wrong in different areas. He said that he is ok with allocating the additional funding and they should share the load and have developers participate in the cost. He would like to have a time frame from Mr. Kilsheimer and not ask for any more funds from the Town of Surfside.

Commissioner Meischeid would also like to come to a conclusion and if they could get state assistance or grants. She also agrees to try to get money from other sources to help fund this.

Commissioner Velasquez thanked Mr. Kilsheimer for the presentation. She spoke regarding NIST and she would like to have answers and it is important that the soil is in good condition. She stated that when they hired Mr. Kilsheimer it was to get a quicker answer than NIST and if his answer is going to come at the same time as NIST, she feels she is not doing right by their citizens by spending more money. She suggested for him to go to NIST with his report and see what they tell him.

Vice Mayor Rose asked when the report would be available.

Mr. Kilsheimer stated that once he has everything, he can have the report ready.

Vice Mayor Rose asked if his report would be coming out before NIST's report.

Mr. Kilsheimer stated that NIST currently is expecting to release their report in 2025.

Vice Mayor Rose stated that the drawings did not match on a number of items inspected. He asked if there will be an examination where older buildings could study their drawings to see if they match up.

Mr. Kilsheimer addressed the comments made and many buildings in this Country are doing the same thing. He spoke regarding some of the short cuts that people can take. His suggestion is that for buildings done in the 1980s that the Town will have suggestions to pass on to other people.

Vice Mayor Rose stated that he studied the ground and subterranean levels as well.

Mr. Kilsheimer stated that the parts on the pile and from the first floor up have to be tested.

Vice Mayor Rose is comfortable with the additional funding but is also in agreement with obtaining funds from grants, developers or others that would benefit from this.

Commissioner Velasquez asked when he said 3 months from when NIST allows him to see the testing, when is that.

Mr. Kilsheimer stated that there is no way for him to know when they are going to do what they say they are going to do. He stated that they are talking to them, and they are getting lots of calls from news organizations and the ice has been broken with NIST. NIST will allow them to do what we need to do with the samples as long as their samples are not damaged.

Commissioner Velasquez stated that he has no way of telling them when they will be able to test those samples from NIST. She suggested it would take a smaller amount then requested and come back in a month or two.

Mr. Kilsheimer addressed the comments made by Commissioner Velasquez.

Vice Mayor Rose called out the news cameras here tonight to cover this piece and what they need. They are looking for funds and still focused on the piece of the lost lives and that is the story that should be run not what they are here for.

Mayor Danzinger spoke regarding the unauthorized spending.

Mr. Kilsheimer explained the testing and gave clarification of the dewatering process of the test and the load testing.

Mayor Danzinger asked who authorized to spend \$1.2 million dollars when anything over \$25,000 had to go before the Commission. He spoke regarding the percentage of the initial funding.

Mr. Kilsheimer stated that given the urgency of this situation money wasn't discussed and it was to find someone to do the work and get someone here to do the work and you could not wait for an RFP process.

Mayor Danzinger asked regarding the report.

Mr. Kilsheimer stated that they are 90% sure that the geological testing did not cause the collapse.

Mayor Danzinger spoke regarding the deadline provided by the Finance Department. He asked if they are getting a report in 2 to 3 weeks.

Mr. Kilsheimer did not state he would provide an interim report. He stated that he will issue some type of memo to describe what he has tonight when he is done with the portion, he is almost complete.

Mayor Danzinger spoke regarding the budget and would like to start seeking alternate ways of funding the remainder of the test.

Mr. Kilsheimer addressed the comments made and you lose momentum when you have to stop, and they are not at a standstill. He stated that they are still doing work.

Mayor Danzinger stated that they have exhausted the funding they allocated and believes that they should get back to him and see if they can obtain the funds from other sources.

Commissioner Landsman does not mind earmarking the funds and not spend any money until Town Attorney Recio and Mr. Kilsheimer has an answer from NIST saying that they have access to the materials.

Town Attorney Recio stated which materials because there are two different ones.

Commissioner Landsman wants a commitment in writing to those materials, on site and off site, in order for Mr. Kilsheimer to complete the testing.

Mayor Danzinger stated that NIST has never come and given an update.

Vice Mayor Rose is fine with that but if someone writes a check for that amount, then they can move forward. He stated that what Commissioner Landsman means is Town funding.

Commissioner Landsman stated that he would not like to spend anyone's money until they get a commitment from NIST.

A motion was made by Vice Mayor Rose to fund the additional \$575,000 subject to a written commitment from NIST to access the onsite and offsite materials and the timeline of the access, seconded by Commissioner Meischeid. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

1I. Citizens Presentation by Charles W. Burkett - Sponsored by Commissioner Velasquez

This item was linked with item 2D (Town Manager Resignation) from the 5:30 p.m. meeting and heard in conjunction with item 1J (Town Manager's Resignation).

Mayor Danzinger spoke regarding the ground rules and their goal is to do Town business. He is offering double the amount that everyone is allowed to provide the presentation. He will give former mayor Charles W. Burkett 6 minutes to do the presentation.

Former Mayor Burkett requested 14 minutes.

Commissioner Landsman asked to have former mayor Charles Burkett give his presentation and move on.

Mayor Danzinger gave former mayor Charles Burkett the 15 minutes and read the decorum statement into the record.

Former mayor Charles Burkett addressed some comments made regarding this

being a hit piece or campaigning and will leave it up to the public. He stated that the resident's trust was betrayed not because some individuals were fired. He provided his presentation regarding the resignations of former Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene and Police Chief Rogelio Torres.

Mayor Danzinger stated for the record that the night of the election former Mayor Burkett was the one that stuck around and congratulated him and thanked him for helping him during the transition.

Commissioner Velasquez would like to hear public comment before the Commission responds.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Jeffrey Platt agrees with the presentation.

Eliana Salzhauer commended former mayor Burkett for the presentation. She spoke regarding the lies of the reason why the Town Manager resigned.

Horace Henderson stated this is disgraceful and they deserve a commission that will not rape the world.

Mandyf Davedpour spoke regarding the cameras here for this item and is begging to move on and take care of town business.

Gerardo Vildostegui thanked former mayor Burkett for the presentation and the nondisparagement clause and encourages this commission to do a motion to release those employees from that non-disparagement clause.

George Kousoulas spoke regarding the fact that month after month things were not getting done and the previous town manager was not getting things done. He stated that things have to come to a head, and anyone can see that the commission is dissatisfied, and the town manager saw the writing on the wall.

Mayor Danzinger closed public comment.

Commissioner Landsman made a statement on the record regarding his thoughts and he is surprised and frustrated with the innuendos of the sunshine violations being made against him and the rest of the commission. He stated it is incorrect and making assumptions which are incorrect. He was not surprised of the resignation because the attorney's spoke with the commission and showed them the letter of resignation prior to the meeting and if another commissioner did not read the letter that is something else. He works in human resources and knows how things take place. He spoke regarding the vote for the severance package. He stated that voting to give him the compensation package was only fair because of the work he did with COVID and the CTS collapse.

Commissioner Meischeid agrees with Commissioner Landsman and having been in the corporate field for over 30 years, this is something that happens all the time. When someone gives their resignation, you accept it. She stated that she was sad but it happened and the matter has been resolved and parties entered into a mutual agreement.

Commissioner Velasquez does want to hear how this happened and have this

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commission remove the disparagement clause and allow Mr. Hyatt to say what happened because she had a meeting prior to the Mayor speaking with him and Mr. Hyatt never stated anything about resigning. She stated the same that neither Mr. Greene or former chief Torres mentioned anything about resigning.

A motion was made by Commissioner Velasquez to remove the nondisparagement clause from Mr. Andrew Hyatt, Mr. Jason Greene and former police chief Rogelio Torres in order for them to be able to speak the truth. The motion died for lack of a second.

Vice Mayor Rose stated that he also was given a couple of hours prior to the meeting the letter of resignation. He stated that the same people that stated that he should be kept are the same people that did not want to give him the increase. He spoke regarding the presentation that former mayor Burkett gave and that he is the same individual that was saying that all the employees in Town were corrupt. He read the titles of those employees that were forced to resign by the previous mayor and commission. He spoke regarding the comment made by former mayor Burkett and asked him if his reason for coming here with his presentation is because he was running for office.

Former Mayor Burkett stated that he is here as a concerned resident. He stated that if Surfside needs him to run he will run.

Vice Mayor Rose stated that it is clear the reasoning why he did this presentation and working with former elected officials.

1J.) Town Manager's Resignation (Add on Item)

This was an add on item which was from the 5:30 p.m. meeting and was linked to this agenda item 1I. This item was discussed in conjunction with item 1I (Citizens Presentation by Charles W. Burkett).

2. Quasi-Judicial Hearings

3. Consent Agenda

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

Mayor Danzinger opened public comment.

The following individuals from the public spoke: Gerardo Vildostegui spoke regarding the police vehicles and does not believe it is the correct vehicles to be purchased and the police should ride bicycles. Horace Henderson spoke regarding the reason why they are purchasing nine vehicles.

Mayor Danzinger closed public comment.

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

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

Approved on consent. 2022-12-13 Special Town Commission Meeting Minutes.pdf 2022-12-13 Regular Town Commission Meeting Minutes.pdf

3B. Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programing. - Hector Gomez, Acting Town Manager

Town Administration recommends approval of the authorization to expend for police vehicles in the amount for the Police Department in the amount of \$573,978.75.

Approved on consent. Resolution Amending Reso 2022-2942 Approve Police Vehicle and Equipment Purchase.DOCX Attachment B HG2 Nine (9) Vehicles.pdf Attachment A Garber Ford Nine (9) Vehicles.pdf Attachment C Sign Savers.pdf Attachment D Surfside Police Dept. - APX6500 Four (4) Mobile Radios.pdf Attachment E Miami Dade.pdf

3C. Zambelli Fireworks Agreement for Fourth of July Event - Hector Gomez, Acting Town Manager

Town Administration is seeking approval to enter into a new two (2) year contract agreement with Zambelli Fireworks for the Fourth of July Firework show.

Approved on consent. Reso Approve Agreement with Zambelli 4th of July Fireworks.DOCX Exhibit A - Zambelli Fire Works Contract 2023 and 2024.pdf

- 4. Ordinances
- 4A. Second Reading
- 4B. First Reading
 - 4B1. Planning and Zoning Ordinance Change Single Curb Cut width expansion on lots less than 100 feet in width - Hector Gomez, Acting Town Manager

Minutes Regular Town Commission Meeting Tuesday, January 10, 2023 The Town Commission should consider this Ordinance to expand the maximum width of a single curb cut on lots with less than 100 feet of frontage from 18 feet to 24 feet.

A motion was made by Vice Mayor Rose to take a 5 minute recess at 9:45 p.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

The meeting recessed at 9:45 p.m. The meeting reconvened at 9:58 p.m.

Mayor Danzinger called the meeting to order at 9:58 p.m.

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

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

Commissioner Landsman introduced the item. He stated that this item was discussed last month and explained the code section and requirements and what is allowable.

Mayor Danzinger opened the floor to public comment.

The following individuals from the public spoke: George Kousoulas Gerardo Vildostegui

Mayor Danzinger closed public comment.

Commissioner Meischeid stated that this creates an environment of over pavements, and the aesthetics will change. It also decreases the green space on the properties. She is concerned about the pervious part of the code. She would like to see an increase of the pervious area to 60%.

Commissioner Velasquez disagrees with the comments and believes it is better to have a wider driveway because you are taking the vehicles off the streets.

Vice Mayor Rose agrees with Commissioner Velasquez and spoke regarding the possible changes and if he has two 12 foot curb cuts would it work with the water flow.

Acting Town Manager Gomez addressed the comments made and the valley for the water flow.

Vice Mayor Rose spoke regarding having a third car being squeezed in and allowing more walkability only if you have 100 foot lot (item number 2) to match it and not be more than 24 feet.

Mayor Danzinger clarified the change requested. He stated that this does not reduce the pervious area because there are still pervious requirements that have to be met.

A motion was made by Commissioner Landsman to approve the ordinance on first reading with the standard inclusion stating the driveway connection to the street shall be in substantial accordance with FDOT standard detail sheet for type F and drop curb/valley gutter as applicable, seconded by Vice Mayor Rose with an amendment to include that if the property with a lot with less than 100 feet to one curb cut of a maximum width of 24 feet instead of 18 feet as proposed in the ordinance. Commissioner Landsman accepted the amendment as the motion maker. The motion carried with a 4-1 vote with Commissioner Meischeid voting in opposition. Ordinance Amending Curb Cut Width - FR Draft 12-15-22.pdf Exhibit A.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..

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

Mayor Danzinger opened the floor to public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke regarding being upset with the direction the Town is going and finances in general. She spoke regarding an investigation on an email which was a parody.

Maria Faravia spoke regarding food trucks, and they are getting out of hand as well as the styrofoam containers and the trash being left.

Gerardo Vildostegui spoke regarding the parody email that was sent and that is not criminal in nature.

Mandyf Davenpour spoke regarding bullying from the previous Commission. She apologized for the actions of the previous speakers and thanked the commission for what they have done. She stated that she was embarrassed with that email and that is what bullies do.

Moshe Wertheimer spoke in support of the Commission.

Ben Jacobson spoke regarding civility and how it obviously has been lost with the past Commission and this new Commission has brought that back. He spoke regarding the email that was sent out and how it was impersonating the Mayor the same way he would send out his emails. He supports the Mayor.

Jeffrey Platt spoke regarding bullying and the lying taking place and deceiving the residents. He asked why the previous Police Chief was fired.

George Kousoulas spoke regarding comments made that the end of civilization would happen with the beach chair ordinance, and nothing has changed. He spoke regarding the new year's weekend and that is how bad it would get, and the beach was crowded, and all the operators were inside their boxes, and it was nice.

Moshe Banin stated that he did not agree with some things from the last Commission and if everything is catastrophized no one will learn or listen.

Mayor Danzinger closed public comment.

Commissioner Landsman responded to the comments made and the email sent was not parody and if they want to run for office then run for office. He stated that they need to try to be civil and work together.

Commissioner Meischeid stated that the legal issues need to be left up to the Town Attorneys and she is tired of the misinformation going around. She would like for staff to look into the issue with the food trucks.

Commissioner Velasquez thanked the speakers. She spoke regarding the negativity, and it starts from this dais and accusing the previous Commission of what happened. She stated that they did do things out in the open. She spoke regarding constantly bashing the previous Commission.

Vice Mayor Rose addressed the issue, and he will speak to the food truck guys to only stop at the construction job sites. He spoke regarding civility going both ways and bullies cannot come here and call them bullies. He stated that the same group of people that complain about former mayor Dietch complained about former mayor Burkett. He spoke regarding the delays that the previous commission would cause because they would not take the needed action on projects. He stated that the four elected officials that ran are here to reinvest in the infrastructure of the Town and getting projects done. He spoke regarding the fraudulent email that was sent like it was coming from the Mayor.

Mayor Danzinger reminded Commission Velasquez that she is part of the new Commission. He spoke regarding blocking their driveway and the Acting Town Manager will address that shortly. He stated that there are State and Federal statutes that show it is a crime to impersonate a public officer. He stated that this action happened and now it has to be investigated and it is up to the State Attorney's Office. He stated that Mr. Hyatt's letter of resignation was disseminated to the Commission hours prior to the Commission and he had conversations with the attorneys.

Acting Town Manager Gomez addressed the comments made regarding food trucks and they will discuss with the vendors.

Mayor Danzinger closed public comments.

7. Town Manager and Town Attorney Reports

7A. Town Manager's Report - Hector Gomez, Acting Town Manager

Acting Town Manager Gomez provided the Town Manager's report. He spoke regarding the grand opening of the lobby and the Surf Club will be issued their certificate of occupancy.

Commissioner Velasquez asked how long the contract for the beach chair is and when will the traffic study be completed.

Acting Town Manager Gomez stated that the contract is for 2 years and the traffic study should be happening concurrent with the construction of 96th street park.

Mayor Danzinger spoke regarding the timeline schedule and has anything been done to modify that schedule.

Acting Town Manager Gomez addressed the comments made by the Mayor.

Mayor Danzinger asked regarding the beach lighting.

Acting Town Manager Gomez stated that it would be around January 31 and the lights are built in Canada.

Mayor Danzinger asked regarding the different items and their timelines.

Acting Town Manager Gomez addressed the questions by the Mayor.

Vice Mayor Rose is glad that they are moving forward with the Building Department. He asked if there is a way of tracking if there are delays and if those could be brought to them during the briefings so they can address the questions from the residents.

Acting Town Manager Gomez addressed the comments made and stated it is his job to update the Commission.

A motion was made by Vice Mayor Rose to approve the Town Manager's Report, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote. January 2023 Town Manager's Report.pdf

7B. Town Attorney's Report - Lily Arango, Town Attorney

Town Attorney Recio provided the Town Attorney's report as well as the pending litigation cases and their status.

Commissioner Velasquez asked if the Shannon Gallagher case stops the developer from building.

Town Attorney Recio stated it does not.

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

Minutes Regular Town Commission Meeting Tuesday, January 10, 2023 Town Attorney Report - January 10, 2023

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Town Manager Recruitment Process - Hector Gomez, Acting Town Manager

The Town Administration recommends discussion on the Town Manager's recruitment process.

Acting Town Manager Gomez introduced the item and provided an overview of what the Charter states as it relates to the appointment of a Town Manager. He stated that whatever path they take it is up to them to decide as well as any other options. He stated that in the most part it is something that they have undertaken inhouse and still been able to do an executive search with the Human Resources Director we have. He asked them to trust the process and that they can run it and they will have a successful search. He spoke regarding the proposals they received and the cost and if they want to go local, nationwide and what they are looking for in a Town Manager.

Mayor Danzinger asked if there is anything else that needs to be discussed tonight to move this forward.

Human Resources Director Yamileth Slate-McCloud stated that what she needs to know is if they want to go with an external company to do the search or inhouse and if they choose inhouse she would need to get a confirmation of the job description and provide a salary range.

A motion was made by Vice Mayor Rose to extend the meeting for 30 minutes at 10:58 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger opened public comment.

The following individual from the public spoke: Eliana Salzhauer stated that using a firm you obtain a wider number of applicants.

Mayor Danzinger closed public comment.

Vice Mayor Rose asked Human Resources Director Slate-McCloud how many years she has been working in Surfside and how many searches inhouse and outsourced has she been a part of.

Human Resources Director Slate-McCloud stated that she has been working 16 years in Surfside and has gone through 10 town managers and they have only used an executive outsource company to do the search only once during her 16 years.

Commissioner Landsman stated he is in the recruitment field and thanked Human Resources Director Slate-McCloud and appreciates her long service to the Town of Surfside and asked where they are today with all the changes, how comfortable does she feel to execute this search.

Human Resources Director Slate-McCloud stated that she feels very comfortable as long as the process is defined.

Commissioner Landsman feels confident to keep it inhouse and save that money.

Mayor Danzinger stated that he saw the process last year and he wants to trust the Human Resources Department and believes it should be kept inhouse.

Commissioner Meischeid agrees to keep it inhouse with the history and experience of our Human Resources Department Director and would like to stay within the local area because it would be a faster start up and people that understand South Florida.

Commissioner Velasquez is happy that they want to keep it inhouse and is comfortable to have her take it on again and it saves the Town money. She would prefer to go out further and reach out to other states.

Mayor Danzinger stated that if you go with someone local who has been in the system that person will have the method and contacts locally that will help and not have someone from another state that does not have the contacts needed.

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

Mayor Danzinger spoke regarding the job description, and he read through it and at the very least the job description should state what is in the charter and there was not a lot in there of the requirements by the Commission. He stated that maybe since it is being done inhouse they can come back later with some ideas.

Commissioner Landsman stated that with his experience that many candidates do not read the actual job description. He stated it should be shorten to have something more concise and it should be discussed at another date.

Mayor Danzinger suggested adding the minimum requirements in the charter and code then come back with more specifics.

Mayor Danzinger spoke regarding the salary range and it could be a high and low. He spoke regarding the a range and spoke regarding similar municipalities.

Commissioner Meischeid agrees with the Mayor.

Commissioner Velasquez does not agree in putting a salary range.

Commissioner Landsman stated that in his experience you should not put a salary range and if you see a salary minimum then that candidate might be making much less and then they will want your minimum range. He stated it would be a doubleedged sword. He believes it puts you in a position of overpaying for talent that is not worth it. Mayor Danzinger believes you should put a minimum and maximum range.

Commissioner Meischeid asked Human Resources Director Slate-McCloud what her experience is relating to salary ranges on the job posting. Human Resources Director Slate-McCloud stated that it is the practice of the Town to post the salary range. She spoke further about the pros and cons of doing so.

Commissioner Velasquez asked why the Assistant Building Official position did not add the salary range.

Human Resources Director Slate-McCloud stated that it would be hard to have applicants because neighboring municipalities were paying more than what the Town was paying.

Commissioner Velasquez spoke regarding what took place when they hired Mr. Hyatt.

Vice Mayor Rose stated that they should pay at market rate and is comfortable with a range of \$220,000 to \$260,000 in order to obtain qualified applicants and bringing it to market. He stated that he would like to have someone for the long term.

A motion was made by Vice Mayor Rose to start the salary range from \$220,000 to \$260,000, seconded by Mayor Danzinger. Vice Mayor Rose amended his motion to start the salary range from \$220,000 to \$265,000, Mayor Danzinger accepted the amendment.

Mayor Danzinger stated that you are paying the Acting Town Manager Gomez \$185,000 and you want a salary range higher for the new hirer.

Commissioner Landsman stated that if you are doing a salary range to start it at \$185,000 not \$220,000 and paying more does not mean that you are getting quality.

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

Vice Mayor Rose believes they should not shortchange themselves by not paying them enough.

Commissioner Meischeid stated that they do need to be in the market and looked at the compensation study which shows \$222,000 to \$265,000 and they need to be in the market range.

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

Attachment A - Job Description.pdf

Attachment B - Town Manager Salary Survey.pdf

Attachment C - Town Manager Recruitment Flyer.pdf

Attachment D - Town Manager Recruitment Ranking Sheet to Short List.pdf Attachment E - Ranking Summary Sheet.pdf Attachment F- Town Manager Ranking Sheet Top Three Candidates.pdf Attachment G - Ballot to Select the Town Manager.pdf

9B. Seawall Height Requirements - Hector Gomez, Acting Town Manager

It is recommended that the Town Commission direct Town Staff to prepare an Ordinance setting a minimum seawall height for new construction based on the results of their research.

Acting Town Manager Gomez provided an overview of the item and stated that they need to update their seawall height.

Vice Mayor Rose asked if they are also talking about existing construction not new construction.

Acting Town Manager Gomez stated correct.

Mayor Danzinger opened the floor to public comment.

The following individuals from the public spoke: Eliana Salzhauer George Kousoulas

Mayor Danzinger closed the floor to public comment.

A motion was made by Vice Mayor Rose for the Town Planner and Town Attorney to come back with some recommendation as an ordinance on first reading next month, seconded by Commissioner Meischeid.

Vice Mayor Rose asked if there is a 5 year or 10 year plan and that should be added to their resiliency plan.

The motion carried with a 5-0 vote. Attachment A - Zoning Code References to Seawall Heights.docx

10. Adjournment

A motion was made by Commissioner Landsman to adjourn the meeting without objection at 11:41 p.m., seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2023.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MPA, MMC Town Clerk



Town of Surfside Joint Special Town Commission and Planning and Zoning Board Meeting MINUTES January 31, 2023 5:30 PM Commission Chambers

1. Call to Order

Mayor Danzinger called the meeting to order at 5:40 p.m.

1.A Roll Call of Members

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

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

Deputy Town Clerk Herbello called the roll of the Planning and Zoning Board members with the following members present:

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Lindsey Lecour and Board Member Jonathan Edderai (arrived at 6:09 p.m.)

Absent: Board Member Ruben Bravo, Alternate Board Member Michael Szafranski and Alternate Board Member Grace Rais.

Also Present: Acting Town Manager Hector Gomez, Town Attorney Lillian Arango, Town Attorney Tony Recio, Town Planner Judith Frankel and Building Official James McGuinness.

1.B Pledge of Allegiance

Sgt. Cruz provided the pledge of allegiance.

2. Public Comments

Mayor Danzinger provided the process for tonight's meeting and public comment. He stated the goal is to have a productive meeting. He stated that he will give the public 5 minutes to speak on all of the items on the agenda.

Mayor Danzinger opened the floor to public comment.

The following individual from the public spoke:

George Kousoulas stated that he agrees with all the items on the agenda. He wants to highlight item 3C (Administrative Code Correction: Roof Deck Stairway Height) which entails roof deck and spoke regarding what does not work. The other item is 3G (Accessory Structures in the H30A Zoning District) as it pertains to accessory structures on waterfront lots. The final one is item 3H (Application of Setback Restrictions) which is a new way of looking at the setbacks.

Mayor Danzinger closed the floor to public comment.

3. Discussion Items

3.A Administrative Code Correction: Use of the term "Gross" - Hector Gomez, Acting Town Manager

Staff suggests deleting the term "gross" from two locations in the Zoning Code. (See Attachment A) The Town Code no longer uses "Gross Acre" or "Gross Density" for density calculations and references to the term are confusing and misleading.

Acting Town Manager Gomez introduced the first item and stated that the gross acreage was left behind in a few areas and they want to remove the term "gross".

Town Planner Frankel provided an overview and explanation of the item and stated they usually use the term "lot acreage", and they no longer use the word "gross" and it becomes confusing. She stated the code only counts the actual property and it is a code cleanup and a simple solution.

Mayor Danzinger stated he understood that the Planning and Zoning Board had discussions last week.

Chair Baumel and the rest of the Planning and Zoning Board reached consensus to remove the word "gross".

Commissioner Meischeid agrees with removing the word in the code.

Vice Mayor Rose disclosed that he is a contractor in Town and does work in Town and is also a Commissioner.

Board Member Lecour suggested having a consent agenda sort of format for these type of items.

Mayor Danzinger asked if each item has to come back as a separate item as an ordinance change?

Town Attorney Recio stated that the two stating "gross" could come back as an ordinance and any others could be joined together and come back as one and they will group them together.

A motion was made by Commissioner Meischeid to move forward with correcting the use of the term "gross" in the code, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Attachment A: Gross Acre Sections in the Zoning Code

3.B Administrative Code Correction: Planning and Zoning Board application requirements - Hector Gomez, Acting Town Manager

Staff recommends adding the following materials to the requirements for Planning and Zoning Board applications:

- Signed and sealed survey showing current property conditions including elevations of site and right-of-way
- Site Plan (existing and proposed) with all dimensions and locations of mechanical equipment
- Architectural Elevations (existing and proposed)
- Floor Plans
- Materials Sheet
- Neighboring properties and site conditions
- Special purpose sheets as necessary
- Landscape Plans and species table

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview and explanation of the item.

Town Attorney Recio went over the section of the code pertaining to this item and stated that the Planning and Zoning Board reached consensus on this one. He stated that on new construction they would have renderings and photographs and a landscape architect would be required for new projects and a landscape plan would not be required for additions.

Chair Baumel explained that this pertains to new construction from the ground up.

Town Planner Frankel stated that landscape plans are required for new constructions but does not have to be done by a separate architectural firm.

Vice Mayor Rose gave examples of the requirements.

Mayor Danzinger asked if they move a tree does this matter or does he have to come with a landscape plan.

Town Planner Frankel addressed the comments made by the Mayor.

Commissioner Landsman provided an explanation of the item. He asked if it is a recommendation for staff to add the language and is that correct.

Town Attorney Recio stated it is a bit confusing because during the codification process something happened because they have to add it because it is currently not in the code and they have to add the entire list.

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A motion was made by Commissioner Landsman to add the following list of suggested requirements to include the two additional requirements by the Planning and Zoning Board, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Town Attorney Recio explained what that list was including the requirements added by the Planning and Zoning Board.

Attachment A: Planning and Zoning Board Application Attachment B: Zoning Code Section in Application Requirements

3.C Administrative Code Correction: Roof Deck Stairway Height - Hector Gomez, Acting Town Manager

Staff recommends that roof deck stairways and railings be permitted to extend above the permitted roof height for the zoning district as already provided in Sec. 90-44. (See Attachment A) Specifically, Sec. 90-50.2 should be amended to allow roof deck stars to extend above the roofline in accordance with the restrictions in Sec. 90-44

Acting Town Manager Gomez introduced the item and provided an overview.

Town Planner Frankel provided an overview and explanation of the item. She stated that the Planning and Zoning Board had consensus on this item.

Board Member Lecour stated that if you want a roof deck your house has to be 12 inches shorter.

Vice Mayor Rose spoke regarding what can be done with the enclosure of the equipment.

