



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

**Tuesday, May 9, 2023
6:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

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

Rule 6.06 (a)3 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

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

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

1. **Opening**
 - 1A. **Call to Order**
 - 1B. **Roll Call of Members**
 - 1C. **Pledge of Allegiance**
 - 1D. **Mayor and Commission Remarks**
 - 1E. **Agenda and Order of Business** Additions, deletions and linkages
 - 1F. **Community Notes** - Shlomo Danzinger, Mayor

2. **Quasi-Judicial Hearings**

3. **Consent Agenda**

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

- 3A. **Town Commission Meeting Minutes** - Sandra N. McCreedy, Town Clerk
[April 17, 2023 Special Town Commission Meeting Minutes.pdf](#)
[April 18, 2023 Regular Town Commission Meeting Minutes.pdf](#)

- 3B. **Board and Committee Reports/Minutes** - Sandra N. McCreedy, Town Clerk
[February 27, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)
[March 22, 2023 Charter Review Board Meeting Minutes.pdf](#)
[March 30, 2023 Planning and Zoning Board Meeting Minutes.pdf](#)
[April 3, 2023 Tourist Board Meeting Minutes.pdf](#)

- 3C. **Approving and Authorizing the Purchase of One 2023 Kubota RTV X900G-A Utility 4WD Vehicle from Ridge Equipment Co. In An Amount Not To Exceed \$21,605 Utilizing the Pricing of the Florida Sheriffs Association Contract No. FSA 20-EQU18.0 as part of the Community Service Aid Program Implementation**
 - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2023 KUBOTA RTV X900G-A UTILITY 4WD VEHICLE; FINDING THAT THE PURCHASE OF THE VEHICLE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - FSA Terms Conditions Contract.pdf](#)

[Resolution Authorizing Approving 2023 RTV Vehicle Purchase - Sheriff Association.DOCX](#)
[Exhibit A - "Ridge Equipment Proposal dated 5-1-23"](#)

- 3D. FY 2023 Budget Amendment Resolution No. 7** - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Budget Amendment No. 7.DOCX](#)
[FY2023 Budget Amendment No. 7.pdf](#)

- 3E. Approving and Authorizing the Purchase of One 2023 GMC Terrain AWD Vehicle from Alan Jay Fleet Sales In An Amount Not To Exceed \$28,952.00 Utilizing the Pricing of the City of Tallahassee Agreement No. 5179 as part of the Community Service Aid Program Implementation**
- Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2023 GMC TERRAIN AWD VEHICLE; FINDING THAT THE PURCHASE OF THE VEHICLE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Authorizing Approving 2023 Alan Jay GMC Vehicle Purchase.DOCX](#)
[Attachment A - "Alan Jay Fleet Award Letter for Comp. Bidding City of Tallahassee Piggyback"](#)
[Attachment B - Alan Jay Fleet Sales Quote 2023 GMC Terrain SLE AWD.pdf](#)
[Attachment C - Alan Jay Fleet Award Letter for Comp. Bidding City of Tallahassee Piggyback](#)

- 3F. Surfside Heroes Appreciation Month** - Shlomo Danzinger, Mayor
[CTS Proclamation Application 2023.pdf](#)
[Resolution No. 2022-2892-CTS First Responders-Family-Friends-June 24 Day.pdf](#)
[Surfside Heroes Proclamation 11x14 2023.pdf](#)

4. Ordinances

Second Reading

- 4A1. Pension Ordinance Addressing Housekeeping Items and Technical Corrections** - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 2. – ADMINISTRATION, ARTICLE V. – EMPLOYEE BENEFITS, DIVISION 2. - PENSION PLAN, OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; SPECIFICALLY, AMENDING

SECTION 2-176 OF THE TOWN CODE TO CLARIFY NORMAL AND EARLY RETIREMENT AGES; ~~AMENDING SECTION 2-182(a) OF THE TOWN CODE TO PERMIT TERMINATED 100% VESTED MEMBERS TO RECEIVE BENEFITS BEGINNING AT AGE FIFTY-FIVE~~; AND AMENDING SECTION 2-193 OF THE TOWN CODE GOVERNING THE DROP PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Pension Ordinance.DOCX](#)

[Attachment A - Actuarial Impact Statement - May 2023.pdf](#)

4A2. Amendment of Election Qualifying Dates Due to the March 19, 2024 Presidential Preference Primary - Sandra N. McCready, MMC, Town Clerk

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 101, "QUALIFYING FOR ELECTED OFFICE" OF THE TOWN CHARTER PURSUANT TO SECTIONS 100.3605(2) AND 166.021(4), FLORIDA STATUTES, WITH LIMITED APPLICABILITY TO ESTABLISH QUALIFYING DATES AND SUPPLEMENTAL QUALIFYING DATES FOR THE TOWN'S MARCH 19, 2024 GENERAL ELECTION; PROVIDING FOR INCORPORATION INTO THE CHARTER; PROVIDING FOR CODIFICATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR NOTIFICATION TO MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Miami-Dade County Ballot Issue Deadlines - 2024.pdf](#)

[Ordinance Amending Qualifying Dates.docx](#)

4A3. Zoning Code Correction: Front Setback Standards - Hector Gomez, 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. – "PAVING IN FRONT AND REAR YARDS IN H30 AND H40 DISTRICTS" BY AMENDING LANDSCAPE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Front Yard Restrictions](#)

[Ordinance Amending Sec. 90-61 - Setback Paving Standards - SR 4-28-23.docx](#)

4A4. Zoning Code Correction - Roof Deck Stairway Height - Hector Gomez, 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 90-50.2 "ROOF DECK PROVISIONS" OF SECTION 90-50. -- "ARCHITECTURE AND ROOF DECKS" TO CLARIFY REGULATIONS APPLICABLE TO ROOFTOP STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Roof Stair Stairs Limitations in the Zoning Code](#)

4A5. Stormwater Management Regulatory Mechanism for Enforcement - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 34 – ENVIRONMENT, ARTICLE II. – STORMWATER DRAINAGE MANAGEMENT, DIVISION 1. – GENERALLY, TO PROVIDE FOR AND ESTABLISH THE PURPOSE AND INTENT OF THE ARTICLE; PROVIDING FOR DEFINITIONS; SEDIMENT AND CONTROL REQUIREMENTS FOR CERTAIN DEVELOPMENTS; STANDARDS FOR SEDIMENT AND EROSION CONTROL; PERMIT ISSUANCE CONDITIONS; ADMINISTRATIVE PROCEDURES; ENFORCEMENT OF SEDIMENT AND EROSION CONTROL REQUIREMENTS; PROHIBITION OF ILLICIT DISCHARGES; REPORTING OF ILLICIT DISCHARGES; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

[Ordinance Stormwater Compliance.DOCX](#)

First Reading

4B1. Zoning Code Correction - Balcony Projections - Hector Gomez, 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 90-47 “YARDS GENERALLY ALLOWABLE PROJECTS” TO CLARIFY THAT BALCONY OVERHANG LIMITATIONS APPLY ONLY TO INCLINED SIDE SETBACKS IN H120; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance - Balcony Overhangs, H120.docx](#)

4B2. Zoning Code Correction - Design Requirements for Front Yard Fences and Gates - Hector Gomez, 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 90-56 “FENCES, WALLS AND HEDGES” TO MODIFY APPROVAL PROCEDURE AND REQUIREMENTS FOR FENCES AND WALLS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Sec. 90-56. Fences walls and hedges.docx](#)

[Ord Amend Section 90-56 Fences, Walls and Gates.docx](#)

4B3. Zoning Code Correction - Garage Conversion Criteria - Hector Gomez, 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 90-50. – “ARCHITECTURE AND ROOF DECKS” TO

MODIFY REQUIREMENTS FOR GARAGE CONVERSIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance - Garage Conversions.docx](#)
[Zoning Code with section highlighted](#)

4B4. Zoning Code Correction - Applicability of Planning and Zoning Board Review
Hector Gomez, 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 90-19.7 OF SECTION 90-19 "SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT REVIEW PROCESS" TO MODIFY THE LIST OF APPLICATIONS EXEMPTED FROM PLANNING AND ZONING BOARD REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Sec. 90-19. Single family and two family development review process.docx](#)
[Ordinance - Applicability of PZB Review.docx](#)

5. Resolutions and Proclamations

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

5A. Water Meter System Badger Utility Encoders Phase II Conversion Implementation - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BADGER METER, INC. FOR THE PURCHASE OF NEW CELLULAR ENCODERS TO IMPLEMENT PHASE II OF THE TOWN'S CELLULAR WATER METER PLAN; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT WORK; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Phase II Cellular Water Meter Plan and First Amendment to PSA with Badger Meter, Inc..DOCX](#)

[Exhibit A - Badger Meter Proposal Dated April 20, 2023"](#)

[Exhibit B - First Amendment - Badger Meter for Phase II Water Encoder Work.DOCX](#)

5B. Memorandum of Understanding between the Town of Surfside and the Fraternal Order of Police (FOP) Local 135 to be Consistent with the Ordinance under Agenda Item 4A1 - "Pension Ordinance Addressing Housekeeping Items and Technical Corrections". - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, REGARDING RETIREMENT BENEFITS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Approving MOU with FOP Retirement Benefits.DOCX](#)
[Exhibit A - FOP - MOU April 2023.pdf](#)

- 5C. Memorandum of Understanding Between the Town of Surfside and the American Federation of State, County, and Municipal Employees (AFSCME) Council 79 to be Consistent with the Ordinance under Agenda Item 4A1 - "Pension Ordinance Addressing Housekeeping Items and Technical Corrections" - Hector Gomez, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) REGARDING RETIREMENT BENEFITS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Approving MOU with AFSCME Retirement Benefits.DOCX](#)
[Exhibit A - AFSCME MOU.pdf](#)

- 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 - Hector Gomez, Town Manager
[2023-05 May Town Manager's Report.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. Capital Improvement Project Department - Hector Gomez, Town Manager

9B. Synthetic Turf in the Zoning Code - Hector Gomez, Town Manager

[Attachment A - Code Compliance Synthetic Turf Cases](#)

[Attachment B - Zoning Code Section on Synthetic Turf.docx](#)

[Attachment C - Code Compliance Synthetic Turf case photos](#)

10. Adjournment

Respectfully submitted,

Hector R. Gomez
Town Manager

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

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

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

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.



**Town of Surfside
Special Town Commission Meeting
MINUTES**

April 17, 2023

3:30 PM

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 3:31 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 Meisheid, Commissioner Fred Landsman and Commissioner Nelly Velasquez.

Also Present: Town Attorney Lillian Arango and Human Resources Director Yamileth Slate McCloud.

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

2.A Discussion and Selection of a New Town Manager

Mayor Danzinger thanked all the applicants and candidates that interviewed today. He spoke regarding what took place at the January 10th Commission Meeting regarding setting up a process for the hiring of a Town Manager. He also discussed the number of resumes that were received and the process of review, the short list and today's round robin interview process that took place. He stated that they interviewed four candidates. He spoke regarding the process that will take place today and the scoring system.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Jeff Zomper spoke against the town manager having a contract and the contract

works for the benefit of the candidate.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman thanked Human Resources Director Slate McCloud for the hard work she did with the recruitment process.

Commissioner Meischeid stated it was a great process they went through and it brought professional people to the table.

Commissioner Velasquez thanked Human Resources Director Slate McCloud for screening the 140 resumes received. She stated that putting out that large number of salaries brought about more candidates that applied for the position. She spoke regarding the candidates that were interviewed and thanked them. She stated it is important having someone that will be moving forward all the capital improvement projects that the Town has coming and for that person to continue to run the Town in a very healthy financial way.

Vice Mayor Rose thanked Human Resources Director Slate McCloud and the Town Clerks for the work being done and appreciates the candidates for their time as well.

Mayor Danzinger thanked the candidates and staff that went through the 140 resumes that brought forward some good candidates.

Town Clerk McCready explained what they will be doing now in ranking the candidates and Human Resources Director Slate McCloud will pick the sheets up and they will calculate the points.

Mayor Danzinger clarified that this is the Commission's process and there is nothing in the Charter that states what the process has to be and therefore it is up to the Commission.

Town Clerk McCready read the scores into the record. First Place, Hector Gomez, second place Thomas Hudka, third place is Christia Alou, fourth place is Quinn Robertson.

Town Attorney Arango asked for a motion appointing Hector Gomez as Town Manager and to direct the Town to negotiate a contract.

Commissioner Velasquez asked if they will be deciding on the salary now.

Mayor Danzinger stated that it will not be done now.

A motion was made by Vice Mayor Rose to appoint Hector Gomez as the Town Manager and for Mayor Danzinger and Town Attorney Arango to negotiate a contract with Mr. Gomez and bring it back to the Commission, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

3. Adjournment

There being no further business to discuss before the Commission a motion was made by Commissioner Landsman to adjourn the meeting at 3:47 p.m. 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
Regular Town Commission Meeting
MINUTES
April 18, 2023
7:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1A. Call to Order

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

Also Present: Town Attorney Lillian Arango.

1C. Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Mayor Danzinger recognized Commissioner Stern from the City of Aventura.

Mayor Danzinger reminded the Commission and the public of maintaining the decorum and the decorum statement.

Vice Mayor Rose thanked the public and spoke regarding there being a lot of first and second readings and would like to move the meetings from 7:00 p.m. to 6:00 p.m. and having it for the next three to four months because the agendas will be very long.

Commissioner Landsman welcomed everyone and congratulated Hector Gomez for being selected as the Town Manager. He stated we have a packed agenda and would like to move quickly.

Commissioner Meisheid congratulated Hector Gomez on his new position as Town

Manager. She spoke regarding the Miami Dade County Condominium Association and the special assessments.

Commissioner Velasquez thanked everyone for being here and congratulated Hector Gomez as the new Town Manager and hopes all the projects they have will move forward and the Town continues to grow.

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

Mayor Danzinger requested to move some items on the agenda and requested the below motions.

A motion was made by Commissioner Landsman to link item 1J (Undergrounding Powerlines Update), item 5D (HPF Associates, Inc. Contract Extension for Phase IIA for Undergrounding of Utilities) and item 9B (Undergrounding Utilities Project - Street Lighting Options), seconded Vice Mayor Rose. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to move item 4B1 (Pension Ordinance Addressing Housekeeping Items and Technical Corrections) before item 1J (Undergrounding Powerlines Update), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to move item 5C (Purchase of Integrated Technology System for the Police Department using existing Contract between Central Square and City of Plantation) to be heard after 1J (Undergrounding Powerlines Update), seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger congratulated Hector Gomez for being appointed as the new Town Manager. He spoke regarding the recent events that took place including the events being put together by the Tourist Board. He spoke regarding the Annual Pig Cook Off and the Town of Surfside Police Department and Town Clerk's Office for winning first place and they raised over \$10,000 for a cancer patient. He spoke regarding a Town employee that wanted to enjoy the beach chairs but felt that it was only for Town residents. He stated that all Town employees are family and can enjoy the same amenities as the residents. He spoke regarding a sanitation worker that was injured by a needle that was not properly disposed of and asked for the residents to dispose of those items properly. He spoke regarding the Town of Surfside Emergency Text Messaging system and encouraged everyone to sign up.

Chief Healy addressed some issues of having bicycles being stolen due to the owners not locking them up. He spoke regarding a partnering event with City of Miami Beach Police Department and they were able to identify the subject and he was arrested. He also spoke regarding pedestrian safety and the scooters all around Town. He also spoke regarding the Pig Cook Off and the great work the Town Clerk's Office did and the members of the police department that participated.

Mayor Danzinger stated that last month the Commission approved a proclamation

for Colorectal Cancer and they presented the proclamation to the City of Aventura Commissioner Stern.

1G. Presentation of the Government Finance Officers Association (GFOA) Award (Verbal) - Hector Gomez, Acting Town Manager

Town Manager Gomez introduced the item and the Town has received this award for the last two consecutive years.

1H. Municipal Clerks Week - Shlomo Danzinger, Mayor

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

Mayor Danzinger introduced the item and recognized Town Clerk Sandra McCreedy, Deputy Town Clerk Evelyn Herbello and Assistant to the Town Clerk Priscilla Krutules for their hard work and dedication. He read the proclamation into the record and presented it to the Town Clerk's Office.

[Municipal Clerk Week - April 2023.pdf](#)

[Municipal Clerk Week - Request - April 2023.pdf](#)

1I. Town Lobbyist Update - Hector Gomez, Acting Town Manager

Johnathan Kilman, Town Lobbyist provided an update on the Town's appropriations. He also spoke regarding some legislation coming forward.

Mayor Danzinger spoke regarding the fees that can be charged and the city to be able to regulate the fees on short term rentals.

Mr. Kilman addressed the comments made and provided clarification.

Commissioner Velasquez asked if there was anything regarding the undergrounding and is there any funding out there for the undergrounding.

Mr. Kilman stated that many local governments have declined to participate, and they will continue to engage with FPL to see how they could help. He stated that the conversations will not end but they will be working with the utility companies.

Mayor Danzinger spoke regarding the alleyways and that is a bit of money that will alleviate the residents.

Mr. Kilman stated the process is not over yet and they will continue to work on that.

Further discussion took place among the Commission and Mr. Kilman regarding the appropriations the Town currently has and he will continue to work on them.

1J. Undergrounding Powerlines Update - Hector Gomez, Acting Town Manager

This item was linked to item 5D (HPF Associates, Inc. Contract Extension for Phase IIA for Undergrounding of Utilities) and heard under item 5D (HPF Associates, Inc.

Contract Extension for Phase IIA for Undergrounding of Utilities).

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 the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the gym equipment.

Gerardo Vildostegui spoke in favor of item 3H (Education and Sharing Day).

Mayor Danzinger closed the floor to public comments.

Vice Mayor Rose made a point of information and spoke against what Ms. Salzhauer stated about residents being white trailer trash.

Mayor Danzinger responded to the misinformation regarding the gym equipment and item 3H (Education and Sharing Day) recognizes the work of one person and education.

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. Town Commission Meeting Minutes - Town Clerk Sandra N. McCready

Approved on consent.

[March 14, 2023 Special Town Commission Meeting Minutes.pdf](#)

[March 14, 2023 Regular Town Commission Meeting Minutes.pdf](#)

[March 21, 2023 Town Commission Budget Vision Workshop Meeting.pdf](#)

[April 4, 2023 Special Town Commission Meeting Minutes.pdf](#)

3B. Board and Committee Reports/Minutes

Approved on consent.

[2023-01-09 Tourist Board Meeting Minutes.pdf](#)

[2023-01-18 Charter Review Board Meeting Minutes.pdf](#)

[2023-01-23 Parks and Recreation Committee Meeting Minutes.pdf](#)

[2023-01-26 Planning and Zoning Board Meeting Minutes.pdf](#)
[2023-01-31 Joint Special Town Commission and Planning and Zoning Board Meeting Minutes.pdf](#)
[2023-02-06 Tourist Board Meeting Minutes.pdf](#)
[2023-02-08 Charter Review Board Meeting Minutes.pdf](#)
[2023-02-22 Charter Review Board Meeting Minutes.pdf](#)
[2023-02-23 Planning and Zoning Board Meeting Minutes.pdf](#)
[2023-03-08 Charter Review Board Meeting Minutes.pdf](#)
[2023-03-13 Tourist Board Meeting Minutes.pdf](#)

3C. Arbor Day Proclamation/Resolution Approval - Hector Gomez, Acting Town Manager

For the Town Commission to proclaim April 23, 2023, Arbor Day and to adopt the resolution.

Approved on consent.

[Proclamation Certificate Coins and Key to the Town Request Form 2023.doc](#)
[Resolution Arbor Day 2023.DOC](#)

3D. A Resolution of the Town Commission of the Town of Surfside, Florida, Approving a Fiscal Year 2023 Police Forfeiture Fund Expenditure for Police Gym Equipment - Hector Gomez, Acting Town Manager

Town Administration recommends the Town Commission approve the use of Forfeiture Funds in the amount of \$36,283.95 for the purchase of new gym equipment.

Approved on consent.

[Resolution Approving Police Forfeiture Funds 2023.DOCX](#)

3E. Authorization to Purchase Through Piggyback from Alliance Matrix National Purchase Agreement Police Gym Equipment. - Hector Gomez, Acting Town Manager

Town Administration recommends the Town Commission approve the use of Forfeiture Funds in the amount of \$36,283.95 for the purchase of new gym equipment through Alliance Matrix National Cooperate Purchasing Agreement contract provided in Exhibit A.

Approved on consent.

[Resolution Approving the Purchase of Fitness Equipment.DOCX](#)

[Exhibit A - Gym Equipment National Cooperative Purchasing Alliance Matrix Fitness Contract](#)

[Exhibit B - Gym Equipment Matrix Fitness Quote](#)

[Exhibit C - Gym Equipment Quote Rogue Fitness](#)

3F. Approving and Authorizing the Expenditure of \$59,657.00 to Convert the

Police Department Sallyport to a Town Employee Gym and Training Facility -
Hector Gomez, Acting Town Manager

Town Administration is seeking Authorization to expend a not to exceed the amount of \$59,657, toward the conversion of the current sallyport to an employee Gym and Training Center.

Approved on consent.

[Resolution Authorizing Expenditure of Funds for Gym Facility Project.DOCX](#)

3G. FY 2023 Budget Amendment Resolution No. 6 - Hector Gomez, Acting Town Manager

Town Administration recommends approval of this resolution.

Approved on consent.

[Resolution Approving Budget Amend No. 6.DOCX](#)

[Attachment A - FY2023 Budget Amendment No. 6.pdf](#)

3H. Education and Sharing Day - Shlomo Danzinger, Mayor

For the commission to approve the resolution as submitted recognizing the importance of a moral and ethical education for our children.

Approved on consent.

[Education & Sharing Day - April 2023.pdf](#)

[Education & Sharing Day - Request - April 2023.pdf](#)

3I. Authorization to Approve the Purchase and Installation of Turtle Friendly Solar Bollards Along the Hardpack for Maintenance and Safety as Part of Phase II - Hector Gomez, Acting Town Manager

Town Administration is seeking Town Commission approval to expend a total of \$ 285,626.00 with First Light Technologies, Inc. and install Phase II bollard lighting on the beach hardpack.

Approved on consent.

[Attachment A- Sole Source.pdf](#)

[Resolution Approving Solar Bollards Purchase for Phase 2.DOCX](#)

[Exhibit A - Phase II Quote - 200 PLB-AMB-BLS.pdf](#)

4. Ordinances

Second Reading

4A1. Accessory Structures in Waterfront Lots in the H30A Zoning District - Hector Gomez, Acting Town Manager

As approved at the joint meeting of the Town Commission and the Planning and Zoning Board held on January 31st, 2023, Staff recommends amending the Zoning

Code to allow for limited accessory structures in the waterfront setback area in the H30A zoning district. The suggested limitations are:

- For H30A properties on Point Lake, an accessory structure may be constructed no closer than 10 feet from the sea wall and may include an enclosed building of up to 2% of the lot area within the setback set forth in Section 90-48.3.
- For H30A properties on any other water body, an accessory structure may be constructed no closer than 15 feet from the sea wall and may include an enclosed building of up to 200 square feet within the setback set forth in Section 90-48.3. Accessory buildings and structures shall be limited by this section and the allowable lot coverage.

This Ordinance also clarified that the two types of waterfront properties in the H30A Zoning district are properties on Point Lake and all others, including Biscayne Bay and Indian Creek.

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

Town Manager Gomez introduced the item and Town Planner Frankel.

Commissioner Velasquez suggested to reduce this from 200 square feet to 100 square feet and does not understand why the room needs to be that large.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer stated that setbacks are to be preserved and spoke against this item.

Mayor Danzinger closed the floor to public comments.

Vice Mayor Rose stated that prior to them they had accessory structures.

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

[Ordinance Amending 90-48.3 and 90-54.1 Accessory Structures Waterfront Lots H30A - Second Reading](#)

4A2. Zoning Code Correction: Definitions of "Setback" and "Yard" - Hector Gomez, Acting Town Manager

As approved at the Joint Town Commission and Planning and Zoning Board meeting on January 31st, 2023, staff recommends that the definitions of "Setback" and "Yard" in Section 90-2 ("Definitions") be amended as set forth in the attached Ordinance for first reading to clarify and reflect that the terms are synonymous and equivalent terms for the purposes of the Zoning Code and interpretation.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

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

[Ordinance Amending 90-2 \(Definitions\) Setback and Yard - Second Reading](#)

4A3. Zoning Code Correction: Deletion of references to Gross Density and Gross Lot Area. - Hector Gomez, Acting Town Manager

As discussed at the January 31st, 2023, Joint meeting of the Town Commission and the Planning and Zoning Board, staff recommends deleting the term "gross" from three 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.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

A motion was made by Commissioner Landsman to approve the ordinance on second reading, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Ordinance Amending 90-2 \(Definitions\), 90-45.1 \(Aggregation of Lots\) and 90-86.2 \(Landscape Permit\) to Delete reference to Gross - Second Reading](#)
[Attachment A - Gross Acre in the Zoning Code](#)

4A4. Obstruction of Public Right-Of-Way Prohibited - Lilian Arango, Town Attorney

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

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

Gerardo Vildostegui spoke against the ordinance.
Ben Jacobson spoke in favor of the ordinance.

Mayor Danzinger closed the floor to public comments.

Commissioner Velasquez asked if this is Town wide and if someone parks their basketball court on the street would that be obstruction and would they have to move it.

Mayor Danzinger stated it is Town wide.

Commissioner Meischeid asked if the Town is protected through this ordinance.

Town Attorney Arango stated as drafted this ordinance is defensible and cannot state that someone will not sue. She explained the reason why this ordinance, as written is defensible. She stated that the key is the enforceability of this ordinance and needs to be done across the board.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
[Ordinance - Obstruction of Public Right-of-Way Prohibited - Second Reading](#)

4A5. Ordinance - Public Urination and Defecation Prohibited - Lilian Arango, Town Attorney

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

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer thanked them for bringing this before them.

Victor May spoke on the item and if there are facilities for individuals to urinate.

Gerardo Vildostegui stated that he opposes it because he is anticruelty and believes it is inhumane.

Mayor Danzinger closed the floor to public comments.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
[Ordinance Public Urination and Defecation Prohibited - Second Reading](#)

First Reading

4B1. Pension Ordinance Addressing Housekeeping Items and Technical Corrections - Hector Gomez, Acting Town Manager

It is requested that the Commission approve the proposed Pension Ordinance. The outside professionals employed by the Pension Board are available to answer any questions.

This item was moved to be heard before item 1J (Undergrounding Powerlines Update).

Town Manager Gomez introduced the item and stated that there are ambiguities that need to be addressed. He introduced Gary Golding, the Chair of the Pension Board, Adam Levinson, Pension Attorney and Shelly Jones, Actuary. He explained what the DROP program is and how it benefits the Town and the employees. He explained the ambiguity of the ordinance as it pertains to this DROP and there are several employees that are affected due to this ambiguity. He also addressed some other ambiguities that they uncovered.

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

Mayor Danzinger stated that they need more data and requested it should be deferred.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Jeff Zomper spoke regarding his concern the language change will result in cost change. He stated it would be prudent to go back and confirm that the only item that has a cost associated with it is the vested terminated employees.

Mayor Danzinger closed the floor to public comments.

Shelly Jones, GRS Actuary spoke regarding the calculations and they do take into account salary increases.

Discussion took place among the Commission, Ms. Jones and Mr. Levinson regarding the actuary, what took place in 2020, the study that took place and what was analyzed. Mr. Levinson further explained the changes being requested and how the retirement and age appropriation would work.

Commissioner Velasquez asked if the person would stay till age 55 they wouldn't have to wait to 65 to collect. She stated she does not see the reason to take out the 65 marker if it is only affecting them if they want to leave before 55.

Mr. Levinson responded to Commissioner Velasquez and stated that it forces them to stay to 55. He stated this change gives the employee flexibility.

Mayor Danzinger stated that the documentation provided is not adequate and would like more information and asked how long it would take to receive additional financial information.

Ms. Jones stated that they are currently working on the 2022 actuarial calculations and can give them a more updated number once they are finished. She stated that the Pension Board has to approve it before updating it. The Board meets May 10th and they will request 60 days to be able to perform their study.

Mayor Danzinger would like this to come back in 90 days.

Vice Mayor Rose stated that he was at the January 2020 meeting and he spoke with former Mayor Dietch and he wanted clarification from him to see their mindset at that time. He sees this as a cleanup of the ambiguity and is fine moving forward with this as written and it should not be something to be debating.

Commissioner Velasquez stated that the employees made a commitment to stay until they are 55 and does not see a reason for lowering this because they have to wait an additional year.

Vice Mayor Rose stated that the way this item is written is to clear up the ambiguity and not to change it.

Mr. Levinson clarified to the Commission what they are trying to do here and provided some observations. He stated this is a technical correction ordinance.

After a lengthy discussion regarding the service time and retirement age among the Commission, Mr. Levinson and Ms. Jones the following motion was made.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to approve the item as written without the section of early retirement (page 4, lines 127 through 130) and defer the section (page 4, lines 127 through 130) for 90 days , seconded by Commissioner Velasquez. The motion carried with a 4-1 vote with Vice Mayor Rose voting in opposition.

Adam Levinson welcomed Town Manager Hector Gomez to the Pension Board. He stated that it should be stated exactly what section they are referring to which is page 4 lines 127 through 130. He spoke regarding the financial impact of that section. He stated that they could ask specific questions from the actuary. He continued explaining how the actuary work is done.

[Attachment A - Actuarial Study.pdf](#)
[Retirement Plan Ordinance.DOCX](#)

**4B2. Amendment of Election Qualifying Dates Due to the March 19, 2024
Presidential Preference Primary - Sandra N. McCready, MMC, Town Clerk**

Town Administration recommends approval of this ordinance to adhere to the State's and Miami-Dade County's 2024 Election Schedule.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer spoke on the item.

Mayor Danzinger closed the floor to public comments.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

[Attachment A - Miami-Dade County Ballot Issue Deadlines - 2024.pdf](#)

[Ordinance Amending Qualifying Dates.docx](#)

4B3. Zoning Code Correction - Roof Deck Stairway Height - Hector Gomez, Acting Town Manager

Staff recommends that roof deck stair railings be permitted to extend above the maximum roof height for the zoning district as provided in Sec. 90-44. (See Attachment A) Specifically, Sec. 90-50.2 should be amended to allow roof deck stair railings in the H30A and H30B districts to extend above the roofline in accordance with the restrictions set out in Sec. 90-44.

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

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

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

George Kousoulas stated that this ordinance needs to go back for review because this ordinance only fixes one thing.

Mayor Danzinger closed the floor to public comments.

Town Attorney Arango stated improvements to subsection 7, line 98-99, where it states all other rooftop elements related to rooftop functions must adhere to the height limitations of Section 90-44, except where the Florida Building Code requires a different requirement and shall not be limited to any percentage of the roof.

Town Manager Gomez stated the verbiage does address the comments and recommendations by the Town Commission.

Town Planner Frankel provided a summary of the item and provided explanation of the changes.

A motion was made by Vice Mayor Rose to extend the meeting for one hour at 11:06 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Town Attorney Arango explained that the changes will appear at the second reading of this ordinance.

Commissioner Landsman stated that this does not change what is allowed on a rooftop.

Town Planner Frankel stated correct.

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

[Ordinance Amending Sec. 90-50.2 Roof Deck Provisions - First Reading](#)
[Roof_Stair_Stairs_Limitations in the Zoning Code](#)

4B4. Zoning Code Correction: Adjustment to Secondary Frontage Setbacks in H120 - Acting Town Manger Hector Gomez

Staff recommends that the Town Commission modify the applicability of secondary frontage setbacks.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the item.

Gerardo Vildostegui spoke against the item.

Pablo Langesfeld asked if this ordinance is just for Champlain Towers South and if so why they are not helping to have the memorial.

Mayor Danzinger closed the floor to public comments.

Commissioner Velasquez stated that she has not been able to have an opportunity to see the impact and would like to defer this item so she can do so.

Commissioner Meischeid agrees with the deferral. She stated she is uncomfortable with this item and believes it is a very specific ordinance for a specific property.

Town Attorney Arango stated she does not know which exact properties would benefit from this and possibly they should ask the Town Manager.

Town Manager Gomez addressed the comment made and 8777 Collins Avenue would fall under this ordinance.

Commissioner Meischeid asked if this would be a benefit to them.

Town Manager Gomez stated he cannot speak for the developer.

Town Attorney Arango clarified this is not a zoning change, this is not spot zoning and not made for a specific property.

Commissioner Landsman stated that this is one like others in the community that may be affected. He stated that Miami Beach owned a piece of property between them and Surfside and they made the decision in changing the street to an easement which affected the Town with the ability of using that street. He stated this may correct something that Miami Beach should not have done.

Vice Mayor Rose agrees with Commissioner Landsman that Miami Beach dictated what we should be able to do. He spoke regarding what streets it affects including Carlyle on the ocean and spoke regarding the other properties that it would affect, and it cleans up some of the zoning ambiguities. He is comfortable moving forward.

Mayor Danzinger stated this item came up with the zoning code review and this is an effort to clarify the ambiguity and would like to see what this is going to affect in Town in a comprehensive level.

Commissioner Landsman would prefer a deferral for staff to come back with more detail and information.

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

Commissioner Landsman withdrew his second.

A motion was made by Vice Mayor Rose to defer this item in order for staff to come back with more information, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Ordinance Amending Sec. 90-48 - Secondary Frontage Setbacks in H120- First Reading](#)

[Attachment A: Modification of side and rear yard regulations](#)

4B5. Zoning Code Correction: Front Setback Standards - 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 occurs now due to the restriction in the same code section that no more than 50% of the front yard may be paved.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger asked Town Planner Frankel for clarification which she addressed.

Town Attorney Arango addressed the comments made by the Mayor regarding specificity of the type of landscape material.

Mayor Danzinger would like clarification of the landscape material when it comes back for second reading.

After a lengthy discussion by the Commission and staff, the following motion was

made.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading and have the Town figure out how to incorporate items that compliment landscaping, seconded by Commissioner Landsman.

Vice Mayor Rose revised his motion to read as follows.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading and to further define the 25%, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

[Ordinance Amending Sec. 90-61 - Setback Paving Standards - First Reading Attachment A: Front Yard Restrictions](#)

4B6. Stormwater Management Regulatory Mechanism for Enforcement - Hector Gomez, Acting Town Manager

The Town Attorney is drafting legal documentation. This is a place holder. To be updated later.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer supports the item.

Victor May spoke against the item.

Mayor Danzinger closed the floor to public comments.

A motion was made by Commissioner Landsman to approve the ordinance on first reading, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

[Ordinance Stormwater Compliance.DOCX](#)

5. Resolutions and Proclamations

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

5A. Landscape Architectural Services for the Tennis Center Recreation Building Design Phase - Hector Gomez, Acting Town Manager

Town Administration is seeking Town Commission Approval to expend and not to exceed amount of \$48,555.00 for the Corradino Group professional services to provide Landscape architectural services for the Tennis Center Recreation Building

A motion was made by Vice Mayor Rose to extend the meeting for 30 minutes at 12:05 a.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

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

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Town Manager Gomez introduced the item.