Town Attorney Recio stated this is about the rail not actually the enclosure.

Vice Mayor Rose addressed the comment made by Mr. Kousoulas about the parapet and that also has to be corrected. He stated that the code should match what you are building.

Town Attorney Recio stated it makes sense it is up to them to determine if it is a policy.

Commissioner Velasquez asked regarding the height requirement and the mechanical equipment.

Town Attorney Recio addressed the comment made by Commissioner Velasquez.

Vice Mayor Rose asked Building Official McGuinness what he will do regarding the rail going around the stairway.

Building Official McGuinness stated that he will comply with the code.

A motion was made by Vice Mayor Rose to recommend the modification moving the railing to 42 inches along with the 6% for the parapet, seconded by Commissioner Minutes

Meischeid. The motion carried with a 5-0 vote. Attachment A: Sections of the Zoning Code on Roof Deck Stair Height

3.D Administrative Code Correction: Extension of Architectural Features into Setbacks - Hector Gomez, Acting Town Manager

Staff recommends that the definition of "yard" in Section 90-2 be amended to refer to "setback" to clarify that the two terms are considered interchangeable, in order to avoid confusion and misinterpretation.

Acting Town Manager Gomez introduced the item and provided an overview.

Town Attorney Recio went over the section of the code pertaining to this item and spoke regarding the two words being used interchangeably but there are certain parts of the code that they mean different things. He continued explaining to the Commission and Planning and Zoning Board this item.

Mayor Danzinger asked for clarification on the requested changes.

Town Attorney Recio provided the clarification to the Mayor's questions.

Commissioner Velasquez stated you still cannot go over the 40% allowed on the first floor. She asked if they have come up with issues that has had this problem and how it was resolved.

Town Planner Frankel stated correct. She provided explanations and examples.

Vice Mayor Rose spoke regarding the setbacks and stated you will always have an area that you cannot touch around. He stated this is just an administrative cleanup on the language.

A motion was made by Vice Mayor Rose to move forward with staff recommendations for Section 90-2, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez in opposition.

Town Attorney Recio provided an overview of section 90-46 and the recommendation is to get rid of this section.

A motion was made by Vice Mayor Rose to cleanup the language on Section 90-46, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

Town Attorney Recio provided an overview of Section 90-2 (definitions) the frontage and is limited to the street and would they want to consider defining frontage.

Mayor Danzinger asked if Planning and Zoning Board considered this item.

Chair Baumel stated that they had a consensus that anything with side setbacks on certain areas like Harding going west and those properties could not be treated the same as those on a residential street.

Vice Chair Forbes stated that they also discussed another example of properties that if not treated differently they would not be sellable.

Commissioner Velasquez stated that it seems they are putting all these areas together and if there are only a few under that circumstance then give it to them but the Champlain Tower South section does not fall under this.

Chair Baumel explained again the reasoning for this change.

Vice Mayor Rose explained the change and provided examples.

Commissioner Meischeid stated that it is her understanding that there other cities that are doing this as well.

Town Attorney Recio stated yes that there are other cities that are doing this.

Commissioner Velasquez asked if there is currently an application that this would affect.

Town Attorney Recio stated that this has come up with several properties.

Mayor Danzinger stated it is a bit complicated and if they could bring this back with more details.

3.E Administrative Code Correction: Front Yard Standards in H30A, H30B, H30C and H40 districts - Hector Gomez, Acting Town Manager

Staff recommends that Sec. 90-61(1) be amended to provide that "Not less than 50 percent of the front yard shall be landscaped". This is what is occurring now due to the restriction that no more than 50% of the front yard can be paved.

Acting Town Manager Gomez provided an overview of the item and looking at the front yard area and what is and is not permeable.

Town Planner Frankel provided an overview and explanation of the item. She stated this was left over from the previous change and what they are recommending.

Town Attorney Recio went over the section of the code pertaining to this item.

After some discussion by the Commission, staff and the Planning and Zoning Board the following motion was made.

A motion was made by Vice Mayor Rose to move forward with staff recommendation and clean up the language, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Attachment A: Front Yard Standards in the Zoning Code

3.F Planning and Zoning Board Review Criteria - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and the Town Commission provide direction on the use of Design Guidelines in single-family development applications.

Town Planner Frankel provided an overview and explanation of the item. She spoke about the Design Review Guidelines and that the Planning and Zoning Board needs clearer criterias.

Town Attorney Recio explained the criteria and how it relates to this item.

Town Planner Frankel stated that Marlin Engineering is doing this and they are not here to provide input.

Mayor Danzinger asked what they will give them to look at or have they started this process.

Commissioner Landsman stated that this is to be able to give the Planning and Zoning Board more teeth and it is hard for them to approve a project if it does not meet code. He stated that the design criteria needs to be updated. He suggested tabling this until they can have more discussion on the item.

Mayor Danzinger agrees to bring this back once the new design review guidelines are done.

Vice Mayor Rose spoke regarding the technicality and what he does not want to see is the design guidelines being used as a weapon.

Mayor Danzinger commented on how some of the items can be up in the air.

Vice Mayor Rose gave an example from the previous Planning and Zoning Board.

Vice Chair Forbes provided his comments and opinion. He stated it needs to be cleaned up but at some point and time you have to approve it.

Town Planner Frankel showed an example of a home and it meets code.

Commissioner Velasquez stated that she does not agree with having someone build something like a spaceship and certain colors should not be allowed.

Board Member Lecour spoke regarding the design review guidelines and they need to discuss it and make sure they all agree it is what they want in Town.

Commissioner Landsman spoke regarding the need for the Planning and Zoning Board. He suggested this being a charter question and possibly having the Town Planner approving certain things and change the mandate of the Planning and Zoning Board.

Chair Baumel suggested to table the discussion until the new design review guidelines are ready and explained that the Town has changed and is changing and one needs to look outside of the box.

Minutes Joint Special Town Commission and Planning and Zoning Board Meeting Tuesday, January 31, 2023 A motion was made by Commissioner Meischeid to table this item until the design review guidelines are ready, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Attachment A: Single Family Development Review

3.G Accessory Structures in the H30A Zoning District - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board consider the appropriate setback and size for accessory structures the H30A zoning district.

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview and explanation of the item.

Town Attorney Recio went over the section of the code pertaining to this item.

Discussion took place among the Commission, Town Attorney and the Planning and Zoning Board regarding the size of the lot and setbacks including the setback on the seawall.

Mayor Danzinger suggested to separate the items.

Board Member Lecour stated this matter came up with the two Bay Drive houses and the stairwell built against the seawall and some visual would be helpful.

Chair Baumel addressed the comments made by Board Member Lecour.

Vice Mayor Rose stated that when the two were built it was to distinguish between Indian Creek and Biscayne Bay and that is why there needs to be cleanup in that language and have clearer language.

A motion was made by Vice Mayor Rose to allow the accessory structures within 15 feet of the seawall, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to allow one accessory structure with a roof up to 200 square feet, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Vice Chair Forbes agrees with Vice Mayor Rose.

Commissioner Velasquez asked for clarification.

Commissioner Landsman asked to limit it to one structure.

Board Member Lecour suggested a percentage because 200 square feet on a 30,000 square foot would not make sense.

Town Attorney Arango asked if they are limiting it to waterfront lots.

Town Attorney Recio clarified they will come up with everything they said and explained the process and the Commission will see it before the Planning and Zoning Board sees it and then they will see it again after the Planning and Zoning Board has provided their input.

A motion was made by Commissioner Velasquez to take a 10 minute break at 7:33 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

The meeting took a recess at 7:33 p.m. The meeting reconvened at 7:52 p.m.

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

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

Deputy Town Clerk Herbello called the roll of the Planning and Zoning Board members with the following members present:

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Lindsey Lecour and Board Member Jonathan Edderai.

Absent: Board Member Ruben Bravo, Alternate Board Member Michael Szafranski and Alternate Board Member Grace Rais. H30A Rear Yard Flooding November 2022

3.H Application of Setback Restrictions - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and Town Commission provide direction on whether an average setback should be applied against both the first and second floors in the H30A and H30B districts in a similar manner to its application in the H120 district.

Town Attorney Recio went over the section of the code pertaining to this item.

Mayor Danzinger asked regarding the 35% of lot and how it applies to the first and second floor.

Town Attorney Recio addressed the comment made and it currently only applies to the first floor and explained what this change would apply to. He also explained what is required currently.

Commissioner Velasquez asked regarding the 72% and if that is what currently is in the code.

Town Attorney Recio clarified the comment made by Commissioner Velasquez.

Commissioner Velasquez spoke and asked for some further clarifications on this

proposal.

Vice Mayor Rose spoke about how properties owners are in some way maximizing what is currently allowed per the Town code in the different houses that have been getting built during the last year.

Commissioner Landsman agrees with having choices and believes the Town should have more of those.

Chair Baumel spoke about the different roof options that you may also use when designing homes.

There was further discussion amongst the commission and the Planning and Zoning Board on this item.

A motion was made by Vice Mayor Rose to approve the language as presented and add language of potential versus actual and non continuous front façade or deviation in frontage, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Attachment A: Zoning Codes Setbacks Proposal for H30A and H30B building volumes.pdf

3.I Synthetic/Artificial Turf - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and Town Commission provide direction on the 10 properties with artificial turf, and the overall use of artificial turf.

Acting Town Manager Gomez introduced the item and stated there are 10 properties that are in the amnesty period which they must also determine what to do with those homes. He continued introducing the item.

Mayor Danzinger suggested dividing it and see how the Commission feels about artificial turf first before dealing with those 10 homes.

Town Planner Frankel provided an overview and explanation of the item.

Mayor Danzinger asked how the understory facts into this.

Town Planner Frankel addressed the comment made by the Mayor.

Board Member Lecour provided her input on the item and stated that there are a lot of things nicer than artificla turf.

Vice Mayor Rose addressed the comment made by Board Member Lecour.

There was further discussion amongst the Commission and the Planning and Zoning Board on this item.

A motion was made by Vice Mayor Rose to allow artificial turf on the side and rear of Minutes the home and for it to count towards the permeable area, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Vice Mayor Rose spoke regarding hedges and turf.

Vice Chair Forbes addressed the picture on the screen regarding the item.

A motion was made by Vice Mayor Rose to allow artificial turf in the front yard, seconded by Mayor Danzinger. The motion carried with a 3-2 vote with Commissioner Landsman and Commissioner Meischeid voting in opposition.

Commissioner Velasquez left the meeting at 8:45 p.m.

Town Planner Frankel asked what to do with the 10 homes and the question is if we want them to come back for a permit since they did not install it correctly.

Consensus was reached to wait to determine what they will permanently do with the artificial turf item before addressing those 10 homes.

Acting Town Manager Gomez stated that administratively they will leave it status quo until they determine what is approved. Ordinance No. 2020-1709 Synthetic Turf

3.J Front Yard Fences and Gates - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and Town Commission provide direction on the process of approval for front yard fences and gates. As part of this correction, the allowable height of hedges in the front yard should be amended for consistency with Section 149 of the Charter.

Acting Town Manager Gomez introduced item.

Town Planner Frankel provided an overview and explanation of the item.

Chair Baumel stated the issue the Planning and Zoning Board had was the material that will be used.

Commissioner Landsman agrees to take it away from the Planning and Zoning Board.

Vice Mayor Rose agrees with removing it from the Planning and Zoning Board.

Mayor Danzinger asked what takes place when individuals go before the Planning and Zoning Board for a fence.

Town Planner Frankel addressed the comment made by the Mayor and what the code states as well as the materials allowed.

Discussion among the Commission and Planning and Zoning Board took place regarding what type of material should be allowed and which ones should go before

Minutes

the Planning and Zoning Board. Suggestion was made for Town Planner Frankel to come up with a pattern and materials as well as a design element that would have to come before the Planning and Zoning Board.

Mayor Danzinger suggested to approve the fences based on the height and design restrictions.

Board Member Lecour stated that whatever the Town Planner decides needs to go before the Planning and Zoning Board then it goes before the Commission.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to approve the gates and fences in the front yard in the setback by right based on the existing height restrictions and materials and designs to be defined by staff and be brought back as an ordinance, seconded by Vice Mayor Rose. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Appendix A: Code section on Front Yard Fences.docx

3.K Applicability of Planning and Zoning Board Review - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and the Town Commission consider amending the Zoning Code Section 90-19.7 to allow additional minor alterations to be reviewed by Town Staff only and not be required to be reviewed by the Planning and Zoning Board except in cases of controversy.

The following permits are suggested to be added to Zoning Code 90-19.7 list of exempt permits:

- 1. Rear-yard wall opening not visible from the public right-of-way
- 2. Change outs of building materials
- 3. Window Signs in the SD-B40 Zoning District
- 4. Awnings in the SD-B40 Zoning District
- 5. Rear yard pools
- 6. Rooftop mechanical and accompanying screens.
- 7. Roof decks on existing homes
- 8. Carports

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview and explanation of the item.

Mayor Danzinger asked if there is material requirements and are there restrictions in place.

Town Planner Frankel addressed the comments made by the Mayor.

Vice Mayor Rose asked if they want to add garage conversions with the strip to the list.

Chair Baumel stated that they have not seen too many poor garage conversions.

Town Attorney Recio stated that the Planning and Zoning Board spoke regarding roof decks.

Board Member Lecour spoke regarding the strip and windows matching on the garage conversion.

Town Planner Frankel addressed the comments made.

A motion was made by Mayor Danzinger to have Town Planner and Town Administration to be able to approve the items stated on the memo with the exception of item 7 which is roof decks and addition of garage conversion, seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

3.L Enforcement and Interpretation of the Zoning Code - Hector Gomez, Acting Town Manager

Staff recommends that the Town Commission consider tracking official interpretations of Section 90-3 of the Zoning Code to ensure consistency. The Commission may also consider defining the parameters for the Town Planner to include the ability to approve minor changes to approved plans.

Acting Town Manager Gomez introduced the item.

Town Attorney Recio went over the section of the code pertaining to this item and what the parameters would be.

Mayor Danzinger addressed the items stated in the memo.

Commissioner Landsman asked how the tracking would take place if it would be via a software.

Town Attorney Recio stated that in other municipalities the Town Planner would write a memorandum and put it online with their interpretation. He stated that they could create a separate appendix to add the Town Planner's interpretation and possibly pass it by resolution.

A motion was made by Mayor Danzinger to direct the Acting Town Manager to start recording the changes and set up a structure in the code and compile a list and bring back as ordinance with parameters for the Town Planner, seconded Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Board Member Lecour asked if they could do the corrections in a consent agenda form.

Attachment A: Enforcement of the Zoning Code

4. Adjournment

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A motion was made by Vice Mayor Rose to adjourn the meeting without objection at 9:34 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Respectfully submitted,

Accepted this _____ day of _____, 2023.

Shlomo Danzinger, Mayor

Carolyn Baumel, Chair Planning and Zoning Board

Attest:

Sandra N. McCready, MPA, MMC Town Clerk

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MEMORANDUM

ITEM NO. 3B.

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

From: Hector Gomez, Acting Town Manager

Date: February 14, 2023

Subject: Parks and Recreation Special Event Vendor, Premier Bounce N Slide Party Rentals, LLC Contract and Expenditure Approval

Town Administration is seeking Town Commission authorization to expend up to \$62,000 in fiscal year 2023 and contract with Premier Bounce N Slide Party Rentals for all Parks and Recreation Events

The Parks and Recreation Department was requested to revamped and upgrade all special events by adding more attractions, activities and providing more food during each event. After a thorough search of event vendors, Premier Bounce N Slide Party Rentals was selected. Premier Bounce N Slide Party Rentals came in highly recommended from multiple municipalities. They are a "one stop shop" for all event planning needs. They own and operate their own catering division, interactive entertainment, inflatables, mechanical rides, tents, tables and chairs and more. Premier Bounce N Slide Party Rentals has been used for previous events such as Halloween Spooktacular, Winter Wonderland, and Family Fun Day. They have provided new interactive rides, food catering and have been extremely professional and responsive. Each event has seen a record attendance over the past year and residents have expressed positive feedback.

Due to the amount of rides and activities that have been added to each event in addition to the food catering that was used for Family Fun Day event and the anticipated cost for the remainder for fiscal year 2023, it is expected that expenditures with vendor will reach \$62,000.00.

Per Town Code section 3.13(7)(d), the contract is exempt from competitive procurement since it is a "Performing artists, event organizers, and entertainment, 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."

Resolution Approving Premier Bounce N Slide Agreement - Parks and Recreation

Premier Bounce N Slide Party Rental.DOCX

RESOLUTION NO. 2023-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC FOR THE TOWN'S PARKS AND RECREATION SPECIAL EVENTS IN AN AMOUNT NOT TO EXCEED \$62,000 FOR FISCAL YEAR 2023; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires certain event production

services for the Town's Parks and Recreation special events for attractions, activities and

food during each event (the "Services"); and

WHEREAS, the Parks and Recreation Department (the "Department") conducted

a thorough search of event production vendors and selected Premier Bound N Slide Party

Rentals, LLC (the "Contractor") for the Services; and

WHEREAS, the Department recommends that the Town Commission approve the

agreement with the Contractor, attached hereto as Exhibit "A," in an amount not to exceed

\$62,000 for the Services in Fiscal Year 2023 (the "Agreement"); and

WHEREAS, pursuant to Section 3-13(7)(d) of the Town Code of Ordinances (the "Code"), contractual services for event organizers and entertainment providers, as approved by the Town Manager when deemed to be in the best interests of the Town, for the benefit of the citizens of Surfside and the general public at any town sanctioned activity, are exempt from competitive bidding; and

WHEREAS, in accordance with the Department's recommendation, the Town Commission desires to approve the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed \$62,000 for the Services in Fiscal Year 2023, and authorize the Town Manager to execute the Agreement; and

WHEREAS, the Town Commission finds that the Agreement for the Services and this Resolution are in the best interests 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 Agreement. The Town Commission hereby approves the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed \$62,000 for the Services in Fiscal Year 2023.

<u>Section 3.</u> <u>Authorization to Execute Agreement.</u> The Town Manager is hereby authorized to execute the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

<u>Section 4.</u> <u>Exemption from Competitive Bidding.</u> The Town Commission finds that, pursuant to Section 3-13(7)(d) of the Town's Code, the Services are exempt from competitive bidding.

<u>Section 5.</u> <u>Implementation.</u> 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, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14th day of February, 2023.

Motion By: _____ Second By: _____

FINAL VOTE ON ADOPTION:

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC Town Clerk

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

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

SPECIAL EVENT PRODUCTION SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND

PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the October 1, 2022 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, **FLORIDA**, a Florida municipal corporation, (hereinafter the "Town"), and **PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC**, a Florida Limited Liability Company (hereinafter, the "Contractor").

WHEREAS, the Town desires certain event production services for the Town's Parks and Recreation annual events (the "Services"); and

WHEREAS, the Contractor has agreed to provide the Services on a non-exclusive basis in accordance with the Scope of Services, attached hereto as Exhibit "A" and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a not to exceed total amount for Fiscal Year 2022/2023 for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. <u>Scope of Services</u>.

- 1.1. Contractor shall provide the Services for Parks and Recreation Events as directed by the Town, which may include, but are not limited to, Halloween, Winter Wonderland, Family Fun Day, Spring Egg Hunt, 4th of July events (each an "Event") in accordance with the Scope of Services attached hereto as Exhibit "A" incorporated herein by reference.
- **1.2.** Contractor shall furnish all goods, services, reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. <u>Term/Commencement Date</u>.

- **2.1.** The Term of this Agreement shall be from the Effective Date through September 30th, 2023, unless earlier terminated in accordance with Paragraph 8.
- **2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. <u>Compensation and Payment.</u>

- **3.1.** Total compensation to the Contractor for the Services shall not exceed \$62,000 for the Term or Fiscal Year 2022/2023. The fees and costs for each Event shall be as agreed upon by the Town and Contractor.
- **3.2.** In the event inclement or severe weather is impending, or is forecasted to affect the Event site, the Town reserves the right to cancel or reschedule the Event and the Town and Contractor agree to reschedule the cancelled Event within one (1) year of the date the Event was scheduled.
 - 3.2.1. If the Town cancels the Event at least seven (7) days before the Event due to inclement or severe weather, the Contractor shall not receive compensation for the Event.
 - 3.2.2. If the Town cancels the Event between six (6) and two (2) days before the Event due to inclement or severe weather, the Contractor shall be refunded for any Event expenses incurred in an amount not to exceed fifty percent (50%) of Event compensation.
 - 3.2.3. If the Town cancels the Event on the day before the Event due to inclement or severe weather, the Contractor shall be refunded for any Event expenses incurred in an amount not to exceed ninety percent (90%) of Event compensation.
 - 3.2.4. Contractor shall provide receipts for all paid and incurred expenses through the date of Event cancellation. Failure to provide receipts for all paid and incurred expenses may result in delay of refund payments or rejection of the refund.
- **3.3.** Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.
- **3.4.** Contractor's invoices must contain the following information for prompt payment:
 - 3.4.1. Name and address of the Contractor;
 - 3.4.2. Purchase Order number;
 - 3.4.3. Date of invoice;
 - 3.4.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

- 3.4.5. Name and type of Services;
- 3.4.6. Timeframe covered by the invoice; and
- 3.4.7. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice.

4. Subcontractors.

- **4.1.** The Contractor shall be responsible for all payments to any subcontractors and/or vendors and shall maintain responsibility for all work related to the Services.
- **4.2.** Contractor may only utilize the services of a particular subcontractor or vendor with the prior written approval of the Town Manager or his designee, which approval may be granted or withheld in the Town Manager or his designee's sole and absolute discretion.

5. Town's Responsibilities.

- **5.1.** Town shall make available any information, maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- **5.2.** Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

- **6.1.** The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- **6.2.** The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

- **8.1.** The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.
- **8.2.** Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.
- **8.3.** In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- **8.4.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- **9.1.** Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
 - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed

Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- 9.1.2. 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 with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- **9.3.** <u>Additional Insured</u>. Except with respect to Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall

contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- **9.4.** <u>Deductibles</u>. 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.
- **9.5.** The provisions of this section shall survive termination of this Agreement.
- **10.**<u>Nondiscrimination.</u> During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

- **11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.
- **11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

- **12.1.** Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- **12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

- **12.3.** The provisions of this section shall survive termination of this Agreement.
- 13. <u>Notices/Authorized Representatives</u>. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by handdelivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
- 14. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

- **15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- **15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- **16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- **16.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of 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.

- **16.3.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- **16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- **16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- **16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- **16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> 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

- **17.**<u>Nonassignability</u>. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- **18.** <u>Severability</u>. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected

thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

- **19.** <u>Independent Contractor</u>. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- **20.** <u>Compliance with Laws</u>. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. <u>Waiver</u>. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. <u>Survival of Provisions</u>. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- **23.** <u>Prohibition of Contingency Fees</u>. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. <u>Public Entity Crimes Affidavit</u>. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- **25.** <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- **26.**<u>Conflicts.</u> In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- **27.** <u>Boycotts.</u> The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

- 28. <u>E-Verify Affidavit.</u> 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 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 entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- 29. Background Checks. Contractor agrees that based upon the Services to be provided, the Agreement is conditioned upon successful completion of current criminal background checks of all staff, including any or all of the following; criminal check, drug screening, credit check, reference check, past employment verification, and proof of education. Contractor shall be responsible for maintaining current background checks on all employees involved in the performance of Services pursuant to this Agreement. Background checks must be performed prior to the performance of any work by the contractor under this Agreement. Written verification of all background checks must be provided to the Town prior to the performance of any work by the contractor under this Agreement. Contractor acknowledges that in the performance of the Services contemplated in this Agreement, Contractor's staff may have contact with children. Accordingly, no employees shall be assigned to work for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any services by Contractor or staff hired by Contractor.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS]

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: <u>https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify</u>

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:	
With 000 // 1	i init i varno.	

Witness #2 Print	Name:	

Print Name:	
Title:	
Entity Name:	

ACKNOWLEDGMENT

State of Florida County of _____

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box 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

Acting Town Manager

Hector Gomez

Attest:

By: _____

CONTRACTOR:

PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC, a Florida Limited Liability Company

Ву:_____

Entity:

Name: _____

Title: _____

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:

Town of Surfside Attn: Town Manager 9293 Harding Avenue Surfside, FL 33154 305-861-4863 (telephone) 305-993-5097 (facsimile) hgomez@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 Iarango@wsh-law.com (email)

(telephone)
(facsimile)
(email)

With a copy to:

Addresses for Notice:

_____(telephone) _____(facsimile) ____(email)

EXHIBIT "A" SCOPE OF SERVICES

Contractor shall deliver the Services in accordance with the Agreement with the Town of Surfside (the "Town") as set forth in further detail below. Collectively, the following obligations shall be considered the "Services" rendered pursuant to the Agreement.

- 1. Event Description: The Town of Surfside may use Premier Bounce N Slide Party Rentals LLC for Special Events (Family Fun Day, Spring Egg Hunt, 4th of July, Halloween Spooky Spooktacular, and Winter Wonderland) for services to include:
 - a. Catering Services
 - i. Corporate Picnics
 - ii. BBQ Catering
 - iii. Street Fair & Carnival Style Concession Catering
 - b. Entertainment
 - i. Caricature Artists
 - ii. DJ Services
 - iii. Face Painters
 - iv. Clowns
 - v. Petting Zoo & Pony Rides
 - vi. Stilt Walkers & Unicyclist
 - vii. Balloon Artists
 - viii. Lighting and Sound
 - ix. Pipe & Drape
 - x. Dance Floors & Stages
 - xi. Tents, Tables & Chairs
 - c. Inflatables
 - i. Bouncers
 - ii. Wet Slides
 - iii. Dry Slides
 - iv. Obstacle Courses
 - v. Mazes
 - vi. Play Centers
 - d. Games
 - i. Interactive Games
 - ii. Midway Games
 - iii. Classic Lawn Games
 - e. Rides
 - i. Mechanical Attractions
 - ii. Thrill Rides
- 2. Overall Project Management: Tim Nathan
- 3. Approximate Attendance Goal: Varys depending on Event
- **4. Event Location(s):** Surfside Community Center/96th St. Park or other Town locations as requested by the Town.
- 5. Event Date(s) and Time(s): Varys depending on Event

EXHIBIT "A" SCOPE OF SERVICES

- 6. Event Set Up Times: Premier Bounce N Slide Party Rentals LLC will provide set up times prior to events.
- 7. Event Theme(s): TBA
- 8. Government Approvals/Special Permit: Ride Inspections provided by Premier Bounce N Slide Party Rentals LLC.
- **9. Trash Removal and Recycling:** Premier Bounce N Slide Party Rentals LLC will be responsible for removing all trash from rides and equipment supplied by them for each event.

10. Staffing:

- a. Premier Bounce N Slide Party Rentals LLC
 - i. Tim Nathan
 - ii. Amy Power
- b. Town of Surfside, Parks and Recreation Department
 - i. Tim Milian
 - ii. Adrian Hernandez
 - iii. Carlos Malvarez
- **11.Prohibited Items:** Styrofoam and plastic straws are prohibited to be used or distributed at the Event.
- **12. Town Approval:** The Town has the sole authority to issue a final approval of all programming, scope of services, and fees/costs for each Event. Any approvals will be in writing.



MEMORANDUM

ITEM NO. 3C.

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

From: Hector Gomez, Acting Town Manager

Date: February 14, 2023

Subject: FY 2023 Budget Amendment Resolution No. 4

Town Administration recommends approval of this resolution.

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:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

- Appropriate \$575,000 of fund balance to provide additional funding to complete the CTS investigation subject to a written commitment from National Institute of Standards and Technology (NIST) to access the onsite and offsite materials with a timeline of the access of such materials. This is based on Town Commission direction during the January 10, 2023, General Commission meeting.
- 2. Record revenue of \$9,100 from the Miami Dade County Law Enforcement Training Trust

Fund (MDC LETTF) and appropriate those funds for Public Safety specialized training.

Resolution Approving Budget Amendment No.4.DOCX

Attachment A - FY2023 Budget Amendment No 4.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 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 General Fund is being amended to (1) appropriate \$575,000 of fund balance to provide additional funding to complete the CTS investigation subject to a written commitment from National Institute of Standards and Technology (NIST) to access the onsite and offsite materials with a timeline for the access of such materials, as directed by the Town Commission at its meeting on January 10, 2023; and (2) record revenue of \$9,100 from the Miami Dade County Law Enforcement Training Trust Fund and appropriate those funds for Public Safety specialized training, 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.

1

Section 2. Approving Amended Budget; Budget Amendment No. 4. 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 amendment and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 14th day of February, 2023.

Motion By: _____ Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	
Commissioner Marianne Meischeid	
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 BA No. Fund Nos.

2022/2023 4

001 General Fund

2/14/2023

			Original/			
			Adjusted			Adjusted
Account Number	Account Description	Justification	Budget	Increase	Decrease	Budget
GENERAL FUND						
REVENUES						
		Appropriate fund balance to complete CTS				
001-511-392-00-00	Appropriated Fund Balance	investigation	\$3,070,180	\$575,000		\$ 3,645,180
		MDC-LETTF revenue to fund Public Safety				
001-521-351-50-20	Judgements & Fines -LETTF (Training) specialized training	\$0	\$9,100		\$ 9,100
TOTAL	GENERAL FUND REVENUES			\$584,100	\$-	
			-			
EXPENDITURES						
	Professional Services-Engineering	Professional fees to complete the CTS				
001-6700-525-31-15	Svcs	investigation	\$403,438	\$575,000		\$ 978,438
		Public Safety specialized training - LETTF				
001-3000-521-55-20	Conferences and Training	funded	\$19,500	\$9,100		\$ 28,600
TOTAL	GENERAL FUND EXPENDITURES			\$584,100	\$-	



MEMORANDUM

ITEM NO. 3D.

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

From: Sandra N. McCready, MMC, Town Clerk

Date: February 14, 2023

Subject: Approving a Multi Year Agreement for the Purchase of Public Records Request Management Software and Services from JustFOIA.

The Town Administration recommends approving the new agreement with JustFOIA to include pricing for an initial annual rate of \$6,930.00, subject to 5.0% annual increase for each renewal term.

The Town utilizes JustFOIA to process all public records requests. The Town Clerk's Office would benefit from the new upgrades that are being added to this new agreement. The new upgrade will facilitate the review and completion of public records requests. The upgrade has an additional cost of \$1,980.00 per year plus a one time installation fee of \$1,500.00. The total annual cost will be \$6,930.00, subject to 5.0% annual increase for each renewal term, as attached to the resolution as Exhibit "A".

Resolution Approving JustFOIA Agreement

Exhibit A - JustFOIA Agreement

RESOLUTION NO. 2023-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MULTI-YEAR AGREEMENT FOR THE PURCHASE OF PUBLIC **RECORDS REQUEST MANAGEMENT SOFTWARE AND** SERVICES FROM JUSTFOIA, INC. TO FACILITATE THE TOWN'S REVIEW AND COMPLETION OF PUBLIC **RECORDS: FINDING THAT THE PURCHASE IS EXEMPT** FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(i) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE SOFTWARE AND SERVICES; PROVIDING FOR IMPLEMENTATION: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") desires to facilitate the review and completion of public records requests by implementing a new agreement and platform upgrade for public records request management software and services provided by JustFOIA, Inc. (the "Services"); and

WHEREAS, JustFOIA, Inc. ("JustFOIA") has submitted a proposed multi-year agreement for the Services, attached hereto as Exhibit "A," in the amount of \$6,930.00 per year, subject to a 5.0% annual increase for each renewal term, together with a one-time cost of \$1,500.00 for the installation and upgrade package (the "Agreement"); and

WHEREAS, pursuant to Section 3-13(7)(j) of the Town Code of Ordinances (the "Code"), contracts for renewal of software and hardware licenses and maintenance agreements are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve the purchase of the Services and authorize the Town Manager to enter into the Agreement with JustFOIA, attached hereto as Exhibit "A," for the Services; and

WHEREAS, the Town Commission finds that the Agreement for the Services and this Resolution are in the best interests 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.

<u>Section 2.</u> <u>Approval to Purchase Services.</u> The Town Commission hereby approves the purchase of the Services from JustFOIA, in the amount of \$6,930.00 per year subject to a 5.0% annual increase for each renewal term, together with a one-time cost of \$1,500.00 for the installation and upgrade package.

<u>Section 3.</u> <u>Exemption from Competitive Bidding.</u> The Town Commission finds that pursuant to 3-13(7)j. of the Town Code, the purchase of the Services is exempt from competitive bidding.

<u>Section 4.</u> <u>Authorization to Execute Agreement.</u> The Town Manager is hereby authorized to execute the Agreement with JustFOIA, attached hereto as Exhibit "A," subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

<u>Section 5.</u> <u>Implementation.</u> 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, and the purposes of this Resolution.

<u>Section 6.</u> <u>Effective Date.</u> This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of February, 2023.

Motion By:	
Second By:	

FINAL VOTE ON ADOPTION:

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L. Town Attorney This Order, designated as Order No. 26211 (this "Order") is entered into as of the date of the last signature (the "Order Effective Date"), by and between JustFOIA and Customer.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties.
- B. No change order, notice, direction, authorization, notification, or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- C. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Customer purchase order, the provisions of this Order shall govern and control. Use of pre- printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- D. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- E. This Order, and any claim dispute or controversy hereunder (a "Dispute"), will be governed by and construed in accordance with the laws of the state of Florida. Venue for any proceedings arising out of this Order shall be proper exclusively in Miami-Dade County, Florida. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- F. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- G. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

JustFOIA, Inc. ("JustFOIA")

TOWN OF SURFSIDE ("Customer")

Signed: _____ Signed: _____

Name:	Name:
Title:	Title:

Date: _____ Date: _____

9293 HARDING AVENUE SURFSIDE, FL 33154

PRICING

JustFOIA 3717 Apalachee Parkway, Suite Bill/Ship to: Sandra 201 **McCready** Smccready@Townofsurfsidefl.G Tallahassee, FL 32311 850.701.0725 <u>ov</u> cc AP Contact: n/a 850.564.7496 fax Customer Name: Town of Surfside Quote Date: January 20, 2023 Customer Address: 9293 Harding Avenue, Surfside, FL 33154 Subscription Period Start Date: Quote Number: 26211 March 06, 2023 Quote Type: Platform Upgrade Subscription Period End Date: March 05, 2024

Prod	duct Description:	Qty	Unit Cost	Total
\checkmark	JustFOLA Pro Tier 1: Up to 10,000 Population	1	\$4,950.00	\$4,950.00
\checkmark	Payment Portal for JustFOIA Pro	1	\$742.50	\$742.50
\checkmark	Any & All Document Management for JustFOLA Pro	1	\$1,237.50	\$1,237.50

SUBTOTAL - RECURRING ANNUAL SERVICES

Service Description:		Qty	Unit Cost	Total
JUSTFOLA SERVICE PACKAGES				
\checkmark	Any & All Document Management Installation for JustFOIA Pro	1	\$750.00	\$750.00
\checkmark	JustFOIA Legacy to JustFOIA Pro Upgrade Package	1	\$750.00	\$750.00

SUBTOTAL - ONE-TIME SERVICES

<u>EXI</u>	STING JUSTFOLA ANNUAL SUBSCRIPTION	
\checkmark	JustFOIA Subscription City Tier 1: Up to 10,000	-1
\checkmark	Payment Portal Subscription	-1
\checkmark	Redaction	-1
\checkmark	Training Center for JustFOIA	-1
\checkmark	JustFOIA Subscription Credit Proration	1

SUBTOTAL - EXISTING JUSTFOLA ANNUAL SUBSCRIPTION CREDIT	(\$2,002.19
YEAR 1 ORDER COST	\$6,427.81

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

Page 3 of

\$6,930.00

\$1,500.00

RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "Bankruptcy Event"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Customer pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Customer is a city, county, or other government entity the following applies: If Customer's governing body fails to appropriate sufficient funds to make payments due and to become due during Customer's next fiscal period, Customer may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "Event of Non-appropriation"). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Customer agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

PRICING & BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
Recurring Services	 Platform Change: Within 30 days of receipt of Order. Annual Renewal: 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice or in compliance with the Florida Prompt Payment Act. Once payment has been received, no refunds for Recurring Services are available.

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within five (5) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Customer does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

LEGACY TO PRO UPGRADE PACKAGE

CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Training Center training course(s)
- Attend remote JustFOIA Pro System Training
- Determine if existing form(s) should be upgraded
- Determine platform switchover date

JustFOIA TASKS & DELIVERABLES

- Configure system with In-App Redaction (if necessary)
- Set up customer with Training Center accounts (if necessary)
- Configure system with Advanced Reporting
- Configure system with Dynamic Forms
- Upgrade customer forms (if necessary)
- Set new Data Storage Limit
- Enroll customer in necessary Training Center courses
- Conduct remote JustFOIA Pro System Training (1 hour); recording made available in Training Center

ANY & ALL DOCUMENT MANAGEMENT CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Training Center trainingsAttend remote walkthrough training

JustFOIA TASKS & DELIVERABLES
Configure and implement Any & All Document Management module

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION. THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein,

(ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA's knowledge, Customer's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of

(i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Customer Warranties. Customer warrants that JustFOIA's use of Customer data and/or any other item provided by Customer, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and nonconfidential data to the Solution. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Customer's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Customer's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know- how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "Recipient") prior to the time of disclosure by the other party (the "Disclosing Party"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a thirdparty without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by

Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

ACCOUNT SECURI TY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any thirdparty. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires. JustFOIA may decommission any environment after 45 days of Customer not maintaining an active subscription to the applicable environment, including without limitation, as a result of nonrenewal and/or non-payment.

NON-JUSTFOLA APPLICATIONS AND

PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for thirdparty website, including, without limitation, availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Customer to restrict such access by restricting

applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

INDEMNIFICATION & LIMITATION OF LIABILITY

(a) General Indemnification.

JustFOIA ("Indemnifying Party") shall indemnify, defend and hold the Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to
- confidentiality;
- A breach by the Indemnifying Party of applicable laws; or
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third- party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE

APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Customer nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Customer is subject to section 768.28, Florida Statutes, as may be amended from time to time. The provisions of this section shall survive termination of this Agreement.

INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000
 employers'
 - liability
- Comprehensive General Liability: \$2,000,000 per occurrence
 and
 - \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(d) <u>Boycotts.</u>

JustFOIA is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

(e) <u>E-Verify.</u>

In accordance with Section 448.095, Florida Statutes, the Customer requires all contractors doing business with the Customer to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Customer will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. JustFOIA must provide 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-

JustFOIA acknowledges that it has read Section 448.095, Florida

Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

(f) Public Records.

JustFOIA agrees to keep and maintain public records in JustFOIA's possession or control in connection with JustFOIA'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 JustFOIA involving transactions related to this Agreement. JustFOIA additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. JustFOIA 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 Customer.

Upon request from the Customer's custodian of public records, JustFOIA shall provide the Customer 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.

Notice Pursuant to Section <u>119.0701(2)(a), Florida Statutes.</u> ١F HAS JUSTFOLA QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA OF STATUTES, TO JUSTFOIA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-861-4863, 9293 Harding Avenue, Surfside, FL 33154, OR BY EMAIL: smccready@townofsurfsidefl.gov.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Customer, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(g) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(h) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc. 3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 Attn: Legal Department Email: legal@justfoia.com



MEMORANDUM

ITEM NO. 4A1.

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

From: Hector Gomez, Acting Town Manager

Date: February 14, 2023

Subject: Planning and Zoning Ordinance Change - Single Curb Cut width expansion on lots less than 100 feet in width

The Town Commission should consider this Ordinance to expand the maximum width of a single curb cut on lots with less than 100 feet of frontage from 18 feet to 24 feet.

Section 90-61.1 of the Town Code currently limits driveway curb cuts in the H30A and H30B districts as follows: 90.61.1 Curb cuts for properties located in the H30A district, H30B district, and H30C district west of Harding Avenue. (a) No curb cut shall be located within five feet of a side or rear lot line. For corner lots, no curb cut shall be located within 25 feet of the intersection of the front and secondary frontage lot lines. (b) Where a driveway is installed with two curb cuts, a landscaped island containing at least 60 square feet shall be provided between the curb cuts in the front yard area, extending from the front property line to the paved area. (c) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the attached table (see exhibit "A").

At the October 27, 2022 Planning and Zoning Board (PZB) meeting, the PZB discussed increasing the maximum size of a single-family driveway curb-cut to more comfortably access the two parking spaces that are required for single family residences. The PZB recommended the Town Commission consider increasing the maximum driveway curb cut width from 18 feet (to as much as 25 feet), provided the minimum pervious area of 50% of the front yard is not reduced.

At the December 13th, 2022 Special Town Commission meeting, the Commission directed staff to prepare an ordinance that would increase the maximum single curb cut to 24 feet. A property may have two curb cuts at 12 feet each at present, so extending the maximum single curb cut to 24 feet would equal that width.

Analysis: The current standard of 18 feet allows access for two cars to park next to each other in a driveway, however this may be somewhat constrained for two large SUVs. Members of the PZB noted damage to front lawns stemming from the drivers missing the streetward (transitions) corners of the driveways. Allowing a larger driveway curb cut expands design

flexibility in accommodating the two required parking spaces for single family and improves access to the driveway from the street. These advantages however should be balanced with pervious area requirements to ensure front lawns are not dominated by pavement and provide some green area.

Staff reviewed concerns that may be presented with the stormwater conveyance along the curb valley system but determined that if the curb system is installed per Public Works specification, the valley is sufficient enough to allow for water to properly convey. Enforcement of new curb installation is performed by the Public Works Department. Other municipalities, City of Miami Beach, allow for up to 40-00' driveways when used for two-vehicles.

On January 10, 2023, the Commission considered the ordinance and approved it on first reading with the following changes:

- a. Increase the maximum width of curb cuts for lots of 100 feet or greater that are improved with two curb cuts; and
- b. Add a footnote clarifying the design requirements for the driveway connection to the street to address stormwater drainage and flow.

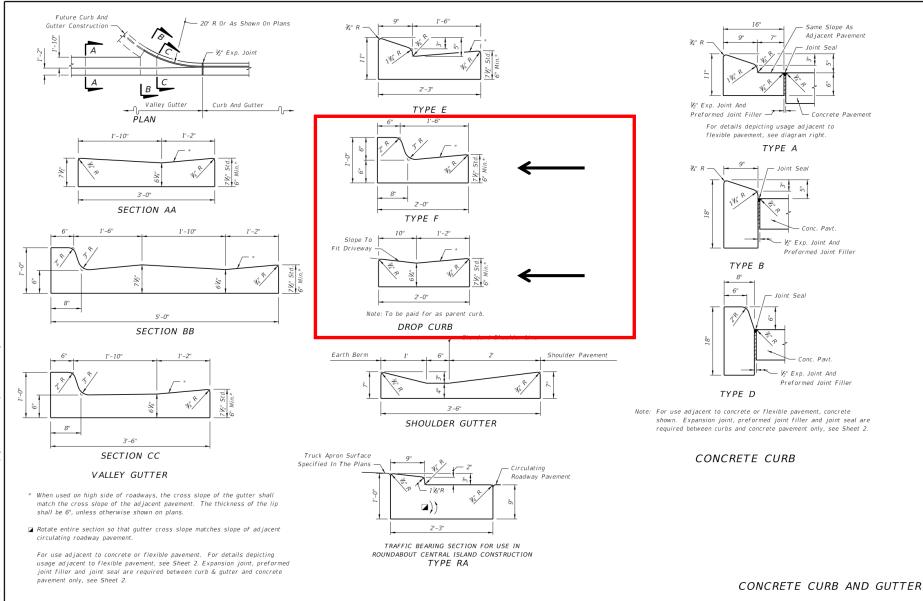
On January 26, 2023 this Ordinance was considered by the Planning and Zoning Board, which recommended approval of the ordinance with the proposed changes by a vote of 5-0.

Exhibit A.DOCX

Curb Specifications.pdf

Ordinance Curb Cuts - 2nd Reading.DOCX

	Maximum Driveway Connections (Curb Cuts) Allowed and Location
Front lot line width is less 100 feet	 One curb cut, not more than 18 feet in width; or Two curb cuts, each curb cut shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts
Front Lot Line Width is 100 feet or greater	 One curb cut, not more than 24 feet in width; or Two curb cuts, each curb cut shall not be more than 18 feet in width, and there shall be at least 12 feet between curb cuts; or Three curb cuts, each curb cut shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts.



•	DESCRIPTION:
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LAST

REVISION

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CURB & CURB AND GUTTER

^{INDEX} NO. **226** 300 | 1

ORDINANCE NO. 22 -

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90.61.1(c) OF ARTICLE **V.** – DESIGN **STANDARDS OF CHAPTER 90 OF THE TOWN CODE OF ORDINANCES, TO MODIFY THE PERMITTED WIDTH OF** PROVIDING FOR **SEVERABILITY:** CURB CUTS: PROVIDING FOR INCLUSION IN THE CODE; AND **PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,
 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

9 WHEREAS, Section 90.61.1(c) of the Code governs the maximum number and location of
 10 curb cuts that may be provided for a property in the H30A and H30B districts, and in the H30C
 11 district west of Harding Avenue; and

WHEREAS, Section 90.61.1(c) currently restricts properties with a lot width of less than 100
 feet to one curb cut of a maximum width of 18 feet, or two curb cuts of a maximum width of 12
 feet each that are separated from each other by at least 12 feet; and

WHEREAS, pursuant to Section 90-61, front yard setbacks in the H30A and H30B districts
 may not be more than 50% paved which will continue to limit that amount of impervious and paved
 surfaces irrespective of the allowable width of a curb cut; and

WHEREAS, at a public meeting on October 27, 2022, the Planning and Zoning Board discussed driveway curb cuts in single family neighborhoods and voted to recommend that the Town Commission consider this amendment; and

21	WHEREAS, at a Special Meeting held on December 13, 2022, the Town Commission
22	considered the Planning and Zoning Board's recommendation and voted to direct the Town Planner
23	and Town Attorney to prepare an ordinance to amend the Code to expand the maximum width of a
24	driveway curb cut to 24 feet; and
25	WHEREAS, the Town Commission considered this ordinance on first reading at a duly
26	noticed public hearing held on January 10, 2023, and approved it on first reading, where the
27	Commission voted to revise the proposed ordinance to (a) increase the maximum width of curb cuts
28	for lots with a lot width of 100 feet or greater with two curb cuts, and (b) add a footnote clarifying
29	the design requirements for the driveway connection to the street to address stormwater drainage
30	and flow; and
31	WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held
32	its hearing on the proposed ordinance with amendments directed by the Commission at first reading
33	amendment on January 26, 2023 with due public notice and input and recommended approval of
34	the ordinance by a vote of 5/0; and
35	WHEREAS, the Town Commission has conducted a second duly noticed public hearing on
36	these regulations as required by law on February 14, 2023 and further finds the proposed changes
37	to the Code are necessary and in the best interest of the community.
38 39 40 41 42 43	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ¹ : <u>Section 1.</u> <u>Recitals</u> . The above Recitals are true and correct and are incorporated herein by this reference:
44 45 46	<u>Section 2.</u> <u>Town Code Amended</u> . Section 90-61. – "Paving in front and rear yards in H30 and H40 districts.", of the Surfside Town Code of Ordinances is hereby amended as follows ¹ :
47	Sec. 90-61 Paving in front and rear yards in H30 and H40 districts.
48 49 50 51	Front setbacks in the H30A, H30B, H30C or H40 districts shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater. Pavers and pervious hard materials, including pervious concrete, shall not be utilized for the calculation of pervious area.

¹ Coding: Strikethrough words are deletions to the existing words. <u>Underlined words</u> are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and <u>double underline</u>.

52 ***

90.61.1 Curb cuts for properties located in the H30A district, H30B district, and H30C district west of Harding Avenue.

55 ***

(c) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the following table.

	Maximum Driveway Connections (Curb Cuts) Allowed and Location ¹		
Front lot line width is	1. One curb cut, not more than 18 feet <u>24 feet</u> in width; or		
less 100 feet	2. Two curb cuts, each curb cut shall not be more than 12 feet in		
	width, and there shall be at least 12 feet between curb cuts		
Front Lot Line Width is	1. One curb cut, not more than 24 feet in width; or		
100 feet or greater	2. Two curb cuts, each curb cut shall not be more than $\frac{18 24}{18}$ feet in		
	width, and there shall be at least 12 feet between curb cuts; or		
	3. Three curb cuts, each curb cut shall not be more than 12 feet in		
	width, and there shall be at least 12 feet between curb cuts.		

- ¹The driveway connection to the street shall be constructed in substantial compliance with
 FDOT standard detail sheet for Type F or Drop Curb (also known as Valley Gutter), as applicable.
- 60 <u>Section 3.</u> <u>Severability</u>. If any section, sentence, clause or phrase of this Ordinance is 61 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall 62 in no way affect the validity of the remaining portions of this Ordinance.

63 <u>Section 4.</u> <u>Inclusion in the Code</u>. It is the intention of the Town Commission, and it is 64 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of 65 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to 66 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other 67 appropriate word.

69 <u>Section 5.</u> <u>Conflicts</u>. Any and all ordinances and resolutions or parts of ordinances or 70 resolutions in conflict herewith are hereby repealed.

72 <u>Section 6.</u> <u>Effective Date.</u> This ordinance shall become effective upon adoption on second
 73 reading.

- PASSED on first reading this ____ day of ____, 2023.
- 77 **PASSED** and **ADOPTED** on second reading this _____day of _____, 2023.
- 78 79

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First Reading:	
Motion by:	
Second by:	
Second and Final Reading:	
Motion by:	
Second by:	
FINAL VOTE ON ADOPTION	
Commissioner Fred Landsman	
Commissioner Marianne Meischeid	
Commissioner Nelly Velazquez	
• •	
Mayor Shlomo Danzinger	
, , , , , , , , , , , , , , , , , , , ,	
	Shlomo Danzinger, Mayor
ATTEST:	
Sandra N. McCready, MMC	
Town Clerk	
APPROVED AS TO FORM AND LEGAL	
AND BENEFIT OF THE TOWN OF SUR	FSIDE ONLY:
Weiss Serota Helfman Cole & Bierman, P.L.	
Town Attorney	



MEMORANDUM

ITEM NO. 4B1.

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

From: Hector Gomez, Acting Town Manager

Date: February 14, 2023

Subject: Ordinance Amending Seawall Height

Based on the reporting conducted by Nova Consulting, Town Staff recommends that: 1) A minimum top of seawall elevation of 2.90 feet NGVD29 (6.5 feet NAVD88). A new seawall built to this height should also be structurally rated to support an additional foot of height in the future (7.5 ft NAVD88) to provide an additional level of protection and extend the life of the seawall; and

2) A maximum top of seawall elevation of 10 feet NGVD29 (13.6 feet NAVD88), not exceeding the Base Flood Elevation.

These requirements would be triggered when a property owner submits a permit application for a seawall improvement, a new home or when improvements to the home exceed 50% of the existing value of the home.

Seawalls are built to protect areas of human habitation along the coast against tides, waves and sea level rise. Although the publicly owner seawalls were improved recently, the majority of seawalls in Surfside are privately owned. Sections 90-60.2(2)c and 90-63.4 of the Zoning Code require a seawall height of "five feet above mean low water". (See Attachment A) At present, NOAA defines mean low water as .13 NAVD88. This means that the current minimum height for seawall is 5.13 NAVD88.

Nova Consulting reviewed local municipal ordinances and design guidelines for the regulation of seawall heights for new seawall construction and repair of existing seawalls. Municipalities included the City of Fort Lauderdale, Broward County, the City of Miami, the City of Miami Beach, Miami-Dade County, and the City of Delray Beach. Please see Attachment B for the full report and comparison table on page 5.

Attachment A: Zoning Code Sections on Seawall Heights.docx

Attachment B: Regional Seawall Height Comparison Report by Nova Consulting

Ordinance - Height of Sea Wall.DOCX

Exhibit A - Zoning Code Sections

Section 90-60.2(2)c

No permit shall be issued for the construction of a bulkhead, seawall or other shore protection work, unless the plans and specifications of the bulkhead, seawall or other shore protection work show that the bulkhead, seawall or other shore protection work is so located as not to extend outward beyond the Indian Creek bulkhead line as heretofore established, and shall show that the bulkhead, seawall or other shore protection work will be constructed of pre-cast concrete slab or reinforced concrete and shall have an elevation of not less than plus five feet above mean low water, U.S. Engineering Department Biscayne Bay Datum, and shall be of sufficient depth below mean low water to ensure the retention of all fill or soil on the landward side thereof, and of sufficient weight and strength to withstand hurricanes, windstorms and high tide waters and waves incident thereto.

Section 90-63.4

The elevation of the top of all seawalls fronting on the waters of Biscayne Bay, Indian Creek and Point Lake shall be plus five feet above mean low water.

SEAWALL HEIGHT CRITERIA Town of Surfside, Florida

Prepared for

Town of Surfside 9293 Harding Avenue Surfside, FL 33154

Prepared by



Nova Consulting 10486 N.W. 31st Terrace Miami, Florida 3317

January 20, 2023

Nova Project No. 325-01-07

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1	INTRODUCTION	.1
2	CURRENT SEA LEVE RISE PROJECTIONS	.1
3	LOCAL MUNICIPAL SEAWALL ORDINANCES	. 3
4	RECOMMENDATIONS	. 6
5	REFERENCES	. 8

FIGURES

Figure 2-1	Unified Sea Level Rise Projection
Figure 2-2	Interagency Sea Level Rise Projections for Virginia Key, Florida

TABLES

 Table 3-1
 Minimum Top of Seawall Elevations of Local Municipalities



1 INTRODUCTION

The Town of Surfside (the Town) has identified the need to develop a Town Ordinance setting a minimum, and potential maximum, seawall height for new construction and repairs of seawalls. Sections 90-60.2(2)c and 90-63.4 of the Town's Zoning Code currently require a seawall height of "five feet above mean low water". With a mean low water for the coastal area of Surfside defined by the National Oceanic and Atmospheric Administration (NOAA) as 0.13 ft NAVD88, the current minimum height for a seawall with the Town is 5.13 ft NAVD88 (1.53 ft NGVD29). Other local municipalities in south Florida require minimum seawall heights ranging between 5.7 ft NAVD88 (2.1 ft NGVD29) and 6.0 ft NAVD88 (2.4 ft NGVD29). In addition, new seawall permits have recently been approved in the Town for 10.86 ft, 11.10 ft, and 13.50 ft NAVD88 (7.26 ft, 7.50 ft, and 9.90 ft NGVD29).

The objective of this desktop review of seawall height ordinances elsewhere in the region is to assist the Town in developing allowable minimum and maximum seawall heights to be implemented within the Town.

2 CURRENT SEA LEVE RISE PROJECTIONS

Nova reviewed readily available data on sea level rise and projections as they relate to South Florida. Sources reviewed included the Southeast Florida Regional Climate Change Compact (the Work Group), the Intergovernmental Panel on Climate Change (IPCC), and NOAA. Data review focused on the 50-year planning horizon for the design life of a typical seawall.

The Work Group's 2019 Unified Sea Level Rise Projection for Southeast Florida reported that sea level is projected to rise 21 to 54 inches above 2000 mean sea level by 2070 (Southeast Florida Regional Climate Change Compact, 2020). The 50-year design life of a typical seawall classifies them as non-critical infrastructure, as critical projects include those projects which are not easily replaceable or removable, have a long design life (more than 50 years), and are interdependent with other infrastructure or services. The range recommended by the Work Group for non-critical infrastructure in service during or after 2070 utilizes the IPCC median curve (IPCC, 2014) as the lower range and the 2017 NOAA Intermediate-High Curve (Sweet et al., 2017) as the upper range, as shown in Figure 2-1. Taking this into account, the sea level rise projections applicable for seawalls is 21 to 40 inches.



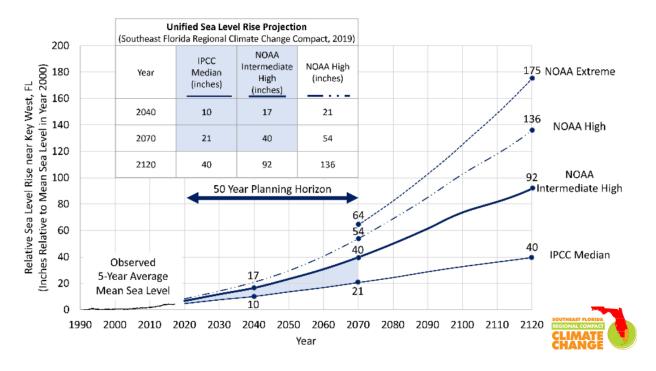


Figure 2-1 Unified Sea Level Rise Projection (Southeast Florida Regional Climate Change Compact, 2019)

The Work Group recommends the use of the NOAA High curve, the NOAA Intermediate High curve, and the median of the IPCC Fifth Assessment Report (AR5) RCP 8.5 scenario (IPCC, 2013) as the basis for a Southeast Florida sea level rise projection for the 2040, 2070 and 2120 planning horizons. Since the Work Group's 2019 report, IPCC has released an updated Sixth Assessment Report (AR6) and NOAA has released an updated 2022 Global and Regional Sea Level Rise Scenarios for the United States. An Interagency Sea Level Rise Scenario Tool has been developed which incorporates the updates from these most recent IPCC and NOAA reports. The predicted sea level rise scenarios for Virginia Key, FL, the closest gauge to the Town of Surfside, are shown in Figure 2-2. The interagency tool projects sea level to rise 13 inches (1.12 feet) to 39 inches (3.28 feet) by 2070, which is lower than the Work group's 2019 projection.