Discussion took place among the Commission and Town Manager regarding the item.

Town Manager Gomez responded to their comments.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

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

A motion was made by Vice Mayor Rose to extend the meeting for 30 minutes at 12:30 a.m., seconded by Mayor Danzinger. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

[Resolution Approving Project Agreement w Corradino for Tennis Center Landscape Architecture](#)

[Exhibit A - Project Agreement - Corradino Group Landscape Architecture Tennis Recreation Center.DOCX](#)

[Exhibit 1 to Project Agreement - "Corradino Group Proposal Dated March 30 2023"](#)

5B. Construction Phase Design and Architectural Services 96th Street Park -
Hector Gomez, Acting Town Manager

Town Administration is requesting approval from Town Commission to expend in the amount of \$136,820 for the Design/Architectural Services during the construction phase of the 96th St Park.

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

Town Manager Gomez introduced the item.

A motion was made by Commissioner Velasquez for purposes of discussion, seconded by Commissioner Meischeid.

Commissioner Velasquez spoke regarding the item and stated that they have not brought proof of what is being done and it should be looked at in detail. She stated that she wants proof of what is being done.

Vice Mayor Rose spoke regarding the item and the meeting that took place in the past regarding this project and this contractor.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated if this is true that the original work that was delivered is different from what is being presented, it is not correct and now they are being asked to pay more money.

Town Manager Gomez addressed the comments made.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Meisheid. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition. Commissioner Velasquez immediately changed her vote to yes after roll call. The motion carried with a 5-0 vote.

[Attachment A - Savino Miller Design Studio Proposal Dated March 13 2023](#)

[Resolution Approving Additional Services Construction Phase Savino Miller for 96th Street.DOCX](#)

5C. Purchase of Integrated Technology System for the Police Department using existing Contract between Central Square and City of Plantation.

- Hector Gomez, Acting Town Manager

Town staff is seeking Town Commission approval to authorize a piggyback contract with Central Square for Integrated Technology System for the Police Department. and authorize a not to exceed expenditure of \$231,273.05 for integrated technology systems.

This item was heard before item 1J (Undergrounding Powerlines Update).

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

Mayor Danzinger explained that this was heard before and it is here before them again because the staff was able to save over \$250,000.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

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

[Attachment A - Software License & Service Agreement - Central Square Technologies](#)

[Attachment B - Subscription Service License & Use Agreement - Central Square Technologies](#)

[Attachment C - Community Data Platform Membership Program Agreement.docx](#)

[Attachment D - Plantation PD Subscription vs. Surfside PD Hybrid3.13.pdf](#)

[Reso Approving Purchase of CAD System for Police and Electronic Citation and Vehicle Printers.DOCX](#)

[Exhibit A - Surfside Hybrid Quote.pdf](#)

[Exhibit B - Piggyback Agreement - Central Square - CAD System Purchase.DOCX](#)

[Exhibit C - Surfside PD FL - LexisNexis E Citation Quote_2 yr Mar 2023.pdf](#)

[Exhibit D - CDW Printer Quote](#)

5D. HPF Associates, Inc. Contract Extension for Phase IIA for Undergrounding of Utilities - Hector Gomez, Acting Town Manager

HPF Associates, Inc. is seeking the Town Commission approve Phase IIA professional services contract amendment and a not to exceed total of \$174,0115.00 towards the continued coordination of the design phase of the Utilities Undergrounding Project.

This item was linked with item 1J (Undergrounding Powerlines Update).

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

Town Manager Gomez introduced the item and Mr. Paul Abbott who is the consultant working on the project.

Mr. Abbott provided a presentation of the item.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Victor May

Gerardo Vildostegui

George Kousoulas

Mayor Danzinger closed the floor to public comments.

The Commission asked Mr. Abbott questions regarding the light structures, if they are hardwired or LED powered, the lighting levels as well as the location of the lights.

Mr. Abbott addressed the comments made by the Commission.

Town Manager Gomez addressed the concerns of the Commission that includes the

increase in cost for additional fixtures.

Commissioner Velasquez likes fixture numbers 1 and 2

Commissioner Landsman likes fixture numbers 3 and 1

Mayor Danzinger likes fixture numbers 3 and 1

Vice Mayor Rose likes fixture numbers 3 and 6.

Commissioner Meischeid does not like any of the designs.

Mr. Abbott suggested having two design fixtures and they may not be wired but you can see the design and in the proper scale.

A motion was made by Vice Mayor Rose to move forward with light fixture number 3, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Meischeid voting in opposition.

Town Manager Gomez introduced the extension of the contract for HPF Associates.

Discussion took place among the Commission and Mr. Abbott regarding the scope of service on the contract, the monthly report and the cost of the project.

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

[Resolution Approving Second Amendment to HPF Associates PSA.DOCX](#)

[Second Amendment to HPF Associates PSA.DOCX](#)

[Exhibit A to the Second Amendment.pdf](#)

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 comments.

The following individuals from the public spoke:

Victor May requested to only give the Town Manager a contract for 6 months until the next election. He spoke regarding the park being under construction.

Martin Langesfeld spoke regarding needing a memorial on 88th Street and the developers should know that the land comes at the cost of 98 lives.

Eliana Salzhauer spoke regarding the commission being in a hurry to do projects but not in a hurry as to why the building collapsed and then finding out what happened. She spoke regarding residents to be entitled to speak the full 3 minutes.

Adam Dash spoke regarding the tot lot and the security cameras that are pointing straight into this windows and does not want the camera pointing into his house. He spoke regarding being a victim of multiple crimes and the police have identified the criminals.

Gerardo Vildostegui spoke regarding June and Gay Pride Month and raised two requests

to raise the flag and how it will be done. He stated that this was ordinary things that happened in the past.

Ben Jacobson congratulated Hector Gomez as being appointed as the new Town Manager and you can see the difference between the old administration and what he has been doing. He has made sure the Town is moving forward and things are getting done.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger responded to Victor May and the 6 month contract for the Town Manager and the Town Manager should not be tied to their election. The account he stated was in red is not all the accounts and it was only the water account and that has been addressed. He addressed the comment made by Mr. Lagesfeld and they cannot get on the property and Mr. Gomez asked and they have not allowed it. It is currently a construction site and unsafe. He stated the investigation is still moving forward and as they ultimately discussed, Mr. Kilsheimer is involved, and they depend on NIST. He has asked NIST to come down and they continue to pursue that. He discussed the process of the Town Manager hiring and everything that was in the public was in the public and addressed the misinformation from Ms. Salzhauer. He addressed Mr. Dash's concern and he looked at it and the camera is not facing his home and he addressed the investigation and stated that the police department is still investigating. He addressed the comments made by Mr. Vildostegui as it pertains to the gay pride. He stated that the priority is the CTS memorial.

Vice Mayor Rose responded to Victor May and a lot of people that have spoken against it are now enjoying the beach chairs. He addressed Mr. Lagesfeld and it is private property now. He addressed Mr. Lagesfeld's comments regarding the investigation and they will move forward once they get the funding from the State. He addressed Ms. Salzhauer's comments made and they are staying focused on getting things done. He addressed Mr. Dash and he looked at it and the camera is not facing his home. He stated that he is comfortable with the pride flag and the Town Manager is looking into it. He stated that what this commission did was they had a debate about it and not like the other commission which just told the Town Manager what to do.

Commissioner Landsman stated that they are confident they will have an event commemorating the honoring of lives lost. He asked for the Town Manager to raise the pride flag in June. He addressed the misinformation of Ms. Salzhauer.

The rest of the commission addressed the comments made by the public speakers.

A motion was made by Vice Mayor Rose to take a 5 minute recess at 8:55 p.m., seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

The meeting reconvened at 9:13 p.m, with all the members of the commission present.

Commissioner Velasquez apologized to Mayor Danzinger, Vice Mayor Rose and Commissioner Meisheid because she misunderstood what was said and it was the pride flag and not pride month.

7. Town Manager and Town Attorney Reports

7A. Town Manager's Report - Hector Gomez, Acting Town Manager

Town Manager Gomez provided his Town Manager's Report.

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

[2023-04 April Town Manager's Report.pdf](#)

7B. Town Attorney's Report - Lilian Arango, Town Attorney

Town Attorney Arango provided his Town Attorney's Report and update on all litigation matters.

A motion was made by Commissioner Landsman to approve the Town Attorney's Report, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

[Town Attorney Report.DOCX](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Miami-Dade County League of Cities Director and Alternate Director Designation - Sandra N. McCreedy, MMC, Town Clerk

For the Town Commission to appoint a Director and an alternate Director to the Miami Dade County League of Cities Board.

Town Manager Gomez introduced the item.

Mayor Danzinger stated that he has been the designee and would like to designate himself again which allows him to continue attending the meetings.

A motion was made by Commissioner Meisheid to appoint Mayor Danzinger as the designee, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

A motion was made by Commissioner Landsman to appoint Vice Mayor Rose as the alternate designee, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

[Attachment "A" - Miami Dade League of Cities email.pdf](#)

9B. Undergrounding Utilities Project - Street Lighting Options - Hector Gomez, Acting Town Manager

For the Town Commission to discuss and select one of six street lighting options presented for incorporation into the utilities undergrounding project.

This item was linked to item 1J (Undergrounding Powerlines Update) and heard under item 5D (HPF Associates, Inc. Contract Extension for Phase IIA for Undergrounding of Utilities).

[Attachment "A" - Street Light Options.pdf](#)

9C. Special Meeting Request to Address Recent Adoption of SB102 and HB627 - Shlomo Danzinger, Mayor

For the commission to approve a special meeting to analyze and address potential impacts from the recently enacted Senate Bill 102 and House Bill 627, which may impact Surfside's height and density restrictions in specific zones under certain circumstances. These bills may have a significant impact on the character of our community and could overburden public infrastructure and roads.

Mayor Danzinger introduced the item and spoke regarding having a special meeting to discuss these two bills.

A motion was made by Vice Mayor Rose to schedule a special meeting to discuss SB102 and HB627, seconded Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

George Kousoulas and spoke regarding item 9D (H120 Zoning Restaurants in Condos).

Eliana Salzhauer spoke against item 9D (H120 Zoning Restaurants in Condos).

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger spoke regarding what can and cannot be done with this bill.

Vice Mayor Rose asked Town Attorney Arango what time frame she would need to be able to get the information on these bills to be able to schedule the special meeting.

Town Attorney Arango stated she would need about 2 weeks.

A motion was made by Vice Mayor Rose to extend the meeting 10 minutes at 1:03 a.m. (April 19, 2023), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

9D. H120 Zoning Restaurants in Condos - Jeff Rose, Vice Mayor

For the Town Commission to adopt new language not requiring hotel use to be affiliated with a restaurant in the H120 zoning district.

Vice Mayor Rose introduced the item. He stated that he wants the zoning to stay the same and have the Town Attorney look into how this could be allowed as a conditional use with restrictions and go before the Planning and Zoning Board and Town Commission.

A motion was made by Vice Mayor Rose for the Town Attorney to come back with language adding not requiring the hotel use, seconded by Commissioner Meischeid.

Commissioner Landsman asked if anyone would want this in their building, but a new building could be a good conditional use for the new building and nice feature for future developments.

Mayor Danzinger thanked Vice Mayor Rose for bringing this forward and has seen the residents enjoying the hotels.

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

A motion was made by Vice Mayor Rose to start the upcoming meetings at 6:00 p.m. subject to the Town Attorney checking if the Charter gives that flexibility, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Landsman to adjourn the meeting at 1:11 a.m. (April 19, 2023), 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
Parks and Recreation Committee
MINUTES
February 27, 2023
5:30 PM
Community Center Fish Bowl**

1. Call to Order/Roll Call

The meeting was called to order by Chair Logan at 5:32 p.m.

2. Agenda and Order of Business

The following members were present: Chair Retta Logan, Vice Chair Frank MacBride, Jr., Committee Member Marta Olchyk, and Committee Member Becky Manuel.

Absent: Committee Member Christopher Cook.

Also Present: Commission Liaison Vice Mayor Jeff Rose, Mayor Shlomo Danzinger, Acting Town Manager Hector Gomez and Parks and Recreation Director Tim Milian.

3. Commission Liaison Report

Commission Liaison Vice Mayor Rose stated he had no Commission Liaison Report to give but will relay to the Commission any information the Committee would like them to consider.

4. Approval of Minutes

4.A January 23, 2023 Parks and Recreation Committee Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Vice Chair MacBride to approve the January 23, 2023 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Olchyk. The motion carried with a 4-0 vote.

[January 23, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)

5. Discussion Items

5.A 96th Street Park Update - Parks and Recreation Director Tim Milian - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update on the project. He stated the heavy equipment was delivered and the demolition of the building has started.

Minutes
Parks and Recreation Committee
Monday, February 27, 2023

Chair Logan asked how long the demolition would take.

Parks and Recreation Director Milian stated it would take approximately 3 days. He stated that they have done some preliminary work on the scene and behind the scenes. He stated that they are still on course for the January date.

5.B Lifeguard Towers and Staffing of Beach - Parks and Recreation Director Tim Milian - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian introduced the item and stated that this has been discussed in the past. He turned it over to Mayor Danzinger to present the item.

Mayor Danzinger spoke regarding the item. He stated that he received several emails regarding the danger that is being presented on the beach with visitors not knowing how to swim and going into the water. He stated that he thought of bringing it back to the Committee to see if this is something that is feasible and attainable and this is something that the residents might be requesting.

Chair Logan opened the floor to public comments.

The following individual from the public spoke:

Matilda Anhalt spoke regarding an incident that occurred in the beach and there not being a lifeguard available to assist the individual. She suggested having more flags and signs at the hotels and condominiums to help educate residents and guests.

Chair Logan closed the floor to public comments.

Parks and Recreation Director Milian stated he puts the information on the flags, lifeguard stands and through the Gazette that goes out every month. It might not be a bad idea to put that they can communicate with the lifeguard stand on 93rd Street. He stated that the lifeguards do patrol the beach and they double up the guard stand during yellow and red conditions. He stated there are measures in place and the lifeguards are very proactive. He continued advising Ms. Anhalt regarding the process and procedures they have in place.

Vice Chair MacBride asked Parks and Recreation Director Milian regarding the cost for the additional lifeguard and training. He stated that all municipalities have the same issue of maintaining lifeguards on staff.

Parks and Recreation Director Milian addressed the comments made by Vice Chair MacBride.

A lengthy discussion took place among the Committee Members, staff and Ms. Anhalt regarding the safety measures that should take place among the fact that the common sense of the individual comes into play as well.

Chair Logan stated that part of the problem is the salary that is being paid to these lifeguards and then they leave to other municipalities that pay them more.

Mayor Danzinger suggested possibly having the lifeguards commit to a certain amount of years of service to the Town before leaving. If they do, then they have to reimburse the Town for the training.

Parks and Recreation Director Milian stated that since they are now part of the union it makes it harder to do that and it would then become a bargaining item.

Commissioner Olchyk spoke regarding the issue they had in the past that the hotels did not want to provide the funding for a lifeguard.

Parks and Recreation Director Milian stated that he will work with Tourism and Communications Director Trigueros on having educational sessions with the hotels and condominiums in possibly having signs and flags with the risks of the day that could be present on the beach.

5.C Spring Programs Update - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update on the item. He stated that Spring Camp will begin on March 20 through March 24 and it will TNT running the Spring Adventure Camp, which is the same group that ran the Winter Camp. He stated that the YMCA signed the agreement and they will be taking over the Summer Camp and fall afterschool program. He will build into their agreement that they can use their staff for other events.

Chair Logan asked if he had any signups for the Spring Camp.

Parks and Recreation Director Milian stated he has. He stated that the programs will run through the Town. He stated that they moved their Spring Egg Hunt to the Community Center and it will be held on April 2 from 10 am to 1 pm and it will be in the water playground and the greenspace. He spoke regarding Baynanza which will be April 15 at 8 am and that is run by Miami Dade County and will be held at the Community Center. He stated they will have their Annual Earth Day on April 22, 2023 from 10:00 a.m. to 12:00 p.m.

6. Public Comments

There were no public comments.

Vice Chair MacBride asked regarding the junior lifeguard program.

Mayor Danzinger asked how long the lifeguard program runs. He suggested putting the information out to the schools to see if there are any students interested.

Parks and Recreation Director Milian addressed the comment made and provided information on the program.

7. Next Meeting Date

7.A Next Meeting Date: March 20, 2023 at 5:30 p.m. - Deputy Town Clerk Evelyn Herbello

Committee Members stated that is Spring Break week and Vice Chair MacBride, Committee Member Manuel and Chair Logan would not be able to attend the March 20, 2023 meeting.

A motion was made by Committee Member Manuel to forego the March 20, 2023 meeting and have the next meeting on April 17, 2023 at 5:30 p.m., seconded by Committee Member Olchyk. The motion carried with a 4-0 vote.

8. Adjournment

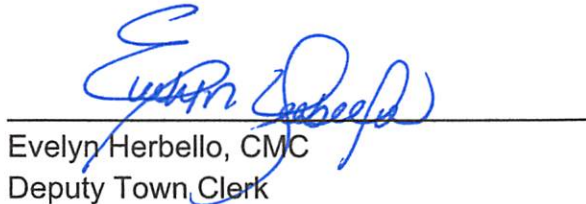
There being no further business to discuss before this Committee, a motion was made by Vice Chair MacBride to adjourn the meeting at 6:14 p.m., seconded by Committee Member Manuel. The motion carried with a 4-0 vote.

Respectfully submitted,

Accepted this 17th day of April, 2023.


Retta Logan, Chair

Attest:


Evelyn Herbello, CMC
Deputy Town Clerk



**Town of Surfside
Charter Review Board
MINUTES
March 8, 2023
5:30 PM
Commission Chambers**

1. Call to Order

Vice Chair Swedroe called the meeting to order at 5:36 p.m.

2. Roll Call of Members

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

Present: Vice Chair Laurie Swedroe, Board Member Peter Zuckerman, and Board Member Ezequiel Singer.

Absent: Chair Ben Jacobson and Board Member Ruben Bravo.

Also Present: Commission Liaison Commissioner Marianne Meischeid, Commissioner Fred Landsman, Acting Town Manager Hector Gomez, Town Attorney Lillian Arango and Town Attorney Roger Pou.

3. Public Comments

Vice Chair Swedroe opened the floor to public comments.

The following individuals from the public spoke:

George Kousoulas spoke regarding Article 4 and the portion that was repealed and what is the most efficient way to address those sections.

Marisol Barriga-Krasner spoke regarding having this meeting video recorded and why there is no transparency.

Victor May spoke regarding the salary of the elected officials.

Vice Chair Swedroe closed the floor to public comments.

4. Approval of Minutes

4A. February 22, 2023 Charter Review Board Meeting Minutes - Town Clerk Sandra McCready

A motion was made by Board Member Zuckerman to approve the February 22, 2023 Charter Review Board Meeting Minutes, seconded by Board Member Singer. The motion carried with a 3-0 vote.

[February 22, 2023 Charter Review Board Meeting Minutes.pdf](#)

5. Discussion Items

Town Attorney Arango provided an overview of tonight's meeting and articles that will be discussed.

5A. Article IV. - Annual Budget and Tax Levy

Vice Chair Swedroe asked if there were any comments on this section.

Board Member Zuckerman stated that everything in this section is repealed.

Town Attorney Arango provided a summary, an overview and history of this Article. She explained how this section was repealed and a lot of this is from the 1960s and those old charter provisions prior to the home rule act have been nullified and repealed. She stated a way of cleaning that section. She spoke regarding the budget adoption process which is set and preempted by Florida Statutes and the State of Florida. She spoke regarding Section 60 and how it appears inconsistent with state law. She addressed Section 70 and that is also preempted by the State and uniformed and controlled by the State which is applicable. She explained how some cities have cleaned up the inconsistencies. She stated that there could be a question to the voters as part of the charter reform. She stated that you will also need a text amendment showing what is being stricken and being amended.

Vice Chair Swedroe asked if there are historical documents and if other cities have done this.

Town Attorney Arango stated that other cities have done it and Surfside has not addressed those provisions that have to be repealed. She explained the process and stated it is not required to take the remedial action and continue referring to the references.

Vice Chair Swedroe stated it does seem very confusing and should be cleaned up.

Board Member Singer stated that they should make those revisions.

Board Member Zuckerman stated that they should make those revisions.

Town Attorney Arango stated that if any section is in violation of State law then the State law conforms.

Vice Chair Swedroe stated that they are recommending to the Commission to make these revisions to clean the charter.

Town Attorney Arango explained how they would go about making these changes.

Board Member Zuckerman asked if the information is found somewhere else.

Town Attorney Arango stated it is governed by the State and the County.

Acting Town Manager Gomez stated he invited Finance Director Javier Collazo to be here to answer any questions.

Board Member Singer asked if there is anything there that would help him and his department.

Finance Director Collazo stated that they do not use it because they have to follow State Statute.

Board Member Zuckerman stated that they should strike anything that is not being used.

Further discussion took place among the Board and staff regarding the confusion on this portion of the charter and the revisions that need to be made.

A motion was made by Board Member Zuckerman to remove all of out of date provisions repealed and nullified pursuant to Florida Statutes Section 166.021 and preempted by state law, seconded by Board Member Singer. The motion carried with a 3-0 vote.

Town Attorney Arango explained Article IV Section 69A, Resort Tax.

Board Member Singer asked if that section could be changed or repealed and if they leave that language is there a difference if the State removes that tax if they keep this section would it give them some form of protection.

Town Attorney Arango stated that is the language in that special act. She stated that the State would take control.

Board Member Zuckerman asked if this is something that would make sense to remove from the charter.

Town Attorney Arango stated that for this section you would need a specific ballot question.

Town Attorney Pou stated that would be besides those sections that have been repealed or superseded.

Board Member Zuckerman stated they should not touch or address this section. He asked if Section 68 has been repealed.

Town Attorney Arango explained Section 68 and all that is governed by State Statute.

Consensus was reached to move on and make no changes to Section 69A.

Vice Chair Swedroe asked regarding Section 44 and it has been repealed but wanted to bring up the language.

Discussion took place among the Board members regarding the next meeting and who would be available.

Board Member Zuckerman stated he is not available for the March 22nd meeting.

[ARTICLE_IV.___ANNUAL_BUDGET_AND_TAX_LEVY.docx](#)

6. Old Business/ Information Requested

6A. 2018 Compensation Report by the Miami-Dade Commission on Ethics - Requested by Board

For the Board's review and consideration.

Town Attorney Arango explained that the Miami Dade Commission on Ethics in 2018 did their own report and the second one is from the Florida League of Cities from 2019.

Town Clerk McCready stated that the grid is from the State of Florida and it is up to the municipality to respond to the survey.

Board Member Singer asked what took place at the last meeting.

Town Attorney Arango provided historical information and that in 2022 there was a proposal to compensate the elected officials and that was not approved.

Board Member Zuckerman stated this is something that was just voted down before and believes this should be tabled until they have a full board present. He stated he does believe the commissioners should be compensated but believes it should be up to the voters.

Vice Chair Swedroe stated that she prefers it to be someone volunteering and putting their effort.

Board Member Zuckerman asked if they get any health insurance paid or soft benefits or perks.

Town Attorney Arango stated that there are some municipalities that pay for health insurance for the elected officials and it was part of the 2022 ballot question.

Town Clerk McCready read the 2022 ballot question regarding salary and health insurance for the elected officials.

Board Member Singer stated now he is more educated and looking at that most of the Town's pay their elected officials.

Town Attorney Arango stated that most municipalities give some sort of compensation to the Commission.

Board Member Zuckerman suggested to pay the elected officials \$1,000 a month and health care for up to 4 family members.

Town Attorney Pou explained what happened at the last meeting which will be a recap.

Town Attorney Arango stated that the City of Coral Gables has the compensation and salary of the elected officials done by ordinance and it is not in the charter. She stated that could be an option as well.

Town Attorney Pou suggested an idea of having a unanimous vote of the commission as a voting requirement for the ordinance.

Board Member Zuckerman asked if there is a way of getting the pros and cons of it being an ordinance.

Town Attorney Arango stated that with super majority it has to be 4 out of the 5 votes of the commission.

A motion was made by Board Member Zuckerman to pay the Commissioners and Mayor \$1,000 a month plus their individual health insurance consistent with the Town's group plan as provided to general employees, seconded by Board Member Singer. The motion carried with a 3-0 vote.

Acting Town Manager Gomez spoke regarding the group packaging of the health insurance they currently have and explained the amount the employee pays depending on how many dependents.

Town Clerk McCready explained the two different healthcare plans the Town provides.

[Compensation_report_1-18.pdf](#)

[FY 2019 FLC Elected Official Salary.pdf](#)

6B. Section 4, Article I, of Charter - Requested by Board

For the Board's review and consideration.

Vice Chair Swedroe spoke regarding the recommendation on the proposed language.

Board Member Zuckerman thanked Mr. George Kousoulas and stated that he cleaned up the language and asked if the measurement is from the crown of the road or the design flood elevation.

Vice Chair Swedroe stated they are not bringing all that language because it is confusing.

Commission Liaison Commissioner Meischeid read into the record the handout Mr. Kousoulas provided to the Board.

Board Member Zuckerman stated that what he wrote made sense but he thought they were adjusting the homes to a different metrics.

Board Member Singer explained the difference and the changes they would like to suggest which is measuring from the crown of the road.

Further discussion took place among the Board Members regarding where the measurement should be from; the elevation required, having more understories where you can build your home higher as well as the height of the homes not exceeding 35 feet from the crown of the road.

Acting Town Manager Gomez stated that base line elevation is set by FEMA and explained the different forms of measurement. He provided suggestions to the Board. He addressed the comments made by the Board.

Board Member Singer says his concern is measuring from the crown of the road.

Town Attorney Arango explained that what Mr. Kousoulas stated in his language regarding west of Collins is what is currently in the code.

Mr. Kousoulas explained what the language states.

Board Member Zuckerman stated his intent is to incentivize in order for the Commission to encourage residents to build understories.

Mr. Kousoulas stated that the understories exist right now.

Board Member Singer stated that the zoning code is independent from the charter.

Town Attorney Arango stated that there is a way of describing geographically the area between Harding Avenue and Collins Avenue and the existing language ties to the 2004 zoning code and the comprehensive plan which is what is in place now.

Vice Chair Swedroe stated that they suggested removing the language of the comprehensive plan because it was from 2004 and it became confusing.

Board Member Singer stated the charter should be clean and independent from the zoning code and not reference to it.

After a lengthy discussion by the Board and staff regarding the language of the height, zoning areas, understories, measurement and elevation, the following motion was made.

A motion was made by Vice Chair Swedroe to propose the language provided by George Kousoulas for Article 1, Section 4 stating changing a section of the language from crown of road to Design Flood Elevation and Florida Department of Environmental Protection most recent report for all properties east of Collins Avenue; the new proposed language will read as follows: "The height of buildings within the Town of Surfside shall not exceed 30 feet for any property west of Harding Avenue,

Minutes
Charter Review Board
Wednesday, March 8, 2023

40 feet for any property in the H40 and SD-B40 zones, and 120 feet for properties east of Collins Avenue. Height shall be measured from the Design Flood Elevation (DFE) for all all properties west of Collins Avenue, and from the wave crest elevation as determined by the Florida Department of Environmental Protection's most recent report for all properties east of Collins Avenue. Density of properties shall be derived from the acreage within the lot lines of a lot, except that for properties east of Collins Avenue acreage shall be limited to the area bounded by the north, south and west lot lines and the bulkhead line on the east", seconded by Board Member Zuckerman. The motion carried with a 3-0 vote.

[Charter Language.docx](#)

7. Future Meetings

7A. Future Meetings Schedule

Discussion took place regarding the future meetings scheduled.

Next Meeting will be March 22, 2023.

Board Member Zuckerman will not be in attendance at the March 22, 2023 meeting.

Consensus was reached to have the next meeting on March 22, 2023.

[Charter Review Board Schedule.docx](#)

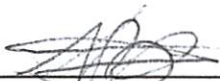
8. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Zuckerman to adjourn the meeting at 7:03 p.m., seconded by Board Member Singer. The motion carried with a 3-0 vote.

Respectfully submitted,

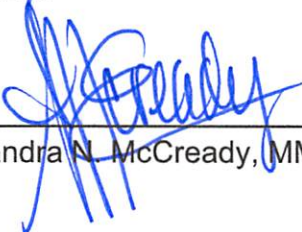
Accepted this 22nd day of March, 2023.

Attest:



Ben Jacobson, Chair

Attest:



Sandra N. McCready, MMC



**Town of Surfside
Planning and Zoning Board Meeting
MINUTES
March 30, 2023
6:00 PM
Town Commission Chambers**

1. Call to Order/Roll Call

The meeting was called to order by Chair Baumel at 6:02 p.m.

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

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Ruben Bravo, Board Member Lindsey Lecour, Board Member Jonathan Edderai, and Alternate Board Member Grace Rais (arrived at 6:07 p.m.).

Absent: Alternate Board Member Michael Szafranski.

Also Present: Town Attorney Tony Recio, Town Planner Judith Frankel, Building Official James McGuinness, Consultant Town Planner Walter Keller and Commission Liaison Commissioner Fred Landsman.

2. Town Commission Liaison Report

Commission Liaison Commissioner Fred Landsman provided the Liaison Report. He thanked the Board for their service.

3. Approval of Minutes

3.A February 23, 2023 Planning and Zoning Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Board Member Lecour to approve the February 23, 2023 Planning and Zoning Board Meeting Minutes, seconded by Vice Chair Forbes. The motion carried with a 5-0 vote.

[February 23, 2023 Planning and Zoning Board Meeting Minutes.pdf](#)

4. Ordinances

4.A Accessory Structures in Waterfront Lots in the H30A Zoning District - Town Planner Judith Frankel

As approved at the joint meeting of the Town Commission and the Planning and Zoning Board held on January 31st, 2023, and the Town Commission meeting on March 14th, 2023, Staff recommends amending the Zoning Code to allow for limited accessory structures in the waterfront setback area in the H30A zoning district. The suggested limitations are:

- For H30A properties on Point Lake, an accessory structure may be constructed no closer than 10 feet from the sea wall and may include an enclosed building of up to 2% of the lot area within the setback set forth in Section 90-48.3.
- For H30A properties on any other water body, an accessory structure may be constructed no closer than 15 feet from the sea wall and may include an enclosed building of up to 200 square feet within the setback set forth in Section 90-48.3. Accessory buildings and structures shall be limited by this section and the allowable lot coverage.

This Ordinance also clarified that the two types of waterfront properties in the H30A Zoning district are properties on Point Lake and all others, including Biscayne Bay and Indian Creek.

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

Town Planner Frankel introduced the item and provided the specifics and explained the ordinance requirements and setbacks as it pertains to properties abutting to the waterfront and provided the limitations.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Chair Baumel stated they are looking to move this forward to the Commission.

Alternate Board Member Rais arrived at 6:07 p.m.

A motion was made by Board Member Bravo to recommend to the Commission to proceed with this ordinance for second reading, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

[Ordinance Amending 90-48.3 and 90-54.1 Accessory Structures Waterfront Lots H30A.DOCX](#)

4.B Zoning Code Correction: Definitions of "Setback" and "Yard" - Town Planner Judith Frankel

As approved at the Joint Town Commission and Planning and Zoning Board meeting on January 31st and the Town Commission meeting on March 14th, 2023, staff recommends that the definitions of "Setback" and "Yard" in Section 90-2 ("Definitions") be amended as set forth in the attached Ordinance for first reading to

clarify and reflect that the terms are synonymous and equivalent terms for the purposes of the Zoning Code and interpretation.

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

Town Planner Frankel introduced the item and provided the specifics.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:

George Kousoulas spoke regarding the language of the ordinance and possible issues with that language regarding the setback. He stated this brings both areas into conformance.

Chair Baumel closed the floor to public comments.

A motion was made by Board Member Lecour to recommend to the Commission to proceed with this ordinance for second reading, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[Ordinance Amend 90-2 \(Defintions\) Setback and Yard.DOCX](#)

4.C Zoning Code Correction: Deletion of references to Gross Density and Gross Lot Area. - Town Planner Judith Frankel

As discussed at the January 31st, 2023, Joint meeting of the Town Commission and the Planning and Zoning Board and at the Mach 14th Town commission meeting, staff recommends deleting the term "gross" from three 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.

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

Town Planner Frankel introduced the item and provided the specifics.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Board Member Bravo to recommend to the Commission to proceed with this ordinance for second reading, seconded by Vice Chair Forbes. The motion carried with a 5-0 vote.

[Attachment A: Gross Acre in the Zoning Code Ordinance to Amend Delete reference to Gross](#)

5. Applications

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

Town Attorney Recio asked Deputy Town Clerk Herbello to confirm notice requirements.

Deputy Town Clerk Herbello confirmed notice requirements were met.

Deputy Town Clerk Herbello swore in the applicants.

Town Attorney Recio polled the Board Members.

Chair Baumel spoke with an engineer but did not discuss their project. They were visiting one of her projects.

Vice Chair Forbes spoke with Rachel Streitfeld, attorney representing the applicant on item 5A (516 Surfside Boulevard).

Alternate Board Member Rais spoke with someone in reference to item 5A (516 Surfside Boulevard).

No other Board Members had any communication with any of the applicants.

A motion was made by Board Member Bravo to move item 5C (9490 Harding Avenue) and item 5D (9501 Harding Avenue) to be heard before item 5A (516 Surfside Blvd.). The motion carried with a 5-0 vote.

5.A 516 Surfside Blvd. - Fence and Gate - Town Planner Judith Frankel

Suggested Action: As proposed the gate is 72 inches in height, which is the maximum allowed for rear yard fences. If the fence and gate are determined by the Planning and Zoning Board to be consistent with the existing conditions of the property, design approval is recommended.

Town Planner Frankel introduced the item and provided staff recommendations.

Rachel Streitfeld, attorney for applicant introduced the item and provided a PowerPoint presentation.

Mimi Baumelgreen, designer for the applicant spoke regarding the design and project.

Matthew Wolf, neighbor of the applicant to this project spoke in favor of the project.

Mosha Bonnet, applicant spoke regarding his project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Lecour agrees with the applicant, and stated the project is fine the way it is and it blends in with the neighborhood.

Board Member Bravo stated the house is a beautiful house and commented on the amount of time and effort taken into the design. He asked why code compliance came so late into the game and issues like this should not take that long to be brought up by code.

Vice Chair Forbes said it looks great and the contrast is perfect and leave it the color it currently is.

Chair Baumel stated that the aesthetics of the house has been preserved beautifully even down to the gates. She stated that the other side of the property fencing is her concern. She stated that they brought enough argument as to why it should not be changed.