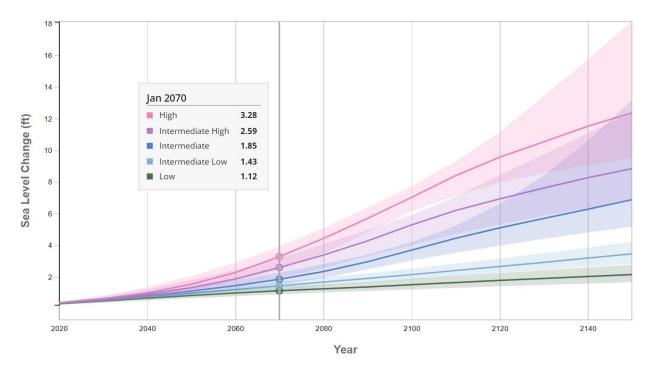


Figure 2-2 Interagency Sea Level Rise Projections for Virginia Key, Florida (NASA, 2023)

3 LOCAL MUNICIPAL SEAWALL ORDINANCES

Nova reviewed local municipal ordinances and design guidelines for the regulation of seawall heights for new seawall construction and repair of existing seawalls. Municipalities included the City of Fort Lauderdale, Broward County, the City of Miami, the City of Miami Beach, Miami-Dade County, and the City of Delray Beach.

In 2016, the City of Fort Lauderdale updated its seawall ordinance in response to flooding which occurred in 2015 during the seasonal King tides. The ordinance requires that the top surface of seawalls have a minimum elevation of 0.3 feet NGVD29 (3.9 feet NAVD88), and a maximum elevation of 1.4 feet NGVD29 (5.0 feet NAVD88) not exceeding the base flood elevation (BFE). The ordinance also encourages seawalls constructed lower than 5.0 feet NAVD88 to have the foundation designed to accommodate a future seawall height extension up to the minimum elevation of 5.0 feet NAVD88. Nancy Gassman, assistant public works director, explained that the maximum height is imposed to prevent stormwater runoff from flooding homes (Swanson, 2016).



In 2020, Broward County adopted Land Use Policy 2.21.7, the first countywide policy establishing tidal flood barrier infrastructure standards to mitigate high tide flooding associated with realized and additional sea level rise through the year 2070. The regional standard was informed by technical work undertaken with support from the U.S. Army Corps of Engineers (USACE) as part of the joint Broward County/USACE Flood Risk Management Study for Tidally Influenced Coastal Areas. The policy is based on the estimated rise of sea level to over two feet by 2070. The ordinance set a minimum elevation of 1.4 feet NGVD29 (5.0 feet NAVD88) for coastal infrastructure within tidally influenced areas. No maximum elevation was established.

In 2020, the City of Miami Commission adopted an ordinance requiring that the top elevation of new seawalls, bulkheads, living shorelines or other shoreline protection structures or elements fronting the Miami River or its tributaries must be constructed to a minimum elevation of 4.0 feet NAVD88, designed and constructed with the ability to be incrementally raised a minimum of two feet above their initial designed and constructed elevation to mitigate high tide flooding associated with realized and additional sea level rise through the year 2070. For all other tidally influenced areas or shoreline properties, seawalls must be constructed with a minimum top elevation of 6.0 feet NAVD88. No maximum elevation was established.

In 2021, the Miami Beach City Commission adopted an ordinance modeled after seawall ordinances adopted by Broward County and the City of Fort Lauderdale. Under the new ordinance, all new seawalls must be constructed to a minimum elevation of 5.7 feet NAVD88 or 4.0 feet NAVD88 if designed to support a future elevation of 5.7 feet NAVD88. This ordinance is based on the estimated increase in sea level of approximately 10 to 17 inches by 2040, 21 to 40 inches by 2070, and 40 to 92 inches by 2120. No maximum elevation was established.

Miami-Dade County currently has not adopted a seawall ordinance specifying minimum or maximum elevations.

In 2021, the City of Delray Beach also adopted a seawall height ordinance. The regulations require that the owners of new construction properties build seawalls with a minimum top elevation of 0.4 feet NGVD29 (4.2 feet NAVD88). If the seawall is built under 4.2 feet, it must be designed such that it can be raised to meet the regulation. Delray Beach also enforces a maximum allowable seawall height. For properties in a floodplain with a BFE greater than or equal to 1.4 feet NGVD29 (5.0 feet NAVD88), the maximum seawall elevation is equal to the BFE of the property. For properties within floodplains that have a BFE equal to 0.4 feet NGVD29 (4.0 feet NAVD88), the maximum seawall elevation is 1.4 feet NGVD (5.0 feet NAVD88). For property's not in a floodplain (in Zone X), the maximum seawall height is at grade as determined by the City Code.



The minimum elevations of seawalls specified by local municipalities is shown in Table 3-1.

Municipality	Minimum Top of Seawall Elevation (ft NGVD29)	Minimum Top of Seawall Elevation (ft NAVD88)	Maximum Top of Seawall Elevation (ft NGVD29)	Maximum Top of Seawall Elevation (ft NAVD88)
Town of Surfside	1.53	5.13	N/A	N/A
City of Fort Lauderdale	0.30	3.90	1.40 or BFE	5.00 or BFE
Broward County	1.40	5.00	N/A	N/A
City of Miami	2.40	6.00	N/A	N/A
City of Miami Beach	2.10	5.70	N/A	N/A
City of Delray Beach	0.60	4.20	1.40 or BFE	5.00 or BFE



4 **RECOMMENDATIONS**

The Town of Surfside contracted Nova Consulting, Inc. (Nova) to perform a desktop review of seawall heights to assist in developing allowable minimum and maximum top of seawall elevations to be implemented within the Town. Nova's review consisted of available current sea level rise projections and local municipal seawall ordinances and design guidelines.

Review of current sea level rise projections from the 2022 Interagency Sea Level Rise Scenario Tool revealed that sea level is projected to rise 13 to 39 inches by 2070 within southeast Florida. The City of Miami Beach utilizes the projections of 21 to 40 inches as recommended by the Work Groups 2019 report.

Sections 90-60.2(2)c and 90-63.4 of the current Town's Zoning Code require a seawall height of "five feet above mean low water". Mean low water is currently defined by NOAA as 0.13 feet NAVD88, meaning that the current minimum height for a seawall is 5.13 feet NAVD88 or 1.53 feet NGVD29. Using the Work Group's more conservative sea level projections of 21 to 40 inches as recommended for the 50-year planning horizon, the mean low water is expected to be 1.88 to 3.46 feet NAVD88 by 2070.

Considering the conservative boundary of this projection, exposure of the Town's barrier island setting, and accounting for recent extreme King Tide events of +3.0 feet (City of Delray Beach, 2018), 6.5 feet NAVD88 would be the recommended minimum height required to provide sufficient protection for the Town and extend the useful life of the seawalls through 2070. In areas surrounding the Town of Surfside, several municipalities have adopted similar ordinances with minimum top of seawall elevations ranging from 0.30 to 2.40 feet NGVD29 (3.90 to 6.00 feet NAVD88) consistent with the proposed recommended minimum seawall height.

In recent years, local municipalities have adopted two types of ordinances pertaining to seawalls: (1) Ordinance with minimum elevation requirements only, and (2) Ordinances with elevations and timeline requirements. The first option does not require repairs or replacement on a certain timeline, rather the private owner determines when to undergo the work. This option would be triggered when a private resident submits a permit application for a seawall improvement, or when improvements to the upland property exceed 50% of the existing value, or by a different trigger identified by the Town. The advantage of this method is that at some point in the future, there should be a higher level of protection from rising waters throughout the Town.

The second option the Town may elect is to adopt an ordinance with timeline requirements such as what has been implemented in the Cities of Fort Lauderdale and Delray Beach, which enforce code violations when a condition has been triggered. These



Seawall Height Criteria Town of Surfside

ordinances contain two provisions under which a property owner may receive a code violation: (1) failing to maintain a seawall in good repair and (2) requiring owners to prevent tidal waters entering their property from impacting other properties or the public right of way. In addition to this, seawalls that are newly permitted seawalls or undergoing significant repairs are required to meet the minimum elevation requirements. Requiring the prevention of tidal waters from impacting neighbors' property or the public right of way may encourage neighborhoods to improve seawalls without mandating a specific timeframe. This type of ordinance allows for steady systematic improvements to the seawall; however, a single storm surge event may result in widespread citations and subsequent challenges to the marine industry to assist homeowners in complying with the ordinance.

The ordinances adopted by the Cities of Fort Lauderdale and Delray Beach also include both minimum and maximum top of seawall elevation requirements. As stated previously, 2.90 feet NGVD29 (6.5 feet NAVD88) is recommended as a minimum elevation to maintain consistency with surrounding municipalities and provide adequate protection from King Tide events. Considering recent seawall permits approved within the Town for 10.86 to 13.50 ft NAVD88 (7.26 to 9.90 feet NGVD29), it may be necessary to implement a maximum height. Cities of Fort Lauderdale and Delray Beach enforce a maximum height of 1.4 feet NGVD29 not exceeding the BFE of the property to prevent flooding from stormwater runoff. Using the Town's BFE of 10 feet NGVD29 and projected 2070 sea level rise, a similar maximum height requirement could be implemented.

In conclusion, the recommended top of seawall elevations for the Town of Surfside are as follows:

- A minimum top of seawall elevation of 2.90 feet NGVD29 (6.5 feet NAVD88), with an option to have the structural foundation to raise the wall an additional foot (to 7.5 ft NAVD88) in the future to provide an additional level of protection and extend the life of the seawall; and
- 2) A maximum top of seawall elevation of 10 feet NGVD29 (13.6 feet NAVD88), not exceeding the Base Flood Elevation.

7



5 REFERENCES

Broward County, Florida, Code of Ordinances § 39.

City of Delray Beach, Florida, Code of Ordinances § 7.

City of Delray Beach, 2018. City of Delray Beach Intracoastal Waterway Water Level & Infrastructure Vulnerability Study.

City of Fort Lauderdale, Florida, ULDR § 47.

City of Miami, Florida, Code of Ordinances § 54.

City of Miami Beach, Florida, Municipal Code § 54.

IPCC, 2014. Climate Change 2014: Impacts, Adaptation, and Vulnerability. Part A: Global and Sectoral Aspects. Contribution of Working Group II to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Field, C.B., V.R. Barros, D.J. Dokken, K.J. Mach, M.D. Mastrandrea, T.E. Bilir, M. Chatterjee, K.L. Ebi, Y.O. Estrada, R.C. Genova, B. Girma, E.S. Kissel, A.N. Levy, S. MacCracken, P.R. Mastrandrea, and L.L. White (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA, 1132 pp.

J. Swanson, 2018. *Scientists Wary of Fort Lauderdale's Proposed Seawall Plan.* New Times.

NASA: Sea Level Rise and Coastal Flood Hazard Scenarios and Tools Interagency Task Force. Interagency Sea Level Rise Scenario Tool. Accessed January 12, 2023 via https://sealevel.nasa.gov/task-force-scenario-tool.

Southeast Florida Regional Climate Change Compact Sea Level Rise Work Group (Compact), 2020. Unified Sea Level Rise Projection, Southeast Florida.

Sweet, W.V., Kopp, R.E., Weaver, C.P., Obeysekera, J., Horton, R.M., Thieler, E.R., & Zervas, C., 2017. Global and Regional Sea Level Rise Scenarios for the United States. NOAA Technical report NOS CO-OPS 083, Silver Spring, Md., 75 p.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 90-60 "CONSTRUCTION NEXT TO SEA WALLS" AND 90-63 "MISCELLANEOUS ELEVATIONS FOR SEA WALLS, AND GROINS" OF CHAPTER 90, "ZONING," OF THE TOWN CODE TO MODIFY THE MINIMUM ELEVATION OF SEA WALLS AND ESTABLISH OTHER CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside (the "Town") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, sea walls are built to protect areas of human habitation along the coast against tides, waves and sea level rise; and

WHEREAS, Section 90-60.2(2)(c) of the Town Code provides for a minimum elevation for a sea wall or other shore protection work to plus five feet above mean low water; and

WHEREAS, Section 90-63.4 of the Town Code sets a maximum elevation for the top of a sea wall at plus five feet above mean low water; and

WHEREAS, together these two provisions provide for a uniform sea wall height of plus five feet above mean low water; and

WHEREAS, current sea level rise projections from the 2022 Interagency Sea Level Rise Scenario tool revealed that sea level is projected to rise 13 to 39 inches by 2070, and WHEREAS, a seawall built at present is predicted to have a life span of 40 to 50 years, and

WHEREAS, at its January 10th, 2023 Special Meeting, the Town Commission approved and directed Town staff to prepare an amendment to the Town Code to increase the minimum seawall elevation; and

WHEREAS, despite the benefits of increased sea wall elevation, excessive elevation of seawalls can cause flooding from stormwater runoff to adjacent properties, and

WHEREAS, the Town Commission finds that it is appropriate and beneficial to increase the minimum elevation of sea walls while at the same time limiting the maximum height, as well as establish other criteria for sea walls regarding elevation, design to account for future sea level rise and applicability; and

WHEREAS, at first reading of this Ordinance at the February 14, 2023 Town Commission meeting, held with due public notice and input, the Town Commission approved this Ordinance; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on _____, with due public notice and input, and recommended _____ of the Ordinance; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on _____ and further finds the proposed changes to the Code are necessary and in the best interest of the community.

WHEREAS, the Town Commission finds that amending Sections 90-60.2(2)(c) and 90-63.4 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. <u>Underlined</u> words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and <u>double underline</u>.

Section 1. <u>Recitals Adopted.</u> That the above-stated recitals are hereby adopted and confirmed.

<u>Section 2.</u> <u>Town Code Amended.</u> The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Sections 90-60.2(2)(c) and 90-63.4 of Chapter 90, "Zoning", as follows:

Chapter 90 – Zoning

Article V. – Design Standards

Sec. 90-60. - Construction adjacent to bulkhead lines.

90-60.2 Indian Creek bulkhead lines are established in Section 14-101 and the following regulations shall control construction adjacent thereto:

(2) General limitations.

c. No permit shall be issued for the construction of a bulkhead, seawall or other shore protection work, unless the plans and specifications of the bulkhead, seawall or other shore protection work show that the bulkhead, seawall or other shore protection work is so located as not to extend outward beyond the Indian Creek bulkhead line as heretofore established, and shall show that the bulkhead, seawall or other shore protection work will be constructed of pre-cast concrete slab or reinforced concrete and shall have an minimum elevation of not less than +6.5 NAVD88 plus five feet above mean low water, U.S. Engineering Department Biscayne Bay Datum, and shall be of sufficient depth below mean low water to ensure the retention of all fill or soil on the landward side thereof, and of sufficient weight and strength to withstand hurricanes, windstorms and high tide waters and waves incident thereto.

Sec. 90-63. - Miscellaneous elevations for seawalls, and groins.

Sec. 90-63.4. The elevation of the top of all seawalls fronting on the waters of Biscayne Bay, Indian Creek and Point Lake shall be <u>a minimum of +6.5 NAVD88</u> plus five feet above mean low water. and shall be in compliance with the following <u>criteria:</u>

- (a) <u>Maximum Elevation. The maximum elevation of a sea wall shall not</u> <u>exceed the Town's minimum Base Flood Elevation (BFE);</u>
- (b) Design to Account for Future Sea Level Rise. A sea wall shall be structurally designed and constructed to allow for the addition of at least two (2) feet of additional elevation to address projected increases in sea level rise; and
- (c) <u>Applicability. The provisions of this section shall apply to any sea wall</u> <u>newly constructed and/or the construction of a new home or an existing</u> <u>home with renovations of more than 50% of its fair market value.</u>

<u>Section 3.</u> <u>Severability</u>. 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.

<u>Section 4.</u> <u>Codification</u>. 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.

<u>Section 5.</u> <u>Conflicts</u>. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

<u>Section 6.</u> <u>Effective Date.</u> This ordinance shall become effective upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2023.

PASSED and ADOPTED on second reading this _____ day of _____, 2023.

First Reading:

Motion by: _____

Second by:_____

Second and Final Reading:

Motion by: _____

Second by:_____

FINAL VOTE ON ADOPTION

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra 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: Hector Gomez, Acting Town Manager

Date: February 14, 2023

Subject: Verge Aero Proposal for July 4, 2023 Drone Show Event

Town Administration is seeking Town Commission approval to enter into a one-year agreement with Verge Aero for a 4th of July drone show for an expenditure total of \$50,000.00

Staff was requested to research and procure a drone show for our 4th of July celebration. Staffed obtained three proposals from the following vendors:

- Sky Element charges \$450 a drone
 - 125 drones = \$56,250
- <u>Pixis</u> charges \$600 a drone

 125 drones = \$75,000
- <u>Verge Aero</u> charges \$400 a drone
 - 125 drones = \$50,000

After reviewing each proposal carefully, staff recommends the selection of Verge Aero (See attachment A) due to their experience, credibility and pricing. They will provide a 125 drone, 8–10-minute custom light show. Verge Aero has also worked in conjunction with Zambelli (Our firework vendor) in prior shows. Verge Aero was founded in late 2016. The company has grown to become the leading technology provider for professional drone shows. Verge Aero has been featured on events ranging from President-Elect Biden victory celebration to the Electric Daisy Carnival and now American Got Talent. They have also worked with multiple municipalities. Staff is confident that Verge Aero will provide a high-level drone show in conjunction with our firework show that our residents will thoroughly enjoy.

Resolution Approving Drone Show for Fourth of July Event

Exhibit A - Verge Aero Drone Quote.pdf

Exhibit B - Agreement with Verge Aero - 4th of July

RESOLUTION NO. 2023-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH VERGE INC. FOR FOURTH OF JULY DRONE LIGHT SHOW SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(C) AND 3-13(17)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2023, the Town of Surfside ("Town") will host a Fourth of July event at the Town Community Center (the "Fourth of July Event"); and

WHEREAS, the Town desires to enhance the Fourth of July Event with a drone light show; and

WHEREAS, the Town sought out quotes for drone light show services (the "Services") and received three (3) quotes, including one from Verge Inc. ("Verge Aero"), attached hereto as Exhibit "A," in the amount of \$50,000; and

WHEREAS, due to Verge Aero's experience, credibility and pricing, Town staff recommends that the Town Commission approve and authorize the Town Manager to negotiate and enter into an agreement with Verge Aero for the Services, in substantially the form attached hereto as Exhibit "B" (the "Agreement"); and

WHEREAS, pursuant to Section 3-13(7)(c) and (d) of the Town Code of Ordinances (the "Code"), artistic and entertainment services benefitting the citizens of Surfside and the general public at any Town sanctioned activity are exempt from the competitive procurement requirements of Chapter 3 of the Town Code; and

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WHEREAS, the Town Commission desires to approve and authorize the Town Manager to negotiate and enter into the Agreement, in substantially the form attached hereto as Exhibit "A," with Verge Aero in an amount not to exceed \$50,000 for the Services, and

WHEREAS, pursuant to Section 3-13(7)(c) and (d) of the Town Code, the Town Commission finds that the Services are exempt from the competitive procurement requirements of Chapter 3 of the Town Code as artistic and entertainment services; and

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

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

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

<u>Section 1.</u> <u>Approval and Authorization.</u> The Town Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit "B," with Verge Aero in an amount not to exceed \$50,000 for the Services. The Town Manager is hereby authorized to negotiate and enter into the Agreement with Verge Aero, in substantially the form attached hereto as Exhibit "B," subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

<u>Section 2.</u> <u>Exemption from Competitive Bidding.</u> The Town Commission finds that, pursuant to Section 3-13(7)(c) and (d) of the Town's Code, the Services are exempt from the competitive procurement requirements as artistic and entertainment

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services benefitting the citizens of the Town and the general public at the Fourth of July Event.

<u>Section 3.</u> <u>Implementation.</u> The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 2. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 14th day of February, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	
Commissioner Marianne Meischeid	
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	



Quotation

Customer:	Town of Surfside 4th of July 2023	Quote Number: Date: Quote Expires:	2166 20/01/2023 25/01/2023
Show Date:	Jul 4, 2023, 10:00 PM		
Location:	Town of Surfside Community Center 9301 Collins Ave Surfside, FL 33154		

Drone Show Description

Verge Aero will provide a 125 drone, 8-10 min custom light show for the Town of Surfside.

Cost Drones Creative Services Production (labor, travel, freight, ect) **Total**

\$ 50,000.00 Included Included \$50,000.00

Customer initials:



AGREEMENT

This Agreement ("Agreement") is for the supply of a Drone Show described on the Quotation page of this document. This Agreement is between the customer identified on the Quotation page ("Customer") and Verge Inc. ("Verge"), a Delaware, USA, corporation. Both parties acknowledge that this Agreement consists of the terms written on all pages of this document.

VERGE RESPONSIBILITIES

Verge agrees to:

- Design and safely operate a Drone Show on the Show Date at the location specified in Exhibit B ("Location").
- Create content for the Drone Show, subject to the capabilities of the equipment.
- Secure all authorizations required by the FAA for flights in the USA.

CUSTOMER RESPONSIBILITIES

Customer agrees to provide the items specified in Appendix A ("Responsible Items") and understands that the Responsible Items are essential for show operation. Failure to deliver any one may result in show cancellation.

TERMS OF PAYMENT

A 50% deposit is due upon accepting this quotation. The balance becomes due 30 days prior to the Show Date. In the event that the initial show date is less than 30 days in advance, payment in full is required at the time of acceptance. Payment should be sent directly to the following bank account:

Silicon Valley Bank 3003 Tasman Drive, Santa Clara, CA 95054 ABA routing number: 121140399 Account number: 3303661039 SWIFT: SVBKUS6S <u>Verge Inc</u> 1705 Robert S Light Blvd, Unit 101, Buda, Texas 78610

INSURANCE

Verge holds a \$5,000,000 aviation liability insurance policy issued by Global Aerospace, Inc.

FEES AND TAXES

Price quoted excludes taxes. Customer is responsible for paying all government fees, taxes, withholding taxes, duties, VAT, etc that arise from the Drone Show, importation and use of the equipment at the show location, or any other aspect of the Drone Show.

SHOW SAFETY, WEATHER, GPS, AND COMMUNICATION

The Pilot in Command (PIC) is the ultimate authority regarding flight safety. Verge will only operate a show under safe conditions. Shows cannot be operated in precipitation or winds in excess of 23 miles per hour. Occasionally, drone sensors detect abnormalities and for safety reasons the flight controller may instruct affected drones to land or not takeoff. It is possible that all drones may not participate in a show. Verge supplies spare drones in order to maximize the number of drones available for flight.

A stable electromagnetic environment is critical to successful Drone Show operation. Show operations require a strong and clear GPS signal, a clear radio communication frequency (902-928MHz in North America), and no magnetic field anomalies. Without them, the Drone Show will be cancelled.

Customer initials:

Verge Inc. 3401 Grays Ferry Ave www.verge.aero Philadelphia, Pennsylvania +1.267.606.4470 19146



CANCELLATION

Any cancellation of Verge's services is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by Verge. A charge equal to 25% of the estimated total invoice will be in effect if cancellation is made more than 30 days prior to the Show Date. Cancellations made within 30 days of Show Date are not eligible for a refund of any kind, except for weather and pandemic cancellations. No refunds are made for cancellations due to PIC safety concerns, electromagnetic interference, or failure of Customer to deliver Responsible Items, under any circumstances.

PANDEMIC CANCELLATION

Should government imposed pandemic restrictions result in cancellation of the Drone Show, Verge will work with Customer to reschedule the Drone Show to a mutually acceptable date. There will be no extra charge except for any additional direct expenses (travel, freight, etc) incurred by Verge due to the change in Show Date.

WEATHER CANCELLATION

Should adverse weather conditions result in cancellation of the Drone Show, Customer has the option to either 1) receive a 50% refund (excluding freight, travel, professional services incurred) or 2) reschedule the Drone Show to a mutually acceptable date. For rescheduling occurring prior to either equipment or personnel departing for the Drone Show, Customer pays for any additional direct expenses (travel, etc) incurred by Verge. Otherwise, Customer pays for additional direct expenses and a 20% rescheduling fee at least 30 days prior to the new Show Date. Rescheduled shows must occur within one year of original Show Date.

LIMITATION OF WARRANTY AND LIABILITY

Verge shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, fire, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond Verge's control, malfeasance or nonfeasance by Verge's employees, agents or contractors, and all other causes whatsoever. Further, Verge shall not be responsible for any direct or indirect damage or loss and any consequential losses of any type or description of the Customer. THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

CHOICE OF LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. In the event of litigation, the place of venue shall be in the City of Philadelphia in the State of Pennsylvania.

ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement

Accepted by Customer:

Signature

Company

Name

Date

On behalf of Verge Inc.:

Signature

-

ate

Verge Inc.

Title



Appendix A

Customer Responsibilities

- A secure, dedicated Take Off and Landing Zone (TOLZ) for the drones. All spectators and non-flight crew personnel must always remain a minimum of 100 feet away from any drone.
- A secure Flight Operations Area (FOA) which includes the area in which Drone Show occurs along with a surrounding Safety Zone. SZ dimensions are determined by the altitude at which the drones fly; the exact location and dimensions of the FOA and SZ are to be agreed in advance by Verge and Customer. Only flight crew personnel are allowed in the FOA and SZ during flight. Customer is responsible for establishing and maintaining a secure perimeter for the FOA and SZ.
- A site plan showing location of spectators and FOA options no later than 30 days prior to Show Date. •
- Final approval of show site layout and show time one week prior to the Drone Show. •
- Final approval of show content no later than 48 hours prior to the Drone Show.
- Full access to show site at least six hours prior to show time. •
- Local accommodation for Verge staff members. 3 room, 2 nights
- Authorization for use of any logos or images used in the Drone Show.
- Power at the TOLZ for operating radio and control equipment during flights. •
- A secure storage area for the drones when not in use.
- A secure, temperature-controlled room with power for charging batteries and 24 hour access for Verge personnel.
- Labor to assist with battery charging, unpacking, preparing, and packing drones. 1 person per 50 drones •
- If the TOLZ is on a grass surface, ensure that the grass is cut to a level so that the blades are no more than two inches off the ground.

Customer initials:



Appendix B

Location

Subject to final TOLZ from Verge Show Operations



Customer initials:

+1.267.606.4470 19146

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND VERGE INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the TOWN OF SURFSIDE, a Florida municipal corporation, (hereinafter the "Town"), and VERGE INC, a Delaware profit corporation (hereinafter, the "Contractor").

WHEREAS, the Town desires services related to the design and execution of a drone light show for Town's Fourth of July event on July 4, 2023 (the "Services"); and

WHEREAS, the Contractor will perform services on behalf of the Town, all as further set forth in the Proposal dated January 20, 2023, 2021, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- **1.1.** Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").
- **1.2.** Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

- **2.1.** The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8.
- **2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- **3.1.** Compensation for Services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A," in an amount not to exceed \$50,000.
- **3.2.** All Services performed shall be invoiced to the Town. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice). The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

- **4.1.** The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- **4.2.** Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- **5.1.** Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- **5.2.** Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

- **6.1.** The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- **6.2.** The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

- **8.1.** The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.
- **8.2.** In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- **8.3.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- **9.1.** Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
 - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- 9.1.2. 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 with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
- 9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- **9.3.** <u>Additional Insured</u>. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall

apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- **9.4.** <u>Deductibles</u>. 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.
- **9.5.** The provisions of this section shall survive termination of this Agreement.
- **10.**<u>Nondiscrimination</u>. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

- **11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.
- **11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

- **12.1.** Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- **12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- **12.3.** The provisions of this section shall survive termination of this Agreement.

- 13. <u>Notices/Authorized Representatives</u>. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
- 14. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

- **15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- **15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- **16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- **16.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of 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.
- **16.3.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- **16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- **16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- **16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- **16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> 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 AGREEEMENT, 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

- 17. <u>Nonassignability</u>. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- **18.** <u>Severability</u>. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected

thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

- **19.** <u>Independent Contractor</u>. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- **20.** <u>Compliance with Laws</u>. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. As of the Effective Date of this Agreement, Contractor shall register "Verge, Inc." to do business in Florida by registering with the Florida Department of State, Division of Corporations.
- 21. <u>Waiver</u>. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. <u>Survival of Provisions</u>. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- **23.** <u>Prohibition of Contingency Fees</u>. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. <u>Public Entity Crimes Affidavit</u>. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- **25.**<u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- **26.**<u>Conflicts.</u> In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

- **27.** <u>Boycotts.</u> The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. 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 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/fag/how-doi-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature page and E-Verify Affidavit follows.]