A motion was made by Vice Chair Forbes to approve the application with staff recommendations, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[Attachment A: Site Condition Images](#)
[516 Surfside Blvd Agenda Packet.pdf](#)

5.B 9433 Byron Avenue - New 2-Story Single Family Home - Town Planner Judith Frankel

Suggested Action: Staff finds this application to meet Zoning Code subject to the following comments:

- **Per Sec. 90-47.1**, roof eaves and ornamental features may project not more than 24 inches into any required yard.
- **Per Sec. 90-95 (3) d**, street trees are required. These may be close to the property line in the right-of-way area. The two silver buttonwood trees proposed for the front of home could be moved to the property line to satisfy this requirement.
- **Per Sec. 90-97**, a tree removed or relocated will require a tree removal permit from Miami-Dade County
- Grass/Turf species must be provided.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided his staff recommendations.

Mark LaBlaunt, engineer spoke regarding the project.

Steven Schrader, applicant spoke about the project.

Chair Baumel asked if there is an architect working on the project.

Mr. LaBlaunt stated no.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:

Michelle Arambula spoke against the project and stated that it is a duplicate style of another home and feels like it is being thrown together and the proposed railings are not the same as the ones across the street. The other concern is the fence and run off water. She also is concerned with the demolition process that took place 5 years ago and how long she will be living with construction debris across the street.

Harry Polcheese, representing the applicant stated he spoke with Ms. Arambula's husband regarding the beehives and they took over the project and it has been moving forward.

Chair Baumel closed the floor to public comments.

Vice Chair Forbes asked how long they have been on the job and Ms. Arambula does not have their cell phone number.

Mr. Polcheese stated that her husband has his number.

Chair Baumel stated he was brought into this project a year ago.

Mr. Polcheese explained the work they are doing.

Alternate Board Rais provided her comments on the architectural features of the home.

Board Member Lecour stated that they do not have much information on this project nor renderings and strongly opposes the carbon copy of a home anywhere in Surfside. She stated that the fence proposed does not meet the 50% opacity.

Board Member Bravo agrees there is not enough information to make a decision. He commented on applicants being more careful how to prepare their information when coming before the Board.

Vice Chair Forbes agrees with all the Board members and stated that it is awful what the applicant is doing to not care about their neighbors and taking five years and apologized to Ms. Arambula.

Chair Baumel stated this is an embarrassment to the general contractor, architect and engineering field and there is no good excuse as to why this property hasn't been completed. She fears the idea of another property going at an excess of five years. She stated it would be beneficial to engage with an architect to do this project. She stated this lacks design credibility.

A motion was made by Board Member Lecour to deny this application, seconded by

Vice Chair Forbes. The motion carried with a 5-0 vote.

Town Attorney Recio spoke regarding an ordinance which speaks regarding construction areas including portal potty and fencing.

[Attachment A: Tables 1 2 and 3.pdf](#)

[9433 Byron Avenue-Proof of Notice Requirement.pdf](#)

[9433 Byron Ave Agenda Packet.pdf](#)

5.C 9490 Harding Avenue - Wall Sign - Town Planner Judith Frankel

Suggested Action: Staff finds the application meets the Zoning Code requirements and recommends approval.

Town Planner Frankel introduced the item and provided staff recommendations.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Vice Chair Forbes to approve the application with staff recommendations, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

[Attachment A: Tables and Images](#)

[9490 Harding Avenue Agenda Packet.pdf](#)

5.D 9501 Harding Avenue - Wall Sign - Town Planner Judith Frankel

Suggested Action: Staff finds that the sign as proposed meet the Zoning Code. If the Planning and Zoning Board determines the design is appropriate, approval is recommended with the following condition:

- **Per Sec. 90-73**, All illumination must be white.

Town Planner Frankel introduced the item and provided staff recommendations.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Vice Chair Forbes to approve the application with staff recommendations, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[Attachment A: Table and Image.pdf](#)

[9501 Harding Avenue Agenda Package.pdf](#)

5.E 1400 Biscaya Drive- Alterations of Window Openings - Judith Frankel, Town Planner

Suggested Action: Staff finds that the proposed window alterations comply with the Zoning Code and recommend approval of this application.

Town Planner Frankel introduced the item and provided staff recommendations.

Dean Cox, architect for the project spoke regarding the application.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Chair Baumel stated they are doing a great job.

Board Member Bravo stated it was a great project.

A motion was made by Vice Chair Forbes to approve the application with staff recommendations, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

[1400 Biscaya Drive Application.pdf](#)

[1400 Biscaya Agenda package 3.30.23.pdf](#)

5.F 9456 Abbott Avenue - Addition - Town Planner Judith Frankel

Suggested Action: Staff finds the application mainly meets the Zoning Code. The Planning and Zoning Board should determine whether the new addition's overall design and window style is consistent with the existing structure. If the design is determined to be appropriate, Staff recommends approval with the below conditions:

- Setback from the north property to the new addition must be verified to be 5 feet. A 24-inch roof overhang is permitted.
- A landscaping strip is required at the base of the wall enclosing the former garage door.
- At the time of permitting, it shall be verified that the garage space is to remain as storage. If the space is intended to be habitable living space the finished floor must be elevated to match the rest of the home.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided his staff recommendations.

Alfonso Sierra representing the applicant addressed the comments made by the Building Official.

Chair Baumel opened the floor to public comments.

There were no public comments.

Chair Baumel closed the floor to public comments.

Board Member Lecour asked what the street facing view was and stated it feels very half hazard and does not feel it is coherent with the house. She stated as it stands she cannot support this design.

Alternate Board Member Rais addressed the recommendations made by Building Official McGuinness.

Building Official McGuinness asked regarding it meeting the 50% rule with the detached structures.

Alternate Board Member Rais asked regarding accessing it from the garage to access the home. She also addressed the different tiers and levels of the windows.

Chair Baumel stated that it was very interesting and creative and understood it is to be an office but for some reason they put a full bathroom and addressed the comments made by our Building Official.

Town Attorney Recio stated that for their condition of approval, the owner will execute and record a declaration prohibiting any commercial office use and any residential dwelling use on this property in a form acceptable to the Town Attorney.

Building Official McGuinness stated the rights of a building official to enter the property.

A motion was made by Board Member Edderai to approve the application with staff recommendations along with the Building Official's staff recommendations, seconded by Chair Baumel. The motion and second were withdrawn.

A motion was made by Board Member Lecour to defer the item to the next meeting to address the comments and concerns and show present the item to the Board with a more clear rendering, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[Attachment A: Images and Tables.pdf](#)

[9456 Abbott Avenue Agenda Packet.pdf](#)

5.G 9064 Harding Avenue - 2nd Floor Addition - Town Planner Judith Frankel

Suggested Action: Staff finds the application meets the Zoning Code. The Planning and Zoning Board should determine whether the new addition's overall design is consistent with the existing structure. If the design is determined to be appropriate, Staff recommends approval with the below condition:

- **Per Sec. 90-47,** Roof overhangs and eaves may be no more than 24-inches. Measurement must be provided for the north side eave of the addition.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided staff recommendations.

Chair Baumel asked if they did not provide the information.

Building Official McGuinness stated they have not provided an appraisal.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Vice Chair Forbes stated there are no renderings to see what the project will look like, and it does not say how it will look and he cannot say yes to this.

Alternate Board Member Rais provided her comments on the project and the style is inconsistent with the existing home.

A motion was made by Board Member Bravo to defer the item to the next meeting, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

[Attachment A: Images and Table.pdf](#)

[9064 Harding Avenue Agenda Packet.pdf](#)

5.H 9332 Bay Drive - New 2-Story Single Family Home - Town Planner Judith Frankel

Suggested Action: Staff finds this application generally meet the Zoning Code, with the exception of the 2nd floor rear covered terrace. The roof should be removed from this terrace to provide for the required setback.

If the design is determined to be appropriate by the Planning and Zoning Board, approval could be granted with the below conditions:

- **Per Sec. 90-47.1**, Every part of a required yard/setback must be open to the sky. The rear second floor terrace is covered by a solid roof and so may not count toward the required setback. At present the 2nd floor setback is inadequate.
- **Per Sec. 90-54.1**, Maximum height for accessory structures is 12 feet. The trellis structure must be reduced by 4 inches.
- **Per Sec. 90-97**, a tree removed or relocated will require a tree removal permit from Miami-Dade County
- **Per Ordinance No. 22-1729**, 40% of required pervious/landscaping must be a Florida Friendly Landscaping species as identified by the University of Florida. A table identifying all species and their status as Florida Friendly must be provided.

- Grass/Turf species must be provided.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided his staff recommendations.

Benny Silverstein, applicant spoke regarding the project.

Ismael Allenden, architect spoke regarding the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Alternate Board Member Rais provided her comments on the project.

Board Member Lecour appreciates the articulation in the front and likes the different materials but does have a concern with the porcelain wrap. Her main concern is that this home will receive the same reception due to maxing out every cubic foot.

Chair Baumel would like to have more time to look at the plans. She stated that the Town Planner did her job as to what is correct and what is not correct, and they chose to make the changes which is not the usual. She stated that the applicant went above and beyond.

Board Member Lecour asked if they could walk them through the new plans.

Mr. Allenden went over the new plans that were presented on the screen.

Chair Baumel stated the wrapping of the porcelain is up to the eye of the beholder. She appreciates that it has a contemporary modern look.

Board Member Bravo does agree with the modern design and is more concerned with the constructability of the project in regards to the height.

Town Planner Frankel spoke regarding the trellis and stated the bathroom was a new thing, but they do have to deduct the square footage from the house.

Chair Baumel spoke regarding bringing the outside in as it relates to the design of the atrium and complimented this design and likes it.

Enrique Feldman, designer of the home spoke regarding the project.

Vice Chair Forbes loves the materials, layouts and the project.

A motion was made by Vice Chair Forbes to approve the application with the changes that they are seeing for the first time tonight and as presented except the comments of the Town Planner and Building Official McGuinness, seconded by

Board Member Bravo. The motion carried with a 4-1 vote with Board Member Lecour voting in opposition.

[Attachment A: images and tables](#)

[9332 Bay Drive-Proof of Notice Requirement.pdf](#)

[9332 Bay Agenda Package.pdf](#)

6. Discussion Items

6.A Zoning Code Review and Design Guidelines Timeline - Consultant Town Planner Walter Keller, AICP

Consultant Town Planner Keller introduced the item and spoke regarding the item and the work they are doing with the revisions to the design review guidelines.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

6.B Comprehensive Plan and Evaluation and Appraisal Report (EAR) Timeline - Consultant Town Planner Walter Keller, AICP

Consultant Town Planner Keller introduced the item and spoke regarding the item.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

6.C Zoning Code Correction - Rooftop Elements - Acting Town Manager Hector Gomez

The Town Commission, at their meeting on March 14th, 2023, directed the Planning and Zoning Board to further review and provide recommendations regarding all rooftop structures.

Town Planner Frankel introduced the item and provided what took place at the Town Commission meeting.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:

George Kousoulas spoke regarding the item and handed out to the Board Members the Miami Beach Roof Code and provided an overview.

Chair Baumel closed the floor to public comments.

Board Member Lecour asked regarding the bulkheads and what the Miami Beach

code states.

Mr. Kousoulas addressed the comment made and what Miami Beach code states and this is intended for H30A and H30B.

Town Planner Frankel spoke regarding the two elements in the code and one addresses rooftop modifications and the other one addresses roof decks. She provided an explanation of both.

Chair Baumel stated this is Mr. Kousoulas' opinion and basically the ordinance has been put together on how they follow suit by the Commission's direction.

Town Planner Frankel stated that Mr. Kousoulas' suggestion is to combine all roof top under one.

Chair Baumel stated this is based on Mr. Kousoulas' opinion. She stated that he is giving an opinion not telling the Commission what they should be doing.

Further discussion took place among the Board Members, Town Planner and Mr. Kousoulas regarding his opinion and what is stated in the City of Miami Beach code.

Town Planner Frankel spoke regarding the issue with the rendering with the first home and was under the impression that they did not require renderings for additions.

Board Member Lecour stated that a couple of them had trouble seeing how the addition fit on the house.

Chair Baumel stated that when you have something front and center that would be visible from the street on the home then they should have renderings.

Board Member Lecour asked to add for the May meeting as a discussion item an item having to do with the perception of mass on the setbacks and revisit the code regarding carbon copy homes.

Town Planner Frankel stated they could add it to the May meeting.

Town Attorney Recio stated that there is something in the code that addresses that for the homes next door.

[Attachment A-Roof Stair-Stairs Limitations.docx](#)

[Attachment B: Ordinance-Re Roof Deck Railings.docx](#)

[Attachment C: Rooftop Code Change suggestions.](#)

7. Next Meeting Date

7.A Next Meeting Date: April 27, 2023 at 6:00 p.m. - Deputy Town Clerk Evelyn Herbello

Consensus was reached to hold the next meeting on April 27, 2023 at 6:00 p.m.

8. Adjournment

There being no further business to discuss before the Board, a motion was made by Vice Chair Forbes to adjourn the meeting at 8:22 p.m., seconded by Board Member Edderai. The motion carried with a 5-0 vote.

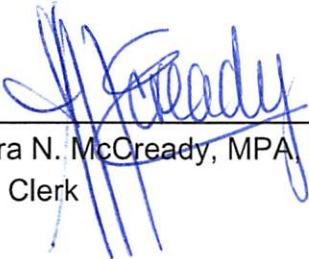
Respectfully Submitted,

Accepted this 21st day of APRIL, 2023.



Carolyn Baume, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Tourist Board
MINUTES
April 3, 2023
5:30 PM**

Town Commission Chambers

1. Call to Order/Roll Call

Chair Tourgeman called the meeting to order at 5:35 p.m.

Chair Tourgeman acknowledged the presence of Cindy Reyes, Communications Department, Acting Town Manager Hector Gomez, Town Attorney Daniela Cimo and Mayor Shlomo Danzinger.

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

Present: Chair Eli Tourgeman, Vice Chair Ben Jacobson, Board Member Diana Gonzalez, and Board Member Lisa Herman.

Absent: Board Member Ezequiel Singer.

Also Present: Town Attorney Daniela Cimo, Acting Town Manager Hector Gomez, Commission Liaison Mayor Shlomo Danzinger and Tourism and Communications Director Frank Trigueros.

2. Town Commission Liaison Report

Commission Liaison Mayor Shlomo Danzinger provided the Liaison Report. He stated they continue having a great amount of positive feedback on all the events.

3. Agenda and Order of Business

Chair Tourgeman would like to walk on two items. One regarding "Extending Third Thursdays for one more month", the second item would be titled "Extending the Surfside Under the Stars for one more month (May)". He explained why he would like to extend these two activities for the month of May.

A motion was made by Chair Tourgeman to add two walk items titled "Extending Third Thursdays for one more month" (new item 6I), the second item would be titled "Extending the Surfside Under the Stars for one more month (May) (new item 6J), seconded by Board

Member Gonzalez. The motion carried with a 4-0 vote.

A motion was made by Chair Tourgeman to have items 6I (Extending Third Thursdays for one more month) and item 6J (Extending the Surfside Under the Stars for one more month (May) to be heard before item 6A (Discussion On the Additional Funds for Food and Drinks at Events), seconded by Board Member Herman. The motion carried with a 4-0 vote.

4. Approval of Minutes

4.A March 13, 2023 Tourist Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello - Deputy Town Clerk Evelyn Herbello

A motion was made by Vice Chair Jacobson to approve the March 13, 2023 Tourist Board Meeting Minutes, seconded by Board Member Herman. The motion carried with a 4-0 vote.

[March 13, 2023 Tourist Board Meeting Minutes.pdf](#)

5. Resort Tax Collection and Vacancies Report

Tourism and Communications Director Frank Trigueros provided the Resort Tax Collection and Vacancies Report. He provided the January numbers and they are up on the food and beverage by 13.5% and only 1.6% down in the accommodation side. He spoke regarding the 2021 and 2022 numbers and stated that year over year they are up in both categories for the month of January.

Chair Tourgeman asked what is anticipated for the next budget year.

Tourism and Communications Director Trigueros addressed the comment made by Chair Tourgeman and stated that they are still seeing a large demand and the hotel rates are staying higher than neighboring ones.

Vice Chair Jacobson is happy with the numbers.

Acting Town Manager Gomez stated that they were looking at the numbers and they are looking at a plateauing of 5.5% for 2023 and commencing the budget season.

Chair Tourgeman stated it is still a very high percentage.

Vice Chair Jacobson asked regarding the businesses and if there are any new closings.

Tourism and Communications Director Trigueros addressed the comment made and does not foresee any new closings.

Vice Chair Jacobson spoke regarding some new businesses opening up.

Chair Tourgeman welcomes all new restaurants.

6. Discussion Items

6.A Discussion On The Additional Funds for Food and Drinks at Events - Chair Eli Tourgeman - Chair Eli Tourgeman

Chair Tourgeman introduced the item.

Vice Chair Jacobson stated the additional events they just approved was approving the additional funding and now they have to address the other events. He asked if they used the entire amount. He spoke regarding the food at the events.

Mr. Andai stated that they tried having the food and this time they will have to do a bulk buy. He suggested authorizing what they did prior and will use it on a case by case basis.

Board Member Herman suggested utilizing the ice cream again.

Board Member Gonzalez stated that when you have them at 96th Street they have more people coming from other places and to consider that.

Vice Chair Jacobson stated it saves room for the tourists to park and when you move it to 96th Street you will have more Surfside residents having to park and did not know if it was moved permanently. He asked if they could look at doing it once and then reevaluate.

Chair Tourgeman stated to look at it and if it does not work move it back to 93rd Street. He spoke regarding the idea of getting a larger turnout and exposure.

Acting Town Manager Gomez spoke regarding the powering of that area.

Further discussion took place among the Board and Mr. Andai regarding the moving of the event and the production of the event.

Mr. Andai stated that for continuity it is better to have it on the same location and gave the pros and cons.

Chair Tourgeman stated that he does not believe the bathroom is an issue because it is only for a couple of hours.

Mayor Danzinger stated the reason why they decided to move it and explained it was a waste of money and program due to the lack of turnout. He spoke regarding weighing in the pros and cons.

Tourism and Communications Director Trigueros stated that continuing to change it will affect the newsletter and confusion for the residents and tourists.

Chair Tourgeman spoke regarding trying new things and see if they work.

Vice Chair Jacobson stated that the only one that can make a motion for reconsideration is a member from the prevailing side and since Board Member Singer is absent it would be up to Chair Tourgeman.

Chair Tourgeman stated to leave it as it is.

A motion was made by Vice Chair Jacobson to increase the funding to \$1,200 for each Music on the Beach event and \$2,000 for Third Thursday on April 20th, seconded by Board Member Herman. The motion carried with a 4-0 vote.

Board Member Gonzalez stated that she feels that \$2,000 is too much and wants to hear from Ms. Liss and Mr. Andai. She would suggest \$1,200 for both events.

Board Member Herman stated that \$2,000 is necessary for the longer events.

6.B Surfside Letters Display Location - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Frank Trigueros introduced the item.

Acting Town Manager Gomez stated that the Board would be making a recommendation regarding the location.

Tourism and Communications Director Trigueros provided a slide show of possible locations. He stated that they will reach out to find a vendor to do the letters.

Discussion took place among the Board regarding the location and material of the letters. They stated this is for the Tourists to stop and take pictures.

Chair Tourgeman spoke regarding the location of the letters.

Mayor Danzinger stated that many people are always standing by the turtle sculptures to take pictures. He spoke about them being continuously used and based on the traffic it is in a spot where people take pictures.

Board Member Gonzalez suggested having more than 1 sign and placing them in different locations.

Chair Tourgeman stated that they should look at this more like art on the beach and he does not want to litter this Town with signs.

Chair Tourgeman would like a consensus on how each one would like to proceed.

Board Member Gonzalez is in agreement with the letters and location (Harding Avenue).

Board Member Herman is in agreement with the letters and location (beach).

Vice Chair Jacobson is in agreement with the letters and location (Harding Avenue).

Chair Tourgeman is in agreement with the letters and location (Harding Avenue).

Acting Town Manager Gomez stated the location will be defined by the Commission and the funding by this Board and clarified that the location is on Harding Avenue.

Vice Chair Jacobson asked if there is ballpark of how much it will cost.

Tourism and Communications Director Frank Trigueros stated it is approximately \$10,000 per sign.

Vice Chair Jacobson stated for Tourism and Communications Director Frank Trigueros to come back with a proposal first with material that is strong enough and durable enough.

Chair Tourgeman would like to also replace the sign in the Community Center.

Consensus was to place a tourist attraction sign at the Harding Avenue sight.

A motion was made by Chair Tourgeman to place the sign on Harding Avenue outside Town Hall, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

6.C Events Manager Search Update - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Frank Trigueros introduced the item.

Acting Town Manager Gomez spoke regarding the resumes and advised them they will short list the resumes and conduct the interviews and those he will share with the Board. He spoke regarding the process.

Vice Chair Jacobson spoke regarding the process and advised them that they want to make sure they get someone that the Board likes and have everyone be on the same page.

Acting Town Manager Gomez stated that it is stated that this funding is contingent on the budget being approved by the Tourist Board.

Board Member Gonzalez stated that she understood that they had to follow the Human Resources process and it would fall under Tourism and Communications Director Trigueros.

Chair Tourgeman stated that they have to feel comfortable with the individual they will interview and it will be up to the Town to decide who is hired.

Acting Town Manager Gomez gave a point of clarification that the Board wants the person holding that position to report to the Board and that cannot be done. He suggested that they hire a consultant and not a Town employee which they can then report to the Board and they could do an RFP.

Further discussion took place among the Board and Acting Town Manager Gomez regarding the individual for this position, if it should be an employee or a consultant and the process and type of position if it would be a Town employee or a consultant.

Town Attorney Cimo read the portion of the charter regarding the position and they can designate a member to help the Board.

6.D Surfside T-Shirt Retail Follow-Up - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Frank Trigueros introduced the item. He stated that they need to provide the official memorabilia. He also stated that they can engage the vendor that is printing t-shirts at the event to figure out a purchase system. He stated that additionally that vendor has an Etsy store and they can also sell them online.

Mayor Danzinger suggested licensing it so the Town owns the design.

Vice Chair Jacobson spoke regarding the cost of the shirts.

Chair Tourgeman spoke regarding the tourists obtaining these t-shirts and they can take it home. He suggested starting to sell it at \$10 and see if it works and if it doesn't then to look at alternatives.

Vice Chair Jacobson suggested giving out some shirts and the other's for the Town to sell it.

Chair Tourgeman stated they agreed to the design and to sell them for \$10.00.

Tourism and Communications Director Frank Trigueros asked if they want to explore using Publix and CVS to sell the shirts.

Chair Tourgeman stated yes.

Mayor Danzinger spoke regarding being consistent with the pricing and stated that for example if Publix will be selling the shirts we need to make sure we are consistent with the pricing.

Further discussion took place regarding the item and consensus was reached to continue looking at the cost and bring it back next month with pricing details.

6.E Highlighting New Town Businesses - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Frank Trigueros introduced the item and found opportunities to feature those businesses.

6.F Beach Safety Flyer for Hotels - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Frank Trigueros introduced the item and explained this came about from the Parks and Recreation Committee and they will be delivering it to the hotels and sharing it digitally.

Vice Chair Jacobson spoke regarding Hatzalah seeing severe sunburns and suggested adding that to the flyer.

Board Member Gonzalez asked regarding the lights on the path.

Chair Tourgeman stated that the Town is working on it and has been placed already behind the Community Center.

Acting Town Manager Gomez addressed the comments made and stated the process of the lights and by the Summer they should have the connection completed and it should be approved in April by the Commission.

6.G South Florida Concierge Association (SFCA) Membership - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Frank Trigueros introduced the item and stated the importance of this membership and see if the Board is interested in reengaging this membership which is under \$600.00. He explained what this membership will bring.

Board Member Gonzalez asked if they had this membership before.

Tourism and Communications Director Frank Trigueros stated that they did have this membership before.

Chair Tourgeman stated it looks limited.

Tourism and Communications Director Frank Trigueros stated there are less hotels.

Vice Chair Jacobson stated that he is in the travel business and has never heard of them and does not think it will do much for us.

Chair Tourgeman stated that he sees that most of the Board is not in favor.

Consensus of the Board is not to move forward with this membership.

6.H Farmer's Market Relocation - Chair Eli Tourgeman - Chair Eli Tourgeman

If the Board wants to explore the possibility of relocating the Sunday Farmer's Market to 96th Street.

Chair Tourgeman introduced the item. He spoke regarding the event at the entrance of 96th Street that Bal Harbour holds. He suggested to move the Farmer's Market to be parallel to the Bal Harbour side of 96th Street and it could help with the Town's event.

Board Member Gonzalez agrees completely and believes it would be more successful.

Vice Chair Jacobson stated it helps using the parking lot as well.

Chair Tourgeman stated that they need to talk to the vendor.

Board Member Herman asked if the Bal Harbour one is similar to the Town's.

Chair Tourgeman stated they are not.

Javier Vallarama, Farmer's Market, stated he spoke with Tourism and Communications Director Frank Trigueros before regarding 96th Street and our half is a lot smaller. He stated that Bal Harbour maximizes theirs at 10 vendors. He stated that ours has had a tough comeback from the summer and if it would be as slow as mentioned they would not be there. He stated it has been slower than last season. He spoke regarding the number of spaces and since the Bal Harbour Market opened it has affected them. He reached out to Bal Harbour Market and he is waiting on their response but they are considering our idea.

Chair Tourgeman stated at times you need to look at different options and asked Tourism and Communications Director Frank Trigueros to talk to Bal Harbour and see if we can work together.

Further discussion took place among the Board and Mr. Vallarama regarding the Farmer's Market, specifics of Bal Harbour partnership and what could be done on the Surfside side.

Vice Chair Jacobson discussed the pros and cons of the competition and permitting with Bal Harbour and the spacing among both sides.

Tourism and Communications Director Frank Trigueros stated this event is not approved by the Tourist Board but the Board has given money.

Acting Town Manager Gomez stated this is an agreement by resolution from the Town Commission. He asked regarding what the Board allocated and whatever decisions made they must then amend the contract.

Town Attorney Cimo stated what the contract states and the renewal process.

Chair Tourgeman stated that the consensus is that the Board is in favor that it should be moved to 96th Street. He stated that Bal Harbour does not have an upper hand on us and this Board is trying to revive a very good thing that he is doing.

Vice Chair Jacobson stated he would like to send him to 96th Street with Bal Harbour.

Acting Town Manager Gomez asked Mr. Vallarama if they told them why they would set up a conflicting event with ours.

Mr. Vallarama stated they did not and that is an issue and has brought it to their attention and gave them the idea of either them relocating it to a different location or to a different date.

A motion was made by Vice Chair Jacobson to relocate the market to 96th Street and allocate up to \$10,000 to be determined at a later meeting to be approved by the Board to make a greater market, seconded by Chair Tourgeman. The motion carried with a 4-0 vote.

6.I) Extending Third Thursdays for One More Month.

Chair Tourgeman introduced the item.

Board Member Herman asked if Alan Andai would be available for May 18.

Alan Andai stated he is available for May 18 to do the additional Third Thursday.

Chair Tourgeman would like for the entire Commission and Board to be present at this event since it will be the last one. He stated he makes it a point at the events to introduce the Board and asked the Board to make an effort to be present.

Tourism and Communications Director Trigueros stated it will be \$24,500 for each additional event and advised the allocated amount available.

A motion was made by Vice Chair Jacobson to approve the additional \$24,500 for the additional Third Thursday event to be held on May 18th and to add an additional \$2,500 for food for this event, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

6.J) Extending the Surfside Under the Stars for One More Month for the Month of May 2023

Chair Tourgeman introduced the item.

Sara Liss stated she is available to do it but would like to do it on May 7, 2023 from 5:00 p.m. to 8:00 p.m.

Vice Chair Jacobson is good with the new time.

Chair Tourgeman spoke regarding the food and the funding is not for people to have dinner but tastings.

Vice Chair Jacobson explained having the vendors give out more food and the Town provide them some funding in order for them to have more food.

Chair Tourgeman spoke regarding these two events and they are so welcomed by visitors and residents.

A motion was made by Vice Chair Jacobson to approve the additional event on May 7, 2023 with the additional \$24,500 for the event and an additional \$2,500 for food,

seconded by Board Member Herman. The motion carried with a 4-0 vote.

7. Board Member Comments

Chair Tourgeman spoke regarding the events they have and commended the employees of the Town that do the clean up and staff that works very hard. He would like to offer these two gentlemen from Public Works each a \$50 gift card.

Chair Tourgeman requested to add as a discussion item on the next agenda to issue a \$50.00 gift card to the two public works employees.

8. Public Comments

There were no public comments.

9. Next Meeting

9.A Next Meeting: May 1, 2023 at 5:30 p.m. - Deputy Town Clerk Evelyn Herbello

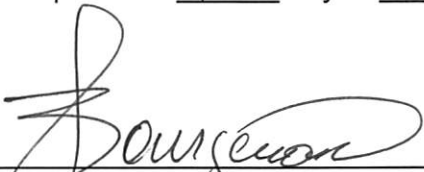
Consensus was reached to hold the next meeting on May 1, 2023 at 5:30 p.m.

10. Adjournment

There being no further business to discuss before the Board, a motion was made by Vice Chair Jacobson to adjourn the meeting at 7:47 p.m., seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

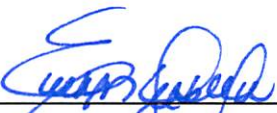
Respectfully Submitted,

Accepted this 1 day of MAY, 2023.



Eli Tourgeman, Chair

Attest:



Evelyn Herbello, CMC
Deputy Town Clerk



MEMORANDUM

ITEM NO. 3C.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Approving and Authorizing the Purchase of One 2023 Kubota RTV X900G-A Utility 4WD Vehicle from Ridge Equipment Co. In An Amount Not To Exceed \$21,605 Utilizing the Pricing of the Florida Sheriffs Association Contract No. FSA 20-EQU18.0 as part of the Community Service Aid Program Implementation**

Town administration is seeking Town Commission approval to piggyback Florida Sheriff's Association Bid # FSA 20-EQU18.0 with Ridge Equipment Co. as shown in Exhibit A to the resolution - "Ridge Equipment Proposal dated May 1, 2023" and authorization to expend a total of \$21,605 towards the purchase of a 2023 Kubota RTV X900-G-A Utility 4WD Vehicle.

On March 14, 2023, the Town Commission approved for the hiring of three (3) newly created Community Service Aide positions and associated equipment and vehicles. The purchase of the Kubota Off Road Vehicle will be made pursuant to the Florida Sheriff's Association Bid # FSA 20-EQU18.0. Refer to Attachment A - FSA Term Conditions Contract.

[Attachment A - FSA Terms Conditions Contract.pdf](#)

[Resolution Authorizing Approving 2023 RTV Vehicle Purchase - Sheriff Association.DOCX](#)

[Exhibit A - "Ridge Equipment Proposal dated 5-1-23"](#)

FSA Cooperative Purchasing Program



**Contract: FSA20-VEL28.0 – Pursuit,
Administrative and Other Vehicles**
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

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1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

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If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A



**Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document**

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

<i>Old Information</i>	<i>New Information</i>
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

<i>Old Contact Information</i>	<i>New Contact Information</i>
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cgp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

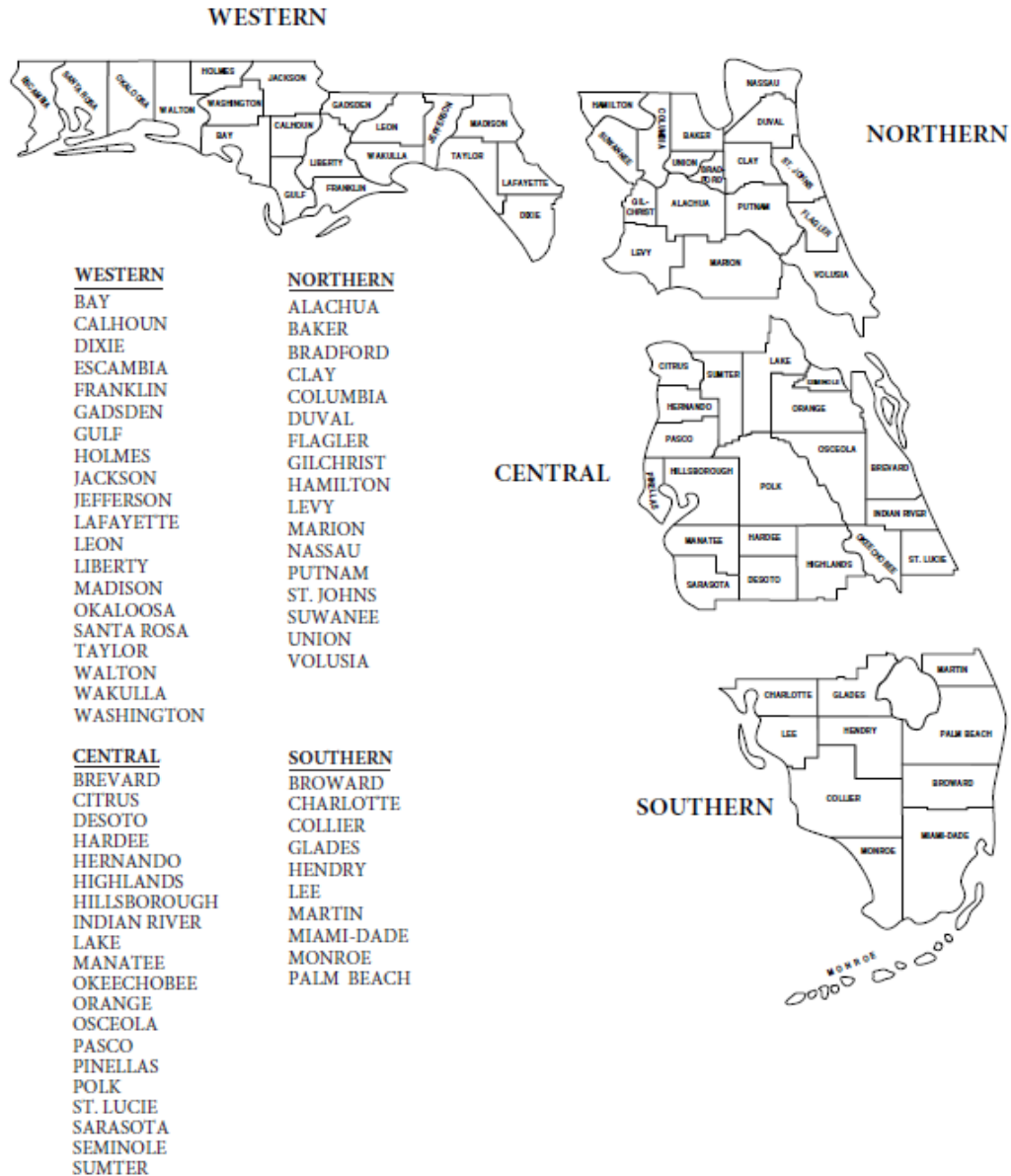
Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

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Appendix B

FSA CONTRACT ZONE MAP



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Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

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Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA’s website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff’s Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2023 KUBOTA RTV X900G-A UTILITY 4WD VEHICLE; FINDING THAT THE PURCHASE OF THE VEHICLE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is in need of a new 2023 Kubota RTV X900G-A Utility 4WD Vehicle (the “Vehicle”) for the Town’s new community service aides tasked with patrolling the beach along the emergency path; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town for the Vehicle has already been competitively bid by the Florida Association of Sheriffs (“Sheriffs’ Bid”) and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town’s Code of Ordinances (“Code”); and

WHEREAS, the Sheriffs’ Bid resulted in the Florida Association of Sheriffs’ Contract Number FSA 20-EQU18.0 (“Sheriffs’ Contract”), which allows local governments statewide to utilize the Sheriffs’ Contract for their own benefit and pricing; and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Vehicle at a cost of \$21,605.00 from Ridge Equipment Co. (“Ridge Equipment”) based on the pricing of the Sheriffs’ Contract pursuant to Section 3-13(3) of the Town’s Code and consistent with the quote attached hereto as Exhibit “A” (the “Vehicle Purchase”); and

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

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

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

Section 2. Approval and Authorization to Purchase Vehicle. The Town Commission hereby approves and authorizes the Vehicle Purchase from Ridge Equipment in the amount of \$21,605.00 in accordance with the quote attached hereto as Exhibit "A."

Section 3. Exemption from Competitive Bidding. The Town Commission hereby finds that the Vehicle Purchase utilizing the Sheriffs' Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchase described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

PASSED AND ADOPTED this 9th day of May, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

Ridge Equipment Co.

Call Us first, for all of your equipment needs.

www.ridgeequipment.com

Corporate	6820 U.S. 27 North	Mailing	6820 U.S. 27 North
Office	Sebring, FL 33870	Address	Sebring, FL 33870
Direct	(863) 382-4157	Toll Free	(800) 295-2251
		Fax	(863) 382-0659

PURCHASE QUOTE

Florida Sheriff's Association Bid #FSA20-EQU18.0

October 1st, 2020 thru September 30th, 2023

DATE 01-May-23 PAGE 1 of 2

REQUESTING AGENCY: Town of Surfside
9293 Harding Ave., Surfside, FL 33154
 CONTACT PERSON: John Healy
 PHONE NUMBER: (702) 203-2355
 FAX NUMBER: Email jhealy@townofsurfsidefl.gov

Kubota RTV-X900G-A Utility Vehicle - 4WD
Kubota 3 Cyl. Diesel 21.6 Hp/JROPS/2-Range HST/4WD/Cargo Bed/ATV Tires

MODEL: RTV-X900G-A SPECIFICATION # 2 Southern
Base Spec Model with ATV Tires

Base Spec Color: Kubota Orange – Grey Seats 2023 BASE PRICE: \$12,530.00

OPTION #	DESCRIPTION	COST
<u>RTV-X1100CW-H</u>	<u>Model Upgrade: Worksite Factory Cab Model</u>	<u>\$7,988.00</u>
	<u>24.8 Hp/4WD/AC-Heater-Defroster/Fully Opening Windows</u>	
	<u>Hydraulic Cargo Box/Locking Glove Box/Heavy Duty Worksite Tires</u>	
	<u>(ATV Type Tire Available)</u>	
<u>Spray PKG I</u>	<u>Spray Package - Cargo Box</u>	<u>\$575.00</u>
<u>Spray PKG II</u>	<u>Spray Package - Underbody Areas</u>	<u>\$199.00</u>
<u>K7591-99610</u>	<u>Turn Signal Hazard Light Kit</u>	<u>\$277.00</u>
<u>77700-V5200</u>	<u>Rear Reciever with 2" Ball</u>	<u>\$36.00</u>

TOTAL OF OPTIONS:	<u>\$9,075.00</u>
EXTENDED WARRANTY:	
SUB TOTAL	<u>\$21,605.00</u>

TAX		State Exempt	
FLORIDA REGISTRATION		N/A	
QTY	1	=	<u>\$21,605.00</u>

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments Delivery to your facility included.

Ridge Equipment Co. 59-2091512

VEHICLE QUOTED BY Scott Bradley, Commercial Sales Manager Cell: (863) 381-5771

"I Want to be Your Commercial Provider"

sbradley@ridge-equipment.com



MEMORANDUM

ITEM NO. 3D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Acting Town Manager
Date: May 9, 2023
Subject: **FY 2023 Budget Amendment Resolution No. 7**

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 as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$174,016 of fund balance for a transfer to the Capital Projects Fund for the utilities undergrounding project management services Phase IIA.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to:

1. Record a transfer of \$174,016 from the General Fund and appropriate those funds for the utilities undergrounding project management services Phase IIA.

TOURIST RESORT FUND (Attachment A)

The Tourist Resort Fund is being amended to:

1. Appropriate \$61,685 of fund balance for a transfer to the Fleet Management Fund for the purchase of two vehicles for the Community Service Aides in tourist areas program.

FLEET MANAGEMENT FUND (Attachment A)

The Fleet Management Fund is being amended to:

1. Record a transfer of \$61,685 from the Resort Tax Fund and appropriate those funds for the purchase of two vehicles for the Community Services Aides in tourist areas program.

[Resolution Approving Budget Amendment No. 7.DOCX](#)

[FY2023 Budget Amendment No. 7.pdf](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7 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 appropriate \$174,016 of fund balance for a transfer to the Capital Projects Fund for the utilities undergrounding project management services Phase IIA, as detailed in Attachment “A” attached hereto; and

WHEREAS, the Capital Projects Fund is being amended to record a transfer of \$174,016 from the General Fund and appropriate those funds for the utilities undergrounding project management services Phase IIA, as detailed in Attachment “A” attached hereto; and

WHEREAS, the Tourist Board Fund is being amended to appropriate \$61,685 of fund balance for a transfer to the Fleet Management Fund for the purchase of two vehicles for the Community Service Aides in tourist areas program, as detailed in Attachment “A” attached hereto; and

WHEREAS, the Fleet Management Fund is being amended to record a transfer of \$61,685 from the Resort Tax Fund and appropriate those funds for the purchase of two vehicles for the Community Services Aides in tourist areas program, as detailed in Attachment “A” attached hereto; and

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

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

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

Section 2. Approving Amended Budget; Budget Amendment No. 7. 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 9th day of May, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeff Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2022/2023
 BA No. 7
 Fund Nos. 001 General Fund
 301 Capital Projects Fund
 102 Tourist Resort Fund
 501 Fleet Management Fund

5/9/2023

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001-511-392-00-00	Appropriated Fund Balance	Appropriate for transfer to Capital Projects Fund for utilities undergrounding project management services Phase IIA.	\$ 3,121,180	\$ 174,016		\$ 3,295,196
TOTAL	GENERAL FUND REVENUES			\$ 174,016	\$ -	
EXPENDITURES						
001-7900-581-91-30	Transfers Out-Capital Projects Fund	Transfer to Capital Projects Fund for utilities undergrounding project management services Phase IIA.	\$ 5,241,718	\$ 174,016		\$ 5,415,734
	GENERAL FUND EXPENDITURES			\$ 174,016	\$ -	

CAPITAL PROJECTS FUND						
REVENUES						
301-590-381-01-00	Transfers In-General Fund	Transfer from General Fund for utilities undergrounding project management services Phase IIA.	\$ 5,241,718	\$ 174,016		\$ 5,415,734
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$ 174,016	\$ -	
EXPENDITURES						
301-4400-539-63-50	Utilities Undergrounding	Utilities undergrounding project management services Phase IIA.	\$ 7,003,455	\$ 174,016		\$ 7,177,471
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 174,016	\$ -	

TOURIST RESORT FUND						
REVENUES						
102-552-392-00-00	Appropriated Fund Balance	Appropriate funds for the purchase of two vehicles for Community Service Aides in tourist areas program - March 14, 2023 Special Town Commission Meeting.	\$ 2,124,169	\$ 61,685		\$ 2,185,854
	TOURIST RESORT FUND REVENUES			\$ 61,685	\$ -	
EXPENDITURES						
102-8000-581-9190	Transfer to Fleet Management Fund	Transfer funds to the Fleet Management Fund for the purchase of two vehicles for Community Service Aides in tourist areas program - March 14, 2023 Special Town Commission Meeting.	\$ -	\$ 61,685		\$ 61,685
TOTAL	TOURIST RESORT FUND EXPENDITURES			\$ 61,685	\$ -	

FLEET MANAGEMENT FUND						
REVENUES						
501-539-381-08-00	Transfers In - Resort Tax Fund	Transfer from Resort Tax Fund for two vehicles for Community Service Aides in tourist areas program.	\$ -	\$ 61,685		\$ 61,685
TOTAL	FLEET MANAGEMENT FUND			\$ 61,685	\$ -	
EXPENDITURES						
501-5000-539-64-10	Capital Outlay-Machinery & Equip	Two vehicles for Community Service Aides in tourist areas program.	\$ 1,014,554	\$ 61,685		\$ 1,076,239
TOTAL	FLEET MANAGEMENT FUND			\$ 61,685	\$ -	



MEMORANDUM

ITEM NO. 3E.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Approving and Authorizing the Purchase of One 2023 GMC Terrain AWD Vehicle from Alan Jay Fleet Sales In An Amount Not To Exceed \$28,952.00 Utilizing the Pricing of the City of Tallahassee Agreement No. 5179 as part of the Community Service Aid Program Implementation**

Town administration is seeking Town Commission approval to piggyback contract between the City of Tallahassee Contract with Alan Jay Fleet Sales as shown in Attachment A - "Alan Jay Fleet Award Letter for Comp. Bidding City of Tallahassee Piggyback" and authorization to expend a total of \$28,952.00 towards the purchase of a 2023 GMC Terrain vehicle.

On March 14, 2023, the Town Commission approved the hiring of three (3) newly created Community Service Aide positions and associated equipment and vehicles. The program will require a total of two vehicles to implement as Town personnel will be required to work on the beach along the emergency path. Additionally, the vehicles will serve as a mobile office for the CSA for them to compose reporting. Due to a high demand for vehicles with 4-wheel drive capabilities, the Town sought out a readily available purchase. As a result, the City of Tallahassee contracted with Alan Jay Fleet for vehicle needs. Alan Jay Fleet has vehicles in stock at a competitive pricing which fit the Town's needs. A 2023 GMC Terrain SLE is an available vehicle which the Town wishes to purchase. Refer to Attachment B - Alan Jay Fleet Sales Quote 2023 GMC Terrain SLE AWD" for quote dated 03/22/2023.

Attachment C - Alan Jay Fleet Award Letter for Comp. Bidding City of Tallahassee Piggyback confirms that the City of Tallahassee procured Alan Jay Fleet services through City of Tallahassee RFP 096-21-KM

[Resolution Authorizing Approving 2023 Alan Jay GMC Vehicle Purchase.DOCX](#)

[Attachment A - "Alan Jay Fleet Award Letter for Comp. Bidding City of Tallahassee Piggyback"](#)

Attachment B - Alan Jay Fleet Sales Quote 2023 GMC Terrain SLE AWD.pdf

Attachment C - Alan Jay Fleet Award Letter for Comp. Bidding City of Tallahassee Piggyback

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2023 GMC TERRAIN AWD VEHICLE; FINDING THAT THE PURCHASE OF THE VEHICLE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is in need of a new 2023 GMC Terrain AWD Vehicle (the “Vehicle”) for the Town’s new community service aides tasked with patrolling the beach along the emergency path; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town for the Vehicle has already been competitively bid by the City of Tallahassee (“Tallahassee Bid”) and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town’s Code of Ordinances (“Code”); and

WHEREAS, the Tallahassee Bid resulted in Agreement No. 5179 for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles and Light Trucks (“Tallahassee Contract”); and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Vehicle at a cost of \$28,952.00 from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales (“Alan Jay”) based on the pricing of the Tallahassee Contract pursuant to Section 3-13(3) of the Town’s Code and consistent with the quote attached hereto as Exhibit “A” (the “Vehicle Purchase”); and

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

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

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

Section 2. Approval and Authorization to Purchase Vehicle. The Town Commission hereby approves and authorizes the Vehicle Purchase from Alan Jay in the amount of \$28,952.00 in accordance with the quote attached hereto as Exhibit "A."

Section 3. Exemption from Competitive Bidding. The Town Commission hereby finds that the Vehicle Purchase utilizing the Tallahassee Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchase described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

PASSED AND ADOPTED this 9th day of May, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. **DEFINITIONS.** Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	44397-2
Corporate Office	2003 U.S. 27 South	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221	Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
3/22/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
3/22/2023

REQUESTING AGENCY	SURFSIDE, CITY OF		
CONTACT PERSON	ELINOR JOSEPH	EMAIL	Ejoseph@townofsurfsidefl.gov
PHONE	305-861-4862	MOBILE	786-306-4078
		FAX	

CONTRACT NUMBER 5179 - 2023 CITY OF TALLAHASSEE

MODEL	TXB26 3SA	MSRP	\$31,500.00
	2023 GMC TERRAIN SLE AWD		
CUSTOMER ID	Incremental Allocation (Late Summer ETA)	GOVERNMENT PRICE	\$28,262.00
BED LENGTH	SUV		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
COLOR	EXTRA COST PAINT FOR OTHER THAN WHITE EXTERIOR.	\$490.00
CHOICE	(2) GB8 Ebony Twilight Metallic (3) GXD Sterling Metallic	\$0.00
LSD M3U	1.5L I4 TURBO WITH 9-SPEED AUTOMATIC TRANSMISSION.	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
RKE	Proximity Key For Doors And Push Button Start Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button Remote Releases -Inc: Mechanical Fuel	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
CRUISE	CRUISE CONTROL STANDARD	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

AFTERMARKET OPTIONS \$200.00

TRADE IN	TOTAL COST	\$28,952.00
	YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~	\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$28,952.00

Estimated Annual payments for 60 months paid in advance: \$6,484.06

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY CHRIS WILSON FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE

MSRP: \$31,500.00

Interior: Jet Black, Premium cloth seat trim

Exterior 1: Ebony Twilight Metallic

Exterior 2: No color has been selected.

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT

Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive

OPTIONS

CODE	MODEL	MSRP
TXB26	[Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE	\$31,500.00
OPTIONS		
3SA	SLE Preferred Equipment Group	\$0.00
5CY	Tires, P225/65R17 all-season blackwall	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00
GB8	Ebony Twilight Metallic	\$495.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 18773. Data Updated: Feb 21, 2023 6:47:00 PM PST.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (✔ Complete)

HEW	Jet Black, Premium cloth seat trim	\$0.00
IOR	Audio system, 7" diagonal GMC Infotainment System	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00
M3U	Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive	\$0.00
RSB	Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum	\$0.00
SUBTOTAL		\$31,995.00
Adjustments Total		\$0.00
Destination Charge		\$1,395.00
TOTAL PRICE		\$33,390.00

FUEL ECONOMY

Est City:24 MPG

Est Highway:28 MPG

Est Highway Cruising Range:436.80 mi

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Data Version: 18773. Data Updated: Feb 21, 2023 6:47:00 PM PST.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (✔ Complete)

Standard Equipment

Package

GMC Pro Safety includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (175 hp [131.3 kW] @ 5800 rpm, 203 lb-ft of torque [275.0 N-m] @ 2000 - 4000 rpm) (STD)

Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive (STD)

Axle, 3.47 final drive ratio

Keyless Start, push-button

Automatic Stop/Start

Engine control, stop/start system disable switch

Driver Shift Controls

Electronic Precision Shift, button and trigger based transmission interface

Fuel, gasoline, E15

Chassis, All-Wheel Drive System (All-wheel drive models only.)

Suspension, front MacPherson strut

Suspension, rear 4-link, non-isolated

Brakes, 4-wheel antilock, 4-wheel disc, 11.8" front and 11.3" rear rotor size

Brakes, front and rear with e-boost

Brake, electronic parking

Brake lining, high-performance, Duralife

Trailer provisions, 1500 lbs. (680 kg)

Capless fuel fill

Exhaust, single-outlet stainless-steel with hidden, turned-down tip

Mechanical jack with tools

Exterior

Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum

Tires, P225/65R17 all-season blackwall (AWD models only.)

Tire, spare, T135/70R16 blackwall

Wheel, spare, 16" (40.6 cm) steel


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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE ( Complete)

Exterior

Trim, Black lower body
Headlamps, LED with C-shaped lighting
Headlamps, automatic delay
Headlamp control, automatic on and off
Daytime Running Lamps, LED signature
Tail lamps, LED signature
Glass, acoustic, laminated windshield
Glass, deep-tinted, rear
Mirrors, outside heated power-adjustable, manual-folding
Mirror caps, body-color
Door handles, body-color
Liftgate, rear manual
Active Noise Cancellation, noise control system

Entertainment

Audio system, 7" diagonal GMC Infotainment System includes multi-touch display, AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, roof-mounted shark fin

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (STD)

Seat trim, premium cloth

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (✔ Complete)

Interior

Seating, 5-passenger

Seat, driver 4-way manual, fore/aft, up/down with recline

Seat, front passenger 4-way manual, fore/aft, up/down with recline

Seatback, passenger side, flat-folding

Head restraints, 2-way adjustable (up/down), front

Seat, rear 60/40 split-folding with center armrest

Seat release levers, 2nd row mechanical release levers in cargo area

Rear Seat Reminder

Floor mats, carpeted front (Deleted when LPO floor mats or LPO floor liners are ordered.)

Floor mats, carpeted rear (Deleted when LPO floor mats or LPO floor liners are ordered.)

Steering wheel, urethane

Steering wheel controls, mounted audio and phone interface

Speedometer, miles/kilometers

Display, 4.2" diagonal multi-color driver information screen (When (Y29) Infotainment Package I is ordered, includes enhanced capability with audio, phone and navigation.)

Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure, standard/metric units) and Trip Information Menu (trip 1, trip 2, fuel range, average fuel economy, instant fuel economy, average vehicle speed) and compass display

Compass display, located in the Driver Information Center

Window, power with driver Express-Up/Down

Windows, power with front passenger Express-Down

Windows, power with rear Express-Down

Door locks, power programmable with lockout protection

Keyless Open, includes extended range Remote Keyless Entry

Remote panic alarm

Cruise control, electronic with set and resume speed

Theft-deterrent system, unauthorized entry

Power outlet, front auxiliary, 12-volt

Power outlet, cargo area auxiliary, 12-volt

USB data ports, 2, one type-A and one type-C includes auxiliary input jack, located in front center storage bin

USB charging-only ports, 2, located on the rear of the center console

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (Complete)

Interior

Air conditioning, single-zone automatic climate control

Air vents, 2nd row

Sunglass storage, overhead

Map pocket, front passenger seatback

Mirror, inside rearview auto-dimming

Assist handle, driver

Assist handle, front passenger

Assist handles, rear outboard

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Exterior

Headlamp control, IntelliBeam auto high beam

Safety-Mechanical

Automatic Emergency Braking

StabiliTrak, stability control system with Traction Control

Hill Descent Control

Front Pedestrian Braking

Safety-Interior

Airbags, dual-stage frontal, and thorax side-impact driver and front passenger, and roof-rail side-impact, front and rear outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child/presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera, integrated into audio system display

OnStar and GMC connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Forward Collision Alert

Following Distance Indicator

Lane Keep Assist with Lane Departure Warning

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (✔ Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor manual learn with Tire Fill Alert

Horn, dual-note

3 years of OnStar & Connected Services Plan see onstar.com for information. Access the entire suite of OnStar Safety & Security Services and Connected Services. For retail customers, this includes the OnStar Guardian app, connectivity for available In-Vehicle Apps, In-Vehicle Wi-Fi Hotspot data and Remote Access through the myGMC mobile app. Fleet customers will receive OnStar Vehicle Insights instead of Remote Access (Eligible vehicles receive 3-years of the OnStar and Connected Services Premium Plan, including the Connected Vehicle Plan and the OnStar Safety & Security Plan. Connected Vehicle Plan includes connectivity for available in-vehicle apps, Remote Access Plan (excluding Fleet vehicles, which will receive OnStar Vehicle Insights) and In-Vehicle Wi-Fi Hotspot data. OnStar Safety & Security Plan includes access to the OnStar Guardian App, Automatic Crash Response, Emergency Services, Crisis Assist, Roadside Assistance and Stolen Vehicle Assistance.) (Standard on models built after August 31, 2022.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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CITY OF TALLAHASSEE
FLEET MANAGEMENT ADMINISTRATION

January 14, 2022

Scott Wilson
Alan Jay Fleet Sales
5330 US Hwy 27 South
PO Box 9200
Sebring, Florida 33871

Re: Notice of Award to Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales
City of Tallahassee RFP No. 096-21-KM for Municipal Vehicles Cars, Vans, SUVs & Light Trucks
Contract No. 5179

Dear Scott:

This letter confirms that the proposal submitted by Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales which includes Alan Jay Ford in response to RFP 096-21-KM was accepted and awarded as of October 18, 2021. The City of Tallahassee has entered into an agreement with Alan Jay Automotive, Inc. under Agreement No. 5179 dated January 13, 2022, for New Municipal Vehicles, Cars, Vans, SUVs, and Light Trucks.

Alan Jay Automotive continues to be informative while providing professional and friendly service. We look forward to working with you and your team under the new Contract. Please let me know if you need any additional information and/or documentation.

Best regards,

Jeff Shepard

Jeff Shepard
Fleet Management Director

JS/kc



MEMORANDUM

ITEM NO. 3F.

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

From: Shlomo Danzinger, Mayor

Date: May 9, 2023

Subject: **Surfside Heroes Appreciation Month**

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

Following the tragic collapse of the Champlain Towers South on June 24, 2021, there were many organizations, individuals, and residents who provided crucial aid and support during the weeks that followed. Many organizations continue to support the victims until this very day. The Town of Surfside would like to honor these heroes by proclaiming the month of June 2022 as "Surfside Heroes Appreciation Month". A month in which the residents of the Town of Surfside are encouraged to recognize, and show appreciation for these heroes.

[CTS Proclamation Application 2023.pdf](#)

[Resolution No. 2022-2892-CTS First Responders-Family-Friends-June 24 Day.pdf](#)

[Surfside Heroes Proclamation 11x14 2023.pdf](#)



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation Certificate Key Brick (check one)

Date of Request: May 9, 2023

Name of Requestor: Mayor Shlomo Danzinger

Organization: Town of Surfside

Address: 9293 Harding Ave., Surfside, FL 33154

Phone / E-Mail: sdanzinger@townofsurfsidefl.gov

Name of Individual / Organization to be honored:

See attached

Title for Proclamation or Certificate:

Surfside Heroes Appreciation Month

Date of Recognition: June 2023

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

See attached

Document is to be:

- Presented at a Commission Meeting in May 9, 2023 (month / year)
- Presented at the following event _____ (*Please attach event information to the request form*)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

RESOLUTION NO. 2022- 2892

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, COMMEMORATING AND HONORING THE VICTIMS, FAMILY AND FRIENDS, FIRST-RESPONDERS, AND SEARCH-AND-RESCUE TEAMS TO THE CHAMPLAIN TOWERS SURFSIDE COLLAPSE; DECLARING JUNE 24, 2022, AND EACH JUNE 24 THEREAFTER, AS “SURFSIDE CHAMPLAIN TOWERS SOUTH REMEMBRANCE DAY”; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the early morning hours of June 24, 2021, the residential condominium Champlain Towers South Condominium located at 8777 Collins Avenue, Surfside, Florida 33154 (“Champlain Towers South”), experienced a major structural collapse of a substantial portion of the building (“Building Collapse”); and

WHEREAS, the Town’s municipal first responders immediately mobilized to rescue as many Champlain Towers South residents as possible and to address the major threats posed by the Building Collapse to the health, safety, and welfare of the Town’s residents; and

WHEREAS, on June 24, 2021, the Governor Ron DeSantis issued Executive Order Number 21-148 declaring a State of Emergency in Miami-Dade County due to the Building Collapse in order to assist in the response and recovery of the Building Collapse and the development of mitigation plans necessary to address hazards posed by the Building Collapse; and

WHEREAS, similarly, on June 24, 2021, the Mayor of Miami-Dade County (“County”) issued a Declaration of Local State of Emergency in connection with the Building Collapse in order to assist in the search and rescue operation in the Town; and

WHEREAS, on June 25, 2021, the Town Commission adopted Resolution No. 2021-2802, declaring a Local State of Emergency due to the Building Collapse within the Town; and

WHEREAS, despite the courageous rescue efforts of the Town, County, State, and National first-responders, and other foreign search-and-rescue teams, the Building Collapse resulted in the deaths of 98 people and injuries to many others; and

WHEREAS, the Town desires to respectfully commemorate and honor the victims, families and friends, first-responders, and other search-and-rescue teams affected by the Champlain Towers South Building Collapse by declaring the 24th day of June, 2022, and the 24th day of June each year thereafter, as “Surfside Champlain Towers South Remembrance Day”; and

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

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

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

Section 2. Commemoration; Declaration of “Surfside Champlain Towers South Remembrance Day”. That the Town Commission respectfully commemorates and honors the victims, families and friends, first-responders, and search and rescue teams affected by the Champlain Towers South Building Collapse. The Town Commission hereby declares June 24, 2022, and each June 24 thereafter, as “Surfside Chaplain Towers South Remembrance Day”.

Section 3. Implementation. That the Town Manager and Town Officials are hereby authorized to take all actions necessary to implement the purposes of this Resolution,

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

PASSED AND ADOPTED this 14th day of June, 2022.

Motion By: Mayor Danzinger

Second By: Commissioner Meischeid

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman Yes

Commissioner Marianne Meischeid Yes

Commissioner Nelly Velasquez Absent


Vice Mayor Jeffrey Rose Yes

Mayor Shlomo Danzinger Yes



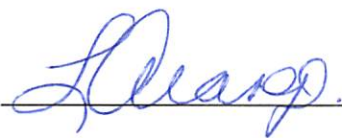
Shlomo Danzinger, Mayor

ATTEST:

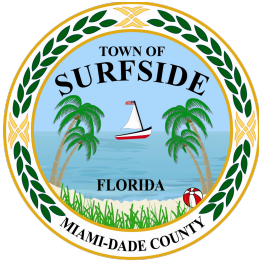


Sandra McCready, MMC
Town Clerk

**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



Proclamation

Surfside Heroes Appreciation Month

~ June 2023 ~

- Whereas,** on June 24th, 2021, at 1:20 AM Surfside Police officers were the first to respond to the Champlain Towers South collapse and aided in the evacuation of the survivors, AND
- Whereas,** members of the Miami- Dade Fire Rescue, City of Miami Fire Rescue, and City of Miami Beach Fire Rescue responded without hesitation to the scene to provide aid, AND
- Whereas,** search and rescue teams from South Florida (FL-TF1, FL-TF2), teams from across our State (FL-TF3, FL-TF4, FL-TF5, FL-TF6, FL-TF7, FL-TF8), and National teams from Ohio (OH-TF1), Indiana (IN-TF1), New Jersey (NJ-TF1), Pennsylvania (PA-TF1), Virginia (VA-TF2), and the Blue Incident Support Team (IST) responded to Surfside in our time of need to search for survivors and ultimately recover those lost to return them to their families, AND
- Whereas,** the State of Israel mobilized the Israeli Defense Force's Search & Rescue Team (ISR-1) which responded from overseas and provided vital intel, aid, and support in the rescue and recovery efforts, AND
- Whereas,** all the employees of the Town of Surfside went above and beyond, working non-stop to provide much needed functions, aid, and support throughout the entire event, AND
- Whereas,** Miami-Dade County Police and neighboring South Florida Municipal Law Enforcement agencies aided in providing safety and security for the residents of the Town of Surfside, AND
- Whereas,** Hatzalah of South Florida, was on the scene providing medical aid to the victims, and remained on-site throughout the rescue and recovery effort to provide medical aid to the search and rescue teams, AND
- Whereas,** volunteers from Chessed Shel Emes remained on-site throughout the rescue and recovery effort, ensuring that all those recovered were treated with the utmost dignity & respect as per Halachic traditions, AND
- Whereas,** Yedidim USA set up a command center with over 2,000 volunteers, which prepared over 50,000 meals that fed families and first responders, and provided emergency supplies and equipment throughout the search and recovery effort, AND
- Whereas,** Strong for Surfside was a movement formed by many businesses, organizations, and private citizens who joined together to provide aid and support during the chaotic weeks that followed, AND
- Whereas,** Jewish Community Services (JCS), Red Cross, Global Empowerment Mission (GEM), EZS, and the Shul provided and continue to provide much needed aid and support to the victims of the collapse.

Now therefore I, Shlomo Danzinger, Mayor of Surfside, do hereby proclaim the month of June 2023, as "**Surfside Heroes Appreciation Month**" in the Town of Surfside and encourage all residents of Surfside to join in recognizing these heroes by actions of acknowledging, supporting, and showing appreciation to the aforementioned organizations.

Signed by my hand at Surfside Town Hall, in the Commission Chambers, on this the 9th day of May 2023.

Shlomo Danzinger, Mayor
Town of Surfside



MEMORANDUM

ITEM NO. 4A1.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Pension Ordinance Addressing Housekeeping Items and Technical Corrections**

It is requested that the Commission approve the proposed Pension Ordinance on second reading. The outside professionals employed by the Pension Board are available to answer any questions.

The Town of Surfside sponsors a defined benefit retirement plan for employees (the "Retirement Plan"), which is administered by a five-member Pension Board of Trustees (the "Pension Board"). After a comprehensive review of pension benefits in the year 2020, the Pension Board unanimously recommended aligning retirement ages with the Retirement Plan's maximum benefit cap. Two pension ordinances were adopted in the year 2020: Ordinance 2020-1707 (relating to civilian employees) and 2020-1711 (relating to police officers).

The Retirement Plan was originally adopted in 1960 and is codified in Chapter 2, Article V of the Town Code. Periodically the Retirement Plan is required to be updated and/or clarified. Working with its plan professionals, the Pension Board has unanimously recommended several technical correction amendments which will clarify language and fully implement amendments intended in the year 2020, to permit employees to receive unreduced pension benefits once fully vested.

The proposed Ordinance contains technical corrections/clarifications governing retirement dates (Section 2-176) and the DROP Plan (Section 2-193). These amendments do not have any actuarial impact.

The proposed Ordinance as presented for first reading, addressed the timing of benefit payments for deferred vested members who separate from service after working for at least ten years, but prior to their normal retirement date (Section 2-182). While this retirement scenario was intended to be incorporated into the 2020 amendments, the requisite revisions were inadvertently omitted. The Commission deferred this section of the ordinance and requested it be brought back as a separate item within 90 days. The Ordinance has been

amended accordingly for second reading. The Town's actuary, GRS Consulting will be providing an updated impact statement, free of charge.

Section 1 of the Ordinance would clarify Plan language by making technical corrections to Section 2-176 of the Retirement Plan. There is no cost impact to these amendments which are not substantive.

Section 3 would permit all DROP participants to participate in the DROP program for a full five-year period. As currently written, Section 2-193 limits DROP participation to five years, but also requires DROP participants to separate from Town employment no later than 60 months from their first date of eligibility. Many employees delay DROP entry because they were hired at a young age or cannot yet afford to retire. The proposed amendment would permit all eligible employees to participate in the DROP program for a full five-year term, regardless of their age or date of initial eligibility. There is no cost impact to this amendment.

As calculated by the Pension Board's actuary, the cost of this Pension Ordinance will be approximately \$0 per year. The actuarial study prepared by the Pension Board's actuary is attached (Attachment "A").

Programming: All proposed amendments would apply to current employees and would become effective upon final passage and acceptance by respective bargaining units through a memorandum of understanding.

[Pension Ordinance.DOCX](#)

[Attachment A - Actuarial Impact Statement - May 2023.pdf](#)

34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF
35 THE TOWN OF SURFSIDE, FLORIDA:¹

36 **Section 1.** **Recitals Adopted.** That the above-stated recitals are hereby adopted and
37 confirmed.

38
39 **Section 2.** **Town Code Amended.** Section 2-176 – “Service Retirement
40 Allowance”, of Division 2. – “Pension Plan”, of Article V. – “Employee Benefits”, of Chapter 2. –
41 “Administration”, of the Town Code is hereby amended, as follows:

42 Chapter 2 – Administration

43 ***

44
45
46 Article V. – Employee Benefits

47 ***

48
49
50 Division 2. – Pension Plan

51 ***

52
53 **Sec. 2-176. Service Retirement Allowance.**

54
55 (a) *Normal retirement date.* Each member who retires or otherwise terminates employment
56 with the town on or after his normal retirement date, as determined below, shall be entitled
57 to receive a service retirement annuity in the amount provided in subsection (c) of this
58 section. Effective January 1, 2020, the normal retirement date for each member shall be the
59 first day of the month coincident with or next following the earlier of:

60
61 (1) For members who are police officers and retired on or before January 31 ~~February~~
62 ~~1~~, 2020:

- 63 a. The attainment of age 52 and the completion of 20 years of creditable
64 service; or
65 b. The attainment of age 62 and the completion of 5 years of credited service;
66 or
67 c. The completion of 25 years of creditable service;
68 d. The completion of 15 years and four months of service if hired on a
69 full-time basis in March 2003.

70 ***

71

¹ **Coding:** ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with grey highlighted ~~strikethrough~~ and double underline.

72 (3) For members who are not sworn law enforcement officers, who retire on or after
73 January 1, 2020, the earliest of:

- 74
- 75 a. The attainment of age 50 and the completion of 20 years of service;
 - 76
 - 77 b. The attainment of age 52 and the completion of 15 years of service; or
 - 78
 - 79 c. The attainment of age 55 and the completion of 10 years of service.
 - 80

81 (b) *Early retirement date.* The early retirement date of each member shall be the first day of the
82 month coincident with or next following the earlier of:

83

84 (1) The completion of 20 years of creditable service for all members, or;

85

86 (2) The attainment of age 55 and the completion of 15 years of creditable service for
87 Police officers.

88

89 Each member who retires from service on or after his early retirement date shall be entitled to
90 receive a service retirement annuity in the amount provided in subsection (c) of this section. Early
91 retirement benefits shall commence on the date which would have been the member's normal
92 retirement date had he continued in employment with the town. Alternatively, and at the option of
93 the member, reduced early retirement benefits may commence at an earlier date, but no earlier than
94 the attainment of age 55 for Police officers, with the reduction being equal to one-half of one
95 percent for each month by which the benefit commencement date precedes the date which would
96 have been the member's normal retirement date had he continued in employment with the town.