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: <u>https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify</u>

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:	

Witness #2	Print Name:	

Print Name:	
Title:	
Entity Name:	

ACKNOWLEDGMENT

State of Florida County of _____

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box 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

	Ву:	
By:Andrew Hyatt	Name:	
Town Manager		
	Title:	
Attest:		
	Entity:	
By:		
Sandra McCready, MMC Town Clerk		
Approved as to form and legal sufficiency:		
By: Weiss Serota Helfman Cole & Bierman, P.L.		
Weiss Serota Helfman Cole & Bierman, P.L. Town Attorney		
Addresses for Notice:	Addresses for Notice:	
Andrew Hyatt		
Town of Surfside		
Attn: Town Manager		
9293 Harding Avenue		
Surfside, FL 33154		(telephone)
305-861-4863 (telephone)		(fo opingila)
305-993-5097 (facsimile)		(am ail)
ahyatt@townofsurfsidefl.gov (email)		
	With a copy to:	
With a copy to:		
Weiss Serota Helfman Cole & Bierman, P.L.		
Attn: Lillian Arango, Esq.		
Town of Surfside Attorney		
2525 Ponce de Leon Boulevard, Suite 700		
Coral Gables, FL 33134		(facsimile)
larango@wsh-law.com (email)		(email)

EXHIBIT "A" SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated January 20, 2023, attached hereto and incorporated herein by reference.



MEMORANDUM

ITEM NO. 5B.

To:

From: Shlomo Danzinger, Mayor

Date: February 14, 2023

Subject: Resolution in Support of HB 269 (2023)

For the commission to pass a resolution in support of Florida HB 269 (2023)

Florida State Representatives Mike Caruso and Vicki Lopez have introduced a bill (HB 269; 2023) which is meant to address many of the recent attacks on religious institutions and to help combat the hateful acts which have been prevalent in the recent rise in antisemitism.

This bill would increase the severity of the punishment for hate crimes such as;

- Harassment of persons wearing religious based garments outside a place of worship
- Willfully defaces a place of worship, religious or ethnic institution, a religious gravestone or cemetery, or memorial /plaque /statue /museum tied to religious or ethnic heritage
- Distribution /littering of flyers or pamphlets with religious or ethnic animus
- Projecting an image with religious or ethnic animus onto a private or public building or property without written consent of the owner

While this bill is still in review and subject to modification, it is important, given Surfside's demographic and many places of worship, that we show our support for the bill as it is considered by the house and the senate.

HB269.pdf

Resolution Supporting HB 269

1 A bill to be entitled 2 An act relating to public nuisances; amending s. 3 403.413, F.S.; prohibiting the distribution of certain 4 materials that leads to littering; providing for 5 reclassification of certain offenses; providing 6 criminal penalties; requiring that certain violations 7 be reported as hate crimes; amending s. 784.048, F.S.; 8 prohibiting stalking of certain individuals; providing 9 criminal penalties; requiring that violations be reported as hate crimes; amending s. 806.13, F.S.; 10 11 prohibiting willful and malicious defacement, injury, 12 or damage to certain property; removing a minimum 13 damage requirement for a violation; providing 14 construction; prohibiting the projection of certain 15 images onto buildings or other property without 16 permission; providing criminal penalties; requiring 17 that certain violations be reported as hate crimes; 18 amending s. 871.01, F.S.; prohibiting interference 19 with certain assemblies; providing enhanced criminal penalties for persons who commit violations while 20 21 evidencing religious or ethnic animus; requiring that 22 certain violations be reported as hate crimes; 23 providing an effective date. 24 25 Be It Enacted by the Legislature of the State of Florida: Page 1 of 6

CODING: Words stricken are deletions; words underlined are additions.

2023

26	
27	Section 1. Paragraphs (a) of subsection (6) of section
28	403.413, Florida Statutes, is amended to read:
29	403.413 Florida Litter Law
30	(6) PENALTIES; ENFORCEMENT
31	(a)1. Except as provided in subparagraph 2., any person
32	who dumps litter in violation of subsection (4) in an amount not
33	exceeding 15 pounds in weight or 27 cubic feet in volume and not
34	for commercial purposes commits a noncriminal infraction,
35	punishable by a civil penalty of \$150, from which \$50 shall be
36	deposited into the Solid Waste Management Trust Fund to be used
37	for the solid waste management grant program pursuant to s.
38	403.7095.
50	
39	2.a Except as provided in sub-subparagraph b., a person
39	2.a Except as provided in sub-subparagraph b., a person
39 40	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether
39 40 41	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place,
39 40 41 42	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials
39 40 41 42 43	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials discarded by recipients, leads to littering, commits a
39 40 41 42 43 44	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials discarded by recipients, leads to littering, commits a misdemeanor of the first degree, punishable as provided in s.
39 40 41 42 43 44 45	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials discarded by recipients, leads to littering, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
39 40 41 42 43 44 45 46	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials discarded by recipients, leads to littering, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. b. If a violation of sub-subparagraph a. involves material
 39 40 41 42 43 44 45 46 47 	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials discarded by recipients, leads to littering, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. b. If a violation of sub-subparagraph a. involves material that evidences religious or ethnic animus, including content
 39 40 41 42 43 44 45 46 47 48 	2.a Except as provided in sub-subparagraph b., a person who distributes pamphlets, flyers, or other materials, whether for commercial or noncommercial purposes, in a public place, including outside a private residence, and such materials discarded by recipients, leads to littering, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. b. If a violation of sub-subparagraph a. involves material that evidences religious or ethnic animus, including content described in s. 806.13(2)(b), the offense is reclassified as a

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CODING: Words stricken are deletions; words underlined are additions.

hb0269-00

2023

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51	subparagraph shall be considered a hate crime for purposes of
52	the reporting requirements of s. 877.19.
53	
54	In addition, the court may require <u>a person who violates this</u>
55	subsection the violator to pick up litter or perform other labor
56	commensurate with the offense committed.
57	Section 2. Subsection (9) of section 784.048, Florida
58	Statutes, is renumbered as subsection (10), and a new subsection
59	(9) is added to that section, to read:
60	784.048 Stalking; definitions; penalties
61	(9) A person who willfully follows, harasses, or
62	interferes with another person's quiet enjoyment based on the
63	person's wearing of religious-based garments or garments
64	commonly associated with a particular religious or ethnic group
65	or any other indicia of any religious or ethnic heritage commits
66	the offense of aggravated stalking, a felony of the third
67	degree, punishable as provided in s. 775.082, s. 775.083, or s.
68	775.084. A violation of this subsection shall be considered a
69	hate crime for purposes of the reporting requirements of s.
70	<u>877.19.</u>
71	Section 3. Subsections (6) through (10) of section 806.13,
72	Florida Statutes, are renumbered as subsections (7) through
73	(11), respectively, subsection (2) and present subsection (9) of
74	that section are amended, and a new subsection (6) is added to
75	that section, to read:

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76	806.13 Criminal mischief; penalties; penalty for minor
77	(2) <u>(a)</u> Any person who willfully and maliciously defaces,
78	injures, or damages by any means <u>:</u>
79	1. Any church, synagogue, mosque, or other place of
80	worship, or any religious article contained therein $_{; au}$
81	2. Any religious cemetery or gravesite; any grave marker
82	with a religious symbol; or any memorial, plaque, statue, or
83	museum with any indicia of any religious or ethnic heritage,
84	including any Holocaust Memorial;
85	3. Any school or community center with any indicia of any
86	religious or ethnic heritage; or
87	4. Any willful and malicious defacement, injury, or damage
88	to public or private property that evidences religious or ethnic
89	animus,
90	
91	commits a felony of the third degree, punishable as provided in
92	s. 775.082, s. 775.083, or s. 775.084 , if the damage to the
93	property is greater than \$200.
94	(b) A violation of this subsection includes any physical
95	manifestations of anti-Semitism directed toward a Jewish or non-
96	Jewish individual or his or her property or toward Jewish
97	community institutions or religious facilities, Jewish
98	cemeteries, or Jewish gravesites. Such expression includes the
99	<u>use of a Nazi symbol such as a swastika.</u>
100	(c) A violation of this subsection shall be considered a
	Dago / of 6
	Page 4 of 6

CODING: Words stricken are deletions; words underlined are additions.

hb0269-00

2023

2023

101	hate crime for purposes of the reporting requirements of s.
102	877.19.
103	(6) A person who projects an image outdoors onto a
104	publicly or privately owned building or other property, without
105	written consent of the owner of the building or other property,
106	commits:
107	(a) Except as provided in paragraph (b), a misdemeanor of
108	the first degree, punishable as provided in s. 775.082 or s.
109	775.083.
110	(b) If the image projected evidences religious or ethnic
111	animus, including content described in paragraph (2)(b), a
112	felony of the third degree, punishable as provided in s.
113	775.082, s. 775.083, or s. 775.084. A violation of this
114	paragraph shall be considered a hate crime for purposes of the
115	reporting requirements of s. 877.19.
116	<u>(10)</u> A minor whose driver license or driving privilege
117	is revoked, suspended, or withheld under subsection <u>(9)</u> (8) may
118	elect to reduce the period of revocation, suspension, or
119	withholding by performing community service at the rate of 1 day
120	for each hour of community service performed. In addition, if
121	the court determines that due to a family hardship, the minor's
122	driver license or driving privilege is necessary for employment
123	or medical purposes of the minor or a member of the minor's
124	family, the court shall order the minor to perform community
125	service and reduce the period of revocation, suspension, or
	Page 5 of 6

CODING: Words stricken are deletions; words underlined are additions.

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126	withholding at the rate of 1 day for each hour of community
127	service performed. As used in this subsection, the term
128	"community service" means cleaning graffiti from public
129	property.
130	Section 4. Subsection (1) of section 871.01, Florida
131	Statutes, is amended to read:
132	871.01 Disturbing schools and religious and other
133	assemblies
134	(1) Whoever willfully interrupts or disturbs any school or
135	any assembly of people met for the worship of God, any assembly
136	of people for the purpose of acknowledging the death of an
137	individual, or for any other lawful purpose commits:
138	(a) Except as provided in paragraph (b), a misdemeanor of
139	the second degree, punishable as provided in s. 775.082 or s.
140	775.083.
141	(b) If a person who violates this subsection evidences
142	religious or ethnic animus, including content described in s.
143	806.13(2)(b), during the commission of the offense the offense
144	is reclassified as a felony of the third degree, punishable as
145	provided in s. 775.082, s. 775.083, or s. 775.084. A violation
146	of this paragraph shall be considered a hate crime for purposes
147	of the reporting requirements of s. 877.19.
148	Section 5. This act shall take effect October 1, 2023.

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CODING: Words stricken are deletions; words underlined are additions.

hb0269-00

RESOLUTION NO. 2023-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING HOUSE BILL 269 RELATING TO PUBLIC NUISANCES AND ENHANCED CRIMINAL PENALTIES FOR PERSONS WHO COMMIT CERTAIN VIOLATIONS WHILE EVIDENCING RELIGIOUS OR ETHNIC ANIMUS; URGING THE FLORIDA LEGISLATURE TO APPROVE HOUSE BILL 269; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida State Representatives Mike Caruso and Vicki Lopez have introduced House Bill 269 (the "Bill") which is meant to address many of the recent attacks on religious institutions and to help combat the hateful acts which have been prevalent in the recent rise in antisemitism; and

WHEREAS, the Bill, if enacted, would provide enhanced criminal penalties for persons who commit certain violations while evidencing religious or ethnic animus and designate certain acts as hate crimes including the distribution of materials that evidence religious or ethnic animus; the harassment of persons wearing religious-based garments commonly associated with a particular religious or ethnic group; and the willful and malicious defacement to a religious or ethnic cemetery or gravesite, memorial /plaque /statue /museum, and any school or community center; and

WHEREAS, while the Bill is still in review and subject to modification, the Town Commission desires to support the Bill given the Town's demographics and many places of worship; and

WHEREAS, the Town supports the Bill, and urges the Florida Legislature to approve the Bill, which enhances criminal penalties for persons who commit certain violations while evidencing religious or ethnic animus; and

1

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. Support. The Town Commission hereby supports Bill and urges the Florida legislature to approve the Bill.

<u>Section 3.</u> <u>Transmittal.</u> The Town Clerk is directed to transmit this Resolution to the Miami-Dade County State Legislative Delegation, Florida State House of Representatives Speaker Paul Renner, Florida State Senate President Kathleen C. Passidomo, and Florida Governor Ron DeSantis for their review.

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

PASSED AND ADOPTED on this 14th day of February, 2023.

Motion By: _	
Second By:	

FINAL VOTE ON ADOPTION:

Shlomo Danzinger, Mayor

Attest:

Sandra McCready, MMC Town Clerk

Approved as to Form and Legal Sufficiency:

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



TOWN MANAGER'S REPORT

FEBRUARY 14, 2023

TOWN DEPARTMENTS

1.

Building Department

A. New Large Commercial Building Permit set to issue: The building permit is ready for issuance of a Foundation-Only permit for Eden Surfside, LLC, pending final digital plans and payment of permit fees. This project is spanning the entire eastern side of the block between 93 and 94th Streets. It is a 3-story hotel with 199 rooms. Amenities will include a ballroom (8,709 sq. ft.), kitchen (3,585), and a restaurant of 921 sq. ft. on the ground level, gym, spas, and a roof deck with 3 separate pools to accommodate hotel guests. The construction value for the large Foundation-Only permit alone is \$6 million dollars.

B. Building Department Permit and Inspection numbers: As of January 23, 2023, the numbers are as follows: Building Permits issued: 101; Inspections performed: 181; Lien search: 25; TCOs issued: 5.

C. Limited Launch of Customer Self Service Portal: The Department has performed a limited launch of the CSS Portal for the following permits: Driveways, Fences and HVAC straight changeouts. The purpose of this limited launch is to test the system on small permit types before launching the portal for the larger permits. Fixes and adjustments are under way and additional permit types will be added on a month-to-month basis. For February 2023, the Town will add commercial flooring (residential) and window changeouts (no opening modification).

D. Grand Opening of New Building Department/Front Lobby: The Building Department recently completed the construction of the Front Lobby and Front Offices remodel. On January 23, 2023, Elected Officials and Town Administration hosted a Grand Opening to welcome residents, customers, and contractors to new completely redesigned and remodeled Front Lobby and offices. New tile floors, lighting, glass partitions, quartz countertops and customer service kiosks with permit technicians up front ready to serve the public and construction community are some of the benefits of the significant remodel which is the first in 25 years. A dedication ceremony was held with the Mayor, Town

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Manager, Town Commissioners, Building Official, Town staff and the public in attendance and participating.

Code Compliance Division

A. Code Compliance Cases: As of January 24, 2023, the total number of open cases being managed is 163. Of these cases, 57 are actively working towards compliance; 13 cases are on-hold; 4 cases are in the Special Master hearing queue; 24 cases are in post-hearing status; 18 code cases have been issued liens and remain unpaid; 46 code cases have service liens and remain unpaid. All properties with unpaid liens were sent reminder letters to contact us to reach a resolution. The Code Compliance staff has conducted an approximate of 116 inspections from December 21, 2022, to January 24, 2023.

B. The Division presented 10 cases to the Special Magistrate on Wednesday January 18, 2023.

C. Collected Civil Penalty Fines: Unresolved cases accumulate fines until the code violation is resolved. After the violation is corrected, the property owner is notified to remit the fine amount due, reach a settlement agreement with the Town, or request a Mitigation of Fines Hearing.

The following is a summary by fiscal year of the fine amounts collected by the Town:

• FY 23: As of January 24, 2023, 23 cases have paid/settle for a total monetary collection of \$ 16,324.00.

- FY 22: 98 cases paid/settle for a total monetary collection of \$95,201.54.
- FY 21: 86 cases paid/settled for a total collection of \$39,464.

D. The Code Compliance Division has assisted the Finance Department by conducting 44 Code lien searches from December 21, 2022 to January 24, 2023.

E. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services & Public Communications Department

A. Dedicated Project Landing Page – Tourism and Communications has created a landing page for the 96th Street Park construction updates and traffic alerts. The team will work with Public Works Department to post progress photos and updates.

B. Third Thursday Event Series Underway – The Tourist Board held a highly successful first Third Thursday event of the season, *Tropical Island Vibes*, on January 19,

2023. Hundreds of attendees enjoyed the food sampling by local Harding Avenue restaurants, steel drum band and even Junkanoo dance troop!

C. Utility Boxes – Tourism and Communications is working with a vendor to schedule the first utility boxes for wrapping by the end of the month.

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. Fraternal Order of Police (FOP) – The third collective bargaining meeting is scheduled for February 2, 2023.

B. EEOC Complaints – Awaiting on response from EEOC with regards to complaint filed by former employee, Malarie Dauginikas

C. Interviews – Interviews for Police Officer, Communications Operator, Parking Enforcement, Lifeguard, Maintenance Worker – Water and Sewer and Recreation Leader II were conducted.

D. Risk Management – Submitted claims, responded to adjuster questions, and coordinated appraisal regarding to damaged Town property.

E. Background/Offer/New Hire Orientation – Prepared offer of employment letters. Conducted/coordinated background investigations, pre-employment physicals, and psychological evaluations. Facilitated, the employment orientation for new hire (Maintenance Worker II – Water and Sewer, Lifeguard, and Recreation Leader II) and conducted level 2 background screening (AHCA) of Parks and Recreation new hires and program instructors.

F. Workers Comp – Assisted staff and FLC attorney regarding workers comp matter.

G. Safety and Wellness Initiatives – Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

H. 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

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- Grievance
- Interviews
- Exit interviews
- FMLA
- 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 December 31, 2022 - Attachment "A"

Parks and Recreation Department

A. Facilities/Hours of operation – Parks and Recreation continues to assist in the oversight of construction of 96th Street Park. P&R is overseeing the following facilities: The Community Center, 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. Pool hours are from 7:00 a.m. 6:30 p.m. for month of February.

B. Hawthorne Tot Lot update – Purchase orders provided to the vendor for the purchase of the equipment/materials and Equipment has been ordered by vendor. Staff is meeting on a bi-weekly basis with the contractors involved to ensure everyone is on the same page. All materials/equipment have been ordered and are expected to be delivered by March. Demolition will commence once all equipment is delivered. Late April is still the targeted completion date.

C. After Care Program Update – The Agreement has been reviewed by both the P&R Department and YMCA. At this time, it is reviewed by the Town Attorney. P&R is planning to have the YMCA on board to run Spring Camp from March 13 to March 17.

D. Programming – Winter session programming has started. Parks and Recreation is offering over 24 programs for youth, adults and seniors. Staff continues to look for ways to enhance programming and ensure the needs of the community are met.

Soccer was relocated to Normandy Park in Miami Beach due to the closing of 96th Street Park for construction. First Month of programing at Normandy has been successful. P&R brought back the seasonal Senior Brunch Bunches and the first 2 have been very successful. The next brunch will take place Friday, February 17, 2023.

E. Events – The annual Family Fun Day event took place on Sunday, January 15, 2023 at the 96th Street Park. Was a very successful with a record turnout of over 900. Ground Breaking Event for Hawthorne Tot Lot has been scheduled for Wednesday, February 15, 2023 at 4:30pm at Hawthorne Tot Lot.

F. 96th Street Park Update – Lunacon has commenced the mobilization process. Some of their activities included:

- Take formal possession of the site.
- Take survey vertical and horizontal controls that will serve for the construction operations.
- Begin the installation of fencing screen.
- Begin the installation of the silt fence required by the Storm Water Pollution Prevention Plan.
- Apply to the Town for the Building Permits.

During the upcoming days, the Contractor will:

- Mobilize the construction trailer to the site.
- Begin the root pruning process for existing trees.
- Begin the removal of all debris from the existing buildings.
- Begin the demolition process for the existing facilities.

G. Beach Chair Service – Town Commission approved to enter into contract negotiations with Beach Time Max for the beach furniture service during the November 15, 2022 Town Commission meeting. Town staff is ready to commence the service as soon as the vendor is ready. The Vendor Agreement has been signed and working with Vendor for a February start date.

Planning Department

Development Application Process (2012 - Present) - Attachment "B"

Police Department

A. Police Department Statistics (January 1 – January 22, 2023)

- o Traffic Citations 354
- o Parking Citations 403
- o Arrests 2
- o Dispatch Events 936

o Incident/Crime Reports - 43

B. Dolphins Cancer Challenge XIII (DCC XIII)

The Dolphins Cancer Challenge XIII (DCC XIII) bicycle ride will take place on February 25, 2023. This momentous event signifies the 13th year of commitment and support of funding innovative cancer research at Sylvester Comprehensive Cancer Center, a part of UHealth – the University of Miami Health System. Surfside police officers will assist with bicycle and traffic direction on Collins Avenue from 87th Terrace to 96th Street between 7:00 a.m. and 11:00 a.m. as thousands of bicyclists travel through the Town of Surfside to reach their final destination the Hard Rock Stadium.

C. Police Events/Community Outreach

- The Surfside Under the Stars event is February 11, 2023 from 6:00 p.m. 9:00 p.m. on 93rd Street between Collins and Harding Avenue. The Police Department will assist the Tourist Board with traffic control, street closures and pedestrian safety from 1:00 p.m. to 10:00 p.m.
- The Surfside Police Department will host two community blood drives on February 15 and February 26, 2023 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Town of Surfside's Third Thursday event will take place February 16, 2023 from 6:00 p.m. to 9:00 p.m. at 9500 Collins Avenue (200 block of 95th Street). Three police officers/or parking enforcement officers with assist with the street closures and pedestrian safety from 2:00 p.m. to 11:00 p.m.
- The monthly Coffee with the Cops February 23, 2023 at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 01/01/2023 - 01/31/2023

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Safety Concern)	1	1	0.2
Code Compliance (Violation)	2	1	0.5
Dog Stations (P & R)	0	0	
Drainage/Flooding (PW)	1	0	
Hawthorne Tot-Lot (P & R)	1	0	
Other	4	1	0.8
Police (Safety Concern)	1	1	0.2
Solid Waste (Residential) (PW)	0	0	
Street lights (PW)	0	0	
Beach Patrol	0	0	
Parking Issue	3	3	0.1

III. TOWN PROJECTS

Projects Detail Sheets - Attachment "C"

Respectfully submitted by:

-46

Hector Gomez, Acting Town Manager

Attachment "A"

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TOWN OF SURFSIDE, FLORIDA MONTHLY BUDGET TO ACTUAL SUMMARY FISCAL YEAR 2023 As of DECEMBER 31, 2022 25% OF YEAR EXPIRED (BENCHMARK)

Page

Agenda Item

02/14/2023			
GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001 REVENUE EXPENDITURES Net Change in Fund Balance Fund Balance-September 30, 2022 (Unaudited) Fund Balance-December 31, 2022 (Reserves)	\$ 12,223,549 11,182,717 1,040,832 15,743,982 \$ 16,784,814 B	\$21,141,012 \$21,141,012	58% 53%
TOURIST RESORT FUND - 102 REVENUE EXPENDITURES Net Change in Fund Balance Fund Balance-September 30, 2022 (Unaudited) Fund Balance-December 31, 2022 (Reserves)	\$ 1,243,239 1,505,683 \$ \$ (262,444) 6,744,503 C \$ 6,482,059 D	\$6,826,887 \$6,826,887	18% 22%
POLICE FORFEITURE FUND - 105 REVENUE EXPENDITURES Net Change in Fund Balance Fund Balance-September 30, 2022 (Unaudited) Fund Balance-December 31, 2022 (Reserves)	\$ - \$ 863 \$ (863) 172,082 \$ 171,219	\$48,400 \$48,400	0% 2%
TRANSPORTATION SURTAX FUND - 107 REVENUE EXPENDITURES Net Change in Fund Balance Fund Balance-September 30, 2022 (Unaudited) Fund Balance-December 31, 2022 (Reserves)	\$ 59,849 \$ 156,232 (96,383) 409,259 \$ 312,876	\$338,126 \$338,126	18% 46%
BUILDING FUND - 150 REVENUE EXPENDITURES Net Change in Fund Balance Fund Balance-September 30, 2022 (Unaudited) Fund Balance-December 31, 2022 (Reserves)	\$ 348,387 353,258 (4,871) 2,542,206 \$ 2,537,335	\$1,221,976 \$1,221,976	29% 29%
CAPITAL PROJECTS FUND - 301 REVENUE EXPENDITURES Net Change in Fund Balance Fund Balance-September 30, 2022 (Unaudited) Fund Balance-December 31, 2022 (Reserves)	\$ 5,737,095 968,221 4,768,874 10,559,053 \$ 15,327,927	\$15,640,983 \$15,640,983	37% 6%

NOTES:

1) Many revenues for December 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 The total unaudited balance of \$15,743,982 includes \$7,704,488 committed for operations & maintenance, hurricane/natural disaster, budget stabilization and capital. The balance of \$8,039,494 is unassigned fund balance (reserves).

- B Includes \$8,721,494 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$8,063,320 is unassigned fund balance (reserves).
- C The total unaudited balance of \$6,744,503 includes \$720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,024,218 is unassigned fund balance (reserves).
- D Includes \$849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,632,213 is unassigned fund balance (reserves).

		Page	2 of 3
PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401 REVENUE	\$ 1,065,714	\$5,019,616	21%
EXPENDITURES	1,264,530	\$5,019,616	25%
Change in Net Position Unrestricted Net Position-September 30, 2022 (Unaudited)	(198,816) (944,589)		
Unrestricted Net Position-December 31, 2022 (Reserves)	\$ (1,143,405)		
MUNICIPAL PARKING FUND - 402 REVENUE	\$ 433.284	\$1,616,544	27%
EXPENDITURES	539,296	\$1,616,544	33%
Change in Net Position Unrestricted Net Position-September 30, 2022 (Unaudited)	(106,012) 2,292,492		
Unrestricted Net Position-December 31, 2022 (Draudiled)	\$ 2,186,480		
SOLID WASTE FUND - 403 REVENUE EXPENDITURES Change in Net Position Unrestricted Net Position-September 30, 2022 (Unaudited) Unrestricted Net Position-December 31, 2022 (Reserves)	\$ 653,072 753,389 (100,317) (192,856) \$ (293,173)	\$1,910,784 \$1,910,784	34% 39%
STORMWATER FUND - 404			
REVENUE EXPENDITURES	\$ 239,584 264,888	\$4,831,242 \$4,831,242	5% 5%
Change in Net Position	(25,304)	ψ τ ,001,242	0.70
Unrestricted Net Position-September 30, 2022 (Unaudited) Unrestricted Net Position-December 31, 2022 (Reserves)	2,992,167 \$ 2,966,863		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 1,164,360	\$1,525,537	76%
EXPENDITURES	1,275,475	\$1,525,537	84%

Change in Net Position Unrestricted Net Position-September 30, 2022 (Unaudited) Unrestricted Net Position-December 31, 2022 (Reserves)

\$	1,164,360
_	1,275,475
	(111,115)
	1,349,421
\$	1,238,306

Juli Men

Andria Meiri, Budget Officer

A CAB

Hector Gomez, Acting Town Manager

Town of Surfside

Net Funds Historical Balances

Period 2019 - December 2022

FUND	9/30/2019	9/30/2020	9/30/2021	9/30/2022	12/31/2022	CAGR ^(a)
General	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 15,743,982	\$ 16,784,814	1.7%
Tourist Resort	1,640,525	2,109,658	4,264,457	6,744,503	6,482,059	60.2%
Police Forfeiture	105,725	168,289	221,034	172,082	171,219	17.6%
Transportation Surtax	328,377	442,856	569,453	409,259	312,876	7.6%
Building	2,563,517	1,991,388	1,904,548	2,542,206	2,537,335	-0.3%
Capital Projects	3,048,582	4,899,128	5,894,823	10,559,053	15,327,927	51.3%
Water & Sewer	(2,367,098)	(1,733,610)	(1,389,877)	(944,589)	(1,143,405)	-26.4%
Municipal Parking	1,198,948	1,293,993	1,657,883	2,292,492	2,186,480	24.1%
Solid Waste	641,636	219,615	(271,836)	(192,856)	(293,173)	-167.0%
Stormwater	3,200,132	3,205,050	3,581,622	2,992,167	2,966,863	-2.2%
Fleet Management	585,363	825,468	1,091,020	1,349,421	1,238,306	32.1%
Total	\$ 25,929,812	\$ 31,708,583	\$ 38,614,277	\$ 41,667,720	\$ 46,571,301	15.8%

(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.