97

98 ~~Section 3. Section 2-182 "Vested rights; effect of salary payments, deduction for~~
99 ~~plan," of Division 2. "Pension Plan", of Article V. "Employee Benefits", of Chapter 2.~~
100 ~~"Administration", of the Town Code is hereby amended, as follows:~~

101 ~~Chapter 2 Administration~~

102 ~~***~~

103

104

105 ~~Article V. Employee Benefits~~

106 ~~***~~

107

108

109 ~~Division 2. Pension Plan~~

110 ~~***~~

111

112

113 ~~Sec. 2-182. Vested rights; effect of salary payments, deductions for plan.~~

114

115 ~~(a) Members who are not police officers, by virtue of the payment of the contributions~~
116 ~~required to be paid to the plan, receive a vested interest in the accrued benefits earned by such~~

117 ~~members upon completion of ten years of creditable service, regardless of age. The vested interest~~
 118 ~~in the accrued benefits earned by all employees who are or become members on or after February~~
 119 ~~1, 2003 varies by completion of years of creditable service, regardless of age, as follows:~~
 120

Completed Years of Creditable Service	Vested Interest,
	%
Less than 5	0
5 or more, but less than 6	50
6 or more, but less than 7	60
7 or more, but less than 8	70
8 or more, but less than 9	80
9 or more, but less than 10	90
10 or more	100

121
 122 ~~If separated from service, such vested members shall be entitled to a service retirement annuity~~
 123 ~~commencing on the attainment of 65, provided such members have not received a refund of their~~
 124 ~~contributions to the plan. Effective May 1, 2023, general employee and senior management~~
 125 ~~members who are 100% vested shall be entitled to a service retirement annuity commencing at the~~
 126 ~~attainment of age 55, provided such members have not received a refund of their contributions to~~
 127 ~~the plan.~~

128
 129 ***

130
 131
 132 **Section 43.** Section 2-193, “Deferred retirement option plan (DROP)”, of Division 2. –
 133 “Pension Plan”, of Article V. – “Employee Benefits”, of Chapter 2. – “Administration”, of the
 134 Town Code is hereby amended, as follows:

135
 136 Chapter 2 – Administration

137
 138 ***

139
 140 Article V. – Employee Benefits

141
 142 ***

143
 144 Division 2. – Pension Plan

145
 146 * * *

147
 148 **Sec. 2-193. – Deferred retirement option plan.**

149 A deferred retirement option plan ("DROP") is hereby created as follows:

150 (1) *Eligibility.* A member of the plan who reaches normal retirement age shall be eligible to
151 participate in the DROP ("eligible member"). An eligible member may participate in
152 the DROP for a maximum of 60 months from the date the member reaches his or her
153 ~~earliest~~ normal retirement date. Anything herein to the contrary notwithstanding, if an
154 eligible member has reached his or her normal retirement date on or before the date the
155 DROP plan is implemented, then the eligible member shall have 60 days from the date
156 the DROP plan is implemented to elect in writing to participate in the DROP for the
157 maximum DROP participation period of 60 months.

158 (2) *Participation.*

159 a. An eligible member may elect to become a participant in the DROP ("participant")
160 with 30 days advance written notice to the town and the board during the applicable
161 DROP period; however, in no event shall the DROP period be extended beyond ~~the~~
162 60 months ~~from the date the police officer or dispatcher member is first eligible to~~
163 ~~participate in the DROP.~~ As a condition of participating in the DROP, the eligible
164 member must agree to terminate town employment at the conclusion of the DROP
165 period and must submit a letter of resignation to the town, which letter shall be
166 coupled with an interest and shall be irrevocable, prior to entering the DROP.

167 ***

168 (7) Distribution of DROP account.

169 a. Within ~~30~~ 120 days following the participant's termination of the employment or
170 death, the participant's entire DROP account balance shall be distributed to the
171 participant (or in the event of the death, to the participant's designated beneficiary
172 or estate) in a cash lump sum, unless the participant elects to have all or any portion
173 of an eligible rollover distribution paid directly to an eligible retirement plan
174 specified by the participant. Regardless of the option selected by the participant, the
175 board has the right to accelerate or defer payments to comply with the Internal
176 Revenue Code. The DROP is intended to comply with the Internal Revenue Code
177 and the board shall take no action which would jeopardize the tax qualification of
178 the plan.

179 * * *

180 **Section 54. Conflicts.** All sections or parts of sections of the Town Code, all
181 ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be
182 and the same, are hereby repealed to the extent of such conflict.

183

184

226 _____
227 Weiss Serota Helfman Cole & Bierman, P.L.
228 Town Attorney



May 1, 2023

Ms. Mayte Gamiotea
Pension Administrator
Retirement Plan for Employees of the
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154-3009

**Re: Retirement Plan for Employees of the Town of Surfside
Actuarial Impact Statement**

Dear Mayte:

As requested, we have performed an actuarial review of the proposed Ordinance.

Based upon our review, the proposed Ordinance:

1. Clarifies the description of normal and early retirement ages.
2. Amends Section 2-193 governing the DROP for administrative changes.
3. Repeals all Ordinances or parts of Ordinances in conflict herewith.
4. Provides for severability.
5. Provides for codification.
6. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2021 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State funding requirements.

If you should have any question concerning the above, please do not hesitate to contact us.

Sincerest regards,
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads "Michelle Jones". The signature is written in a cursive, flowing style.

Shelly L. Jones, A.S.A., E.A.
Consultant and Actuary

cc: Ms. Yamileth Slate-McCloud
Adam Levinson, Esq.



MEMORANDUM

ITEM NO. 4A2.

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

From: Sandra N. McCready, MMC, Town Clerk

Date: May 9, 2023

Subject: **Amendment of Election Qualifying Dates Due to the March 19, 2024 Presidential Preference Primary**

Town Administration recommends approval of this ordinance on second reading to adhere to the State's and Miami-Dade County's 2024 Election Schedule.

The Presidential Preference Primary (PPP) elections are scheduled to be held every four years on the third Tuesday in March. The Miami-Dade County Supervisor of Elections deadline to receive ballot information and documents for the 2024 PPP, is Friday, December 1, 2023 (Attachment "A").

The Town of Surfside must amend Sec. 101. – Qualifying for Elected Office, of the Town of Surfside Charter to comply with State and County regulations and deadlines relating to the holding of the Florida 2024 PPP.

The Town Clerk's Office and the Town Attorney's office are proposing that for the Town of Surfside General Election scheduled for March 19, 2024, the qualifying dates are as follows:

Beginning on Friday, November 3, 2023 at 9:00am and ending on Wednesday, November 22, 2023 at noon., with any amended qualifying petition (as otherwise permitted pursuant to section 101 of the Town Charter) to be filed by no later than Wednesday, November 29, 2019 at noon.

Amending the Town's qualifying dates stipulated in the Town Charter will allow all candidates sufficient time to qualify in order to get their names on the March 19, 2024 ballot.

[Attachment A - Miami-Dade County Ballot Issue Deadlines - 2024.pdf](#)

[Ordinance Amending Qualifying Dates.docx](#)

2024 BALLOT ISSUES DEADLINES

(As of January 20, 2023 - Subject to Change)

Should a municipality have a scheduled election or wish to conduct a special election along with the countywide 2024 Presidential Preference Primary, Primary and General Elections, the **deadlines listed below must be followed**, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail vote-by-mail ballots to overseas voters.

If you are considering conducting a special election, which includes adding a question(s) and/or filling a vacancy(ies), to a regularly scheduled election, please note that per F.S. 100.151, “...*the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his (her) consent obtained as to a date...*” Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a special election must be passed to meet the deadlines listed below.

2024 SCHEDULED COUNTYWIDE ELECTIONS	DEADLINE FOR CANDIDATE QUALIFYING TO END	DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS
PRESIDENTIAL PREFERENCE PRIMARY ELECTION March 19, 2024	No later than Friday, December 1, 2023	No later than Friday, December 1, 2023
PRIMARY ELECTION August 20, 2024	No later than Friday, June 14, 2024 <i>(Same as Federal, State, and County offices)</i>	No later than Friday, May 24, 2024
GENERAL ELECTION November 5, 2024	No later than Friday, August 23, 2024	No later than Friday, July 26, 2024

Should you have any questions or need additional information, please contact Elizabeth Prieto, Elections Coordination Manager, at 305-499-8405 or e-mail at eprieto@miamidade.gov.

37 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN**
38 **OF SURFSIDE AS FOLLOWS:¹**

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

41 **Section 2.** **Qualifying Dates Changed.** For the Town’s March 19, 2024 General
42 Election, the qualifying periods set forth in Section 101 of the Town Charter are hereby changed
43 to establish a qualifying period to commence on Friday, November 3, 2023 at 9:00 a.m. and end
44 on Wednesday, November 22, 2023 at 12:00 p.m., with any amended qualifying petition (as
45 otherwise permitted pursuant to Section 101 of the Town Charter) to be filed by no later than
46 Wednesday, November 29, 2023 at 12:00 p.m.

47 **Section 3.** **Establishing End of Supplemental Qualifying Period.** That with regard
48 to the Town’s March 19, 2024 General Election, the end date for any supplemental qualifying
49 period shall be Wednesday, November 29, 2023 at 12:00 p.m.

50 **Section 4.** **Incorporation into Charter.** The provisions of Section 2 of this Ordinance
51 dealing with the limited change in qualifying dates for the Town’s March 19, 2024 General
52 Election, shall become and be made part of Section 101 of the Town’s Charter, and all remaining
53 language in the Charter dealing with qualifying for office not otherwise in conflict with and/or
54 expressly referred to in this Ordinance shall apply to said March 19, 2024 General Election.

55 **Section 5.** **Inclusion in the Code.** The provision of Section 3 of this Ordinance dealing
56 with the establishment of a date by which the supplemental qualifying period shall end for the
57 Town’s March 19, 2024 General Election, shall become and be made part of Section 26-14 of the
58 Town’s Code of Ordinances.

59 **Section 6.** **Authorization.** The Town Clerk is authorized to take all actions necessary
60 to incorporate the provisions of this Ordinance into the Town Charter and Town Code in order to
61 accomplish such intentions, and sections of this Ordinance may be implemented into the Charter
62 and Code via footnote.

63 **Section 7.** **Notification to Miami-Dade County.** The Town Clerk is directed, upon
64 adoption of this Ordinance on second and final reading, to notify the Miami-Dade County
65 Elections Department of the subject changes in qualifying dates and to transmit certified copies of
66 this Ordinance to the Miami-Dade County Supervisor of Elections.

67 **Section 8.** **Codification.** It is the intent of the Town Commission that the provisions
68 of this ordinance shall become and be made a part of the Town’s Charter and Code of Ordinances,
69 and that the sections of this Ordinance may be renumbered or relettered, and the word “ordinance”
70 may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in
71 order to accomplish such intentions.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double-strikethrough~~ and double underline.

72 **Section 9. Severability.** The provisions of this Ordinance are declared to be severable
73 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
74 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,
75 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
76 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

77 **Section 10. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of
78 resolutions, in conflict herewith, are repealed to the extent of such conflict.

79 **Section 11. Effective Date.** This Ordinance shall become effective immediately upon
80 final adoption on second reading.

81 **PASSED** on first reading on the ____ day of _____, 2023.

82 **PASSED AND ADOPTED** on second reading on the ____ day of _____, 2023.

83 **On Final Reading Moved By:** _____

84 **On Final Reading Second By:** _____

85 **FINAL VOTE ON ADOPTION**

- 86 Commissioner Nelly Velasquez _____
- 87 Commissioner Marianne Meischeid _____
- 88 Commissioner Fred Landsman _____
- 89 Vice Mayor Jeff Rose _____
- 90 Mayor Shlomo Danzinger _____

91

92

93

94 _____
Shlomo Danzinger
95 Mayor

96 **ATTEST:**

97

98

99 _____

100 Sandra McCready, MMC

101 Town Clerk

103 **APPROVED AS TO FORM AND LEGALITY FOR THE USE
104 AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

105

106

107 _____

108 Weiss Serota Helfman Cole & Bierman, P.L.

109 Town Attorney



MEMORANDUM

ITEM NO. 4A3.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: May 9, 2023
Subject: **Zoning Code Correction: Front Setback Standards**

Staff recommends that the ordinance be approved on second reading to provide that a minimum of 50 percent of the front yard setback area will be landscaped.

The Zoning Code states that front yards in the H30A, H30B, H30C or H40 districts may not be more than 50% paved. It also states that a minimum of 30% of the front yard must be landscaped and pervious. Pavers and pervious hard materials cannot be utilized for the calculation of pervious area. The Code considers these materials as part of the allowed 50% paved area. At this time Zoning Reviews are interpreting that 50% of a front yard setback may be any type of pervious or non-pervious hard materials and the remaining 50% is landscaped. This ordinance amends the code to require that 50% of a front yard setback be landscaping. This may include loose gravel, rocks, and pebbles less than 2.5" in width that allow for percolation.

At first reading of the ordinance, the Town Commission requested that the ordinance provide that loose gravel, rocks and pebbles less than 2.5' in width to allow percolation may be included in the landscape area calculation.

See **Attachment A** for the relevant sections of the Code.

[Attachment A - Front Yard Restrictions](#)

[Ordinance Amending Sec. 90-61 - Setback Paving Standards - SR 4-28-23.docx](#)

Sec. 90-61. Paving in front and rear yards in H30 and H40 districts.

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) Not less than 30 percent of the front yard shall be landscaped.
- (2) Not less than 20 percent of the rear yard shall be landscaped.
- (3) No front yard shall be accessible by vehicles from a public street by more than two curb cuts.
- (4) No curb cut shall be located within five feet of a side lot line.
- (5) On corner lots where vehicular access and off-street parking are provided in a secondary frontage yard, these same regulations shall apply also to the secondary frontage yard. Such secondary frontage yards shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater and not less than 30 percent of the secondary frontage yard shall be landscaped.
- (6) Driveway materials are limited to the following:
 - a. Pavers.
 - b. Color and texture treated concrete, including stamped concrete as long as it is permeable.
 - c. Painted concrete shall not be permitted.
 - d. Asphalt shall not be permitted.
- (7) The width of the curb cut shall be measured from the terminus of the driveway entry, not including the taper.
- (8) A driveway shall not extend beyond the front plane of the home unless:
 - a. Providing direct access to a vehicular garage; or
 - b. Presented to and approved by the design review board which shall consider whether the extension is necessary to serve the property and will be compatible with the neighborhood.

Driveways existing prior to March 13, 2018 [effective date of this ordinance] shall be deemed legally non-conforming and may be repaired or rebuilt, but not expanded.

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 following table.

	Maximum Driveway Connections (Curb Cuts) Allowed and Location
--	---

Front lot line width is less 100 feet	<ol style="list-style-type: none"> 1. One curb cut, not more than 18 feet in width; or 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 100 feet or greater	<ol style="list-style-type: none"> 1. One curb cut, not more than 24 feet in width; or 2. 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 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.

90-61.2 Curb cuts for properties fronting on Collins Avenue, Harding Avenue and every east-west street in between Collins Avenue and Harding Avenue, excluding H30B district properties.

- (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) One-way driveway connections (curb cuts) shall not exceed 12 feet in width. Two-way driveway connections (curb cuts) shall not exceed 24 feet in width.
- (c) Except where expressly provided otherwise, driveway connections (curb cuts) on east-west streets shall be as far away from intersections as practicable.
- (d) If a property fronts on Collins Avenue, Harding Avenue and two east-west streets, for purposes of the foregoing table, it shall be deemed to front on Collins Avenue, Harding Avenue and one east-west street.
- (e) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the following table, provided that there shall be no more than one vehicular curb cut or vehicular access per building provided on any lot wider than 90 feet or with an aggregated frontage exceeding 90 feet. All curb cuts on Harding Avenue and Collins Avenue are subject to review and approval by the Florida Department of Transportation.

Roadway frontage			Maximum Driveway Connections (Curb Cuts) Allowed and
Collins Ave.	Harding Ave.	East-West Street	
X	X	X	<ol style="list-style-type: none"> 1. One two-way on Harding Avenue and one two-way on Collins Avenue; or 2. One two-way on either Collins Avenue or Harding Avenue and one two-way mid-block on east-west street; or 3. One one-way on Collins Avenue, one one-way on Harding Avenue and one two-way mid-block on east-west street
X	X		<ol style="list-style-type: none"> 1. One two-way on either Collins Avenue or Harding Avenue; or 2. One one-way on Collins Avenue and one one-way on Harding Avenue
X		X	<ol style="list-style-type: none"> 1. One two-way on Collins Avenue; or 2. One one-way on Collins Avenue and one one-way on east-west street
	X	X	<ol style="list-style-type: none"> 1. One two-way on Harding Avenue; or 2. One one-way on Harding Avenue and one one-way on east-west street
X			One two-way on Collins Avenue
	X		One two-way on Harding Avenue

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1568, § 2, 2-8-11; Ord. No. 2016-1642, § 2, 1-12-16 ; Ord. No. 18-1678 , § 2, 3-13-18)

ORDINANCE NO. 2023 - _____

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. – “PAVING IN FRONT AND REAR YARDS IN H30 AND H40 DISTRICTS” BY AMENDING LANDSCAPE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,
2 Florida Statutes, provide municipalities with the authority to exercise any power for
3 municipal purposes, except where prohibited by law, and to adopt ordinances in
4 furtherance of such authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”)
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code (“Code”) in order to update regulations and procedures to maintain consistency with
8 state law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-61 of the Code provides that front yards in the H30 and H40
11 districts may not be paved by more than 50% of their area; and

12 **WHEREAS**, despite the limitation on pavement, Section 90-61 only requires 30% of
13 the front yard area be landscaped; and

14 **WHEREAS**, the Town Commission finds that the paving (50%) and landscaping (30%)
15 requirements for the front yard create some ambiguity since it is unclear what the
16 remaining 20% could be other than landscaping; and

17 **WHEREAS**, the Town Commission wishes to resolve the ambiguity in favor of
18 requiring more landscaping; and

19 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and
20 Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed,

21 including revisions to the requirements of the front setback standards to clarify that at
22 least 50% of the front setback be landscaped; and

23 **WHEREAS**, the Town Commission held its first public hearing on April 18, 2023 and,
24 having complied with the notice requirements in the Florida Statutes, approved the
25 proposed amendments to the Code with a change to permit loose gravel, rocks, and
26 pebbles in the calculation of landscape area; and

27 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency for
28 the Town, held its hearing on the proposed amendment to the Code on April 27, 2023
29 with due public notice and input, and recommended adoption of the proposed
30 amendments to the Code; and

31 **WHEREAS**, the Town Commission has conducted a second duly noticed public
32 hearing on these Code amendments as required by law on _____, 2023
33 and further finds the proposed changes to the Code are necessary and in the best interest
34 of the Town.

35 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
36 **TOWN OF SURFSIDE, FLORIDA¹:**

37
38 **Section 1. Recitals.** The above Recitals are true and correct and are
39 incorporated herein by this reference:

40 **Section 2. Town Code Amended.** Section 90-61. – “Paving in front and rear
41 yards on H30 and H40 districts,” is hereby amended as follows:

42 **Sec. 90-61. Paving in front and rear yards in H30 and H40 districts.**

43 Front setbacks in the H30A, H30B, H30C or H40 districts shall not be more than 50
44 percent paved over with any type of material that is not readily permeable by rainwater
45 and groundwater. Areas covered by Ppavers and pervious hard materials, including
46 pervious concrete, shall not be utilized included for in the calculation of pervious
47 landscaped area, but loose gravel, rocks, and pebbles less than 2.5” in width to allow
48 percolation shall be included in the landscape area calculation. Additionally, the
49 following requirements shall apply:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double-strikethrough~~ and double underline.

- 50 (1) Not less than ~~30~~ 50 percent of the front yard shall be landscaped.
- 51 (2) Not less than 20 percent of the rear yard shall be landscaped.
- 52 (3) No front yard shall be accessible by vehicles from a public street by more than
53 two curb cuts.
- 54 (4) No curb cut shall be located within five feet of a side lot line.
- 55 (5) On corner lots where vehicular access and off-street parking are provided in a
56 secondary frontage yard, these same regulations shall apply also to the
57 secondary frontage yard. Such secondary frontage yards shall not be more
58 than 50 percent paved over with any type of material that is not readily
59 permeable by rainwater and groundwater and not less than ~~30~~ 50 percent of
60 the secondary frontage yard shall be landscaped.
- 61 (6) Driveway materials are limited to the following:
- 62 a. Pavers.
- 63 b. Color and texture treated concrete, including stamped concrete as long as
64 it is permeable.
- 65 c. Painted concrete shall not be permitted.
- 66 d. Asphalt shall not be permitted.
- 67 (7) The width of the curb cut shall be measured from the terminus of the driveway
68 entry, not including the taper.
- 69 (8) A driveway shall not extend beyond the front plane of the home unless:
- 70 a. Providing direct access to a vehicular garage; or
- 71 b. Presented to and approved by the design review board which shall
72 consider whether the extension is necessary to serve the property and will
73 be compatible with the neighborhood.
- 74 Driveways existing prior to March 13, 2018 [effective date of this ordinance]
75 shall be deemed legally non-conforming and may be repaired or rebuilt, but not
76 expanded.

77 * * *

78 **Section 3. Severability.** If any section, sentence, clause or phrase of this
79 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
80 then said holding shall in no way affect the validity of the remaining portions of this
81 Ordinance.

82 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
83 and it is hereby ordained that the provisions of this Ordinance shall become and made a
84 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
85 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
86 be changed to "Section" or other appropriate word.

87 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
88 ordinances or resolutions in conflict herewith are hereby repealed.

89 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
90 on second reading.
91

92 **PASSED** and **ADOPTED** on first reading this ____ day of _____, 2023.
93

94 **PASSED** and **ADOPTED** on second reading this ____ day of _____, 2023.
95
96

97 On Final Reading Moved by: _____
98

99 On Final Reading Second by: _____
100

101 **First Reading:**

102 Motion by: _____

103 Second by: _____
104
105

106 **Second Reading:**

107 Motion by: _____

108 Second by: _____
109
110

111 **FINAL VOTE ON ADOPTION**

112 **ATTEST:**
113
114

115 _____

116 Sandra N. McCready, MMC

117 Town Clerk
118

119 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
120 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**
121
122

123 _____

124 Weiss Serota Helfman Cole & Bierman, P.L.

125 Town Attorney



MEMORANDUM

ITEM NO. 4A4.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: May 9, 2023
Subject: **Zoning Code Correction - Roof Deck Stairway Height**

Staff recommends approval of the ordinance as presented, as it is in the Town's interest to resolve the conflict regarding rooftop elements in favor of the Florida Building Code.

At a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed, including amending the regulations applicable to safety features for roof top access stairs. Staff advised the meeting participants that a conflict between the Town's roof top modification allowance in the zoning code and the safety requirements of the Florida Building Code was present.

For certain types of structures and/or equipment, the requirements of the Florida Building Code may conflict with Section 90-44.1. An example of this is roof deck railings, which are generally required by the Florida Building Code to be a minimum height of 42-inches, where the zoning code only allows 3-ft in additional height. The proposed ordinance provides for deference to the Florida Building Code when appropriate. The proposed changes to this code section include referrals to the other sections of the code that regulate roof top elements.

At first reading of the ordinance, the Town Commission directed changes to section 90-50.2(7) of the Ordinance as to other rooftop elements, which are incorporated in the attached ordinance for second reading.

See **Attachment A** for the relevant sections of the Zoning Code.

[Attachment A - Roof Stair Stairs Limitations in the Zoning Code](#)

[Ordinance Amending Sec. 90-50.2 Roof Deck Provisions - SR 4-28-23.docx](#)

Sec. 90-44. Modifications of height regulations.

90-44.1 Architectural elements including cupolas, chimneys, flagpoles, spires, steeples, stair accessways, antennas, ventilators, tanks, parapets, trellises, screens and similar not used for human habitation, may be erected to a reasonable and necessary height, consistent with and not to exceed the following limitations:

Designation	Maximum Height (Feet)	Maximum Percentage of Aggregate Roof Area
H30A	3 FT	1%
H30B	3 FT	1%
H30C	3 FT	10%
H40	12 FT	10%
H120	20 FT	30%
SD-B40	12 FT	10%

90-44.2 Mechanical equipment rooms, including elevator shafts, and stair access ways may be allowed to exceed the maximum height limitations, not to exceed the limitations listed above, provided they shall be of a high architectural quality integral to the design of the building. In the H30C and H40 Districts, any element over four feet in height where a minimum four-foot parapet is provided shall be set back 13 feet from the facade wall plane; otherwise they shall be set back a minimum of 22 feet from the facade wall plane.

90-44.3 In the H120 district, on lots or parcels where construction is regulated by the State of Florida Coastal Construction Code, maximum height shall be measured from the established elevation determined by the Florida Department of Environmental Protection for the first floor.

90.44.4 Height variations among architectural elements shall be of no less than five feet in variation.

90.44.5 Buildings with one continuous height shall be prohibited.

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11; Ord. No. 2016-1642, § 2, 1-12-16)

Sec. 90-50. Architecture and roof decks.

90-50.2 Roof deck provisions.

- (1) Roof decks shall be permitted in all zoning districts.
- (2) For properties designated H30A and H30B, roof decks area limited as follows:
 - a. Exterior and interior stairs shall be permitted.
 - b. No extension of stairs shall be permitted over the 30-foot height limitation of the building.
 - c. Roof decks shall provide ten-foot setbacks on the sides and rear of the building.
- (3) For properties designated H30C, H40, H120, SD-B40 and MU, roof decks are limited to:
 - a. A maximum of seventy (70) percent of the aggregate roof area;
 - b. Shall not exceed the maximum roof height required by any abutting property's zoning designation;
 - c. Shall be setback from the roofline at least ten feet on all sides to provide for minimal visibility of roof decks from any public way, except on properties designated SD-B40; and

-
- (4) All roof decks added to existing buildings shall be inspected by a registered structural engineer and registered architect, who shall address in writing to the building official the following issues:
- a. How will the existing roofing system be protected or replaced to allow for the new use;
 - b. Structural support strategies for any increase in live loads and dead loads;
 - c. Compliance with applicable ADA requirements;
 - d. Location of plumbing and mechanical vent stacks, fans and other appurtenances;
 - e. Egress design compliance per the Florida Building Code and the Florida Fire Prevention Code;
 - f. Added occupancy and servicing restroom facilities; and
 - g. All other issues applicable in the Florida Building Code.
- (5) All work performed on an existing roof deck to allow for occupancy shall be considered a change of use and shall require both a permit and a certificate of occupancy.

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1605, § 2, 8-13-13; Ord. No. 1614, § 2, 2-11-14; Ord. No. 1627, § 2, 12-9-14; Ord. No. 1629, § 2, 2-10-15; Ord. No. 1637, § 2, 8-11-15 ; Ord. No. 1638, § 2, 10-3-15 ; Ord. No. 2016-1642, § 2, 1-12-16 ; Ord. No. 18-1689 , § 2, 9-12-18)

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-50.2 “ROOF DECK PROVISIONS” OF SECTION 90-50. -- “ARCHITECTURE AND ROOF DECKS” TO CLARIFY REGULATIONS APPLICABLE TO ROOFTOP STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such
4 authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”)
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code (“Code”) in order to update regulations and procedures to maintain consistency with
8 state law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-44.1 of the Code provides that architectural elements may
11 extend above the maximum building height otherwise allowed, with such increased height
12 allowed by up to three feet in the H30A and H30B districts; and

13 **WHEREAS**, Section 90-50.2 provides that roof decks are permitted in all zoning
14 districts and addresses access stairs, but does not address other rooftop elements; and

15 **WHEREAS**, for certain types of structures and/or equipment, the requirements of the
16 Florida Building Code may conflict with Section 90-44.1; and

17 **WHEREAS**, the Town Commission finds that it is in the Town’s interest to resolve the
18 conflict in favor of the Florida Building Code, and wishes to amend Section 90-50.2 to
19 address a variety of potential rooftop elements; and

20 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and
21 Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed,
22 including amending the regulations applicable to safety features for access stairs; and

23 **WHEREAS**, the Town Commission held its first public hearing on April 18, 2023 and,
24 having complied with the notice requirements in the Florida Statutes, approved the
25 proposed amendments to the Code with changes; and

26 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency for
27 the Town, held its hearing on the proposed amendment to the Code on April 28, 2023 with
28 due public notice and input, and recommended adoption of the proposed amendments to
29 the Code; and

30 **WHEREAS**, the Town Commission has conducted a second duly noticed public
31 hearing on these Code amendments as required by law on _____, 2023 and
32 further finds the proposed changes to the Code are necessary and in the best interest of
33 the Town.

34
35 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
36 **TOWN OF SURFSIDE, FLORIDA¹:**

37
38 **Section 1. Recitals.** The above Recitals are true and correct and are
39 incorporated herein by this reference:
40

41 **Section 2. Town Code Amended.** Section 50.2 “Roof deck provisions” of
42 Section 90-50. – “Architecture and roof decks” of the Code, is hereby amended and
43 replaced with the following:

44 **Sec. 90-50. Architecture and roof decks.**

45 * * *

46 90-50.2 ~~Roof deck~~ Rooftop height provisions.

47 (1) Roof decks shall be permitted in all zoning districts subject to Sec. 90-44 and
48 this section.

49 (2) For properties designated H30A and H30B, roof decks area limited as follows:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double strikethrough~~ and double underline.

- 50 a. Exterior and interior stairs shall be permitted, provided that exterior stairs
51 shall not be visible from any public street.
- 52 b. No extension of stairs shall be permitted over the 30-foot height limitation
53 of the building, except for handrails and/or guardrails required by the
54 Florida Building Code.
- 55 c. Roof decks shall provide ten-foot setbacks on the sides and rear of the
56 building.
- 57 (3) For properties designated H30C, H40, H120, SD-B40 and MU, roof decks are
58 limited to:
- 59 a. A maximum of seventy (70) percent of the aggregate roof area;
- 60 b. Shall not exceed the maximum roof height required by any abutting
61 property's zoning designation;
- 62 c. Safety guard railing shall be setback from the roofline at least ten feet
63 on all sides to provide for minimal visibility of roof decks from any public
64 way, except on properties designated SD-B40; and
- 65 (4) d. All roof decks added to existing buildings shall be inspected by a
66 registered structural engineer and registered architect, who shall ~~address~~
67 ~~in writing to the building official~~ provide engineered plans for review and
68 approval by the Building Official addressing the following issues
69 requirements:
- 70 a. ~~i. How will the existing roofing system be protected or replaced to~~
71 ~~allow for the new use; The proposed methodology to protect and/or~~
72 ~~replace the existing roof elements for the new use;~~
- 73 b. ~~ii. Structural support strategies for any increase in live loads and dead~~
74 ~~loads; A structural analysis of the underlying structure's capability to~~
75 ~~support the additional live and dead loads of the new roof deck;~~
- 76 c. ~~iii. Compliance with applicable ADA requirements;~~
- 77 d. ~~iv. Location of plumbing and mechanical vent stacks, fans and other~~
78 ~~appurtenances to comply with the Florida Building Code(s);~~
- 79 e. ~~v. Egress design~~ Accessibility and egress design compliance ~~per~~ with
80 the Florida Building Code and the Florida Fire Prevention Code;
- 81 f. ~~vi. Added occupancy and servicing restroom facilities~~ Any additional
82 occupancy and/or accessory use requirements of the Florida Building
83 Code(s); and
- 84 g. ~~vii. All other issues applicable~~ requirements in the Florida Building
85 Code.
- 86 (5) ~~All work performed on an existing roof deck to allow for occupancy shall be~~
87 ~~considered a change of use and shall require both a permit and a certificate of~~
88 ~~occupancy.~~

- 89 (4) Air conditioning and mechanical equipment on the roof shall comply with the
 90 provisions of Sec. 90-67.3
- 91 a. Screening shall not exceed the height of the equipment being screened.
- 92 (5) Railings and guardrails, at a height required by the Florida Building Code, for
 93 roof deck or mechanical access, shall be permitted provided they adhere to the
 94 roof deck setback requirements in H30A and H30B, except for railings and
 95 guardrails associated with permitted stairs and path from roof perimeter to roof
 96 deck.
- 97 (6) Rooftop photovoltaics shall comply with the provisions of Sec. 90-50.3.
- 98 (7) Any other All rooftop elements that are related to building or mechanical
 99 functions must adhere to the height limitations set forth in Sec. 90-44, except
 100 where the Florida Building Code requires a different requirement, and shall not
 101 be limited in size to a specific percentage of the roof area.

102 * * *

104 **Section 3. Severability.** If any section, sentence, clause or phrase of this
 105 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
 106 then said holding shall in no way affect the validity of the remaining portions of this
 107 Ordinance.

108 **Section 4 Inclusion in the Code.** It is the intention of the Town Commission,
 109 and it is hereby ordained that the provisions of this Ordinance shall become and made a part
 110 of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
 111 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
 112 changed to "Section" or other appropriate word.

114 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
 115 ordinances or resolutions in conflict herewith are hereby repealed.

117 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
 118 on second reading.

120 **PASSED and ADOPTED** on first reading this ____ day of _____, 2023.

122 **PASSED and ADOPTED** on second reading this ____ day of _____, 2023.

125 On Final Reading Moved by: _____

127 On Final Reading Second by: _____

129 **First Reading:**

130 Motion by: _____
131 Second by: _____

132

133

134 **Second Reading:**

135 Motion by: _____

136 Second by: _____

137

138

139 **FINAL VOTE ON ADOPTION**

140 **ATTEST:**

141

142

143

144 _____
Sandra N. McCready, MMC

145 Town Clerk

146

147 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

148 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

149

150

151

152 _____
Weiss Serota Helfman Cole & Bierman, P.L.

153 Town Attorney



MEMORANDUM

ITEM NO. 4A5.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: May 9, 2023
Subject: **Stormwater Management Regulatory Mechanism for Enforcement**

For the Town Commission to adopt the ordinance on second reading, as modified,

Florida Department of Environmental Protection (FDEP) Municipal Separate Storm Sewer System (MS4) in conjunction with the Environmental Protection Agency (EPA) and the National Pollutant Discharge Elimination System (NPDES) regulates the rules and regulations for Stormwater Management.

MS4 refers to the fourth phase of the NPDES program, which is a federal program that regulates the discharge of pollutants from point sources into waters of the United States. The MS4 program is specifically designed to address stormwater runoff from urbanized areas.

An MS4 is a collection of conveyances and structures owned or operated by a municipality (e.g. city, town, or county) that are designed to collect and convey stormwater. The MS4 program requires municipalities to obtain a permit that outlines the actions they must take to reduce the amount of pollutants that are discharged from their stormwater systems. The Town of Surfside is a co-permittee with Miami-Dade County and is responsible for the operating, maintenance, data collection and production of related documentation.

The MS4 permit typically requires municipalities to develop and implement a stormwater management program (SWMP) that includes measures to address a variety of stormwater-related issues, such as construction site runoff, illicit discharges, and post-construction stormwater management. The goal of the MS4 program is to improve the quality of the nation's waters by reducing the amount of pollutants that are carried by stormwater runoff from urbanized areas.