(CCC))C. I via possibility and t

			Density	Density/Intensity	Variances	5	Bullding Permit	ermit	Contract
Application Date Location	Project Description	Zoning Process	Allowed	Approved	Requested	Received /	Received Application No.	Status	sater
Onginal submittal: 7/13/2012 Site plan amendment: 9011 Collins Avenue	Onginal submittal: 7/13/2012 Surf Club - restoration of the famous Site plan amendment: surf club historic structure and for the 94/16/16 construction of new improvements 9011 Collins Avenue	DRG - 7/31/2012, 9/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&2. 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 desure 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. Awaiting CO
7/20/2012 9450 Collins Ave	DRG - 2/11/2013 The Shul - New multituse glass atrium P&L - 12/28/2014 and adjoining learning center (3 stortes) TC - 10/28/2014 Site Plan Ext -	DRG - 2/11/2013, 3/2//2013, 7/9/2013 P652 - 2/22/2014) TC - 10/26/2014 Site Plan Ext -	3 story expar squa	3 story expansion of 8,558.9 square feet	None	None	14-509	Issued	Work is well underway as permitted in three phases. Phase, Its the new school which is currently substantially complete and operating with a TCO as Phase. I. Phase II is the multi-use glass artium. Phase III is the remodel of the old section of the building.
8/12/2015 12/23/20 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II. Redevelopment of property with a muth-family residential project and renovation of existing instors structure. Fadercinon of dwelling units and hotel rooms. Gevoions to expand underground parking and revisions to balcony design	 IBRG - 9/4/2015, 3/9/2017, 9/17/2017, 2/9/2021 IBRG - 9/4/2015, 3/9/2011, 9/17/2011, 2/9/2021 IC - PL22 - 12/7/2015, 4/13/21, 6//8/12, Schreduled IC - PL32 - Stite Plan Extension of approved by TC on 7/28 TC Meeting, Applicant requested extension of state plan due to Et Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021 	199 unds	Reduced to 31 condo units, 26 hotel rooms	None	None None	20-536	Permit Issued	Permit Issued (Construction of new 12 story condominium is fully underway: Currently pouring upper levels of structure.
Original submittal: 2/11/2016 Revised submittal: 2/11/2016 9380, 9372, 9368, 9348, 9340, 9322, 9316 & 9300 Collins Ave	6 9300 Collins Are - demolition of all existing improvements, construction of 3-story building	DR6 - Original submittai : 3/10/2016, 4/27/2016, ferided submittai: 6/27/2018, 8/28/18, 11/1/18 P&2 - Original approval: 7/18/2016, Revised approval: 11/29/18 TC - Original approval: 11/10/2016, Approved2/26/19 TR Plan EAC Request submitted to ender approval due to conergency declaration (Nurr. Dorian). Additional COVID and TS Elta exensions - Permit Due Date 12/4/24. New Request submitted to extend approval due to emergency declarations Hurricane tan and Subtropical Storm Nicole) - New Permit Due Date to 5/28/25	ZSO units	Request is for 205 units	None	None	21-1412BC	Foundation- Only Permit ready to issue.	Foundation Only permit application has been reviewed and approved for issuance (after extensive reviews to confirm compliance with the Stre Pain Approval). Fermit issuance awaits selection of a G.C. by Eden South LLC. MDC recepts for impact fees of 51.105, 679.39 [Pd. 37/21] and 206. Water and Sewer fees (Pd. 10/26/21) have been received. Foundation permit applied for.
5/4/2016 8955 Collins Ave	Resdential Condominiums	DRG - 6/20/2016, 7/27/2016 P&2 - 10/27/2016 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	193 Ocean - Demolition of 2 existing 3 190 buildings and construction of 12 190 condominum building with 27 dwelling units	DRG - 8/23/22 P8z - 8/25/22 TC - 11/29/22			None	None		Applied for on site management trailer	Applied for on-ORG agreed to send to Planning and Zoning Board. P&Z stie recommended approval to the Town Commission. management Approved at the 11/29/22 Town Commission Meeting trailer

Attachment "B"

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Application Date			Den	Density/Intensity	Variances		Building Permit	Permit	
Location	Project Description	Zoning Process	Allowed	Approved	Requested	Received	Application No.	Status	status
5/19/2017 4/1/22 8995 Collins Ave	Surf House - site plan approval for espansion to estiting multi-family building deened architecturally significant per Sec. 90-38(3) of the Town Code.	ORG - 6/19/2017, 8/24/2017, 9/28/2017, May 2022 P&2. 7/22/2015, 4/26/2015, 3/31/2015, approved on 10/27/19 TC - 12/20/19 TC - 12/20/19 Fin Amendment P & Z approval Nay 26, 2022 Fin Amendment Jun F & Z approval Nay 26, 2022 TC - Approved Stie Pin A. Amendment June 16, 2022	99 units	Resolution #19-2661 Resolution #19-2661 Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application dis net include any variances. Star Pian Amendmett. 2 Operating Reduction from 34 to 30 Units. Other interior, esterior and construction revisions.	None		Has not applied for permit yet. Applied for Temp. Const. Fencing	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 39 units and interior and exterior revisions on Nay 45, 2022. Town commission approved Site Plan Amendment on Line 16, 2022. Pool and pool deck may remain in historic location with repists as necessary due to the Architecturally Significant status of the site.
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, 03/73/2018, 11/12/2015, Metering Rolfin, 27/55/2018, 03/73/2018, 11/12/2018, Metering Rolfin, 27/55/2018, Denied Plan Recondided: 2018, 21/25/2019, R.2. Denied Plan Recondided: 2018, 21/25/2019, R.2. Denied Plan Recondided: 2018, 2018	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90.8.2. – Off street laading requirements (Loading Space 51e). 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 PR2 - 6/29/2019 FFC - 10/29/19 Ste Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None	0	Complete	Construction of ramp complete
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P REZ - 1/20/7020 TC - 2/1/1/2020 Ste Man Ert -			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 speadsheet.
11/18/2021 9165 Collins Avenue	Site Plan approval to develop an 11 story, 14 unit MF Bidg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisie.	Site Plan approval to develop an 11 story, 14 DRG - 1/14/22 -Via Zoom - Approved Proceeding to P & Z unit NF Bldg with 33 anking spaces in the P EAZ - 1/27/22 - Deferred to 2/24/22 & Mtg H120 Zoning District on the north side of the P EAZ - 1/24/22 - Recommended approval Seaway and south side of the Carlisie. IT - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None	None			DRG recommended on January 14, 2022 proceeding to P&2 on January 27, 2022. After discussion, P&2 decided to continue the frem to the February 24, 2022. P&2 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.B.Z. September 29, 2022 TC - Set for 11/29/22	180	Proposing 8 units	More. Prediminary review comments were prepared at the request of the Applicant. Actual Site Plan submission for September 29th P & Z.			Not yet applied for permit. Unity a of Title and ROW Dedication to be finalized	Site Plan Application received 4/27/22. Applicant requested prelimanary review prior to proceeding to form the site Plan Review. Zoom meeting with Applicant's development team and Town Staff was held on 7/722. Receiversion for 9/29/22 & 2 who PGG on 19/723.22 East proved site plans with addition of street trees. Met with Development team on 10/27/22.7 Town Commission approved at 11/29/22 TC meeting.
1/2016, 5/6/21 , 9/1/22 16 Harding Ave (AXA 303 Surfside BNd.)	0(1/2016, 5/6/21, 9/1/22 203 Surfiside - 4 Townhouses (2018) 9116 Harding Iver (AKA 303 203 Surfiside - 6 Townhouses (2021) and Surfiside Bivd)	6 DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD F&L - 6/27/2018, 5/27, 10/27/22 TC - 4/14/2018 Approval Expired Ste Plan Ext -	6 units Due to 15% reduction for aggregation	6 units	None	None	4	Site Plan Approved by P&2	Submitted plans on 9/1/22 and will be reviewed at the P&Z on 10/27/22 with a DBG held on 10/11/32. Contens with density at the tist pulled than 10/27/22 P&Z agenda. Density issues resolved 11/28/25, 6 units allowed. Approved at 11/15/27 P&Z. On TC agned for february 14th, 2023.
12/15/22 9100 Collins - Market Hall	Part of Surf Club complex - Office space for hotel staff, office/business center for hotel guests, market hall (cafe and market), underground parking and roof top tennis court	DRG-10/17/22 P&Z -12/15/22		No residential	None				Approved by P&2 at 12/15/22 meeting. On TC agneda for February 14th, 2023
8/29/22 200 96th Street	Surf Harbor, LLC. Proposed 3 story Office Building with at grade parking garage. Application for new construction of a 3-story office bldg. Including garafer at grade and roof deck (15,790 SF of office space)	DRG - TBD F&L - TED TC - TBD TC - TBD FMD de so Office is not an allowable use under the Comp PI-II. Project would meed ability to use the Parking Trust Fund			Will require Zoning Change				Application, plans and check submitted for 3 tony Office Building. Proposed plans require possible Land Uae Plan Amendment and resoning. Show mineed access to be Pawing to Test Fund to comply with parting requirements. Discussions underway to determine needed activities in order to process application. Lawyers discussed plans with Mayor. Commissionser and Town Staft. Aim to seek Zoning change.

Attachment "C"



Project Detail Sheet

Downtown Walkability Improvements



Current Project Phase

The project is in the design procurement phase. The Downtown Walkability Study was completed in September 2022.

Project Contact Information

Department	Planning
Director	Judith Frankel
Engineer of Record	Marlin Engineering, Inc.
Architect of Record	N/A
Funding	
Total Study Cost	\$50,000
Design and Implementation strategy cost*	\$120,000
* Approved by Resolution at	Dec 13th Town Commissi

* Approved by Resolution at Dec. 13th Town Commission meeting

Scope

The 2 blocks of Harding Avenue from 94th Street to 96th Street provide the entrance to the Town for those arriving from the north. It is also the commercial hub for residents and is visited by vehicles, pedestrians and bicyclists. The corridor carries through traffic traveling south along busy A1A. An evaluation of the feasibility of providing wider sidewalks in this section of Harding Avenue to support safety, provide a more walkable experience for shoppers and slow vehicle speeds has been conducted. Marlin Engineering presented findings to the Town Commission in September 2022. The second phase will be designing and procurement for the alternative chosen by the Commission.

Project Timeline	Phase Start	Phase End
Notice to Proceed	January 2022	January 1, 2022
Planning Study	January 2022	September 2022
Design Phase *	December 2022	July 2023
Permitting and Implementation*	May 2023	September 2023
Results review and planning*	July 2023	September 2023
*Estimates assume direction and funds are		

*Estimates assume direction and funds of provided early in FY 2023 Qtr. 1

Project Update

The Study included a literature review, data collection, existing conditions analysis, public outreach and 3 alternatives. Video cameras monitored pedestrian, bicyclists and vehicles in the downtown during peak season. Parking occupancy counts were collected for weekday and weekend conditions. Surveys collected from 162 public and 18 businesses. At the November, 2022 Town Commission meeting, Alternative 1 was chosen from three improvement alternatives that were presented. Alternative 1 installs aesthetically designed crosswalks and parklets along Harding Avenue. Funds for design and implementation strategy were approved by Resolution No. 2022-2956 at the December 13, 2022 Town Commission Meeting. The initial meeting with the Downtown Vision Advisory Committee (DVAC) was held on January 17, 2023. The Committee was supportive of the proposal. They also asked that refinishing the sidewalks be included in the plan.





Hawthorne Tot Lot Upgrades

Picture



Current Project Phase

Pre-construction phase

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted Budget Approval Date \$555,000 August 9, 2022

Commission Authorization to Expend Date

November 15, 2022

Scope

Town staff was tasked to complete multiple upgrades to the Hawthorne Tot Lot Park. Those upgrades include: New surfacing(poured in rubber), more shade structures, new playground equipment and outdoor exercise equipment with ADA accessibility. A site survey and arborist assessment was required to complete the upgrades. In order to be able to install root barriers around each tree inside the Park, extensive pruning will be required. Root Barriers will be installed 10 ft. around each tree. The root barriers will ensure the roots do not cause damage to the new poured in rubber surface. Surveillance will also be install around the Park.

Project Timeline Procurement Site Survey Arborist Assessment Construction (est.)

Phase Start August 2022 August 2022 September 2022 March 2023 Phase End November 2022 September 2022 September 2022 April 2023

Project Update

KCI completed the site survey on September 9, 2022. Brightview Landscaping completed the arborist assessment on September 29, 2022. Received all final proposals from Gametime (equipment, etc.), Brightview (landscaping), and Streamline (security cameras) to complete this project. The item was approved by Commission during the November 15th meeting. All Purchase orders have been sent to the contractors. Bi-weekly meetings will be taking place with all contractors to ensure proper coordination. All materials/equipment have been ordered and are expected to be delivered by March. Demolition will commence once all equipment is delivered. Late April is still the targeted completion date.

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Baseline schedule for Hawthorne Tot Lot Upgrade

295

- Completed



96th Street Park

Picture



Current Project Phase

Construction contract review phase

Project Contact Information

Department Director	Public Works Hector Gomez
Architect of Record Project Management General Contractor	Savino Miller Design 300 Engineering Lunacon Construction
Funding	
Contract Amount (contracted)*	\$7,744,207
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	November 15, 2022

Scope

The Town has finalized the design of 96th Street Park and is currently finalizing the permits required to commence the construction phase. RFP 2022-05 was advertised with bids received and evaluated.

The project is a full park re-development with a 2-story multi-use structure, an artificial turf field, and play ground area. A kayak launch component has also been incorporated.

Project Timeline Procurement and Selection Permitting Construction (est.) Commissioning (est.) Phase Start August 2022 March 2022 January 2023 January 2024 Phase EndNovember 2022January 2023January 2024February 2024

Project Update

Notice to Proceed issued to Lunacon for January 17, 2023. Refer to the attached revised schedule.

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	Approval for Structural Metal Works		601	02-Mar-23	12 17-Feb-23	Client/AE Review and Approval for Structural Metal Works	PC-758-BL11840
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	and Approval for Potable Water Works		155	27-Feb-23	12 14-Feb-23	Client/AE Review and Approval for Potable Water Works	PC-758-BL11750
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	w and Approval for Shrubs and Grass Cover		218	11-Mar-23	12 27Feb-23	Client/AE Review and Approval for Shrubs and Grass Cover	PC-758-BL11670
	and Approval for Palm Trees		291	11-Mar-23	12 27-Feb-23	Cleriter Review and Approval for Paint Tees	PC-758-BL11660
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	Approval for Tree Disposition and Relocation		891	27-Feb-23	12 14-Feb-23	Clerutes Review and Approval for Tree Disposition and Relocation	PC-758-BL11640
	Approval for Compact Fill and Grading Works		113	27-Feb-23	12 14-Feb-23	Client/AE Review and Approval for Compact Fill and Grading Works	PC-758-BL11630
	d Development and Playground		534	11-Mar-23	23 14Feb-23	Playaronya	bne tnomqolovod bne
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		phiwerb qqriz imduz 📰	161	18-Feb-23	15 06-Feb-23	Submit Shop drawings for Ramp	PC-758-BL011570
	s for Kayak Launching Platform		172	18-Feb-23	15 06-Feb-23	Cubmit Shop drawings for Kayak Launching Platform	PC-758-BL011560
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		agniment gons imous 🔤	121	13-Feb-23	12 31-Jan-23	Submit Shop drawings for Electrical Works	075158-BL011540
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	p drawings for Elevator		105	22-Mar-23	12 09-Mar-23	Submit Shop drawings for Elevator	00911018-892-Oc
	drawings for Toilet Accessories		193	17-Mar-23	12 04-Mar-23	Submit Shop drawings for Tollet Accessories	06711018-892-De
	sage for Signages		261	17-Mar-23	12 04-Mar-23	Submit Shop drawings for Signages	C-758-BL011480
	drawings for Exterior Painting		125	17-Mar-23	12 04-Mar-23	Submit Shop drawings for Exterior Painting	02411018-867-0
	drawings for Interior Painting	the second se	128	17-Mar-23	12 04-Mar-23	Submit Shop drawings for Interior Painting	0971018-852-0
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		an Feb Mar Apr Brite Shop dawings	173	16-Feb-23	15 03-Feb-23	Submit Shop drawings for Ceiling Works	C-758-BL011430
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	qms for Isvory and Approval for Ramp		161	04-Mar-23	15 50-Eeb-23		Client/AE Review and Approval for Ramp	0112178-892-
	more Review and Approval for Kayak Launching Platform		172	04-Mar-23	15 50-E 6P-53	mothing Platform	Client/AE Review and Approval for Kayak Lau	128-86-12100
	Mar-23, Kayak Launch Docking Station		516	04-Mar-23	15 50-Lep-53		nobas pr	ak Launch Docki
	shoW multi of Flororgy bits weives BAVhe		851	60-Mar-23	15 54-Feb-23	show	malA eni i to tavora bus weives a Atneic	0602178-892-
	IVE Review and Approval for Bectincal Works		121	57-Feb-23	15 14-Feb-23		Client/AE Review and Approval for Electrical /	0802178-892-
	TAE Review and Approval for HVAC Works		141	27-Feb-23	15 14-Feb-23		Client/AE Review and Approval for HVAC Wo	0202178-852-
	We Review and Approval for Plumbing Works		181	27-Feb-23	15 14-Feb-23	Works	Client/AE Review and Approval for Plumbing	-758-BL12060
	WE Review and Approval for Fire Suppression Works		154	27-Feb-23	15 14-Feb-23	show noisean	Client/AE Review and Approval for Fire Suppr	-758-8112050
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	Client/AE Review and Approval for Toilet Accessories		163	31-Mar-23	12 18-Mar-23	sadoss	Client/AE Review and Approval for Toilet Acce	0202118-857-
	Client/AE Review and Approval for Signages		261	51-Mar-23	12 18-Mar-23		Client/AE Review and Approval for Signages	0202118-857-
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	Client/AE Review and Approval for Interior Painting		128	31-Mar-23	12 18-Mar-23		Client/AE Review and Approval for Interior Pa	0002178-892-
	show going they for her and they works	Cliet	160	02-Mar-23	12 17Feb-23		Client/AE Review and Approval for Wall Tilng	0661178-892-
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	Material Deliveries for Glass Railing		221	28-Apr-23	12 15-Apr-23	terial Deliveries for Glass Railing	PC-758-BL13010 Ma
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	Material Deliveries for Door Hardwares		212	28-Apr-23	12 15-Apr-23	stenal Deliveries for Door Hardwares	PC-758-BL12990 Ma
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	Selvenes for Cabinets and Countertops		539	30-Mar-23	12 17-Mar-23	sterial Deliveries for Cabinets and Countertops	
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	eliveries for Structural Metal Works		601	30-Mar-23	12 17-Mar-23	iterial Deliveries for Structural Metal Works	
	Stivenes for Maspiny & Veneer Works		539	30-Mar-23	12 17-Mar-23	iterial Deliveries for Masonry & Veneer Works	
	eliveries for Architectural Concrete		113	27-Mar-23	12 14-Mar-23	Itenal Delivenes for Architectural Concrete	
	stivenes for Concrete - Equipment Pads and Curbs		221	27-Mar-23	12 14-Mar-23	iterial Deliveries for Concrete - Equipment Pads and Curbs	
	eliveries; for Concrete - Staits		35	27-Mar-23	12 14-Mar-23	stenal Delivenes for Concrete - Stairs	
	sliveries for Concrete - Columns & Shear Walls		35	27-Mar-23	12 14-Mar-23	Iterial Deliveries for Concrete - Columns & Shear Walls	
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ud coustraction	ping Kalous 2 1-Jul-13 Para		146	21-7nF33	112 14-War-23		2-Storey Building Constru
	etro Fence & Gate		545	27-Mar-23	12 14-Mar-23	iterial Deliveries for Fence & Gate	
	In Deliveries for Basketball Court		521	52-1qA-80	12 27-Mar-23	iterial Deliveries for Basketball Court	
	Eivenes for Potable Water Works		155	27-Mar-23	12 14-Mar-23	stenal Deliveries for Potable Water Works	
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	Belivenes for Rubbenzed Surface		661	52-1qA-80	12 27-Mar-23	iterial Deliveries for Rubberized Surface	and the second
	Eliveres for Pavements and Curbs		261	5S-7qA-80	12 27-Mar-23	Iterial Deliveries for Pavements and Curbs	
	silvenes: for Imgation		516	27-Mar-23	12 14-Mar-23	neite Deliveries for Imgation	
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	al Deliveries for Shrubs and Grass Cover		218	ES-1qA-80	12 27-Mar-23	terial Deliveries for Shrubs and Grass Cover	
	al Deliveries for Palm Tre es		251	ES-1qA-80	12 27-Mar-23	tenal Delivenes for Palm Trees	
	seen Isnothbd tot serveres		291	5S-1qA-80	12 27-Mar-23	tenal Delivenes for Additional Trees	
	notecoleR bins not record of Tot revelopments		891	27-Mar-23	12 14-Mar-23	tenal Delivenes for Tree Disposition and Pelocation	
	elivenes for Compact Fill and Grading Works		113	27-Mar-23	12 14-Mar-23	tenal Delivenes for Compact Fill and Grading Works	
	23, Land Development and Playground	JqA-80 ₩₩₩	234	08-Apr-23	23 14-War-23	punouoxe	I'd breatnement and Plan
	Z1-JuF23, Deliveries		571	51-70153	112 14-Mar-23		Deliveries
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	of Materials and Purchase Order for Ramp	Procurement	161	18-Mar-23	12 06-Mar-23	ocurement of Materials and Purchase Order for Ramp	
mottela prin	of Materials and Purchase; Order for: Kayak Launch		172	18-Mar-23	12 06-Mar-23	curement of Materials and Purchase Order for Kayak Launching Platform	A REAL PROPERTY AND A REAL
	ayak Launch Docking Station	Mar-23, Ki	215	18-Mar-23	12 06-Mar-23	Uone	Kayak Launch Docking St
	W male and Purchase Order for Fire Alam W		851	23-Mar-23	12 10-Mar-23	whow make the Furchase Order for Fire Alam Works	a la sera de la
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	curement of Materials and Purchase Order for Elev		102	52-14A-61	12 06-Apr-23	curement of Materials and Purchase Order for Elevator	
	tement of Materials and Purchase Order for Toilet		163	52-14-41	52-14A-10 S1	curement of Materials and Purchase Order for Total Accessories	
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	nement of Materials and Purchase Order for Exten	1	125	52-1qA-41	52-104-10 S1	curement of Materials and Purchase Order for Exterior Painting	
	urement of Materials and Purchase Order for Interio		128	14-Apr-23	52-1qA-10 S1	curement of Materials and Purchase Order for Interior Painting	
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	of Materials and Purchase Order for Ceiling Works		113	16-Mar-23	12 03-Mar-23	curement of Materials and Purchase Order for Ceiling Works	
	of Materials and Purchase Order for Drywall Works		211	16-Mar-23	12 03-Mar-23	curement of Materials and Purchase Order for Drywall Works	PC-758-BL12500 Pr
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	Back Filling and Compaction		136	13-May-23	6 08-May-23	Back Filling and Compaction	PC-758-BL13380
	privej edia 🛙		136	06-May-23	3 04-May-23	Pipe Laying	PC-758-BL13370
	Concrete Box Installation	1 1	87	63-YeM-23	52-1qA-45 9	Concrete Box Installation	09C128-BF13360
	6uibbed	1	82	22-Apr-23	2 21-Apr-23	Bedding	oC-128-BF13320
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	Storm Drainage Pipe Laying	1	8/	55-1qA-11	52-1qA-80 E	Stom Drainage Pipe Laying	C-158-BL13310
	Beide Legis and and a more a		8/	52-1qA-70	2 06-Apr-23	Bedding	C-158-BL133300
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	Asphaltic Concrete, Curb, Sidewalk Restorat		113	60-May-23	11 27-Apr-23	Asphaltic Concrete, Curb, Sidewalk Restoration Works	082113-892-0
	E Limerock Base for Playground Surface		113	26-Apr-23	3 54-Apr-23	Limerock Base for Playground Surface	0224178-852-0
	Subgrade bedding for Playground Surface	1	113	22-Apr-23	4 19-Apr-23	Subgrade bedding for Playground Surface	0924178-852-0
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	entation and staking	1	18	23-Mar-23	12 10-Mar-23	Privers bre trove	05758-8L14730
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	Tree Relocation		0	30-Mar-23	22 06-Mar-23	Tree Relocation	C-758-BL13280
	Bool Pruning		0	10-Mar-23	12 22-Feb-23	Root Pruning	C-758-BL13270
	Tree Removal		0	27-Feb-23	17 08-Feb-23	Tree Removal	C-758-BL13260
	e Protection Installation	ອT 🚾	0	11-Feb-23	11 31-Jan-23	Tree Protection Installation	C-758-BL13250
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	Demolition of Existing Playground Equipments		11 +7	62-09-F22	51 14-E6P-53	Demolition of Existing Playground Equipments Demolition of Existing 2-Storay Building	C-758-BL13230
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	Parting Participation Works		LL	55-da=00	23 31-190-12 23		molition Works
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	Material Delivenes for Ramp Material Delivenes for Ramp		161	6S-19A-10	12 20-Mar-23	Material Delivenes for Kayak Launching Platform Material Delivenes for Ramp	0816118-867-
	Material Deliveries for Kavak Launching Platform		515	52-10A-10	12 20-Mar-23		Ak Launch Dockin
	Material Delivenes for Fire Alam Works		851	65-ngA-80	12 24-Mar-23	Material Deliveries for Fire Alam Works	0/10110-992-
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	zkroW DAVH rot zenevied teneteM	1	121	27-Mar-73	12 14-Mar-23	Material Deliveries for Floration Morks	0910118-892-
	Material Deliveres for Plumbing Works	1	181	52-JBM-72	12 14-Mar-23	Material Delivenes for Plumbing Works	0710178-892-
	Material Deliveries for Fire Suppression Works	1	151	27-Mar-23	12 14-Mar-23	Material Deliveries for Fire Suppression Works	0010118-892-
(meil bead liem)			201	21-7rF23	80 20-Apr-23	Material Deliveries for Elevator (Long Lead Item)	0210118-892-
	Material Deliveries for Tollet Accessories	• • •	261	28-Apr-23	12 15-Apr-23	Material Deliveries for Tollet Accessories	0110178-892-
	Material Deliveries for Signages	1 1 1	261	28-Apr-23	15 15-Apr-23	Material Delivenes for Signages	0016178-892-
	Material Deliveries for Exterior Painting		152	28-Apr-23	12 15-Apr-23	Material Delivenes for Exterior Painting	0602178-892-
	Material Deliveries for Interior Painting		158	28-Apr-23	12 15-Apr-23	Material Delivenes for Interior Painting	0806178-892-
	Material Delivenes for Wall Tiling Works		091	30-Mar-23	12 17-Mar-23	Material Delivenes for Wall Tiling Works	0206118-852
	Material Deliveries for Floor Finishes		891	30-Mar-23	12 17-Mar-23	Material Delivenes for Floor Finishes	0906178-852
	Material Delivenes for Cetling Works		E71	30-Mar-23	12 17-Mar-23	Material Delivenes for Ceiling Works	0206118-827-
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evine to Watersupply and ELVs			911	04-Sep-23	3 01-26b-53	Line Connection to Watersupply and ELVs	0926178-892-0
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uoitelletsul spear			96	24-Aug-23	3 22-Aug-23	Sprinkler Heads Installation Sprinkler Heads Installation	05751 18-8874
and Pipe laying			96 96	52-puA-71 52-puA-12	2 2-204-31 2 25-204-31	tuotation Line Layout	02761 18-8254
			911	52-992-40	6S-puA-8t 7t	trove Levil poitedal	sylow notes
>23, Imgation Works	Metal Picket Fend		671	22-Jul-23	524nr-81 6	Metal Picket Fence and Gates Installation	012E178-892-0
			671	52-101-21	5 12-70F53	Lightning Detection Installation	C-758-BL13700
	zni nishuyo Ponintol I		671	12-70F23	52-10-21 L	Dunking Fountain Installation	0692178-892-0
	Water Mister Installatio		671	12-74-23	1 12-701-53	Water Mister Installation	C-158-BL13680
	station and short a		191	13-70-53	5 15-70-53	Sports Netting Installation	0292178-852-0
	I Basketball Coals and		671	14-701-23	3 15-70-53	Basketball Goals and Painting Works	C-158-BL13660
	Concrete Floding Insta		671	11-70423	e 02-701-53	Concrete Flooring Installation	C-758-BL13650
	Cound Leveling		671	04-JuF23	5 03-701-53	Gound Leveling	C-758-BL13640
all Court	S7-Jul-23, Basketb		671	27-Jul-23	22 03-70F23		sketball Court
	Concrete Ke		96	£S-guA-21	62-puA-70 8	Concrete Kerb Installation	C-758-BL 13630
Fiber Flooning at Exercise Equipments Installat			16	04-Sep-23	12 22-Aug-23	Wood Fiber Flooring at Exercise Equipments Installation	C-758-BL13620
Surface: Installation - Playground	əzuəqqny 🔲		16	21-Aug-23	7 14-Aug-23	Rubberzed Surface Installation - Playground	C-758-BL13610
Istion - Plaza and Kayak Path			16	5S-PuA-S1	5S-puA-70 8	Coquina Installation - Plaza and Kayak Path	C-758-BL13600
Aggregate - Park Path			16	£S-puA-20	e 31~10F53	Concrete w Shell Aggregate - Park Path	C-758-BL13590
	Ewabic State Sidewa		16	29-701-23	11 18-7nF33	Concrete Sidewalk - Vehicular Crossing	C-758-BL 13580
	Concrete Sidewalk - R		16	17-30-23	13 03-70-53	Concrete Sidewalk - ROW	02561 78-857-0
-23, Sidewalk and Rubberized Surfaces			16	04-Sep-23	65 03-70F23	section Specific Sectio	tewalk and Rubber
-23, Hardscaping Works	PS-70		911	04-Sep-23	22 03-70+53		decaping Works
telletani seges munimul bra energi installat			16	03-04-23 50-26b-23	52-dəS-12 11 52-dəS-11 6	Mulch and Jute Mesh Installations Root Barriers and Aluminium Edges Installation	0956178-852-
ulch and; Jute Mesh Installations			16	13-Sep-23	2 11-Sep-23	Sand Dures / Condgrass Installation	0728-86113540
a Dunes / Cordgrass Installation			16	62-q92-60	5 05-co2-tt 5	Grass and Shrubs Installation	06261 18-827
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03-Oct-23' Softscaping Works			16	03-04-53	22-unr-91 96		scaping Works
03-Oct-23, Landscaping and Imgation Work			16	03-04-53	55-un91 96	show nobe	giml bris gridsosb
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	Backfilling and Compaction		82	62-unr-\$1	6 08-Jun-23	Backfilling and Compaction	0876178-892-
	notelleten sentitions and fittings installation		82	62-nu-70	6 29-WBW-62	Valves and fittings Installation	0245178-852-
	Water Line Installation		82	27-May-23	4 24-MBY-23	Water Line Installation	0900178-892~
	Trenching		84	23-May-23	52-YEM-81 2	նանություն	0976178-892
	America 15-Jun-23, Potable Water Work		84	EZ-UNC-SI	52 18-WBA-53		able Water Works
	noitelleten) eeles (nstallation		981	52-nul-21	62-nul-70 8	Ligth Poles Installation	0098178-892-
	Foundation for Lighting Poles		581	65-nul-30	11 25-May-23	Foundation for Lighting Poles	077613440
	Backfilling and Compaction		127	24-May-23	6 18-May-23	Backfilling and Compaction	-758-8L13430
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	Conduit Installation		87	12-May-23	3 10-WBY-23	Conduit Installation	0145138-857-
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	Date Date: 30-Jan-23 PC-758-BL01-1 Date Date: 30-Jan-23	rЯ_əlu		ark Baselin roject Scho	A freet Street B Proposed F	ishuZ yemmu2 ho	Remaining Level of Effe Actual Level of Effe Actual Work Remaining Work
			54	01-140~53	e 5e-0q-53	Smoke detectors and Device controls Installation	PC-758-BL14200
Smoke detectors and Device controls in			54	52-04-53	8 12-04 33	noifelletent gründen	PC-758-BL14190
			7	16-04-23	a 02-04-33	Supports and Brackets Installation	PC-758-BL14180
Cupports and Brackets Installation			54	01-MON-23	53 0e-Oq-53		msk eif
Outlets, Lighting and other Devices Installa Outlets, Lighting and other Devices Installa			90	51-04-53	e 16-04-33	Outlets, Lighting and other Devices Installation	PC-758-BL14210
Cable Laying and Wre Pulling :			96	14-04-53	13 30-2eb-53	Cable Laying and Wire Pulling	PC-758-BL14170
Duct and Trays Installation			96	52-de2-62	14 14-Sep-23	Duct and Trays Installation	PC-758-BL14160
oots and Brackets Installation (Rough-ins)			0	13-Sep-23	15 28-Aug-23	Supports and Brackets Installation (Rough-ins)	PC-758-BL14150
			36	51-04-53	48 58-Vng-23		Electrical
Sprinkler head and Fire Extinguishers Insta			36	51-04-53	8 13-04-53	Sprinkler head and Fire Extinguishers Installation	PC-758-BL14140
			0	15-04-23	15 59-Sep-23	Pipe Installation	PC-758-BL14130
Supports and Brackets Installation			0	02-04-23	11 53-Sep-23	Supports and Brackets Installation	PC-758-BL14120
Site of Backets I and Suppression			96	51-04-53	SE 23-Sep-23		Lite Suppression
			91	S1-Nov-23	e 15-Nov-23	Final Fix Installation	PC-758-BL14110
			4	01-110-23	8 54-04-53	Pipe Installation	PC-758-BL14100
Supports and Brackets Installation (Rou			1	30-04-23	15 12-04-23	Supports and Brackets Installation (Rough-ins)	PC-758-BL14090
IsineS bris gridmuld CS-volv-1 \$			91	21-Mov-23	31 12-04-23		etines bue goldmulg
Thents and Devices Installation			ç	23-Nov-23	8 15-NOV-23	Vents and Devices Installation	PC-758-BL14080
Ducting Works Installation			8	29-Sep-23	12 16-Sep-23	Ducting Works Installation	PC-758-8L14070
ipports and Brackets Installation			0	22-Sep-23	13 08-Sep-23	Supports and Brackets Installation	PC-758-BL14060
SAMOV23, HVAC			9	23-MON-23	66 08-Sep-23		JANC
53-100-53 WEPF (Vorks			14	53-MON-23	76 28-Aug-23		IEPF Works
pring up a doing	not I		7	14-Sep-23	3 12-Sep-23	Touching up and Patching	050114050
nditaliation			7	11-Sep-23	11 30-Aug-23	Cypsumboard Installation	0C-158-BL14030
Partition Framing Installation			7	62-deS-10	52-puA-81 81	Dowall Partition Framing Installation	SC-758-BL14025
all Installation			0	04-Sep-23	15-Pud-21 81	CMU Wall Installation	0Z0114020
ep-23, Şubstrate			4	14-Sep-23	27 15-Aug-23		atensdu
15-Dec-23' Conud Level			10	15-Dec-23	154 51-701-53		level bruc
15 Dec-23, Interior Works			58	12-Dec-23	157 21-301-23		Hor Works
poung Removal for 2nd Level	VEIS •		0		0 08-2eb-23	Start Shoring Removal for 2nd Level	5825178-8525
H-In-place for Coumns at 2nd Level and Slab at Ro			0	52-QuA-41	2 12-Aug-23	Monolithic Cast-in-place for Coumns at 2nd Level and Slab at Roof	0829178-892-
Installation for Weight Bearing			0	52-puA-11	6 05-Aug-23	Structural Metal Installation for Weight Bearing	9229178-892-
(Pod) del2 bns meeB for no			0	52-puA-11	8 03-Aug-23	Rebar Installation for Beam and Slab (Root)	0223118-892-
tion for Beam and Slab (Roof)			0	52-£ug-23	8 52-70H53	Formworks Installation for Beam and Slab (Roof)	158-8615260
	ons brie griefoffend		0	24-Jul-23	3 51-7nH53	Scaffolding and Shoring for Root Slab	5866178-857-
for Columns, Stairs and Shearwalls (2nd Level to			0	20-Jul-23	7 13-Jul-23	Formworks Installation for Columns, Stairs and Shearwalls (2nd Level to Roof)	0866118-857-
(1005 of level brails (2nd Level to Root)			0	12-701-23	8 04-Jul-23	Rebar Installation for Columns, Stairs and Shearwalls (2nd Level to Roof)	0266118-852-
her preparatory works for Columns			0	03-701-23	4 58-7nu-53	Scattolding. Shoring and other preparatory works for Columns	5966118-857-
	Evomer prinoris here		53		0 12-70-53	Start Shoring Removal for Ground Level	2966118-867-
leved bns is delo bris brund is snm			0	20-Jun-23	2 19-Jun-23	Monolithic Cast-in-place for Courns at Ground and Slab at 2nd Level	0966118-857-
	Rebar Installation for Beam and		0	52-nut-71	7 10-Jun-23	Rebar Installation for Beam and Slab (2nd Level)	0966118-892-
	E mwwrks Installation for Beam a		0	60-Jun-23	8 01-Jun-23	Formworks Installation for Beam and Stab (2nd Level)	0762178-892-
	Scattolding and Shoring for 2nd Floor		0	S1-May-23	4 27-May-23	Scattolding and Shoring for 2nd Floor Stab	0000118-892-
irs and Shearwalls (GF to 2nd Level)	Formworks Installation for Columns, St		0	26-May-23	8 18-May-23	Formworks Installation for Columns, Stairs and Shearwalls (GF to 2nd Level)	0266118-892-
Shearwalls (GF to 2nd Level)	Rébar Installation for Columns, Stairs and		0	17-May-23	9 08-May-23	Rebar Installation for Columns, Stairs and Shearwalls (GF to 2nd Level)	0160178-892-
ottes for Columns	Scattolding, Shoring and other preparatory w		0	66-May-23	5 02-May-23	Scattolding, Shoring and other preparatory works for Columns	906C178-892-
>-23, Sthudure			0	08-Sep-23	111 05-WBY-23		Ictrive
	Waterprofing/Brumen Protection Application		L	28-Apr-23	2 27-Apr-23	Waterproofing/Bitumen Protection Application	0686118-897-
	Cast-in-place for Stab on Grade		0	22-Apr-23	1 22-Apr-23	Cast-in-place for Slab on Grade	0886118-857-
	Rebar Installation for Slab on Grade		0	21-Apr-23	7 14-Apr-23	Rebar Installation for Slab on Grade	0286118-867-
	E Fomworks Installation for Slab on Grade		0	13-Apr-23	65-1qA-70 8	Formworks Installation for Slab on Grade	0986118-897-
			0	06-Apr-23	6 31-Mar-23	Excavation and Pile Cap Installation	0586118-857-
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	yout and Staking:		5 11031 11	21-Mar-23	50 57-Feb-23	Layout and Staking	0186118-867-