Part of the SWMP are functions that give Stormwater Management Inspectors and Code Enforcement Officers authority to regulate compliance of the MS4 permit. These can include fines, penalties, and other sanctions such as issuing a stop work order or revoking a permit. This authority is granted by legislation such as the attached Ordinance passed by the Town

Commission and enforced through the Town Managers office.

The attached Ordinance for second reading has been modified after first reading to enhance the enforcement and remedies available to the Town in the event of violations of the ordinance and the requirements therein. .

[Ordinance Stormwater Compliance.DOCX](#)

34 **WHEREAS**, as an operator of Municipal Separate Storm Sewer Systems (“MS4”) and
35 a co-permittee of National Pollution Discharge Elimination System (NPDES), the Town is
36 required to prohibit illicit discharges, illicit connections, improper disposal and spills, and
37 illegal dumping into the stormwater system, and implement sediment and erosion reducing best
38 management practices, and is required to have the authority to enforce such prohibitions; and

39 **WHEREAS**, it is in the best interest of the Town to enact this ordinance to safeguard
40 persons, protect property, and prevent damage to the environment in the Town; and

41 **WHEREAS**, the quality of our waterways is critical to environmental, economic, and
42 recreational prosperity, and to the health, safety and welfare of the residents of the Town; and

43 **WHEREAS**, the Town seeks to implement permitting procedures and standards to
44 establish preventive construction and jobsite practices that can minimize environmental risks
45 from the erosion, air pollution, and sedimentation on sites with disturbed soil resulting from
46 construction/demolition sites; and

47 **WHEREAS**, the Town Commission has determined that this proposed Ordinance is
48 necessary for the improvement and preservation of the environment and serves the public
49 health, safety, and welfare of the residents of the Town of Surfside.

50 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN**
51 **OF SURFSIDE AS FOLLOWS:**¹

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

54 **Section 2.** **Town Code Amended.** Chapter 34 - Environment, Article II. – Stormwater
55 Drainage Management, Division 1. - Generally, of the Town of Surfside Code of Ordinances, is hereby
56 amended as follows:

57

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted** ~~double strikethrough~~ and double underline.

58 CHAPTER 34 – ENVIRONMENT

59 ***

60
61 ARTICLE II. - STORMWATER DRAINAGE MANAGEMENT

62 * * *

63 DIVISION 1. – GENERALLY

64 Sec. 34-25- Purpose and Intent.

65
66 The purpose of this article is to safeguard persons, protect property, and prevent damage
67 to the environment, and to the Town of Surfside surface waters and Biscayne Bay, through the
68 regulation of non-stormwater discharges and pollutants into the Town's municipal storm sewer
69 system (MS4), as well as through erosion and sediment control, and its connected waterbodies, to
70 the maximum extent practicable and as required by federal and state law. This article establishes
71 methods for controlling the introduction of pollutants into the MS4 in order to comply with
72 requirements of the National Pollutant Discharge Elimination System (NPDES) permit process,
73 and otherwise assure the protection of the water quality of the Town. The objectives of this section
74 are: (a) To regulate the contribution of pollutants to the MS4 by stormwater discharges by any
75 user; (b) To prohibit Illicit Connections and Discharges to the MS4; and (c) To establish legal
76 authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure
77 compliance with this article.

78
79 Sec. 34-26. - Definitions.

80 The following words, terms and phrases, when used in this article, shall have the meanings
81 ascribed to them in this article section, except where the context clearly indicates a different
82 meaning:

83 *Alter or alteration* means work done on a stormwater management system other than that
84 necessary to maintain the system's original design and function.

85 Authorized Enforcement Agency. The Town of Surfside, including all departments of the Town,
86 or any other agency having jurisdiction. All references herein to Town as the authorized
87 enforcement agency shall be construed to also apply to any other agencies having jurisdiction.

88 Best Management Practices (“BMP”) means the measures, practices, prohibition of practices,
89 schedules or activities, general good housekeeping practices, maintenance procedures,
90 educational practices, and/or devices which are generally accepted within an industry as being
91 effective, to reduce erosion from occurring on a disturbed site, preventing sedimentation from
92 occurring on an adjacent property or within a waterway, or preventing the discharge of pollutants
93 directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems.

95 Construction. The act of creating or maintaining stockpiles of soil or other material which are
96 erodible if exposed to water or wind and capable of generating dust; or, developing or improving
97 public or private land which involves the removal of surface cover or disturbance of soils and
98 includes clearing, grading, demolition, and excavation.

99
100 Demolition. The partial, substantial, or complete removal or destruction of any structure,
101 building or improvement.

102 *Detention* means the collection and storage of surface water for subsequent gradual discharge.

103 Development means (1) the construction, installation, demolition, or removal of a structure; (2)
104 clearing, scraping, grubbing, killing or otherwise removing vegetation from a site; or (3) adding,
105 removing, exposing, excavating, leveling, grading, digging, furrowing, dumping, piling,
106 dredging, or otherwise significantly disturbing soil, mud, sand, or rock of a site.

107
108 Environmentally sensitive area means landscape elements or places which are vital to the long-
109 term maintenance of biological diversity, soil, water or other natural resources, both on the site
110 and in a regional context. These areas shall include but not be limited to all wetlands, open water
111 bodies, ponds, and lakes.

112
113 Erosion means the detachment, transport, and deposition of particulate matter by the action of
114 wind, water, or gravity.

115
116 Exfiltration means a stormwater management procedure, which stores runoff in a subsurface
117 collection system and disposes of it by percolation into the surrounding soil.

118
119 *Existing* means the average condition immediately before development or redevelopment

120
121 Grading means any stripping, excavating, filling, stockpiling, or combination thereof,
122 including the land in its excavated or filled condition.

123
124 Hazardous materials means any material, including any substance, waste, or combination
125 thereof, which, because of its quantity, concentration, or physical, chemical, or infectious
126 characteristics, may cause, or significantly contribute to, a substantial present or potential hazard
127 to human health, safety, property, or the environment when improperly treated, stored,
128 transported, disposed of, or otherwise managed.

129
130 Illicit connection means either of the following: (1) any drain or conveyance, whether on the
131 surface or subsurface, which allows an illegal discharge to enter the MS4, including, but not
132 limited to, any conveyance that allows any non-storm water discharge, including sewage, process
133 wastewater, and wash water to enter the storm drain system, and any connections to the MS4
134 from indoor drains and sinks, regardless of whether said drain or connection had been previously
135 allowed, permitted, or approved by the department; or (2) any drain or conveyance connected
136 from a commercial or industrial land use to the MS4 which has not been documented in plans,
137 maps, or equivalent records and approved by the Town ~~and/or~~ an Authorized Enforcement
138 Agency.

139 *Impervious surface* means a surface that has been compacted or covered with a layer of material
140 so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-
141 impervious surfaces such as compacted clay, as well as most conventionally surfaced streets,
142 roofs, sidewalks, parking lots and other similar structures.

143 *Land-disturbing activities* means any activity which may result in soil erosion from water or wind,
144 and the movement of sediments or pollutants into surface waters or lands, or activity that may
145 result in a change to the existing soil cover, including, but not limited to, clearing, dredging,
146 grading, excavating, transporting, demolition, and filling of land.

147 *Maintenance* means that action taken to restore or preserve the original design and function of
148 any stormwater management system.

149 *Municipal separate storm sewer system or MS4* means the conveyance or systems of
150 conveyance that are owned and operated by the Town of Surfside and are designed or used to
151 collect or convey stormwater (e.g., storm drains, pipes, ditches).

152
153 *National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit.*
154 *Means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC §*
155 *1342(b)) that authorizes the discharge of pollutants to waters of the State, whether the permit is*
156 *applicable on an individual, group, or general area-wide basis.*

157 *Natural systems* means systems which predominantly consist of or are used by those
158 communities of plants, animals, bacteria and other flora and fauna which occur indigenously on
159 the land, in the soil or in the water.

160 *Non-hazardous waste* means all waste materials not specifically deemed hazardous under Title
161 40, Parts 260-273 of the Code of Federal Regulations, are considered non-hazardous wastes.

162
163 *Non-structural controls* means BMPs that include collecting trash and debris, sweeping up
164 nearby sidewalks and streets, maintaining equipment, and training site staff on erosion and
165 sediment control practices.

166
167 *Off-site sedimentation* means the transport of sediment across boundaries of a land disturbing
168 activity, resulting in deposition of such materials in any lake or natural watercourse, waterway,
169 water body or on any land, public or private, not owned by the person responsible for the land
170 disturbing activity.

171
172 *Operator* means the party or parties that have (1) operational control of construction project plans
173 and specifications, including the ability to make modifications to those plans and specifications;
174 or (2) day-to-day operational control of those activities that are necessary to ensure compliance
175 with a Sediment and Erosion Control Plan for the site or other permit conditions imposed by the
176 Town and/or Authorized Enforcement Agency.

177
178 *Person* means any natural person, business, corporation, limited liability company, partnership,
179 limited partnership, association, club, organization, and/or any group of people acting as an

180 organized entity.

181

182 Pollutant means anything that causes or contributes to pollution. Pollutants may include, but are
183 not limited to: chemicals, paints, varnishes, degreasers and solvents; antifreeze, oil and other
184 automotive fluids or petroleum products; diesel fuel, non- hazardous and toxic liquid and solid
185 wastes; sanitary sewage; heated water, chemically treated cooling water or other water; acids of
186 alkalis; lawn clippings, leaves, branches, or yard trash; animal carcasses, or pet waste; dyes,
187 laundry waste or soaps; construction materials; pool water; effluent from boats, vessels, and other
188 recreational watercraft; refuse, rubbish, garbage, litter, sediment, or other discarded or abandoned
189 objects, and accumulations, so that the same may cause or contribute to pollution; pesticides;
190 herbicides; fertilizers; hazardous substances and wastes; sewage; dissolved and particulate
191 metals; animal wastes; wastes and residues that result from constructing a building or structure;
192 and noxious or offensive matter of any kind.

193 *Rate* means volume per unit of time.

194 *Retention* means the collection and storage of runoff without subsequent discharge to surface
195 waters.

196 *Runoff coefficient* means ratio of the amount of rain which runs off a surface to that which falls
197 on it; a factor from which runoff can be calculated.

198 *Sediment* means ~~the mineral or organic particulate material that is in suspension or has settled~~
199 ~~in surface waters or groundwaters.~~ a solid material, whether organic or inorganic, that is in
200 suspension, is being transported, or has been moved from its site of origin by wind, water, or
201 gravity as a product of erosion.

202

203 *Sedimentation* means the process by which sediment resulting from accelerated erosion has
204 been or is being transported off the site of the land-disturbing activity and onto adjacent public
205 or private property or into a waterbody.

206

207 *Sediment and Erosion Control Plan ("SECP")* means a plan for the control of soil erosion,
208 sedimentation of water, release of pollutants into waterbodies or the MS4, and runoff resulting
209 from land-disturbing activity.

210 *Site* means any tract, lot or parcel of land or combination of tracts, lots, or parcels of land that
211 are in one ownership, or in diverse ownership but contiguous, and which are to be developed as
212 a single unit, subdivision, or project.

213 *Solid waste* includes bulky waste, commercial refuse, garden trash, tree and shrubbery,
214 garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste,
215 industrial waste, residential refuse, white goods, or other discarded material, including solid,
216 liquid, semisolid, or contained gaseous material, resulting from domestic, industrial,
217 commercial, mining, or agricultural operations.

218

219 *Stabilize* means to establish groundcover sufficient and adequate to prevent erosion.

220 *Stormwater* means any surface flow, runoff, and drainage consisting entirely of water from any form
221 of natural precipitation, and resulting from such precipitation, or the flow of water which results
222 from, and that occurs immediately following, a rainfall event.

223 *Stormwater management system* or storm drain system means the system, or combination of
224 systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the
225 movement of stormwater on, through and from a site.

226 *Stormwater pollution prevention plan* (“*SWPPP*”) means a written plan required for construction
227 projects proposing to disturb an area equal to or greater than one (1) acre of land, which plan is
228 submitted by the applicant and approved by the Town, and which includes Best Management
229 Practices and activities to be implemented and identifies potential sources of pollution or
230 contamination at a site and the actions to eliminate or reduce pollutant discharges and a strategy
231 to minimize stormwater runoff that will be generated by the project. The SWPPP shall be
232 consistent with the guidelines in the Florida Stormwater, Erosion, and Sedimentation Control
233 Inspector's Manual published by the Florida Department of Environmental Protection.

234 *Stormwater runoff* means that portion of the stormwater that flows from the land surface of a site
235 either naturally, in manmade ditches, or in a closed conduit system.

236 ~~*Surface water* means water above the surface of the ground whether or not flowing through~~
237 ~~definite channels, including the following:~~

238 ~~(1) Any natural or artificial pond, lake, reservoir, or other area which ordinarily or~~
239 ~~intermittently contains water and which has a discernible shoreline; or~~

240 ~~(2) Any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert,~~
241 ~~drain, waterway, gully, ravine, street, roadway, swale or wash in which water flows in a definite~~
242 ~~direction, either continuously or intermittently, and which has a definite channel, bed or banks.~~

243 *Structural Controls* means any structural BMPs such as silt fences, sedimentation ponds,
244 erosion control blankets, and temporary or permanent seeding.

245
246 *Surface waters, or water(s), or waterway* means as defined by the Florida Department of
247 Environmental Protection (Chapter 62-340. Florida Administrative Code) means waters on the
248 surface of the earth, contained in bounds created naturally or artificially, including the Atlantic
249 Ocean, Biscayne Bay, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments,
250 rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, waterways and ditches.

251 **Sec. 34-27. - Relationship to other stormwater management requirements.**

252 In addition to meeting the requirements of this article, the design and performance of all
253 stormwater management systems shall comply with applicable state regulations (chapter 17-25,
254 Florida Administrative Code, as may be amended from time to time) and all requirements of the

255 Miami-Dade County ~~e~~Department of Eenvironmental Rresources Mmanagement and
256 Authorized Enforcement Agencies. All applicants for building permits for structures other than
257 a single-family residence shall also be required to obtain a permit from the Miami-Dade County
258 DERM and Authorized Enforcement Agencies for their proposed storm drainage improvements.

259 **Sec. 34-28. – Illegal deposit of debris in town drainage system.**

260 It shall be unlawful and a violation of the provisions of this article to deposit any form of
261 debris, including grass and other forms of yard clippings, into any catch basin serving the town's
262 storm drainage system. It shall also be unlawful and a violation of the provisions hereof to place
263 any form of debris, including grass and other forms of yard clippings, onto a public street or
264 alley so that they may flow into any catch basin serving the town's storm drainage system.

265
266 **Sec. 34-29. - Roof drains and A/C condensate lines.**

267 All buildings constructed after September 3, 1990, including major renovations to
268 existing buildings, shall be required to provide adequately designed dry wells to serve all roof
269 drains and all air conditioning condensate drainlines.

270 **Sec. 34-30. - Prohibition on Illegal connections to town drainage system.**

271 a. The construction, use, maintenance or continued existence of illicit or illegal
272 connections to the Town's storm drain system and/or MS4 are prohibited.

273 b. It shall be unlawful and a violation of the provisions of this article to connect or
274 maintain any existing connection of any building's sanitary sewer drains to the town's storm
275 drainage system, MS4 or storm drains to the town's sanitary sewer system. If any building within
276 the town has either of the above prohibited connections as of September 3, 1990, such connection
277 shall be terminated within two years after such date if such connection was legally made, or,
278 immediately if such connection was illegal when made. This prohibition includes without
279 limitation illicit connections made in the past, regardless of whether the connection was
280 permissible under law or practices applicable or prevailing at the time of connection.

281 **Sec. 34-31. - Prohibition on Illegal deposit of debris into town's waterways; Waterways**
282 **Protection.**

283 a. It shall be unlawful and a violation of the provisions of this section to deposit any
284 form of debris, including grass and other forms of yard clippings, into any waterway within the
285 town, including the Atlantic Ocean, Biscayne Bay, Indian Creek, Point Lake and its north and
286 south canal.

287 a. Every person owning property through which a waterway passes, or such person's
288 lessee, shall keep and maintain that part of the waterway within the property free of trash, debris,
289 excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the
290 flow of water through the waterbody. In addition, the owner or lessee shall maintain existing privately-
291 owned structures within or adjacent to a waterway, so that such structures will not become a hazard to
292 the use, function, or physical integrity of the waterway.

293 **Sec. 34- 32. - Requirements to prevent, control, and reduce stormwater pollutants by the**
294 **use of best management practices.**

295
296 The Town shall require the use of Best Management Practices (BMP) for any activity,
297 operation, or facility which may cause or contribute to pollution or contamination of stormwater,
298 the storm drain system, or waters of the State and United States. The owner or operator of a
299 commercial or industrial establishment, or construction site, shall provide or establish, at the
300 expense of the owner or operator, reasonable protection or safeguards from accidental discharge
301 of prohibited materials, pollutants or other hazardous materials or wastes into the MS4 and its
302 connected waterbodies, through the use of structural and non-structural BMPs.
303 Furthermore, the property owner or operator responsible for a property which is or may be the
304 source of an illicit discharge, may be required to implement, at said person's or entity's expense,
305 additional structural and non-structural BMPs to prevent the further discharge of pollutants to
306 the Town's MS4. An illicit discharge that occurs despite compliance with BMPs is a violation
307 of this section, except if such discharge is permitted under section 34-343.

308 **Sec. 34-33. – Prohibition on Illicit Discharge; Exemptions.**
309

310 (a) No person shall throw, drain, or otherwise discharge, cause, or cause others under

311 such person's control to discharge into the Town's MS4, storm drain system, right-of-
312 way, or connected waterbodiesways, any pollutants or waters containing pollutants,
313 whether such discharges occur directly into a waterbodyway, through piping
314 connections, runoff, exfiltration, infiltration, seepage, or leaks.

315 (b) No person shall maintain, use, or establish, any direct or indirect connection to the
316 Town's MS4 that results in any discharge in violation of any provision of Federal, State,
317 or Local government law, rule, or regulation.

318 **Sec. 34-34. (c) Illicit Discharge Exemptions.**

319

320 The following activities shall be exempt from the requirements discharge prohibitions of this
321 article, but only to the extent that the discharge meets State of Florida water quality standards
322 FAC Chapter 62-302, and does not significantly contribute pollutants into the MS4:

- 323 (a) Water line flushing;
324 (b) Discharges from potable water sources;
325 (c) Air conditioning condensate;
326 (d) Landscape Irrigation water;
327 (e) Water from crawl space pumps;
328 (f) Footing drains;
329 (g) Lawn watering;
330 (h) Discharges or flows from emergency firefighting activities;
331 (i) Reclaimed water line flushing authorized pursuant to a permit issued under the authority
332 of Chapter 62-610, Florida Administrative Code; and
333 (j) Uncontaminated roof drains.
334

335 **Sec. 34-354. - Reporting of Illicit Discharges.**

336

337 Notwithstanding other requirements of law, any person responsible for a facility operation,
338 or responsible for emergency response for a facility or operation, upon learning of any known
339 or suspected release of materials which are resulting or may result in an illegal discharge of a
340 pollutant into stormwater, the storm drain system, or waters of the State, U.S., shall take all
341 necessary steps to ensure the discovery, containment, and cleanup of such release. In the event
342 that hazardous materials are released, said person shall immediately notify the State Warning

343 Point, Authorized Enforcement Agencies, emergency response agencies and the Town. In the
344 event that only non-hazardous materials are released, said person shall notify the Town's
345 Building Department and/or Public Works Department immediately. If the discharge of
346 prohibited materials emanates from a commercial or industrial establishment, the owner or
347 operator of such establishment shall also retain an on-site written record of the discharge and
348 the actions taken to prevent its recurrence. Such records shall be retained for at least three (3)
349 years and available for inspection by the Town and/or other appropriate and Authorized
350 Enforcement Agencies.

351 **Sec. 34-365. - Suspension of Access to the Municipal Separate Storm Sewer System (MS4).**

352
353 The Town may suspend access to the MS4 if either one of the following situations occurs:

354 (a) Suspension due to illicit discharges in emergency situations. The Town, without prior
355 notice, may suspend MS4 discharge access to stop an actual or threatened discharge
356 which presents or may present imminent and substantial danger to the environment, or
357 to the health or welfare of persons, or to the MS4, or Waterways. If the violator fails to
358 comply with a suspension order issued in an emergency, the Town may take such steps as
359 deemed necessary to prevent or minimize damage to the MS4 or Waters of the State, or to
360 minimize danger to persons.

361 (a) Suspension due to detection of illicit discharge. Any person discharging into the MS4 in
362 violation of this Article may have their MS4 access terminated if such termination would
363 abate or reduce an illicit discharge. The Town will notify a violator of the proposed
364 termination of its MS4 access. The violator may petition the Town for a reconsideration.

365 (c). Reinstatement without a Permit. A person commits an offense if the person reinstates MS4
366 access to premises terminated pursuant to this section, without prior approval of the Town.

367

368 **Sec. 34-376. - Sediment and Erosion Control General Requirements.**

369
370 (a) Any person conducting a land-disturbing activity shall take all reasonable measures to
371 protect all public and private property from damage caused by such activity. In addition,
372 such individual will be held responsible for knowing and following the requirements of this
373 article.

- 374 (b) All construction work, including work in an area less than one (1) acre in size, that has the
375 potential to impact the Town's MS4 and its connected waterbodies, and/or adjacent
376 properties, is required to employ sediment and erosion control measures that are in
377 accordance with the Florida Department of Environmental Protection ("FDEP") *Florida*
378 *Storm Water Erosion and Sedimentation Control Inspector's Manual*, latest revision, to
379 maintain water quality standards in accordance with Miami Dade County's Department of
380 Environmental Resource Management ("DERM"), Florida Administrative Code Chapter 62-
381 302, and any other agency of competent jurisdiction.
- 382 (c) All construction activity that results in the disturbance of an area equal to or greater than one
383 (1) acre is required to obtain coverage under the FDEP Generic Permit for Storm Water
384 Discharge from Large and Small Construction Activities (Construction Generic Permit
385 ["CGP"]). The notice of intent ("NOI"), any correspondence, the acknowledgement letter
386 granting coverage under the CGP, a copy of the CGP, erosion control plans, SWPPP, and
387 all completed inspection forms, and other documentation required by the CGP shall be
388 available at the site at all times and made available to the Town Manager or any other Town
389 official or inspector until land-disturbing activities have been completed. The contractor
390 shall always have at least one (1) ~~person on-site during work activities~~ employee who is
391 certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector
392 Training Program. All construction activity that involves the alteration of surface water
393 flows is required to obtain coverage under the FDEP Environmental Resource Permit
394 ("ERP") and/or any other agency of competent jurisdiction.
- 395 (d) No person shall engage in any Land-Disturbing activity associated with development until a
396 Sediment and Erosion Control Plan ("SECP"), if required by Section 34-37 is approved by
397 the ~~Town Manager or Building Department Director or the Director's~~ designee.
- 398 (e) Neither the approval of a Sediment and Erosion Control Plan, nor the absence of a
399 requirement to submit a plan shall relieve the property owner or the operator of the
400 requirement stated in subsection (a) of this section.

401 **Sec. 34-387. - Sediment and Erosion Control Plan ("SECP").**
402

- 403 (a) Prior to obtaining a building permit or other permit issued by the Building Department
404 for a Land-Disturbing activity the applicant shall be required to provide to the Town a

405 SECP. For projects that disturb an area of land greater than one (1) acre in size, a copy
406 of the SWPPP may be provided in lieu of a SECP when submitting the SECP application
407 (See Sec. 13-2127(c)).

408 (b) The SECP shall comply with the erosion control standards provided in the latest edition
409 of the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual*.

410 (c) SECP shall be drawn to an appropriate scale and shall include sufficient information to
411 evaluate the environmental characteristics of the affected areas, the potential impacts of
412 the proposed grading on water resources, and measures proposed to minimize soil
413 erosion and off-site sedimentation. The property owner and/or operator shall perform
414 all clearing, grading, drainage, construction, and development in strict accordance with
415 the approved plan.

416 (d) Each SECP must meet the following basic objectives:

417 (1) Identify areas of concern. Identify the on-site areas which are subject to severe
418 erosion, and off-site areas, including storm drain locations, that are vulnerable
419 to damage from erosion and/or sedimentation.

420 (2) Limit exposure. Any Land-Disturbing activity must be planned and conducted in
421 a manner that limits the exposure of soil to disturbing activities.

422 (3) Limit exposed areas. Any Land-Disturbing activity must be planned and conducted
423 in a manner that limits the size of the area and duration exposed to Land-Disturbing
424 activities.

425 (4) Control surface water. Surface water runoff originating upgrade, or as a result of
426 Land-Disturbing activities, must be controlled to reduce erosion and sediment
427 loss during the period of exposure.

428 (5) Control sedimentation. Any Land Disturbing activity must be planned and
429 conducted in a manner as to prevent off-site sedimentation damage.

430 (6) Stormwater management. When the increase in the velocity of stormwater runoff
431 resulting from a Land-Disturbing activity is sufficient to cause accelerated erosion
432 of the receiving watercourse, plans are to include measures to control the velocity
433 at the point of discharge so as to minimize accelerated erosion of the site and
434 increased sedimentation of the stream.

- 435 (7) Site map, including areas of soil disturbance, areas that are not to be disturbed,
436 and locations of all structural and non-structural controls to be implemented.
- 437 (e) Minimum BMPs for sediment and erosion for all development sites shall include the
438 following, or as deemed applicable according to scope of work and Building Department
439 plan review:
- 440 (1) Temporary Gravel Construction Entrance and Exit
441 (2) Storm Drain Inlet Protection for all drains within 100 feet of construction, or
442 any drains that may be affected by construction activities
443 (3) Staked Turbidity Barrier (Silt Fence)
444 (4) Turbidity Curtain
445 (5) Dewatering Plan for all projects requiring excavation.
446

447 **Sec. 34-398. - Application and Approval of the SECP.**
448

- 449 (a) Each proposed SECP shall be submitted with a Public Works Application to the
450 Building Department and shall be reviewed for conformance with the
451 requirements of this article and shall require the approval of the Director or
452 designee.
- 453 (b) The SECP shall be approved if it adheres to the requirements and provisions of
454 this article. Additional measures or conditions may be required depending on the
455 nature of the work. The SECP may be disapproved indicating the reasons(s) and
456 procedure for submitting a revised application and/or submission.
- 457 (c) Upon approval from the Building Director or designee, the approved Permit
458 shall be included with the building permit application for issuance. Building
459 Department approval of a SECP shall be a condition precedent to the issuance
460 of a building permit, and, therefore, no building permit shall be issued unless
461 the applicant has obtained an approved SECP.
462

463 **Sec. 34-4039. - Sediment and Erosion Control Standards and Prohibited Activities.**
464

- 465 (a) Construction entrance(s) shall be stabilized wherever traffic will be leaving a
466 construction site and traveling on paved roads or other paved areas within the site

- 467 that is open to the public.
- 468 (b) Any sediment that is tracked onto road pavement shall be removed immediately
469 (prior to the end of the workday).
- 470 (c) Pavement shall not be cleaned by washing/flushing street unless proper drain
471 protection is in place to prevent discharges into the MS4.
- 472 (d) All sediments/soils shall remain on site.
- 473 (e) Perimeter protection is required for all development or redevelopment activities.
- 474 (f) Catch basin inserts (or other approved BMP) are to be used to prevent sediments
475 from entering drainage system. Inserts are to be inspected and cleaned weekly
476 and after each rainfall event.
- 477 (g) If water truck is used to control dust on dirt/graded areas only, water truck will
478 only drop enough water to control the dust or reach the optimum moisture content
479 of the soil for compaction. No run-off is to be generated.
- 480 (h) Controlling dust on paved roadways will be done by use of sweeper with water-
481 jet sprayers. Only enough water should be applied to control dust while
482 sweeping. Do not generate runoff from sprayers that runs into catch basins.
- 483 (i) All disturbed areas of the site shall be vegetated or otherwise temporarily
484 stabilized until construction completion.
- 485 (j) Sediment/soil erosion entering the right of way or adjacent private property shall
486 be prohibited.
- 487 (k) Sediment/soil erosion from uplands into environmentally sensitive areas shall be
488 prohibited.
- 489 (l) Dumping or piling vegetative debris or clippings in right-of-way or
490 environmentally sensitive areas shall be prohibited.
- 491 (m) Tracking sediment or soil onto a roadway shall be prohibited.
- 492 (n) Floating turbidity curtain labeled with contractor name shall be required for
493 construction or development activities occurring in or adjacent to a waterway, or
494 that may cause sedimentation of the adjacent waterway.

495

496

497 **Sec. 34-410. - Enforcement and penalties for violation(s) of this article.**
498

499 (a) Inspections; Access to Site and Facilities. The Town shall have the authority
500 to access the site and facilities to conduct any and all necessary inspections, conduct
501 surveillance and monitoring procedures in order to determine compliance with this article
502 and permit conditions.

- 503 1. The Town shall be permitted to enter and inspect a site and facilities subject
504 to regulation under this article as often as may be necessary to determine
505 compliance with this article. If a discharger has security measures in force
506 which require proper identification and clearance before entry into its
507 premises, the discharger shall make the necessary arrangements to allow
508 access to representatives of the Town.
- 509 2. Operators shall allow the Town ready access to all parts of the premises for
510 the purposes of inspection, sampling, examination and copying of records
511 that must be kept under the conditions of an NPDES permit to discharge
512 storm water, and the performance of any additional duties as defined by state
513 and federal law.
- 514 3. The Town shall have the right to set up on any permitted facility such
515 devices as are necessary in its opinion to conduct monitoring and/or
516 sampling of the facility's storm water discharge.
- 517 4. The Town has the right to require the discharger to install monitoring
518 equipment as necessary. The facility's sampling and monitoring equipment
519 shall be maintained at all times in a safe and proper operating condition by
520 the discharger at its own expense. All devices used to measure stormwater
521 flow and quality shall be calibrated to ensure their accuracy.
- 522 5. Any temporary or permanent obstruction to safe and easy access to the
523 facility to be inspected and/or sampled shall be promptly removed by the
524 operator at the written or oral request of the Town and shall not be replaced.
525 The costs of clearing such access shall be borne by the operator.
- 526 6. Unreasonable delays in allowing the Town access to a permitted facility is a
527 violation of a storm water discharge permit and of this section. A person who

528 is the operator of a facility with a NPDES permit to discharge storm water
529 associated with industrial activity commits an offense if the person denies the
530 Town reasonable access to the permitted facility for the purpose of conducting
531 any activity authorized or required by this section.

532 7. If the Town has been refused access to any part of the premises from which
533 stormwater is discharged, and has reason to believe that a condition of
534 nonconformity exists with respect to the particular place, dwelling, structure
535 or premises which condition would constitute a violation of this section, then
536 the Town may seek issuance of an inspection warrant from any court of
537 competent jurisdiction.

538 (b) Any fines and fees collected under this article shall be (1) deposited in the
539 Town of Surfside Stormwater Utility Fund, and (2) used by the Town for the administration,
540 education, operating of the MS4 Permit, and enforcement of this article, and to further water
541 conservation, nonpoint pollution prevention activities, water quality improvements, and
542 ecosystems enhancements that protect the Town's water resources.

543 (c) Enforcement. This article shall be enforced in accordance with Chapter 15 of
544 the Town Code and the procedures and remedies set forth herein. It shall be the responsibility
545 of the Town Manager or designee, to determine if a violation of this article exists, as based
546 on the findings required in this article and applicable law. The Town Manager or designee
547 may initiate enforcement proceedings in accordance with Section 15 of the Code and the
548 procedures and remedies set forth herein. The remedies listed in this section are not exclusive
549 of any other remedies available under any applicable federal, state or local law and it is within
550 the discretion of the Town to seek cumulative remedies.

551 1. Stop-Work Order; Revocation of Permit. In the event that any person holding
552 a site development permit pursuant to this article violates the terms of the
553 permit or implements site development in such a manner as to materially
554 adversely affect the health, welfare, or safety of persons residing or working
555 in the neighborhood or development site so as to be materially detrimental to
556 the public welfare or injurious to property or improvements in the
557 neighborhood, the Town may suspend or revoke the site development permit.

558

559 2. Violation and Penalties. Whenever the Town finds that a person has
560 violated a prohibition or failed to meet a requirement of this article, the
561 Town may order compliance by written notice of violation to the
562 responsible person. Such notice may require without limitation:

- 563 a. The performance of monitoring, analyses, and reporting;
- 564 b. The elimination of illicit connections or discharges;
- 565 c. The requirement that the violating discharges, practices, or operations
566 shall cease and desist;
- 567 d. The abatement or remediation of stormwater pollution or
568 contamination hazards and the restoration of any affected property;
569 and
- 570 e. Payment of a fine to cover administrative and remediation costs; and
- 571 f. The implementation of source control or treatment BMPs.

572 3. Deadline. If abatement of a violation and/or restoration of affected property is
573 required, the notice shall set forth a deadline within which such remediation
574 or restoration must be completed. Said notice shall further advise that, should
575 the violator fail to remediate or restore within the established deadline, the
576 work will be done by a designated Town or governmental agency or a
577 contractor and the expense thereof shall be charged to the violator.

578 4. Appeal of Civil/Notice of Violation. Any person receiving a Civil/Notice of
579 Violation may appeal the determination of the Town in accordance with
580 Chapter 15 of the Code. The notice of appeal must be received within 20
581 calendar days from the date of service of the Civil/Notice of Violation. The
582 decision of the Town or their designee shall be final, and may be appealed to
583 a court of competent jurisdiction as provided in Section 15-15 of the Code.

584 5. Assessment of Penalty for Non-Compliance.

- 585 a. Upon determination of a violation of this article, the Town may assess
586 against the violator a penalty of \$250.00 per day and a penalty of \$500
587 per day for a repeat violation or third or subsequent violation. Higher
588 penalties may be imposed for irreparable or irreversible violations in

- 589 accordance with F.S. § 162.09(2)(a).
- 590 b. Additional fines, charges and costs against the violator may be
591 assessed in an amount determined by the Town Manager or designee,
592 depending on the extent of environmental damage, required
593 mitigation, the cost of remediation, and enforcement.
- 594 c. The violator shall bear all costs incurred for clean-up, enforcement
595 action, and remediation.
- 596 d. In addition to the enforcement processes and penalties provided
597 above, any condition caused or permitted to exist in violation of
598 any of the provisions of this section is a threat to public health,
599 safety and welfare, and is declared and deemed a nuisance,
600 pursuant to §823.01, Florida Statutes. Accordingly, any person
601 violating any of the provisions of this article shall be deemed guilty
602 of a misdemeanor and each day during which any such violation of
603 any of the provisions of this article is committed, continued, or
604 permitted, shall constitute a separate offense, punishable by a
605 \$500.00 fine, pursuant to §775.083(1)(e), Florida Statutes. In
606 addition to any other penalty authorized by this article, any person,
607 partnership or corporation convicted of violating any of the
608 provisions of this article shall be required to bear the expense of
609 such restoration.
- 610 e. Abatement Following Failure to Correct Abatement of the
611 Violation. If the violation has not been corrected pursuant to the
612 requirements set forth in the Civil/Notice of Violation, or, in the
613 event of an appeal, within 15 calendar days of the decision of the
614 authority upholding the Town's decision, then representatives of
615 the Town shall enter upon the subject private property and are
616 authorized to take measures necessary to abate the violation and/or
617 restore the property. It shall be unlawful for any person, owner,
618 agent or person in possession of any premises to refuse to allow the
619 Town or designated contractor to enter upon the premises for the

620 purposes set forth above.

621 f. Cost of Abatement. Within 30 calendar days after abatement of the
622 violation, the owner of the property will be notified of the cost of
623 abatement, including administrative costs. The property owner may file
624 a written protest objecting to the amount of the assessment within 20
625 calendar days. If the amount due is not paid within a timely manner as
626 determined by the decision of the Town or by the expiration of the time
627 in which to file an appeal, the charges shall become a special assessment
628 against the property and shall constitute a lien on the property for the
629 amount of the assessment. Any person violating any of the provisions
630 of this section shall become liable to the Town by reason of such
631 violation. The liability shall be paid in not more than 12 equal payments.
632 Interest at the rate of 8% per annum shall be assessed on the balance on
633 the first day following the imposition of the lien. An assessment may be
634 paid without interest at any time within 30 calendar days after the
635 abatement has been completed and a resolution accepting the same has
636 been adopted by the Town.

637
638 ~~(d) — A violator who has been served with a notice of violation must elect to either:~~

639 ~~(1) — Pay the following civil fine:~~

640 ~~i. — First violation within a 12-month period: \$250.00;~~

641 ~~ii. — Second violation within a 12-month period: \$500.00;~~

642 ~~iii. — Third or subsequent violation within a 12-month period: \$500.00.~~

643 ~~(2) — Request an administrative hearing before a special master to appeal the notice of~~
644 ~~violation, which must be requested within ten (10) days of the service of the notice~~
645 ~~of violation. The procedures for appeal by administrative hearing of the notice of~~
646 ~~violation shall be as set forth in Chapter 15 of the Town Code. Applications for~~
647 ~~hearings must be accompanied by a fee as approved by a resolution of the Town~~
648 ~~Commission, which shall be refunded if the named violator prevails in the appeal.~~

649 ~~(e) — Failure to pay the civil fine, or to timely request an administrative hearing before~~
650 ~~a special master, shall constitute a waiver of the violator's right to an~~

651 ~~administrative hearing before the special master, and shall be treated as an~~
652 ~~admission of the violation, for which fines and penalties shall be assessed~~
653 ~~accordingly. Unpaid fines shall accrue interest at the highest legal limit~~
654 ~~authorized by law.~~

655 ~~(f) A certified copy of an order imposing a fine may be recorded in the public records, and~~
656 ~~thereafter shall constitute a lien upon any real or personal property owned by the violator,~~
657 ~~which may be enforced in the same manner as a court judgment by the sheriffs of this~~
658 ~~state, including levy against the violator's real or personal property, but shall not be~~
659 ~~deemed to be a court judgment except for enforcement purposes. After three months~~
660 ~~following the recording of any such lien that remains unpaid, the Town may foreclose or~~
661 ~~otherwise execute upon the lien for the amount of the lien, plus accrued interest,~~
662 ~~collection costs, and attorneys' fees.~~

663 (g) ~~The violator shall pay for any water quality control violations~~
664 ~~from any Authorized Enforcement Agency that results in fines being~~
665 ~~assessed to the Town because of the violator's failure to eliminate turbid~~
666 ~~runoff from leaving the site and raising background levels of turbidity~~
667 ~~above existing background levels.~~

668 (h) ~~The violator is responsible for reimbursement to the Town of all~~
669 ~~investigative and cleanup costs incurred by the Town. Costs shall~~
670 ~~include, but are not limited to, cost of equipment operation and~~
671 ~~maintenance associated with the investigation, cost of materials used in~~
672 ~~the investigation, personnel cost of contract services, waste disposal~~
673 ~~cost, laboratory costs, and Department labor costs. The Town shall~~
674 ~~submit an itemized invoice with all the reimbursable costs to the~~
675 ~~violator.~~

676

677 * * *

678

679 **Section 3. Severability.** The provisions of this Ordinance are declared to be severable
680 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
681 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

682 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
683 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

684 **Section 4. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of
685 resolutions, in conflict herewith, are repealed to the extent of such conflict.

686 **Section 5. Effective Date.** This Ordinance shall become effective immediately upon
687 final adoption on second reading.

688

689 **PASSED** on first reading on the ____ day of _____ 2023.

690 **PASSED AND ADOPTED** on second reading on the ____ day of _____ 2023.

691 **On Final Reading Moved By:** _____

692 **On Final Reading Second By:** _____

693 **FINAL VOTE ON ADOPTION**

694 Commissioner Nelly Velasquez _____
695 Commissioner Marianne Meischeid _____
696 Commissioner Fred Landsman _____
697 Vice Mayor Jeff Rose _____
698 Mayor Shlomo Danzinger _____

699

700

701

702

703

704

Shlomo Danzinger
Mayor

705 **ATTEST:**

706

707

708

709 _____
Sandra McCready, MMC
710 Town Clerk

711

712

713 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
714 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

715

716

717

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

720



MEMORANDUM

ITEM NO. 4B1.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Zoning Code Correction - Balcony Projections**

Staff recommends approval of this ordinance to clarify the zoning code language and relocate the balcony requirement to the applicable section of the code.

Background: At a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, this code section was identified as an area of ambiguity. Section 90-47.7 of the Code limits balcony overhangs from extending beyond the balcony below, which is inappropriate for building designs that provide a regular or average side setback as is an option in the code. It is only useful in restricting balcony overhangs where the design employs the inclined setback option.

Section 90-47.7 is presently applicable to zoning districts H30C, H40 and H120, where it would only be a necessary restriction in H120 where an inclined side setback is a design option. This ordinance moves the restriction on balcony overhangs to the code section 90-47.6, which discusses setbacks in the H120 district.

[Ordinance - Balcony Overhangs, H120.docx](#)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-47 “YARDS GENERALLY ALLOWABLE PROJECTS” TO CLARIFY THAT BALCONY OVERHANG LIMITATIONS APPLY ONLY TO INCLINED SIDE SETBACKS IN H120; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such
4 authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”)
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code (“Code”) in order to update regulations and procedures to maintain consistency with
8 state law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-47 of the Code regulates setback projections, and allows
11 balconies and other projections into required yards and setbacks; and

12 **WHEREAS**, Section 90-47.7 of the Code limits balcony overhangs extending beyond
13 the balcony below, which is inappropriate for buildings that provide a regular or average
14 side setback, but may be appropriate for an incline side setback building option; and

15 **WHEREAS**, the incline side setback option is only applicable to the H120 zoning
16 district which is addressed in Sec. 90-47.6; and

17 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and
18 Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed,
19 including amending the regulations applicable to balcony overhangs; and

20 **WHEREAS**, the Town Commission finds it in the best interest and welfare of the Town
21 to modify the zoning code for clarity by grouping the H120 restrictions together; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

- 56 (2) When average setbacks provide a 25 percent average side setback in the
57 H120 district, open unenclosed balconies may extend into a required
58 primary (front) setback not more than eight feet. Open unenclosed
59 balconies may extend from the rear of the building to a point 12 feet west
60 of the bulkhead line. Open unenclosed balconies may extend into a
61 required secondary street (corner) or interior side setback as follows:
62 (a) 50 percent of balcony length on any floor can project no more than
63 50 percent of setback or ten feet, whichever is less; and
64 (b) The remaining 50 percent of balcony length on any floor can
65 project no more than five feet.

66 Notwithstanding the above, 75 percent of all balconies on any floor shall be
67 located at least 15 feet from any secondary street (corner) or interior side
68 property line.
69

70 ~~90-47.7 In the H30C, H40, and H120 districts no more than 90 percent of a~~
71 ~~balcony's footprint shall overhang the balcony on a lower level.~~

72

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* * *

74 **Section 3. Severability.** If any section, sentence, clause or phrase of this
75 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
76 then said holding shall in no way affect the validity of the remaining portions of this
77 Ordinance.

78 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and
79 it is hereby ordained that the provisions of this Ordinance shall become and made a part of
80 the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
81 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
82 changed to "Section" or other appropriate word.
83

84 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
85 ordinances or resolutions in conflict herewith are hereby repealed.
86

87 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
88 on second reading.
89

90 **PASSED and ADOPTED** on first reading this ____ day of _____, 2023.

91

92 **PASSED and ADOPTED** on second reading this ___ day of _____, 2023.

93

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95 On Final Reading Moved by: _____

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97 On Final Reading Second by: _____

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First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

ATTEST:

Sandra N. McCready, MMC

Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney



MEMORANDUM

ITEM NO. 4B2.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Zoning Code Correction - Design Requirements for Front Yard Fences and Gates**

Staff recommends approval of this ordinance in order to clarify the acceptable design of front yard fences and gates in single-family zoning districts and to allow for the compatibility of another ordinance removing front yard fences, gates and walls from Planning and Zoning Board review.

Background: The Planning and Zoning Board has been responsible for the review of fences, gates and walls located in the front yard setbacks of properties. At a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, it was determined that these items would be best reviewed at an administrative level. The ordinance presented here clarifies the appropriate design for front yard fences, gates and walls to reduce the number of these applications that will need to be heard by the Planning and Zoning Board. Under this ordinance design review approval will first be sought from the town planner, who will review the proposed fence, gate or wall for design integrity and consistency with the design of the house on the property. If the town planner does not grant design review approval, the applicant will have the option to obtain design review approval from the Planning and Zoning Board.

The height restrictions will remain the same. Fences and gates will be permitted a maximum opacity of 50% except where there is a differing material for the first 2-feet of height. In that case the first 2-feet may be completely opaque. This allows for a fence to be placed on top of a low wall as a design option. Plastic and PVC front yard fencing will be prohibited.

[Sec. 90-56. Fences walls and hedges.docx](#)

[Ord Amend Section 90-56 Fences, Walls and Gates.docx](#)

Sec. 90-56. Fences, walls and hedges.

90-56.1.A. A fence or ornamental wall not more than six feet in height, as measured from grade, may project into or enclose an interior side or rear yard only. Notwithstanding anything to the contrary elsewhere in the code, for purposes of this section, grade is defined as the point of the ground immediately below the location of the fence or wall.

90-56.1.B. Construction fencing. Temporary construction fences are required by this ordinance unless otherwise determined by the Building Official. A construction fence permit shall be obtained from the Building Department prior to the fence being erected. Each fence constructed or maintained shall be constructed and anchored in accordance with the Florida Building Code.

- (a) Permit required. A permit application and a current survey of the site.
- (b) Permitted fence. Construction fences shall be designed in such a manner as to have all exposed materials finished, coated, covered or clad in or with materials such as paint, windscreens, canvases or similar materials, subject to the approval of the town manager or designee.
 - (1) The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel remain without a protective barrier.
- (c) Any person or entity found to be in violation of this subsection shall be subject to fines as set forth in the schedule of fines adopted by resolution.
- (d) A temporary construction fence (as defined herein) shall be installed on the front, side, and rear property lines.
- (e) Permitted height. All construction fences shall be at least six feet high and no higher than eight feet.
- (f) Locked. The fence shall be kept locked when the property is unoccupied.
- (g) Prohibited fences.
 - (1) The following fences are not permitted, except as otherwise provided in the Code herein below:
 - a. Chain-link fences, unless:
 - 1. Chain-link fences with canvas (or similar material) backing or meshing may be permitted to be utilized as a temporary construction fence for a period of no longer than 18 months, provided they are neatly designed and maintained as approved by the building and zoning departments.
 - b. Barbed-wire fences.
 - c. Fences made of canvas material.
 - d. Any fences that fail to meet the requirement of the Florida Building Code.
- (h) Setbacks from property line on Harding Ave and Collins Ave. A temporary fence installed on the front of the property shall be situated six feet from the property line on Harding Avenue and Collins Avenue, unless specifically waived by the town manager. The setback area between the temporary fence and the property line shall contain a continuous extensively landscaped buffer which must be maintained in good healthy condition by the property owner. No temporary construction permit shall be issued unless a landscape plan is approved by the town for the buffer. Failure to maintain the landscaping will result in the town taking action to replace same and lien the property for the costs of landscaping.
- (i) Expiration of permit. A temporary construction fence permit issued under this chapter shall expire at the completion of construction at which time the temporary fence shall be removed in accordance with the terms of the Florida Building Code.

-
- (j) Murals and graphics. Graphics and murals on temporary construction fencing are prohibited unless approved by the town manager for aesthetic enhancement of the fence and advertisement of the project to be constructed.
 - (k) Fees. The town manager or designee may impose fees as he/she may determine appropriate for the use of construction fences for advertisement purposes in accordance with the schedule promulgated by the building official.
 - (l) Access gates. All temporary construction fences shall contain access gates with a minimum clear opening width of 12 feet. Access gates must be provided at the front and rear of the enclosure. Gates must be kept unlocked during inspection hours.
 - (m) Temporary construction signs. Construction, erection, and maintenance of temporary construction signs shall be governed by Town of Surfside Sign Code.
 - (n) Appeals. Any decision made by the town manager or designee regarding graphics, advertisement, and murals on a temporary construction fence may be appealed to the town commission.
 - (o) Enforcement and penalties. The code compliance division and building departments shall be responsible for the enforcement of the provisions of this section. Any person or entity found to be in violation of this section shall be subject to fines as set forth in the schedule of fines adopted by resolution.

90-56.2 A fence or ornamental wall may be placed within the front yard or primary corner yard if granted design review approval by the planning and zoning board.

90-56.3 Fences or ornamental walls placed within a front yard or secondary frontage/corner yard are limited to function as spatial locators and shall not be substantial in appearance and shall adhere to height and opacity limitations as set forth in Table 90-56.4.

90-56.4 Front yard and corner yard fences and ornamental walls—Table.

Lot Frontage	Maximum Height (Feet)	Maximum Opacity (Percent)
Less than or equal to 50 ft in width	4 ft	All wall and fence surfaces above two (2) feet measured from grade shall maintain a maximum opacity of fifty (50) percent
Wider than 50 ft and less than 100 ft	4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft	
Wider than or equal to 100 ft	4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 6 ft	
Secondary frontage (corner only)	Shall adhere to the height and opacity limitations for corresponding lot frontage	

90-56.5 Modification of secondary frontage fence and ornamental wall regulations.

- (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a maximum height of six feet, as measured from grade, may project into or enclose the street side yard of a corner lot, provided:
 - a. The fence or wall is not placed in front of the front facade of the primary residential structure and extends beyond the plane of the front facade on only one side of the primary residential structure;
 - b. The fence or wall is setback three feet from any property line;
 - c. Shrubs shall be installed at the time the fence or wall is installed; and
 - d. The shrubs shall be planted a minimum of 36 inches in height, shall be placed a maximum of 24 inches on center and shall cover the exterior of the fence or wall within one year after the final inspection of the fence.

90-56.6 When being installed as a safety feature for a swimming pool in a front or primary corner yard, a fence or ornamental wall shall be permitted at a maximum of four feet in height. The applicant shall demonstrate evidence relative to this hardship.

90-56.7 Reserved.

90-56.8 In order to prevent water ponding at the base of ornamental walls, the installation of weep holes or other similar drainage features shall be required. The number and spacing shall be determined per lot per review.

90-56.9 Hedges shall be no more than four feet in height in the front yard and side corner yards and ten feet in height in the rear and interior side yards, except as required by section 90-56.5(1). Hedges may be higher if granted approval by the design review board, on a case-by-case basis.

90-56.10 Under no circumstances is any fence, wall or hedge to be located on a corner lot in such a way as to conflict with the requirements of section 90-52 (Required clearances) or fire codes, including concealment of fire hydrants.

90-56.11 No fence, wall or hedge may be placed within the public right-of-way except that landscaped islands surrounded by circular driveways on lots no more than 115 feet in width shall be permitted, provided that it is understood by the property owner that the town does not waive its right to demand removal without notice as

deemed necessary within the town's discretion and the town shall not be liable for any damages arising from such removal. Property owner shall install or plant such materials at own risk. All improvements, other than groundcovers, as defined in the landscape section, shall be placed on private property.

90-56.12 Fences and walls shall be constructed so that the finished side shall face out or away from the property upon which it is constructed, and all support posts and the unfinished side shall be on the inside facing the property upon which said fence or wall is constructed. All masonry fences or walls shall be constructed so as to have a finished surface, including concrete block walls which shall have a plastered finish on all sides above ground level. In the event that a wood fence is constructed against a significant obstacle on the adjoining property, such as a hedge or another fence, that line of fence against the obstacle may be constructed with posts on the outside of the fence provided that the horizontal rails are at least 50 percent covered by boards on the side facing away from the property on which the fence is constructed.

90-56.13 It shall be a violation under this article for any person to erect or maintain a structure to serve as a fence in manner that endangers the health, safety, and welfare of the public as described in this section and as determined by the town manager or designee.

90-56.14 The following fencing material shall be prohibited:

- (1) Chain-link and other wire fencing, except as permitted herein.
- (2) Loosely attached masonry products, such as concrete block, bricks or other similar products not bonded together by mortar or comparable adhesive.

90-56.15 No grandfathering of chain-link fences shall be permitted in the front yard or in the corner side yard. Grandfathering of chain-link fences shall be permitted in interior side yards or rear yards.

90-56.16 In all districts, the owner or his agent, shall be responsible for the maintenance, in perpetuity, of all landscaping material in good condition so as to present a healthy, neat and orderly appearance and clear of weeds, refuse and debris. Landscaping material shall be trimmed and maintained so as to meet all site distance requirements. Hedges planted along property lines shall be maintained and neatly trimmed to prevent growth extended across the property lone or otherwise encroaching on an adjacent property. In the event of any discrepancy as to whether healthy, neat and orderly appearance is being maintained shall be determined by the town manager or designee.

90-56.17 Temporary construction fences shall be permitted pursuant to standards provided in subsection 90-56.1.B.

(Ord. No. 1520, § 1, 4-14-09; Ord. No. 1529, § 2, 7-15-09; Ord. No. 1549, § 2, 3-9-10; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1590, § 2, 8-15-12; Ord. No. 1593, § 2, 10-9-12; Ord. No. 1610, § 2, 12-10-13; Ord. No. 1620, § 2, 6-10-14; Ord. No. 18-1689, § 2, 9-12-18; Ord. No. 18-1691, § 2, 12-11-18)

Editor's note(s)—Ord. No. 1593, § 2, adopted Oct. 9, 2012, repealed a former § 90-56.1 which followed § 90-56 in this chapter and pertained to construction fencing and derived from Ord. No. 1549, § 2, 3-9-10; Ord. No. 1583, § 2, 1-17-12.

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-56 “FENCES, WALLS AND HEDGES” TO MODIFY APPROVAL PROCEDURE AND REQUIREMENTS FOR FENCES AND WALLS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such
4 authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”)
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code (“Code”) in order to update regulations and procedures to maintain consistency with
8 state law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-56 of the Code regulates fences and walls, and allows fences
11 and walls in the front yard and side street yards subject to design review approval by the
12 Planning and Zoning Board; and

13 **WHEREAS**, the Design Guidelines do not currently provide thorough guidance as to
14 fences and walls; and

15 **WHEREAS**, the design review jurisdiction of the Board, when combined with the lack
16 of meaningful guidance in the Design Guidelines, has led to inconsistent application of
17 design review approval for fences and gates in the front and side street yards; and

18 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and
19 Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed,
20 including amending the regulations applicable to fences and walls; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double-strikethrough and double underline.

54 90-56.3 Fences or ornamental walls placed within a front yard or secondary
 55 frontage/corner yard ~~are limited to function as spatial locators and~~ shall not be
 56 substantial in appearance and shall adhere to height and opacity limitations as set forth
 57 in Table 90-56.4.

58 90-56.4 Front yard and corner yard fences and ornamental walls—Table.

Lot Frontage	Maximum Height (Feet)	Maximum Opacity (Percent)
Less than or equal to 50 ft in width	4 ft	All wall and fence surfaces above two (2) feet measured from grade shall not exceed maintain a maximum opacity of fifty percent (50%) percent, except where the lowest two feet of the wall or fence surface is constructed of a different material than the surface above two (2) feet from grade, the lowest two feet of the wall or fence may be completely opaque. Surfaces of gates shall not exceed a maximum opacity of fifty percent (50%).
Wider than 50 ft and less than 100 ft	4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft	
Wider than or equal to 100 ft	4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 6 ft	
Secondary frontage (corner only)	Shall adhere to the height and opacity limitations for corresponding lot frontage	

59
 60 90-56.5 Modification of secondary frontage fence and ornamental wall regulations.

- 61 (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a
 62 maximum height of six feet, as measured from grade, may project into or enclose
 63 the street side yard of a corner lot, provided:
- 64 a. The fence or wall is not placed in front of the front facade of the primary
 65 residential structure and extends beyond the plane of the front facade on
 66 only one side of the primary residential structure;
 - 67 b. The fence or wall is setback three feet from any property line;
 - 68 c. Shrubs shall be installed at the time the fence or wall is installed; and
 - 69 d. The shrubs shall be planted a minimum of 36 inches in height, shall be
 70 placed a maximum of 24 inches on center and shall cover the exterior of
 71 the fence or wall within one year after the final inspection of the fence.

72 ~~90-56.6 When being installed as a safety feature for a swimming pool in a front or~~
 73 ~~primary corner yard, a fence or ornamental wall shall be permitted at a maximum of four~~
 74 ~~feet in height. The applicant shall demonstrate evidence relative to this hardship.~~

75 * * *

76 90-56.14 The following fencing material shall be prohibited:
77 (1) Chain-link and other wire fencing, except as permitted herein.
78 (2) Loosely attached masonry products, such as concrete block, bricks or other
79 similar products not bonded together by mortar or comparable adhesive.
80 (3) Plastic or PVC

81 * * *

82
83 **Section 3. Severability.** If any section, sentence, clause or phrase of this
84 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
85 then said holding shall in no way affect the validity of the remaining portions of this
86 Ordinance.

87 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and
88 it is hereby ordained that the provisions of this Ordinance shall become and made a part of
89 the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
90 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
91 changed to "Section" or other appropriate word.

92
93 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
94 ordinances or resolutions in conflict herewith are hereby repealed.

95
96 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
97 on second reading.

98
99 **PASSED** and **ADOPTED** on first reading this ____ day of _____, 2023.

100
101 **PASSED** and **ADOPTED** on second reading this ____ day of _____, 2023.

102
103
104 On Final Reading Moved by: _____

105
106 On Final Reading Second by: _____

107
108 **First Reading:**

109 Motion by: _____

110 Second by: _____

111
112
113 **Second Reading:**

114 Motion by: _____

115 Second by: _____

116
117
118 **FINAL VOTE ON ADOPTION**

119 **ATTEST:**

120

121

122

123 _____
Sandra N. McCready, MMC

124 Town Clerk

125

126 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

127 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

128

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131 _____
Weiss Serota Helfman Cole & Bierman, P.L.

132 Town Attorney

133



MEMORANDUM

ITEM NO. 4B3.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: May 9, 2023
Subject: **Zoning Code Correction - Garage Conversion Criteria**

Staff recommends approval of this ordinance in order to clarify the acceptable design of garage conversions in single-family zoning districts and to allow for the compatibility of another ordinance removing front garage conversions from Planning and Zoning Board review.

Background: The Planning and Zoning Board has been responsible for the review of attached garages when property owners apply to convert them into habitable space. At a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, it was determined that this type of application would be best reviewed at an administrative level. The ordinance presented here clarifies the appropriate design for converted attached garages to remove these applications from Planning and Zoning Board review.

At present, at least window is required to be located on the former garage door face of the home. This ordinance adds details for that window(s) to ensure a consistent home design. The window or windows must have the upper lintel beam level with the existing windows on the same face of the home. New windows must be in the same style and similar in proportions as the existing windows to provide a consistent look to the façade. This provides clear instruction to the property owner and the Town Planner reviewing the application. With this clarification this type of application will no longer need to be reviewed by the Planning and Zoning Board.

[Ordinance - Garage Conversions.docx](#)

[Zoning Code with section highlighted](#)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-50. – “ARCHITECTURE AND ROOF DECKS” TO MODIFY REQUIREMENTS FOR GARAGE CONVERSIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such
4 authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”)
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code (“Code”) in order to update regulations and procedures to maintain consistency with
8 state law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-50.1 of the Code provides for architectural guidelines for
11 structures in Surfside; and

12 **WHEREAS**, Sub-Section 90-50.1(7) provides regulations for the conversion of a
13 garage to habitable space; and

14 **WHEREAS**, garage conversions are currently allowed only with design review
15 approval of the Planning and Zoning Board (the “Board”); and

16 **WHEREAS**, at a joint special meeting of the Town Commission and the Board held
17 on January 31, 2023, changes to the Zoning Code were addressed, including to improve
18 the efficiency of the Board by exempting garage conversions from design review by the
19 Board; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double-strikethrough and double underline.

20 **WHEREAS**, additional regulations are necessary in order to remove garage
21 conversions from design review by the Board and provide the town planner with such
22 authority and guidance; and

23 **WHEREAS**, the Town Commission finds it in the best interest and welfare of the Town
24 to amend the regulations and requirements for garage conversions; and

25 **WHEREAS**, the Town Commission held its first public hearing on _____, 2023 and
26 _____ the proposed amendments to the Code having complied with the notice
27 requirements in the Florida Statutes; and

28 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
29 Town, held its hearing on the proposed amendment to the Code on _____,
30 2023 with due public notice and input, and recommended _____ of the proposed
31 amendments to the Code; and

32 **WHEREAS**, the Town Commission has conducted a second duly noticed public
33 hearing on these Code amendments as required by law on _____, 2023 and
34 further finds the proposed changes to the Code are necessary and in the best interest of
35 the Town.

36
37 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
38 **TOWN OF SURFSIDE, FLORIDA¹:**

39
40 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated
41 herein by this reference:

42
43 **Section 2. Town Code Amended.** Section 90-50.1 of Section 90-50 “Architecture
44 and roof decks” of the Code, is hereby amended as follows¹:

45 **Sec. 90-50. Architecture and roof decks.**

46 90-50.1 Architecture.

47
48 * * *

- 49
50 (7) Converting single-family attached garages. When an attached garage is
51 converted for any other use, the garage door or doors may be replaced by a

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

52 solid exterior wall and access to the former garage area must be provided
53 from the main premises, in addition to any other permitted access. At least
54 one window shall be provided. The window or windows shall have the upper
55 lintel beam level with the existing windows on the same face of the home.
56 New windows shall be in the same style and similar in proportions as the
57 existing windows to provide a consistent look to the façade. If the garage
58 entrance is located at the front or primary corner of the property, landscaping
59 shall be provided along the base of the new exterior wall. When the
60 installation of landscaping results in insufficient off-street parking, a
61 landscaped planter shall be permitted in lieu of the required landscaping. It
62 is intended hereby to prohibit and prevent any violation of the single-family
63 classification and to minimize the burden upon the administrative forces of
64 the town in policing and enforcing the provisions hereof. Changes to the
65 appearance of the residence shall not constitute a change prohibited by the
66 "home office" provision of this Code. If the exterior door of the garage
67 conversion is no longer level with grade, stairs may be installed, and the
68 exterior door must be accordingly corrected to comply with the Florida
69 Building Code. The stairs shall be permitted to encroach no more than 24
70 inches into the side or rear setbacks. The converted garage shall meet all
71 requirements of the Florida Building Code, including finished floor elevation.
72
73

74 * * *

75 **Section 3. Severability.** If any section, sentence, clause or phrase of this
76 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
77 then said holding shall in no way affect the validity of the remaining portions of this
78 Ordinance.

79 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and
80 it is hereby ordained that the provisions of this Ordinance shall become and made a part of
81 the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
82 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
83 changed to "Section" or other appropriate word.

84
85 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
86 ordinances or resolutions in conflict herewith are hereby repealed.
87

88 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
89 on second reading.

90
91 **PASSED and ADOPTED** on first reading this ____ day of _____, 2023.

92
93 **PASSED and ADOPTED** on second reading this ___ day of _____, 2023.
94

95
96 On Final Reading Moved by: _____
97

98 On Final Reading Second by: _____
99

100 **First Reading:**
101 Motion by: _____
102 Second by: _____
103

104 **Second Reading:**
105 Motion by: _____
106 Second by: _____
107

108
109
110 **FINAL VOTE ON ADOPTION**

111 **ATTEST:**
112
113
114 _____
115 Sandra N. McCready, MMC
116 Town Clerk

117
118 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
119 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

120
121
122 _____
123 Weiss Serota Helfman Cole & Bierman, P.L.
124 Town Attorney
125

Sec. 90-50. Architecture and roof decks.

90-50.1 Architecture.

- (1) Elevation and facade articulation variations.
 - a. The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two buildings on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:
 1. Length, width and massing of the structure;
 2. Number of stories;
 3. Facade materials;
 4. Porches and other similar articulation of the front facade;
 5. Number and location of doors and windows; and
 6. Roof style and pitch.
- (2) In the H30C, H40 and H120 districts: when more than one building is provided, buildings shall be designed in such a way that they are not monotonous.
- (3) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades per story.
- (4) All elevations for single story additions to existing structures shall result in a zero percent net loss of wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades.
- (5) Roof materials are limited as follows:
 - a. Clay tile; or
 - b. White concrete tile; or
 - c. Solid color cement tile which color is impregnated with the same color intensity throughout, provided said color is granted design review approval by the planning and zoning board;
 - d. Architecturally embellished metal; or
 - e. Other Florida Building Code approved roof material(s) if granted design review approval by the planning and zoning board.
- (6) Garage facades. Attached garages located at the front of a single family home shall not exceed 50 percent of the overall length of the facade.
- (7) **Converting single-family attached garages. When an attached garage is converted for any other use, the garage door or doors may be replaced by a solid exterior wall and access to the former garage area must be provided from the main premises, in addition to any other permitted access. At least one window shall be provided. If the garage entrance is located at the front or primary corner of the property, landscaping shall be provided along the base of the new exterior wall. When the installation of landscaping results in insufficient off-street parking, a landscaped planter shall be permitted in lieu of the required landscaping. It is intended hereby to prohibit and prevent any violation of the single-family classification and to minimize the burden upon the administrative forces of the town in policing**

and enforcing the provisions hereof. Changes to the appearance of the residence shall not constitute a change prohibited by the "home office" provision of this Code. If the exterior door of the garage conversion is no longer level with grade, stairs may be installed and the exterior door must be accordingly corrected to comply with the Florida Building Code. The stairs shall be permitted to encroach no more than 24 inches into the side or rear setbacks.

- (8) Notwithstanding the foregoing, some of the architecture provisions in this section, while specific to zoning districts H30A and H30B, may also be applicable to single family homes in other zoning districts.
- (9) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure's primary color on the color swatch on file in the building department. All other colors may be accent colors. A paint swatch shall be submitted to the building department for approval by the town manager or designee. The planning and zoning board shall make a design determination in cases of uncertainty.

90-50.2 Roof deck provisions.

- (1) Roof decks shall be permitted in all zoning districts.
- (2) For properties designated H30A and H30B, roof decks area limited as follows:
 - a. Exterior and interior stairs shall be permitted.
 - b. No extension of stairs shall be permitted over the 30-foot height limitation of the building.
 - c. Roof decks shall provide ten-foot setbacks on the sides and rear of the building.
- (3) For properties designated H30C, H40, H120, SD-B40 and MU, roof decks are limited to:
 - a. A maximum of seventy (70) percent of the aggregate roof area;
 - b. Shall not exceed the maximum roof height required by any abutting property's zoning designation;
 - c. Shall be setback from the roofline at least ten feet on all sides to provide for minimal visibility of roof decks from any public way, except on properties designated SD-B40; and
- (4) All roof decks added to existing buildings shall be inspected by a registered structural engineer and registered architect, who shall address in writing to the building official the following issues:
 - a. How will the existing roofing system be protected or replaced to allow for the new use;
 - b. Structural support strategies for any increase in live loads and dead loads;
 - c. Compliance with applicable ADA requirements;
 - d. Location of plumbing and mechanical vent stacks, fans and other appurtenances;
 - e. Egress design compliance per the Florida Building Code and the Florida Fire Prevention Code;
 - f. Added occupancy and servicing restroom facilities; and
 - g. All other issues applicable in the Florida Building Code.
- (5) All work performed on an existing roof deck to allow for occupancy shall be considered a change of use and shall require both a permit and a certificate of occupancy.

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1605, § 2, 8-13-13; Ord. No. 1614, § 2, 2-11-14; Ord. No. 1627, § 2, 12-9-14; Ord. No. 1629, § 2, 2-10-15; Ord. No. 1637, § 2, 8-11-15 ; Ord. No. 1638, § 2, 10-3-15 ; Ord. No. 2016-1642, § 2, 1-12-16 ; Ord. No. 18-1689 , § 2, 9-12-18)



MEMORANDUM

ITEM NO. 4B4.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Zoning Code Correction - Applicability of Planning and Zoning Board Review**

Staff recommends removing the following property alterations from Planning and Zoning Board review. If approved, these additional items would be added to Sec. 90-19.7 and reviewed for compatibility with the zoning code by staff only:

- Front Yard Fences and gates
- Garage Conversions
- Carports
- Window Signs in SD-B40
- Business District SD-B40 Awnings
- Wall Opening (window and door) changes on existing homes not visible from a public right-of-way
- Rear Yard Pools
- Rear Yard Decks
- Rooftop Mechanical Equipment
- Ground-level mechanical not visible from a public right-of-way

At the December 2022 Planning and Zoning Board meeting an application was heard for a house that proposed adding a sliding glass door to the rear of the home. This was a small alteration that would not have been visible from the right-of-way. The Zoning Code requires any architectural changes to a home to be reviewed by the Planning and Zoning Board. At that meeting the Board expressed their desire to consider changing this requirement. Reviews for wall openings not visible from a public right-of-way may be completed by staff.

Additionally, Vice Mayor Rose at the January Town Commission meeting suggested amending the Zoning Code to reduce ambiguities. An example of this ambiguity is rear yard pools. At this time, rear yard pools are reviewed by staff only, but the Zoning Code does not call out rear yard pools as an exempt review.

At a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, it was determined that there are several types of zoning reviews that

should be added to the list of applications exempt from Planning and Zoning Board review. At subsequent Planning and Zoning Board meeting, members have reiterated the need for this Code change.