	Data Date: 30-/an-23 PC-758-BL01-1 Page 8 of 10		ule_R1		ark Baselin Project Sche	9 side 96th Street F	ոջ	yammu2 🕶 🕶 ha	Remaining Level of Effo Actual Level of Effo Actual Work Remaining Work Critical Remaining /
Eipe, Installation		:	1	141	03-Vov-23	11 58-04-53		Pipe Installation	PC-758-BL14900
Supports and Brackets Installation				0	51-04-23	13 13-04-53		Supports and Brackets Installation	PC-758-BL14890
16-Nov-23, Fire Suppression				1	16-100-23	30 13-04-53		STATES AND DEPARTMENT OF A DEPARTMENT	uoissanqque sui
					01-Dec-23	6 25-Mov-23		Final Fix Installation	PC-758-BL14880
Pipe Installation				1	24-Nov-23	8 16-404-23		Pipe Installation	PC-758-BL14870
				1	15-404-23	12 02-101-23		Supports and Brackets Installation	PC-758-BL14860
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Vents and Devices Installation				0	59-110-53	8 21-104-23		Vents and Devices Installation	bC-158-8F14820
Ducting Works Installation			-	91	01-100-23	15 19-04-53		Ducting Works Installation	0787178-852-0d
Supports and Brackets Installation				5.	18-04-23	13 07-09-53		Supports and Brackets Installation	PC-758-BL14830
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A S9-Nov-23, MEN				,	01-Dec-23	60 23-Sep-23	The state of the s		EPF Works
Louching up and Patching Touching up and Patching				1	10-04-23	3 01-04-23		Touching up and Patching	C-758-BL 14820
Gypsumboard Installation				1	06-04-23	12 23-Sep-23		Gypsumboard Installation	008#178-852-0
				1	05-04-33	12 12-260-33		Drywall Partition Framing Installation	562#178-892-0
		:		0	29-26-23	16 12-Sep-23		CMU Wall Installation	062119-892-0
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10-Oct-23, Substrate	•			58	10-04-33	55-042-50 211	A DESCRIPTION OF THE OWNER OF THE		level
19 Dec-23, 2nd Level	Accession			52	21-404-23	6 15-VOV-23		Toilet Accessories Installation	PC-758-BL14440
Toilet Accessones Installation						2 01-10-23		Internal Signages Installation	PC-758-BL14430
Internal Signages Installation				38	05-1/04-23			Class Railing Installation	PC-758-BL 14420
Class Railing Installation				7	12-Dec-23	6 05-Dec-23		Wood Veneer Countertop Installation	PC-758-BL14410
Wood Veneer Countertop Installat				24	12-101-53	12 02-100-23		Sump Pit Cover and Frame Installation	PC-758-BL14400
I Sump PA Cover and Frame				7	01-Dec-23	7 24-100-23			
ab bns lleW neede muinimult				7	23-100-23	6 17-Vov-23		Auminimum Screen Wall and Gate	PC-758-BL14390
tallatari ling buand Guand Rail Installat				7	27-Nov-23	6 12-NON-23		Auminimute and the second main in the second s	bC-158-BF14380
ccess Ladder installation	Atopa I			104	£S-QuA-71	3 15-Aug-23		Roof Access Ladder Installation	PC-758-BL14370
12-Dec-23, Other Special	American		1	31	15-Dec-23	103 12-Mug-23			
Elevator Jambs Installation	1			55	05-04-53	16 14-Sep-23		Elevator Jambs Installation	PC-758-BL14360
Elevator Car Installation				99	12-04-23	6 03-OC-23		Elevator Cat Installation	PC-758-BL14350
Mechanical Equipment Installation			1	99	05-04-53	16 14-Sep-23		Mechanical Equipment Installation	PC-758-BL14340
Shaffs Construction				99	13-Sep-23	26 15-Aug-23		Shafts Construction	PC-758-BL14330
15-OCI-53' Elevator	American			68	15-04-53	51 15-Pug-23			[]evator
12-Dec-23, Misc Works	A			31	12-Dec-23	52-guA-21 501	a second second second second		isc Morks
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Glass Window Installation				33	08-Nov-23	6 02-1/04-23		Glass Window Installation	C-758-BL15250
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Ironmongery Works				44	27-Vov-23	52-VON-71 0		ισυμουθειλ Μοικε	C-758-BL14320
				4	16-100-23	6 07-VON-23		Door Leaf Installation	0124138-8614310
Door Frame/Jamps Installation				15	28-Sep-23	15 12-Sep-23		Door Frame/Jambs Installation	
01-Dec 23' Doors and Windo	A			40	01-Dec-23	112 51-701-53	a subscription of the second second	and the state of the state of the second	swobniW bns and
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Eloor Epoxy Finsh				S	04-1404-23	10 52-04-53		Floor Epoxy Finish	C-758-BL14280
n atslisteni seliti noori				7	06-Nov-23	11 52-04-53		Floor Tiles Installation	07241J8-8270
Floor Surface Preparation				4	54-04-23	14 08-04-23		Floor Surface Preparation	0924178-857-0
00-100-53' Hoot				7	06-Nov-23	52 08-OC-53			00L
📖 Mall Tiles Installation				7	01-OC-23	8 29-Sep-23		noitallatan zeit liaW	0C-758-BL14250
guined lenit lew				6	01-OC-23	11 S6-Sep-23		Wall Final Painting	C-758-BL14240
Mall Primer Painting				6	27-Sep-23	11 12-Sep-23		Wall Primer Painting	oc-758-BL14230
18M '52-29-20				6	01-OC-23	50 12-Sep-23			lle
Celling Panel Board Installation				S	14-1104-23	14 30-04-23		Ceiling Panel Board Installation	C-158-BL14220
Ceiling Grid Installation				2	03-1/04-23	16 17-04-23		Celling Grid Installation	
Colling 14 Nov-23, Colling				g	14-1/04-23	52 11-09-53			buille
12-Dec-23, Architectural F				15	15-Dec-23	154 51-701-53	and the second se		serial Finishes
		in the second						The second sectors of the second s	survey of the second se

	Activity Name	Original Start Duration	Finish	Total Float c	Jan	Feb	Mar	Apr	May	202 Jun	Jul	Aug	Sep	Oct N	ov Dec	Jan	2024 Feb M
PC-758-BL14910	Sprinkler head and Fire Extinguishers Installation	6 10-Nov-23	16-Nov-23	14									Compt No.		and the second second second second	ead and F	Fire Extinguis
Electrical		43 23-Sep-23	11-Nov-23	18											11-Nov-23,	Electrical	
PC-758-BL14920	Supports and Brackets Installation (Rough-ins)	14 23-Sep-23	09-Od-23	0			:		: ;					Supports	and Bracket	s Installatio	on (Rough+in
PC-758-BL14930	Duct and Trays Installation	12 10-Od-23	23-Od-23	18			1							Duct	and Trays In	stalation	
PC-758-BL14940	Cable Laying and Wire Pulling	11 24-Od-23	04-Nov-23	18		E								📫 c	able Laying	and Wire I	Pulling
PC-758-BL14980	Outlets, Lighting and other Devices Installation	6 06-Nov-23	11-Nov-23	18		1	1		: :						Outlets, Lig	nting and	other Device
Fire Alarm		23 23-Od-23	17-Nov-23	10					: :					Variation	TT-Nov-2	Fire Alan	m
PC-758-BL14950	Supports and Brackets Installation	9 23-Od-23	01-Nov-23	0	-									🛄 Su	pports and I	Brackets In	nstallation
PC-758-BL14960	Wiring Installation	8 02-Nov-23	10-Nov-23	10			1		1						Wing Insta	lation	1 1
PC-758-BL14970	Smoke detectors and Device controls Installation	6 11-Nov-23	17-Nov-23	10			1								Smoke de	tectors an	nd Device oo
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PC-758-BL15060	Floor Terrazzo Finish	8 08-Nov-23	16-Nov-23	4		1	:		: :						Floor Terra	zzo Finish	1 .
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PC-758-BL15080	Door Leaf Installation	6 21-Nov-23	27-Nov-23	1			:								Door L	eaf Install	ation
PC-758-BL15090	Ironmongery Works	7 28-Nov-23	05-Dec-23	10		1	:		: :						i Iron	nongery V	Norks
PC-758-BL15220	Aluminium Window Frames Installtion	15 08-Aug-23	24-Aug-23	92	-		:	-					Alumini	um Window Fran			+ +
PC-758-BL15230	Glass Window Installation	6 02-Nov-23	08-Nov-23	33			-								Glass Windo	1	lidn
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PC-758-BL15150	Aluminium Guard Rail Installation	6 28-Nov-23	04-Dec-23	20		1	:		: :								aid Rail Inst
PC-758-BL15160	Aluminium Screen Wall and Gate	5 28-Nov-23	02-Dec-23			-	-									100 March 1	een Wall an
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PC-758-BL15170	Sump Pit Cover and Frame Installation			34		1	:		: :					1			or Counterto
PC-758-BL15180	Wood Veneer Countertop Installation	12 25-Nov-23	08-Dec-23	34		1	:		: :								
PC-758-BL15190	Glass Railing Installation	5 11-Dec-23	15-Dec-23	1		E	1									and the second sec	ng Installati
PC-758-BL15200	Internal Signages Installation	2 17-Nov-23	18-Nov-23	24										-	I Internal S	-	1
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PC-758-BL14490	TPO Roof Membrane Application	15 19-Sep-23	05-Oct-23	22			1							TPO Roof	Membrane A	polication	
PC-758-BL14500	Flashing and Sheet Metals Installation	12 06-Od-23	19-Od-23	22		E	:		1					Flashi	ng and Shee	Metals In	nstallation
PC-758-BL14510	Rain Water Collectors and Downspouts Installation	18 20-Od-23	09-Nov-23	22			-								Rain Water		
PC-758-BL14520	Caulking	10 10-Nov-23	21-Nov-23	22		[:								Caulking		
PC-758-BL15290	Architectural Facade (Precast Concrete) Installation	8 07-Sep-23	15-Sep-23	33		E							-	Architectural Fac) Installation
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PC-758-BL14540	Timber Piling and Concrete Piling	8 24-Jul-23	01-Aug-23	78		E								nd Concrete Pili	ng	1	
PC-758-BL14550	Wooden Joist Installation	6 02-Aug-23	08-Aug-23	78										st Installation			
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Tennis and Recreation Center Project

Picture



Current Project Phase

Design and Engineering

Project Contact Information

Department Director Engineer of Record* Architect of Record* Public Works Hector Gomez The Corradino Group William Lane Architect

Funding

Total Budgeted Budget Approval Date \$2,045,000 September 28, 2022

Commission Authorization to Expend Date

November 2022 Commission Meeting

* - Additional funding will be required at a later date.

Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

Project Timeline

Design Team Procurement Design and Engineering (est.) Construction Procurement (est.) Construction (est.) Phase Start September 2022 December 2022 October 2023 March 2024 Phase End November 2022 December 2023 February 2024 March 2025

Project Update

The Corradino Group contract executed and the initial project design meeting was held in January 2023. The purchase order has been issued. The project is on schedule. Town met with Architect (Bill Lane) and provided initial comments for design implementation.



Town-wide Traffic Study

Picture



Current Project Phase

Planning Phase

Project Contact Information

Department Director Engineer of Record Architect of Record Project Management Public Works Hector Gomez The Corradino Group N/A The Corradino Group

Funding

Total Budgeted Budget Approval Date \$204,500 FY22 Budget Amd. No. 7

Commission Authorization to Expend Date

July 12 2022

Scope

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study.

Phase Start	Phase End
September 2022	November 2022
December 2022	January 2023
December 2022	October 2023
December 2022	October 2023
March 2023	November 2023
October 2023	November 2023
	September 2022 December 2022 December 2022 December 2022 March 2023

Project Update

During September 2022, the first set of traffic data collection occurred with a second set to occur for other areas in 2023. Currently, consultant is obtaining crash report data records for all agencies. Consultant was brought in for a project update to be provided to the Town Commission in November 2022. Refer to the project schedule provided. Bay Drive & 96th Street exit is closed due to the commencement of the 96th St park project.

				MON	THS FI	MONTHS FROM NTP	VTP									
Task	Task Name	7	2	m	4	'n	9	7	∞	6	ន	H	12	13	14	15
1	Traffic Data Collection			:												
2	Traffic Data Collection- Supplemental					:										
m	Traffic Operational Analysis													and the second	:	
4	Traffic Calming Analysis											:				
ß	Safety Review														:	
9	Traffic Calming Improvement Plan															:
2	Community Outreach Meeting														:	
∞	Traffic Study Technical Memorandum															:
* Purchas	* Purchase Order was issued on 08/05/2022. NTP month one is September 2022	22 when the	traffic dat	when the traffic data collection commenced	commence	d.										



91st Street - "Surfside Boulevard" Beautification Project

Picture



Current Project Phase

Scoping Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

Funding

Total Budgeted Budget Approval Date \$1,050,000 September 28, 2022

Commission Authorization to Expend Date

Scope

Through various sources, the Town has obtained funds with the intent to beautify the current 91st Street also known as Surfside Boulevard. The project beautification scope of services is to be determined but will follow after major utilities project occur in the area.

Project Timeline

Procuring of Engineering (est.) Plan and Study Engineering & Design (est.) Permitting (est.) Grant Agreement and Funding Phase Start December 2022 February 2023 October 2023 November 2023 December 2022 Phase End January 2023 October 2023 November 2023 Janaury 2024 February 2024

Project Update

Town is coordinating an additional funding source from Village of Indian Creek. Town is pending coordination with 91st Street between Harding Avenue and Collins Avenue design to define scope of services prior to procurement of engineering firm. Town Commission approved the \$250,000 state grant at the November 2022 Commission meeting. Town is seeking to commence CCNA negotiations with KCI Technologies.





Town-Wide Utilities Undergrounding Project

Picture

TOWN OF SURFSIDE UNDERGROUNDING OF UTILITIES PHASE 1 - UTILITY COORDINATION PLANS

CITY PROJECT NO. FY 21-00473 KCI PROJECT NO. 482021474.00 DECEMBER 07, 2021



Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	KCI Technologies
Architect of Record	N/A
Project Management	HPF Associates

Funding

Total Budgeted*	\$37,178,512
Budget Approval Date**	Varies
Commission Authorization	Various agreements

Commission Authorization to Expend Date Various agreements have been approved to date

* - Budget figure is based on Surfside Executive Summary estimate ** - Various agreements have been approved to date.

Scope

The project consists of the undergrounding all current above ground utilities throughout Town. These utilities include electrical mains, feeders, communications and residential drop connections. The project debt issuance was approved through voter referendum during the 2022 General Elections. The Town has executed various agreements with different providers in order to perform the design phase of the project. The project is under the project management of HPF Associates.

During November 2022 General Town Commission meeting, the Town provided various street lighting fixture options. Town Commission requested that the Town bring back 7 additional options.

Project Timeline Design Phase (Phase II) Procurement (est.) Construction Phase I (est.)

Phase Start
May 2022
May 2023
January 2024

Phase End September 2023 December 2023 TBD

Project Update

Refer to attached project summary executive estimate for total cost. Design phase is expected to be completed for September 2023. Debt issuance is required in order to commence project. Decorative street poles were incorporated into design per December 2022 Commission decision. Street design options will be a discussion item at February 2023 Commission meeting.

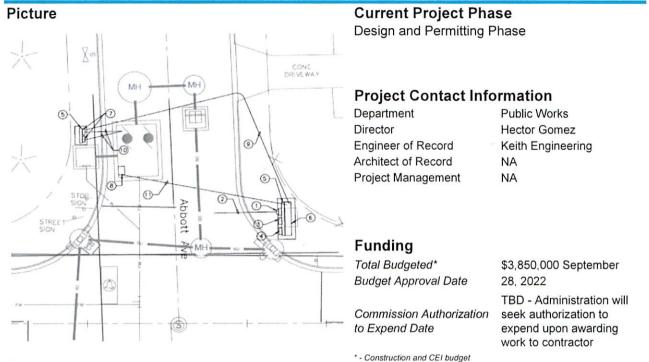


Utilities Undergrounding Baseline Schedule

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-	Preliminary utilities Design Contract: AT&T											_													
2	AT&T Commission Approval for Preliminary Utilities Design																								
3	Utility provider Design Input: FPL, Hot Wite, AT&T BREEZELINE																							١	
4	Street Lighting (Initial Presentation, Short List, Mock Ups, Final Approval)																								
2	Construction Documents by Engineer of Record																								
9	Legal Documents for RFQ (TBD - Schedule based on two-months estimated)																								
2	Benchmark - Ready for RFQ Advertisement																								
8	Construction Schedule (TBD)																								
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Abbott Avenue Drainage Improvements



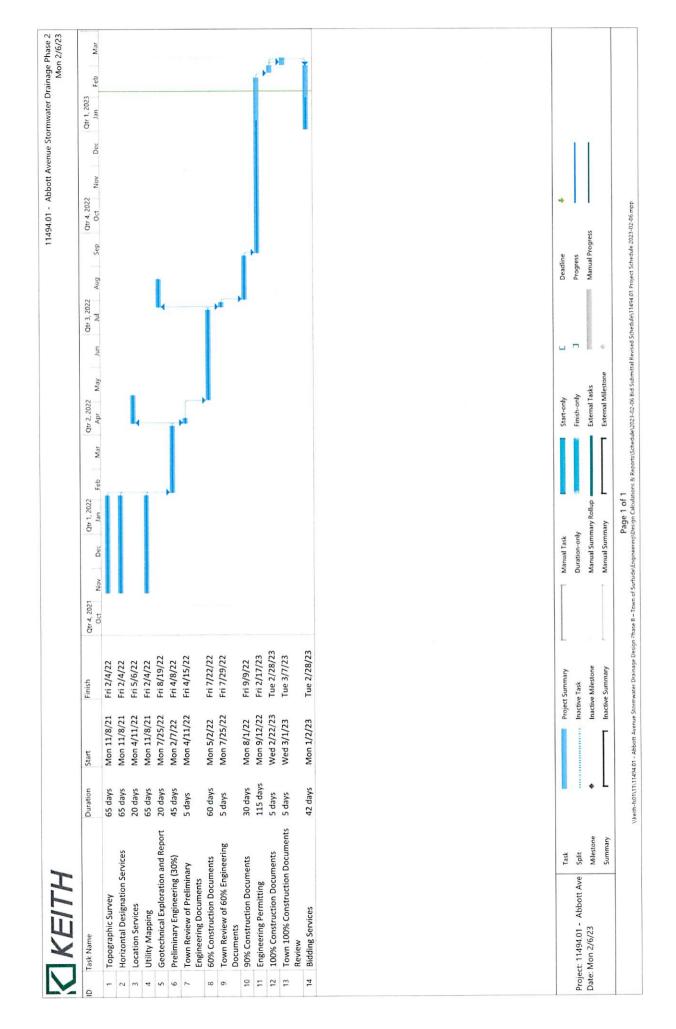
Scope

The project is currently in its design and permitting phase. The construction will entail the addition of two new pump stations with respective force main in order to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

Project Timeline	Phase Start	Phase End
Engineering and Design	March 2022	December 2022
Permitting	August 2022	January 2023
Procurement (est.)	March 2023	June 2023
NTP for Construction (est.)	July 2023	NA
Construction (est.)	July 2023	May 2024

Project Update

Keith Engineering submitted for permitting and documents are being reviewed by respective agencies. A bid package composition meeting is being scheduled. Refer to engineering schedule provided.





Town Drainage Improvement and Flood Hazard Mitigation Plan

Picture



Current Project Phase

Planning Phase (information gap alignment and modeling)

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Kimley Horn
Architect of Record	N/A
Project Management	Kimley Horn

Funding

Total Budgeted Budget Approval Date \$255,000 September 23, 2021

Commission Authorization to Expend Date

June 14, 2022 Commission Meeting

Scope

The stormwater master plan, which is partially grant funded, will create a comprehensive Town infrastructure planning document geared towards understanding Town localized flooding issues and provide a project bank of projects for the Town to implement as part of the Capital Improvement Plan.

Project Timeline

Data Collection and Analysis Stormwater Model Adaptation Strategy Master Plan Phase Start July 2022 November 2022 March 2023 May 2023

Phase End

November 2022 February 2023 May 2023 August 2023

Project Update

Refer to engineer schedule provided for deliverables.

PROJECT SCHEDULE (7/27/2022) Town of Surfside Stormwater Master Plan

Kimley » Horn

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	Task 1	1.0 Collect, Review, and Analyze Current Mapping Data																														
	1.1	Project Administration																														
	1.1.1	Project Kickoff Meeting											-				_	_					-					_	_	_		
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	1.2	Policy Planning And Public Coordination									_		_					_	_													
	1.3	Data Collection and Documentation																	-			_	_									
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	1.3.2	Preliminary Data Gaps Map																														
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	1.4	Model Recommendations And Analysis													_				-							_						
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	Task 2	2.0 Produce a Stormwater Model																														
	2.1	Existing Conditions Model																	-				_					_	_	_		
	2.1.1	Model Development			_			_	_	_												_	_	-		_	_	_	_			
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	Task	3.0 Develop the Adaptation Strategy																														
	3.1	Alternatives Analysis								_		_					-									_						
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	3.2	Future Conditions Analysis								_	_		_	_	_	_	_	_	_							_	_	_	_	_		
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	Task 4	4.0 Stormwater Master Plan																														
	4.1	Alternatives Selection																_	_		_	_						-				
	4.2	Preliminary Opinion of Probable Costs			-		_		_	_	_			_	_	_	_	_	_		_									_		
	4.3	Capital Improvement Plan														_			_		_	_	_									
	4.4	Final Technical Memo							_				_	_	_	_	_	_	-		_											



Collins Avenue Water Main Design and Permitting

Picture



Current Project Phase

Engineering and Design Phase

Project Contact Information

Department Director Engineer of Record Architect of Record Project Management Public Works Hector Gomez Nova Consulting N/A Nova Consulting

Funding

Total Budgeted Budget Approval Date \$340,206 September 28, 2022

Commission Authorization to Expend Date

August 9, 2022

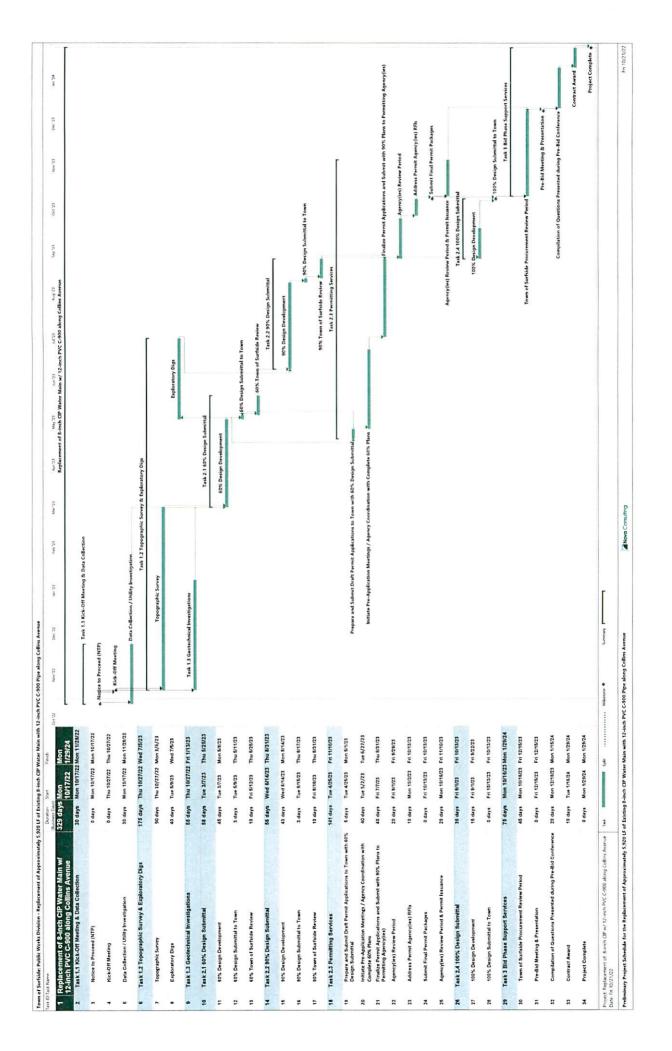
Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

Project Timeline	Phase Start	Phase End
Survey and Geotechnical	November 2022	July 2023
60% Design	March 2023	May 2023
90% Design	June 2023	September 2023
Permitting	April 2023	November 2023
Procurement Phase (est.)	TBD	TBD
Constuction (est) - TBD	TBD	TBD

Project Update

The Town provided Nova Consulting a Purchase Order to commence work during October 2022. The purchase order and funding is only up to the procurement phase of the project. No construction funding has been allocated at this time. Construction phase can not be estimated until construction funding is secured. Nova Consulting commenced survey and is verifying field conditions scope of work.





Water Activity Pool (Tot Lot) Water Play Structure

Picture



Current Project Phase

Apparatus has been ordered. Waiting on delivery of item.

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted Budget Approval Date

\$12,500 September 28, 2022

Commission Authorization to Expend Date

N/A

Scope

The current water tot lot structure (Sand Dollar) has extensive wear and tear. The structure has been repaired multiple times over the past 2 years due to safety reasons. Due to the material of the structure and high exposure to direct sunlight and chemicals, it deteriorates at a rapid pace. Staff will be purchasing new water structure that requires minimal maintenance, has a longer lifespan and is safe for all patrons using the pool.

Project Timeline Procurement Construction/Installation (est.) Phase Start October 2022 March 2023

Phase End November 2022 March 2023

Project Update

No procurement required for this project. Purchase order has been issued and was provided to the vendor. The estimated arrival date is 4 weeks. Still awaiting delivery of the item. P&R will hire a company to install the structure during the pool maintenance week in March when the pool is closed.

Baselijne schedule for Water Tot Lot Structure

	Activity	Cont	2022 Oct No			-	Har	Inch		2023											2024		and the second second		
r Tc	Water Tot Lot Structure	Sept	Oct Nov	ov Dec	ec Jan	L Feb	Mar	April	L YEM	June July	uly Aug	ld Sept	ot Oct	Nov	Dec	Jan	Feb	Mar	April	May J	June July	 Aug S	Sept 0	Oct Nov	v Dec
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	Notes:		- Projected	ed																					
		a contract of																							



A/C Replacement Units - Community Center

Picture



Current Project Phase

Procurement phase

Project Contact Information

Department Director Engineer of Record Architect of Record Parks and Recreation Tim Milian N/A N/A

Funding

Total Budgeted Budget Approval Date

\$140,000 September 28, 2022

Commission Authorization to Expend Date

n TBD

Scope

The current AC units at the Community Center has a lifespan of over 10 years. The units are heavily corroded and has extensive wear and tear. The units often breaks down resulting high repair costs. The Town will be procuring new units for the entire community center including the concession stand, lifeguard office, fish bowl, and shark tank. These new units will meet EPA regulations. The cost includes: new Trane condensers with coal coatings, climate changing AHU with SS Drain pan, Coil casing, energy recovery ventilators, new aluminum I-beams to help prevent dirt and debris from corroding the units.

Project Timeline Procurement Notice to Proceed and Kick off (est.) Construction/Replacement (est.) Phase Start April 2023 July 2023 August 2023 Phase End June 2023 July 2023 October 2023

Project Update On hold until Q3 of FY2023.



Dog Park Enhancements



Current Project Phase

Completed

Project Contact Information

Department	
Director	
Engineer of Record	
Architect of Record	

Parks and Recreation Tim Milian N/A N/A

Funding

Total Budgeted Budget Approval Date \$10,500 September 28, 2022

Commission Authorization to Expend Date

N/A

Scope

The Dog Park is being used to full capacity and we are usually faced with safety concerns due to the sod being uneven and having a lot of holes. There current equipment at the park is very old and has extreme wear and tear. It has been over 10 years since the Dog Park has been enhanced. The new enhancements will provide patrons with new dog amenities, benches, trash receptacles and new sod.

Project Timeline

Procurement Notice to Proceed and Kick off Construction/Replacement

Phase Start October 2022 October 2022 October 2022

Phase End October 2022

October 2022 February 2023

Project Update Completed.



Dune Resiliency and Beautification Upgrade

Picture



Current Project Phase

Scoping Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

Funding

Total Budgeted Budget Approval Date \$72,000 September 28, 2022

Commission Authorization to Expend Date

TBD

Scope

The Commission tasked Town administration to promote both dune beautification and resiliency improvements. Town administration is seeking engineering and design services in order to meet the objective in a manner that is Florida Friendly and promotes the natural plant diversity of the dunes.

Project Timeline

Procuring of Engineering Plan and Study (est.) Design (est.) Permitting (est.) Grant Agreement and Grant Funding (est.) Construction (est.) Phase Start December 2022 March 2023 October 2023 November 2023 December 2022 March 2024 Phase End March 2023 October 2023 November 2023 January 2024 February 2024 December 2024

Project Update

Town is engaging with one of the pool engineering firms (Kimley Horn) to develop a scope of services for this task. Town obtained approval for Florida Department of Environmental Protection (FDEP) grant funding and will soon engage in grant agreement process. More detail on project timeline and budget will be known as the grant agreement process progresses.



Dune Resiliency & Beautification Upgrade Baseline Schedule

Ta	Activity		20	22							20	23	Contract of					E.W					20	24			2.2		
s k	Acumy	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Procuring of Engineering Services																												
2	Plan and Study (Estimated)																												
3	Design (Estimated)																												
4	Permitting (Estimated)																												
5	Grant Agreement and Grant Funding (Estimated)																												
6	Construction (Estimated)																												
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Notes:

- Projected

- Completed



Project Detail Sheet

Town-Wide Manhole Rehabilitation Project

Picture



Current Project Phase

Construction Phase

Project Contact Information

Public Works Hector Gomez 300 Engineering N/A

Funding

Total Budgeted Budget Approval Date \$250,000 September 28, 2022

Commission Authorization to Expend Date

October 12, 2022

Scope

Manhole structures are susceptible to aging and deteriorating, threatening the integrity of the entire sanitary system. This can lead to water infiltration which then needs to be processed and treated with the process costing the Town beyond what is budgeted and expected. 300 Engineering, through the Sanitary Sewer Evaluation Survey Smoke Testing Project, has identified 64 manholes within the Town which require rehabilitation. 300 Engineering will perform the Construction Administration, Inspection (CA&I) and reporting services for quality control monitoring during the Sewer Manholes Rehabilitation course of construction. Atlantic Pipe Services, LLC will be the contractor performing the work and will be contracted using a piggyback contract from St. Johns County, Florida.

Project Timeline	Phase Start	Phase End
Procurement	October 2022	November 2022
Notice to Proceed & Kick off	November 2022	November 2022
Construction	December 2022	February 2023
Submittal to DERM-RER	March 2023	March 2023

Project Update

300 Engineering has composed all the evaluations needed for the contractor to start performance of work. Town Administration received funding expenditure approval for engineering and construction services from Town Commission during October 2022 Commission meeting. Construction started and ongoing.

Manhole Rehabili Baseline Schec

н с	A neti cite.		2022							2023	23										2	2024				10.1	
* * *	ACUVITY	Sept Oct Nov	t Nov	Dec	Jan	Feb	Mar	April	May	June July		Aug S	Sept C	Oct N	Nov De	Dec Ja	Jan Feb	b Mar	Ir April	il Ma	May June July	ylul,	Aug	Sept	Oct	Nov	Dec
1	Procurement of Engineering firm																										
2	Notice to Proceed & Kick off meeting																										
ю	Construction (Manhole rehabilitation)																										
4	Submittal to DERM-RER																										
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	Notes:		- Projected - Completed	Pe																							



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: Hector Gomez, Acting Town Manager
- DATE: February 7, 2023
- SUBJECT: Office of the Town Attorney Report for February 14, 2023 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:

- January 9, 2023 Tourist Board Meeting
- January 10, 2023 Special Town Commission Meeting
- January 10, 2023 Regular Town Commission Meeting
- January 18, 2023 Charter Review Board Meeting
- January 26, 2023 Planning and Zoning Board Meeting

January 31, 2023 – Joint Special Town Commission and Planning and Zoning Board Meeting

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

Various members of the Firm have and continue to assist the Town in the aftermath of the CTS Collapse, including ongoing causation investigations at the CTS Site and off-site facilities, and interaction with KCE Engineering (Allyn Kilsheimer) and NIST representatives.

Commission Support:

Attorneys of the firm have continued to work with the members of the Town Commission, and Board and Committee members, to provide Ethics guidance and opinions, 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 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 and complaints; police funding, 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 implementation of 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 procurement and contracts associated with design and construction at 96th Street Park and Abbott Avenue drainage project; Beach Furniture Services at Community Center; Zoning Code clarifications, issues and ordinances; and implementation of utilities undergrounding project.

Key Issues and Action Items:

The workload has been diverse and has included specific issue support to every department. Key issues and action items since the Commission's election have included:

- 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, LLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17
- Ordinance Amending Section 90-47. "Yards, Generally Allowable Projections", Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside's Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As "Arbor Day"
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the Undergrounding of Utilities Project; First Amendment to Professional Services Agreement
- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution Abolishing the Town of Surfside Budget Advisory Committee

- Resolution Approving an Engagement Letter with Marcum LLLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022
- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-Permitees Named in the National Pollutant Discharge Elimination System Permit No.Fls000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. "Definitions" to Amend the Definition of "Story" and to Create A Definition of "Nonhabitable Understory;" Creating a New Section 90-49.5. – "Nonhabitable Understory" to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town's Transit Services Funding
- Resolution Adopting the Town's Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O'Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside's Farmer's Market
- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code "Prohibited Noises" relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code "Marine Structures" to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
- Ordinance Amending Section 90-47 of the Town Code "Yards, Generally Allowable Projections" to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 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

- 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
- Ordinance Amending Section 90-15 of Zoning Code to Modify Membership Qualification Requirements for Planning & Zoning Board
- Resolution Approving the Purchase of Portable Radios and Related Services from Motorola Solutions, Inc. for the Town's Police Department
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed \$40,000 to Engage Marlin Engineering for a Zoning Code and Design Guidelines Update
- Resolution Approving the Purchase of a Schwarze Industries Street Sweeper Model A4 Storm from Tampa Crane & Body Acquisition, LLC using Sourcewell Contract No. 093021-SWZ
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Ford Police Interceptor Utility Vehicles, Together With (I) Emergency Lighting Equipment, (Ii)

Graphics, (Iii) Radio Equipment, and (Iv) Radio Programming for Each Police Vehicle

- Resolution Approving and Accepting a Grant Award Agreement with the State of Florida Department of State, Division of Arts and Culture, for the Champlain Towers South Memorial
- Resolution Approving and Accepting a Matching Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Surfside Abbott Avenue Stormwater Improvements Project
- Resolution Approving the Purchase of Phase 2 Services From Kofile Technologies, Inc. for Preservation, Archival, and Digitization of Historical Town Documents
- Resolution Approving an Agreement with Beachside Events LLC for Third Thursdays Event Series Production Services
- Resolution Approving an Agreement with Beachside Events LLC for Music of the Beach Event Series Production Services
- Resolution Approving and Authorizing the Town Manager to enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for Purchase and Installation of New Playground Equipment and Related Surfacing and Outdoor Fitness Equipment for Hawthorne Tot Lot Park
- Resolution Approving a Project Agreement with The Corradino Group, Inc. to Provide Building Design and Permitting Services for the Surfside Tennis Center Reconstruction Project
- Resolution Approving and Authorizing the Town Manager to Enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for the Purchase and Installation of Outdoor Fitness Equipment at Town Beach Ends
- Resolution Approving an Agreement with Beach Time Max, LLC for Beach Furniture Service Operations at the Community Center
- Resolution Approving the Purchase and Expenditure of Turtle-Friendly Solar Powered Bollards from First Light Technologies LTD for Hardpack
- Resolution Selecting and Awarding a Contract for Construction to Lunacon Engineering Group, Corp. for Construction of 96th Street Park Pursuant to RFP No. 2022-05
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A., Pursuant to the Continuing Services Agreement for 96th Street Park Construction Management and Owner Representation Services
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed \$120,000 to Engage Marlin Engineering, Inc. for Phase 2 of the Downtown Walkability and Design Study
- Resolution and License Agreement with the State of Florida Department of Transportation (FDOT) for Use of the Town Right-of-Way on 88th Street and

Veterans Park in Connection with Crosswalk Improvements at the Intersection of 88th Street and State A1A Harding Avenue (FDOT Project No. 443899

- Resolution Approving Budget Amendment No. 3 for The Fiscal Year 2023 Budget
- Resolution Approving and Authorizing the Pump Station Purchase from Barney's Pumps Inc. in an amount not to exceed \$26,507.00.
- Resolution Incorporating Decorative Street Signs and Traffic Control Poles into the Town's Utility Undergrounding Project, and Selecting Design Option
- Resolution Approving Purchase of Supplementation Services from CiviPlus LLC for Codification of Town Ordinances in Municode
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programing
- Resolution Approving an Agreement and Addendum with Zambelli Fireworks Manufacturing Co. for Fourth of July Fireworks Display Services
- Ordinance Amending the Town of Surfside Code Of Ordinances by Amending Section 90.61.1(C) of Article V. – Design Standards of Chapter 90 of The Town Code of Ordinances, to Modify the Permitted Width of Curb Cuts

February 2023

- Resolution [Approving/Denying] a Site Plan Application to Permit the Development of Property Located at 9116 Harding Avenue and 303 Surfside Boulevard, Surfside, Florida, For a Multifamily Residential Development Consisting of Up To 6 Townhouse Dwelling Units and Up To 14 Parking Spaces
- Resolution [Approving/Denying] a Site Plan Amendment Application for Property Generally Located at 9100 Collins Avenue, Surfside, Florida, to Modify the Design and Uses Approved for 9100 Collins Avenue Pursuant to Resolution Nos. 13-Z-06 And 17-Z-2458
- Resolution and Agreement with Premier Bounce N Slide Party Rentals, LLC for the Town's Parks and Recreation Special Events
- Resolution Approving Budget Amendment No. 4 for The Fiscal Year 2023 Budget
- Resolution and Multi-Year Agreement with JustFOIA for Town's Public Records Request Platform
- Resolution and Agreement with Verge Aero for Fourth of July Drone Light Show Services
- Resolution Supporting House Bill 269 Relating To Public Nuisances and Enhanced Criminal Penalties for Persons who Commit Certain Violations while Evidencing Religious or Ethnic Animus

Litigation:

New or supplemental information is provided for the following cases:

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 were heard by the Court at a hearing on October 7, 2022. At the Court's request, proposed orders were submitted by both parties within 15 days thereafter. For case management purposes, the case has been reset for Jury/Non-Jury Trial for the 3 week period commencing March 6, 2023. The parties continue to wait on the Court's decision and ruling on the summary judgment motions.

Shannon Gallagher, Petitioner, vs. The Town Of Surfside and 9165 Surfside LLC, <u>Respondents</u>; Case No. 2022-000028-AP-01 in the Circuit Court 11th Judicial Circuit, <u>Miami-Dade County</u>, 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. Gallagher's corrected amended petition and appendix. Gallagher's corrected amended petition and 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, was due on October 23, 2022. Gallagher timely filed an amended petition and amended appendix. The Town and Fort Point Capital jointly moved for an extension of time to file responses to the amended petition to January 5, 2023 and filed their responses on that date. Gallagher has not yet filed any reply, which the Town and Fort Point Capital will bring to the Court's attention by joint motion.

Information on other pending litigation matters, including matters handled by the FMIT appointed defense counsel, 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 of legislation proposed in the 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; CTS memorial site and 88th Street closure; public records requests and ethics complaints, inquiries and opinions; implementation of various policy directives from the Mayor and Town Commissioners; implementation of agreement for beach furniture services at the Community Center; Design and engineering for new tennis center, resident gym and rooftop pickle ball court; Hawthorne Tot Lot Park upgrades, new playground and fitness equipment and resurfacing; implementation and agreement for purchase and installation of new fitness equipment at beach street ends; contract for construction and administration of for 96th Street Park construction; implementation and purchase of solar ballards lighting for hardpack; implementation and Interlocal Agreement with Miami-Dade County for residential street signs; 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, equipment, facilities and programs, including purchase of police vehicles, radios and equipment; A/C Replacement at Community Center, Bus Shelters ADA Compliant, Dune Resiliency and Beautification, Collins Avenue Water Main Design and Permitting, Stormwater Masterplan, Transportation Masterplan; Commission Chambers Audio/Visual Upgrades; Tourist Board Programs and Events Vendors; Upgrades to Zoning Code Design Standards; Zoning Code ordinances addressing ambiguities and revisions; Town Website Update; continued assistance with implementation of AFSCME Florida Council 79 Union for Town civilian employees; implementation, procurement and construction phase for Abbott Avenue Drainage Improvements, including grant funding;

implementation and funding for Surfside Boulevard improvement; agreement and implementation of police Computer Aided Dispatch software and related services; implementation of undergrounding of utilities project; implementation of walkability initiatives and traffic directives; grant funding and implementation of CTS Memorial Site; legislation regarding public places; and upcoming Charter Review Board process and meetings.



Town of Surfside Regular Town Commission Meeting February 14, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A. Date: February 14, 2023 From: Hector Gomez, Acting Town Manager Subject: Town Manager Job Description

Suggested Action: – Town Administration is seeking approval of the attached job description for the Town Manager position.

Background/Analysis: – At its January 2023 meeting, the Town Commission instructed the Town Administration to revise the job description for the Town Manager's position to match Article III of the Town Charter, more specifically Sec. 35. - Powers and duties. Please refer to the attached document.



TOWN OF SURFSIDE TOWN MANAGER

DEPARTMENT: EXECUTIVE

EXEMPT

GENERAL DESCRIPTION:

Highly responsible administrative, professional and management work directing and coordinating all phases of the general municipal government. Work involves the supervision of all activities related to the Town in accordance with the policies determined by the Town Commission, Town Charter, and applicable laws and ordinances.

ESSENTIAL JOB FUNCTIONS:

- 1. Directs and manages the overall effort of the Town government.
- 2. Appoints and remove officers and employees of the town, except as otherwise provided by the Charter and except as he/she may authorize the head of a department or office to appoint and remove subordinates in such department of office.
- 3. Prepares the budget annually and submits it to the council and is responsible for its administration after adoption.
- 4. Prepares and submits to the commission as of the end of the fiscal year, a complete report on the finances and administrative activities of the town for the preceding year.
- 5. Keeps the commission advised of the financial condition and future needs of the town and make such recommendations as may seem to him desirable.
- 6. Supervise and be responsible for the disbursement of all moneys and have control over all expenditures to ensure that budget appropriations are not exceeded.
- 7. Maintains a general accounting system for the town government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department and agency; keeps separate accounts for the items of appropriation contained in the town budget, each of which accounts show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it an the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of the town government to be made daily or at such intervals as he/she may deem expedient.
- 8. Submits to the commission a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the town.
- 9. Give such notice of taxes and special assessments as may be required by law.
- 10. Collect all taxes, special assessments, license fees and other revenues of the town or for whose collection the town is responsible and receive all money receivable by the town from the state or federal government, or from any court, or from any office, department or agency of the town.

- 11. Have custody of all public funds belonging to or under the control of the town, or any office, department or agent of the town government, and deposit all funds coming into his hands in such depositories as may be designated by resolution of the commission, or, if no such resolution be adopted, subject to the requirements of law as to surety and the payment of interest on deposits, but all such interest shall be the property of the town and shall be accounted for and credited to the proper account.
- 12. Have custody of all investments and invested funds or the town government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the town and the receipt and delivery of town bonds and notes for transfer, registration, or exchange, subject to all times to the direction of the commission by resolution or ordinance.
- 13. Supervise and be responsible for the purchase, storage and distribution of all supplies, materials, equipment and other articles used by any office, department or agency of the town government.
- 14. Approve all proposed purchases and other expenditures and certify that there is an unencumbered balance of appropriated and available funds. No appropriation shall be encumbered and no expenditure shall be made without such certification.
- 15. Sign jointly with the mayor or any one of the other commissioners all checks drawn on the town's depositories, unless such signing of checks is otherwise directed by a resolution adopted by the commission designating two (2) elected officials or the town clerk and an elected official as authorized signatories.
- 16. Perform such other duties as may be prescribed by this Charter or required of him/her by the commission, not inconsistent with this Charter.
- 17. Prepare and submit in writing to the commission a complete financial statement and a report upon the completion of any capital improvement project involving the expenditure of \$25, 000 or more.
- 18. Performs other duties as assigned.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of laws and administrative policies governing municipal activities and operations of municipal government.
- Ability to delegate authority, responsibility and to mentor subordinate department heads and to maintain an effective organization.
- Ability to express oneself clearly orally and in writing.
- Ability to appear before groups of taxpayers and the Town Commission to present data and programs which enhance the continued efficient operation of the Town.
- Ability to provide strong relationships with key decision makers in the South Florida area and in Tallahassee
- Ability to build consensus with often disparate views on the Town Commission and the community.

- Ability to deal with confidential and sensitive matters
- Knowledge of construction process for major capital programs.
- Ability to negotiate with collective bargaining unit.
- Knowledge of Park and Recreation programs.
- Knowledge of beach restoration process.
- Working knowledge of website, social networking and electronic access to payment procedures and information retrieval.
- Working knowledge of debt management and analysis of feasibility for a variety of non-advalorem supported enterprise funds.
- Working knowledge of police supported community relations and community involvement programs.
- Strong history of working with tourism development related functions.
- Knowledge of and experience with sustainability programs.
- Knowledge of parking management functions.
- Knowledge of current social, political, economic trends and operating problems of municipal government.
- Experienced with pension investment programs.

EDUCATION AND EXPERIENCE:

Graduation from an accredited four (4) year college or university with a Bachelor's Degree in Business Administration, Public Administration or a related field supplemented by course work in management. Extensive experience in a responsible administrative/management position in municipal government.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATONS OR REGISTRATIONS:

None.

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without hearing aid).
- Ability to communicate both orally and in writing.

ENVIRONMENTAL CONDITIONS:

- Works inside in an office environment.
- Frequent site visits to projects under construction in Town.
- Travel to local and state meetings.

(Reasonable accommodations will be made in accordance with existing ADA requirements for otherwise qualified individuals with a disability.)

Revision History: 3/18/2008; 4/10/2012; 12/11/2012, 5/29/2020; 1/27/2021; 1/11/2023; 1/24/2023

This job description does not constitute an employment agreement between the Town of Surfside and the employee. It is used as a guide for personnel actions and is subject to change by the Town as the needs of the Town and requirements of the job change.

Commission Approved Date: _____