[Sec. 90-19. Single family and two family development review process.docx](#)

[Ordinance - Applicability of PZB Review.docx](#)

Sec. 90-19. Single-family and two-family development review process.

90-19.1 Permits. No building shall be erected, constructed, altered, moved, converted, extended or enlarged without the owner or owners first having obtained a building permit from the building official. Such permit shall require conformity with the provisions of these regulations. When issued, such permit shall be valid for a period of 180 days. However, the town manager or designee may grant an extension to the permit due to an uncontrollable act of nature of up to 180 days.

90-19.2 The building official reviews all applications for building permits or certificates of occupancy for compliance with the provisions of the zoning code and all other applicable codes. The building official shall issue a building permit if the applicant demonstrates that the proposed development is in compliance with all applicable codes and in compliance with any and all development orders issued in connection with the project, and that all fees have been paid.

90-19.3 Permit card. Upon approval of plan specifications and application for permit and payment of required fees, the building official shall issue a permit. The building official shall issue a permit card for each permit which shall bear the description of the property, identify the work being done, identify the owner and contactor and other pertinent information, and such card shall be maintained in a conspicuous place on the premises effected there by the hours of work and available on demand for examination.

90-19.4 Permit requirements. The Florida Building Code as amended is hereby adopted as the regulation governing the construction of buildings and structures in the town. All qualified applicants desiring a permit to be issued by the building official as required shall file an application in writing on a form provided by the town. No development shall occur until and unless the building official has issued a building permit.

90-19.5 Design guidelines. The town has adopted design guidelines intended to provide direction and suggestions for all development. The purpose of the planning and zoning board when conducting design review is to interpret those guidelines and provide guidance to the applicants as to how the design should be revised to more closely approximate or reflect the town's adopted guidelines. The applicant shall then incorporate those suggestions prior to proceeding to building permit.

90-19.6 Single-family and two-family development shall be reviewed by the planning and zoning board. The following types of applications shall require noticing as described below:

- (1) Construction of new single-family homes.
- (2) 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.
- (3) An addition of at least 50 percent of the square footage of the existing single-family home.

The applicant shall notify the public of the planning and zoning board hearing date and location, on the proposed application as follows:

- a. The applicant shall post a notice on the property one week prior to the planning and zoning board meeting and remove the notice three days after the conclusion of the planning and zoning board meeting. A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant, denoting the following:

REQUEST FOR: _____

PLANNING AND ZONING BOARD MEETING:

DATE AND TIME

TOWN HALL
9293 Harding Avenue
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE APPLICATION IS AVAILABLE BY CONTACTING THE TOWN HALL.

- b. The applicant shall mail written courtesy notices via certified mail, to the abutting single-family property owners and single-family property owners parallel to the subject property line across any right-of-way, of the planning and zoning board meeting date and location ten days prior to the meeting.
- c. The applicant shall provide the town the corresponding certified mail receipts, indicating the notices have been mailed and provide evidence that the sign has been posted three days prior to the planning and zoning board meeting.

90-19.7 The following shall be exempt from planning and zoning board and design review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Single-family and two-family awnings.
- (4) Screens.
- (5) Driveways.
- (6) Re-roofs.
- (7) Trellis.
- (8) Rooftop photovoltaic solar systems.
- (9) Sheds.

90-19.8 The following are required for submittal to the planning and zoning board for design review applications:

- (1) Application form: Each application shall describe the land on which the proposed work is to be done by legal description, and address shall show the use or occupancy of the building or structure; shall be accompanied by plans and specifications as required; shall state the value of the proposed work; shall give such other information as may reasonably required by the town manager or designee and the Florida Building Code; shall describe the proposed work and shall be attested to by the applicant and/or property owner.
- (2) Ownership affidavit.
- (3) Survey less than one year old. A survey over one year is sufficient as long as the property has not changed ownership and the owner provides an affidavit that no changes occurred since the date of the survey.
- (4) Two full-sized sets of complete design development drawings (24" × 36" sheets) signed and sealed by a registered architect. Eight reduced sized (11" × 17") copies of the plans.
- (5) Surrounding context: Provide recent photographs, as visible from the street, of the subject property and of the adjacent two (2) homes on each side of the subject property on the same side of street. If the adjacent lot(s) are vacant then the next adjacent home(s) shall be utilized.
- (6) Site plan (minimum scale of 1" = 20')

-
- a. Show entire parcel(s) with dimensions and lot size in square feet.
 - b. Show existing and proposed buildings with square footage.
 - c. Show any buildings to be removed.
 - d. Show all setbacks.
 - e. Show dimensions and locations of all existing and proposed right-of-ways, easements and street frontage, including sidewalks, curb and gutter and planting strips.
 - f. Show all existing and proposed site improvements, including, but not limited to, all utilities, retaining walls, fences, decks and patios, driveways and sidewalks, signs, parking areas, and erosion control features.
 - g. Show the location of all existing and proposed trees, vegetation, palms and note tree species.
 - h. Show locations and dimensions of parking spaces and lot layout.
 - i. Show driveway entrance width and setbacks from property line.
- (7) Architectural elevations (Minimum scale of $\frac{1}{8}'' = 1'$):
- a. Provide color elevations, showing all material finishes, textures and landscaping for all elevations of the proposed building(s). They should include, at a minimum:
 - b. All exterior materials, colors and finishes, keyed to samples provided.
 - c. Roof slopes and materials and color.
 - d. Detail of doors, windows, garage doors.
 - e. Lighting locations and details.
 - f. Dimensions of structure(s)—height, width, and length.
 - g. Deck, railing, stairs details including materials, colors, finishes, and decorative details.
 - h. Exposed foundation treatment.
 - i. Gutters and eaves.
 - j. Abutting structure heights.

90-19.9 Effective period of planning and zoning board design review approval. A design review approval from the planning and zoning board shall be effective until the development is completed except that if, after 24 months from the date of the approval by the planning and zoning board a building permit for a principal building has not been issued and remains in effect, the approval shall be null and void.

- (1) Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the town commission, at its sole discretion, provided the applicant submits a request in writing to the town manager or designee in advance of the expiration of the original approval, setting forth good cause for such an extension. For the purpose of this section, a building permit for a principal building shall cease to be in effect once required inspections have lapsed or once a certificate of completion or certificate of occupancy is issued.
- (2) All approvals which have been granted prior to the effective date of this chapter, shall be null and void and of no further force or effect if not utilized within two years after the effective date of this chapter, unless vested rights are demonstrated pursuant to subsection 90-5(11) of the zoning code. The foregoing provision of this paragraph shall not apply if the governmental approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1598, § 2, 1-15-13; Ord. No. 1604, § 2, 8-13-13; Ord. No. 1618, § 2, 3-11-14; Ord. No. 1623, § 2, 7-8-14; Ord. No. 1650, § 2, 8-10-16 ; Ord. No. 17-661 , § 3, 5-9-17; Ord. No. 18-1689 , § 2, 9-12-18)

Created: 2023-03-06 10:26:42 [EST]

(Supp. No. 46)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-19.7 OF SECTION 90-19 “SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT REVIEW PROCESS” TO MODIFY THE LIST OF APPLICATIONS EXEMPTED FROM PLANNING AND ZONING BOARD REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such
4 authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”)
6 finds it periodically necessary to amend its Code of Ordinances and Land Development
7 Code (“Code”) in order to update regulations and procedures to maintain consistency with
8 state law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-19 of the Code provides for design review approval of single-
11 family and two-family homes and related structures by the Planning and Zoning Board (the
12 “Board”); and

13 **WHEREAS**, the Code has been amended on several occasions to provide more
14 specific criteria for design review evaluation of certain structures and home modifications
15 in the single-family district; and

16 **WHEREAS**, the town planner is well equipped to address many different kinds of
17 structures and home modifications without involving the Board; and

18 **WHEREAS**, at a joint special meeting of the Town Commission and the Board held
19 on January 31, 2023, changes to the Zoning Code were addressed, including amending
20 the list of applications exempted from design review by the Board; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double-strikethrough and double underline.

21 **WHEREAS**, the Town Commission finds it in the best interest and welfare of the Town
22 to improve efficiency of the Board by amending the Zoning Code to expand the list of
23 applications that are exempt from design review by the Board; and

24 **WHEREAS**, the Town Commission held its first public hearing on _____, 2023 and
25 _____ the proposed amendments to the Code having complied with the notice
26 requirements in the Florida Statutes; and

27 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
28 Town, held its hearing on the proposed amendment to the Code on _____,
29 2023 with due public notice and input, and recommended _____ of the proposed
30 amendments to the Code; and

31 **WHEREAS**, the Town Commission has conducted a second duly noticed public
32 hearing on these Code amendments as required by law on _____, 2023 and
33 further finds the proposed changes to the Code are necessary and in the best interest of
34 the Town.

35
36 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
37 **TOWN OF SURFSIDE, FLORIDA¹:**

38
39 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated
40 herein by this reference:

41
42 **Section 2. Town Code Amended.** Section **90-19.7 of Section 90-19 “Single-**
43 **family and two-family development review process”** of the Code, is hereby amended
44 as follows¹:

45 **Sec. 90-19. Single-family and two-family development review process.**

46 * * *

47 **90-19.7** The following shall be exempt from planning and zoning board and design
48 review; however, the design guidelines shall be followed:

- 49 (1) Interior or rear yard fences.
- 50 (2) Interior renovations.
- 51 (3) Single-family and two-family awnings.
- 52 (4) Screens.
- 53 (5) Driveways.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

- 54 (6) Re-roofs.
- 55 (7) Trellis.
- 56 (8) Rooftop photovoltaic solar systems.
- 57 (9) Sheds.
- 58 (10) Front yard fences and gates with design review approval from town planner
- 59 (11) Garage conversions.
- 60 (12) Carports.
- 61 (13) Window Window Signs in SD-B40
- 62 (14) Business District SD-B40 Awnings
- 63 (15) Wall Opening (window and door) changes on existing homes not visible from a
- 64 public right-of-way
- 65 (16) Rear Yard Pools
- 66 (17) Rear Yard Decks
- 67 (18) Rooftop Mechanical Equipment
- 68 (19) Ground-level mechanical not visible from a public right-of-way

70 * * *

71

72 **Section 3. Severability.** If any section, sentence, clause or phrase of this
 73 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
 74 then said holding shall in no way affect the validity of the remaining portions of this
 75 Ordinance.

76 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and
 77 it is hereby ordained that the provisions of this Ordinance shall become and made a part of
 78 the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
 79 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
 80 changed to "Section" or other appropriate word.

81

82 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
 83 ordinances or resolutions in conflict herewith are hereby repealed.

84

85 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
 86 on second reading.

87

88 **PASSED and ADOPTED** on first reading this ____ day of _____, 2023.

89

90 **PASSED and ADOPTED** on second reading this ____ day of _____, 2023.

91

92

93 On Final Reading Moved by: _____

94

95 On Final Reading Second by: _____

96

97 **First Reading:**
98 Motion by: _____
99 Second by: _____

100
101
102 **Second Reading:**
103 Motion by: _____
104 Second by: _____

105
106

107 **FINAL VOTE ON ADOPTION**
108 **ATTEST:**
109
110
111 _____

112 Sandra N. McCready, MMC
113 Town Clerk

114

115 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
116 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

117
118
119 _____

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

122



MEMORANDUM

ITEM NO. 5A.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Water Meter System Badger Utility Encoders Phase II Conversion Implementation**

Town administration is seeking Town Commission approval for a purchase of Badger utility encoders for Phase II and authorization to amend existing contract with Badger Meter and expend a not to exceed amount of \$100,127.50 for Purchase. The procurement is being made per Town Code section 3-13 as the product is sole source due to it being the only product compatible with the Town water metering hardware.

Town staff has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town's aging battery-operated transponder system encoder. Due to the battery-operated transponder system's age, existing encoders have failed, and Town staff anticipates encoder failures, which is consistent with the expected 8-to-10-year battery life expectancy of each encoder. In 2021, the Town Commission approved the initial phase of a three-phase project for the cellular encoders. Badger Meter, Inc. has submitted a proposal to the Town to implement Phase II of the Town's Cellular Water Meter Plan. In Phase II the Town will replace an additional 550 existing encoders with cellular-based encoders at a cost of \$182.05 per encoder, for a total of cost of \$100,127.50. Refer to Exhibit A to the resolution - Badger Meter Proposal Dated April 20, 2023".

Town administration recommends Town Commission approval to proceed with the purchase of 550 cellular encoders for a total cost of \$100,127.50.

[Resolution Approving Phase II Cellular Water Meter Plan and First Amendment to PSA with Badger Meter, Inc..DOCX](#)

[Exhibit A - Badger Meter Proposal Dated April 20, 2023"](#)

[Exhibit B - First Amendment - Badger Meter for Phase II Water Encoder Work.DOCX](#)

RESOLUTION NO. 2023 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BADGER METER, INC. FOR THE PURCHASE OF NEW CELLULAR ENCODERS TO IMPLEMENT PHASE II OF THE TOWN'S CELLULAR WATER METER PLAN; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT WORK; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2013, the Town of Surfside (the "Town") installed a battery-operated transponder system consisting of 1,700 encoders to transmit residential water meter information to the Town Hall's centralized antenna; and

WHEREAS, due to the battery-operated transponder system's age, fifteen percent of existing encoders have failed and Town Staff anticipates that additional encoder failures will accelerate in the near future, consistent with the expected 8 to 10 year battery life expectancy of each encoder; and

WHEREAS, Town Staff has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town's aging battery-operated transponder system encoders (the "Project"); and

WHEREAS, on December 14, 2021, the Town Commission adopted Resolution No. 2021-2836, which approved the purchase of 659 cellular-based encoders and related cloud-based hosting services from Badger Meter, Inc. (the "Vendor") to implement Phase I of the Project ("Phase I"); and

WHEREAS, pursuant to Resolution No. 2021-2836, the Town entered into a Professional Services Agreement with the Vendor for Phase I (the “Agreement”); and

WHEREAS, Section 1.2 of the Agreement provides that the Agreement may be amended to authorize Phases II and III of the Project; and

WHEREAS, the Vendor has submitted a proposal to the Town to implement Phase II of the Project attached hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, as part of the Proposal, the Vendor will replace an additional 550 existing encoders with cellular-based encoders at a cost of \$182.05 per encoder, for a total of cost of \$100,127.50 (the “Phase II Encoder Replacement Work”); and

WHEREAS, pursuant to Section 3-13(6) of the Town’s Code, supplies, equipment, or services available from a sole source only may be exempted from competitive bidding; and

WHEREAS, additionally, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities maintenance and repair purchases for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to approve a First Amendment to the Agreement with the Vendor, in substantially the form attached hereto as Exhibit “B” (the “First Amendment”), for the purchase of the Phase II Encoder Replacement Work for a total amount not to exceed \$100,127.50, consistent with the Proposal; and

WHEREAS, the Town Commission finds that the purchase of the Phase II Encoder Replacement Work is 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 Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Purchase of Phase II Encoder Replacement Work Approved; Exemption from Competitive Bidding. The Town Commission hereby approves the purchase of the Phase II Encoder Replacement Work pursuant to the Proposal attached hereto as Exhibit "A", and approves the First Amendment, in substantially the form attached hereto as Exhibit "B," for the purchase of the Phase II Encoder Replacement Work for a total amount not to exceed \$100,127.50, consistent with the Proposal. The Town Commission finds that pursuant to Sections 3-13(6) and (7)(f) of the Town's Code, the purchase of the Phase II Encoder Replacement Work is exempt from competitive bidding.

Section 3. Authorization to Expend Funds and Execute First Amendment. The Town Manager is hereby authorized to expend funds in the amount of \$100,127.50 for the Phase II Encoder Replacement Work and execute the First Amendment, in substantially the form attached hereto as Exhibit "A," subject to final approval by the Town Manager and Town Attorney.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Phase II Encoder Replacement Work and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of May, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	_____
Commissioner Marianne Meischoid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

Shlomo Danzinger, Mayor

ATTEST:

Sandra 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



HRELCD + CELLULAR ENDPT QUOTATION

BM#3479147

4545 W Brown Deer Rd
 Milwaukee WI 53223
 PHONE: 800-876-3837

CREATED DATE: April 20 2023
 QUOTED BY: Angie Phillips
 REQUESTED BY: Randy Stokes
 PHONE: 786-778-1728
 EMAIL: rstokes@townofsurfsidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: APRIL 20 2023 - OCTOBER 19 2023

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	HRELCD + CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	HRELCD ENCODER REGISTER WITH ORION CELLULAR ENDPOINT:		
550	HRELCD Encoder Register, Gallon, with Orion Cellular Endpoint with twist tight connector for retrofitting mechanical meters currently owned by the Utility:	\$ 182.05	\$ 100,127.50
	LEAD TIME = 135 WORKING DAYS OR APPROXIMATELY END OF OCT 2023		
SUBTOTAL			\$ 100,127.50
SALES TAX			\$ -
FREIGHT			\$ -
TOTAL			\$ 100,127.50

Sales Tax: To be quoted at time of order.
Est. Lead Time: To be provided at time of order.

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!

This quotation is an offer, made subject to the terms & conditions found on our website:
www.badgermeter.com/Company/Legal/Sales-terms.aspx

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BADGER METER, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is entered into as of _____, 2023 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **BADGER METER, INC.**, a Wisconsin for-profit corporation authorized to do business in Florida (hereinafter, the "Contractor").

WHEREAS, on May 10, 2022, the Town and Contractor entered into that certain Professional Services Agreement (the "Agreement") for Phase I of the Town's three-year conversion program to convert all 1,700 existing meter encoders to cellular based encoders in order to replace the low battery inventory reaching life expectancy (the "Project"); and

WHEREAS, Section 1.2. of the Agreement provides that the Agreement may be amended to authorize Phases II and III of the Project, as detailed in a subsequent proposal to be provided by the Contractor at the direction of the Town and subject to the approval of the Town; and

WHEREAS, the Contractor has agreed to provide and deliver 550 cellular based encoders in accordance with the Proposal attached hereto as Exhibit "A" for Phase II of the Project, which consists of replacing 550 of the Town's existing water meter encoders ("Phase II Services"); and

WHEREAS, the Town and Contractor wish to amend the Scope of Services and compensation payable to Contractor for Phase II of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:¹

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Scope of Services.** Section 1.1 of the Agreement is hereby amended as follows:

1. **Scope of Services.**

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1.1. The Contractor shall provide the Services to replace 659 existing Town encoders for Phase 1 of the Project in accordance with the Proposal attached hereto as Exhibit "A." At the Town's sole discretion, the Contractor shall provide Cloud-Based Hosting Services for the Town's cellular-based encoder replacements in accordance with the Proposal attached hereto as Exhibit "A." The Contractor shall provide the Phase II Services to replace 550 existing Town encoders for Phase II of the Project in accordance with the Proposal attached hereto as Exhibit "B."

3. **Compensation and Payment.** Section 3.1 of the Agreement is hereby amended as follows:

3. Compensation and Payment.

3.1 The Contractor shall be compensated for the Services for Phase 1 of the Project at a cost of \$160.70 per HRE-LCD encoder with attached ORION Endpoint. For the Phase II Services, the Contractor shall be compensated at a cost of \$182.05 per HRE-LCD encoder with attached ORION Endpoint.

3.1.1. Contractor shall be compensated in an amount not to exceed \$105,901.30 to provide the Services for Phase 1 of the Project, consistent with the Proposal attached hereto as Exhibit "A."

3.1.2. For Phase II Services, the Contractor shall be compensated in an amount not to exceed \$100,127.50, consistent with the Proposal attached hereto as Exhibit "B."

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year as first stated above.

TOWN OF SURFSIDE

BADGER METER, INC.

By: _____
Hector Gomez
Town Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Sandra McCready, MMC
Town Clerk

Entity:

Approved as to form and legal sufficiency:

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

Addresses for Notice:

Hector Gomez
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

Addresses for Notice:

Badger Meter, Inc
4545 W Brown Deer Rd
Milwaukee, WI 53223
_____ (telephone)
_____ (facsimile)
legal@badgermeter.com (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, 12th Floor
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "B"

(PHASE II SERVICES PROPOSAL



MEMORANDUM

ITEM NO. 5B.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Memorandum of Understanding between the Town of Surfside and the Fraternal Order of Police (FOP) Local 135 to be Consistent with the Ordinance under Agenda Item 4A1 - "Pension Ordinance Addressing Housekeeping Items and Technical Corrections".**

It is recommended that the Town Commission approve and ratify the attached Memorandum of Understanding (MOU) between the Town and the Fraternal Order of Police (FOP) Local 135.

The Town of Surfside sponsors a defined benefit retirement plan for employees. It is administered by a five-member Pension Board of Trustees. After a comprehensive review of pension benefits in the year 2020, the Pension Board unanimously recommended aligning retirement ages with the Retirement Plan's maximum benefit cap. Two pension ordinances were adopted in the year 2020: Ordinance 2020-1707 and 2020-1711.

Periodically, the Retirement Plan is required to be updated and/or clarified. The Pension Board has recommended several technical corrections which will clarify language / technical clarifications governing dates and the Deferred Retirement Option Plan (DROP) plan. The attached MOU provides for: (1) Section 2-176 clarifies the normal and early retirement date of police officers; and (2) Section 2-193 alters the DROP eliminating the 60-month calculation of the earliest retirement eligibility and amends the distribution of DROP accounts to 120 days. There is no cost impact to these amendments.

Retirement benefits are aspects of employees' terms and conditions of employment. Article 31 of the collective bargaining agreement (CBA) between the Town of Surfside and the Fraternal Order of Police Local 135, contains the parties' agreement with respect to the retirement plan. The parties agree to amend the CBA Article 31 to address the provisions listed above.

Reso Approving MOU with FOP Retirement Benefits.DOCX

Exhibit A - FOP - MOU April 2023.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, REGARDING RETIREMENT BENEFITS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) and the Florida State Lodge, Fraternal Order of Police (“FOP”) entered into a Collective Bargaining Agreement for the period of October 1, 2019 to September 30, 2022 (“CBA”), which sets forth the terms and conditions of employment of the Town's police officers and sergeants; and

WHEREAS, in the year 2020, the Board of Trustees of the Retirement Plan (“Pension Board”) recommended enhancing pension benefits; and

WHEREAS, Sections 2-176 and 2-193 of the Town Code (“Code”) were amended by the Town based on the Pension Board's recommendations; and

WHEREAS, the Town has determined that an amendment to Section 2-176 is necessary to clarify the normal and early retirement date of police officers; and

WHEREAS, the Town has further determined that an amendment to Section 2-193 of the Code is necessary to alter the DROP eligibility and participation timeframe and distribution payout; and

WHEREAS, the Town has on this date adopted Ordinance No. _____, amending Chapter 2, Article V, Division 2, of the Code, regarding the retirement plan for employees of the Town; and

WHEREAS, because pension benefits are aspects of employees' terms and conditions of employment, the amendment is subject to collective bargaining; and

WHEREAS, Article 31, “Retirement Plan” of the CBA, contains the Parties' agreement with respect to the defined benefit pension plan; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding between the Town and FOP (the “MOU”), in substantially the form attached hereto as Exhibit “A,” in order to confirm the parties agreement with respect to an amendment to Section 2-176 of the Code necessary to clarify the normal and early retirement date of police officers, and an

amendment to Section 2-193 of the Code necessary to alter the DROP eligibility and participation timeframe and distribution payout; and

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

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

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

Section 2. Approval and Authorization. The Town Commission hereby approves the MOU, in substantially the form attached hereto as Exhibit “A.” The Town Manager is authorized to execute the MOU in substantially the form attached hereto as Exhibit “A.”

Section 3. Implementation. The Town Manager and/or designee is hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the MOU.

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

PASSED AND ADOPTED this 9th day of May, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE**

This Memorandum of Understanding is entered into this _____ day of April, 2023 by and between the Town of Surfside, Florida (the "Town") and the Fraternal Order of Police (the "Union"). The Town and the Union are collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Collective Bargaining Agreement for the period of October 1, 2019 to September 30, 2022 ("CBA"), which sets forth the terms and conditions of employment of the Town's police officers and sergeants; and

WHEREAS, in the year 2020, the Board of Trustees of the Retirement Plan ("Pension Board") recommended enhancing pension benefits; and

WHEREAS, Sections 2-176 and 2-193 of the Town Code ("Code") were amended by the Town based on the Pension Board's recommendations; and

WHEREAS, the Town has determined an amendment to Section 2-176 of the Code is necessary to clarify the normal and early retirement date of police officers; and

WHEREAS, the Town has determined an amendment to Section 2-193 of the Code is necessary to alter the DROP eligibility and participation timeframe and distribution payout; and

WHEREAS, the Town intends to adopt the Ordinance No. _____ amending Chapter 2, Article V, Division 2 of the Code regarding the retirement plan for employees of the Town, attached as Exhibit A and incorporated herein; and

WHEREAS, because pension benefits are aspects of employees' terms and conditions of employment, the amendment is subject to collective bargaining; and

WHEREAS, Article 31, "Retirement Plan", of the CBA, contains the Parties' agreement with respect to the defined benefit pension plan.

NOW, THEREFORE, the Parties agree to the following terms regarding the amendment to the Town retirement plan:

1. The above recitals are true and correct and incorporated herein by reference.
2. Sec. 2-176 Service Retirement Allowance, of the Code is amended to clarify the normal and early retirement date for police officers, as detailed in Exhibit A.
3. Sec. 2-193, Deferred Retirement Option Plan, of the Code is amended to eliminate the 60 month calculation from earliest retirement eligibility; and amend the distribution of DROP account to 120 days, as detailed in Exhibit A.

4. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.
5. This MOU shall become effective upon ratification by the bargaining unit employees represented by the Union and by the Town Commission, whichever occurs later. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.
6. Other than as specifically set forth herein, this MOU does not modify the CBA.
7. The Parties agree that this MOU represents the Parties' entire agreement with regard to this subject matter, and that it cannot be amended or modified without express written consent of the Parties.

**FRATENRAL ORDER OF POLICE,
LODGE #135**

By: 
Sean Kelly
Staff Representative

TOWN OF SURFSIDE, FLORIDA

By: _____
Hector Gomez
Town Manager



MEMORANDUM

ITEM NO. 5C.

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

From: Hector Gomez, Town Manager

Date: May 9, 2023

Subject: **Memorandum of Understanding Between the Town of Surfside and the American Federation of State, County, and Municipal Employees (AFSCME) Council 79 to be Consistent with the Ordinance under Agenda Item 4A1 - "Pension Ordinance Addressing Housekeeping Items and Technical Corrections"**

It is recommended that the Town Commission approve and ratify the attached Memorandum of Understanding (MOU) between the Town and American Federation of State, County, and Municipal Employees (AFSCME) Council 79.

The Town of Surfside sponsors a defined benefit retirement plan for employees. It is administered by a five-member Pension Board of Trustees. After a comprehensive review of pension benefits in the year 2020, the Pension Board unanimously recommended aligning retirement ages with the Retirement Plan's maximum benefit cap. Two pension ordinances were adopted in the year 2020: Ordinance 2020-1707 and 2020-1711.

Periodically, the Retirement Plan is required to be updated and/or clarified. The Pension Board has recommended several technical corrections which will clarify language / technical clarifications governing dates and the Deferred Retirement Option Plan (DROP) plan. The attached MOU provides for: (1) Section 2-176 clarifies early retirement age; and (2) Section 2-193 alters the DROP eliminating the 60-month calculation of the earliest retirement eligibility and amends the distribution of DROP accounts to 120 days. There is no cost impact to these amendments.

Retirement benefits are aspects of employees' terms and conditions of employment. Article 22 of the collective bargaining agreement (CBA) between the Town of Surfside and the American Federation of State, County, and Municipal Employees Council 79, contains the parties' agreement with respect to the retirement plan. The parties agree to amend the CBA Article 22 to address the provisions listed above.

[Reso Approving MOU with AFSCME Retirement Benefits.DOCX](#)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) REGARDING RETIREMENT BENEFITS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) and the American Federation of State, County and Municipal Employees (“AFSCME”) entered into a Collective Bargaining Agreement for the period of October 1, 2022 to September 30, 2025 ("CBA"), which sets forth the terms and conditions of employment of the Town's full-time civilian employees; and

WHEREAS, in the year 2020, the Board of Trustees of the Retirement Plan ("Pension Board") recommended enhancing pension benefits; and

WHEREAS, Sections 2-176 and 2-193 of the Town Code ("Code") were amended by the Town based on the Pension Board's recommendations; and

WHEREAS, the Town has determined that an amendment to Section 2-176(b)(1) is necessary to clarify early retirement ages; and

WHEREAS, the Town has further determined that an amendment to Section 2-193 of the Code is necessary to alter the DROP eligibility and participation timeframe and distribution payout; and

WHEREAS, the Town has on this date adopted Ordinance No. _____, amending Chapter 2, Article V, Division 2, of the Code, regarding the retirement plan for employees of the Town; and

WHEREAS, because pension benefits are aspects of employees' terms and conditions of employment, the amendment is subject to collective bargaining; and

WHEREAS, Article 22, "Benefits", of the CBA, contains the Parties' agreement with respect to the retirement plans; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding between the Town and AFSCME (the “MOU”), in substantially the form attached hereto as Exhibit “A,” in order to confirm the parties agreement with respect to an amendment to Section 2-176(b)(1) of the Code necessary to clarify early retirement ages, and an amendment to Section 2-193 of

the Code necessary to alter the DROP eligibility and participation timeframe and distribution payout; and

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

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

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

Section 2. Approval and Authorization. The Town Commission hereby approves the MOU, in substantially the form attached hereto as Exhibit “A.” The Town Manager is authorized to execute the MOU in substantially the form attached hereto as Exhibit “A.”

Section 3. Implementation. The Town Manager and/or designee is hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the MOU.

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

PASSED AND ADOPTED this 9th day of May, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF SURFSIDE AND THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES**

This Memorandum of Understanding is entered into this _____ day of April, 2023 by and between the Town of Surfside, Florida (the "Town") and the American Federation of State, County, and Municipal Employees (the "Union"). The Town and the Union are collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Collective Bargaining Agreement for the period of October 1, 2022 to September 30, 2025 ("CBA"), which sets forth the terms and conditions of employment of the Town's full-time civilian employees; and

WHEREAS, in the year 2020, the Board of Trustees of the Retirement Plan ("Pension Board") recommended enhancing pension benefits; and

WHEREAS, Sections 2-176, ~~2-182(a)~~, and 2-193 of the Town Code ("Code") were amended by the Town based on the Pension Board's recommendations; and

WHEREAS, the Town has determined that an amendment to Section 2-176(b)(1) is necessary to clarify early retirement ages; and

WHEREAS, the Town has determined an amendment to Section 2-193 of the Code is necessary to alter the DROP eligibility and participation timeframe and distribution payout; and

WHEREAS, the Town intends to adopt the Ordinance No. _____ amending Chapter 2, Article V, Division 2 of the Code regarding the retirement plan for employees of the Town, attached as Exhibit A and incorporated herein; and

WHEREAS, because pension benefits are aspects of employees' terms and conditions of employment, the amendment is subject to collective bargaining; and

WHEREAS, Article 22, "Benefits", of the CBA, contains the Parties' agreement with respect to the retirement plans.

NOW, THEREFORE, the Parties agree to the following terms regarding the amendment to the Town retirement plan:

1. The above recitals are true and correct and incorporated herein by reference.
2. Sec. 2-176(b)(1), Early retirement date, of the Code is amended to include the completion of 20 years of creditable service for all members, as detailed in Exhibit A.
3. Sec. 2-193, Deferred Retirement Option Plan, of the Code is amended to eliminate the 60-month calculation from earliest retirement eligibility; and amend the distribution of DROP account to 120 days, as detailed in Exhibit A.

4. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.
5. This MOU shall become effective upon ratification by the bargaining unit employees represented by the Union and by the Town Commission, whichever occurs later. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.
6. Other than as specifically set forth herein, this MOU does not modify the CBA.
7. The Parties agree that this MOU represents the Parties' entire agreement with regard to this subject matter, and that it cannot be amended or modified without express written consent of the Parties.

**AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES**

TOWN OF SURFSIDE, FLORIDA

By: _____



Staff Representative

By: _____

Hector Gomez
Town Manager

By: _____



William Perez, Chief Steward



TOWN MANAGER'S REPORT

MAY 9, 2023

I. TOWN DEPARTMENTS

Building Department

A. Foundation Work begins for 96th Park Main Building – The Building Department has issued the Foundation Permit for the Park's new modern main building.

B. Building Permit issued to demolish the Surf House Condominium – This demolition will preserve the Northwest corner of the building at ground level in order to retain existing setbacks on this corner lot. All components of the Construction Site Safety Ordinance have been and will be met for the duration of this demolition.

C. New 12 story building formerly known as the Hillcrest applies for Foundation-Only Permit – The new modern 12 story structure, to be called Surf Club Residences North going forward, has applied for a Foundation-Only permit to begin construction.

D. Building Department Permit and Inspection Numbers – As of April 20, 2023, (Note only 2/3 of month reported as of this writing) the numbers are as follows:

- Building Permits issued - 80
- Inspections performed - 161
- Lien search - 15
- TCOs issued – 0

E. Limited Launch of Customer Self-Service Portal – The Building Department continues to add permit types as part of the launch of the CSS Portal. The following permits are now available to apply for online: Commercial/Multi Family Flooring and Soundproofing; Residential Garage Door Changeout; Driveways; Fences; HVAC Air Conditioning straight change outs; Electrical (Residential) Alteration; Electrical (Residential) Repair; Right of Way (Residential); Mechanical (Residential) HVAC System New; Mechanical (Residential) Ductwork New or Replacement; Plumbing (Residential) Potable Water System; Plumbing (Residential) Sanitary Drainage System.

Town staff is working on online payments.

Code Compliance Division

A. As of April 24, 2023, the total number of open cases being managed is 190. Of these cases, 72 are actively working towards compliance; 14 cases are on-hold; 16 cases are in the Special Master hearing queue; 19 cases are in post-hearing status; 21 code cases have been issued liens and remain unpaid; 48 code cases have service liens and remain unpaid. All properties with unpaid liens are sent reminder letters to contact us to reach a resolution. The Code Compliance staff has conducted an approximate of 166 inspections from March 29, 2023, to April 24, 2023.

B. The Division presented nine cases to the Special Magistrate on Wednesday April 19, 2023.

C. Collected Civil Penalty Fines – Unsolved cases accrue fines until the code violation is resolved. After the violation is corrected, the property owner is notified to remit the fine amount due, reach a settlement agreement with the Town, or request a Mitigation of Fines Hearing.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 23: As of April 24, 2023, 40 cases have paid/settle for a total monetary collection of \$ 23,774.20.
- 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 14 Code lien searches from March 29, 2023 to April 21, 2023.

E. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services/Tourism & Public Communications Department

A. Block Party Season Expands – Last month, the Tourist Board voted to continue its two block party events, Surfside Under the Stars and Third Thursdays. The Board will present *Pedaltopia* on Sunday, May 6 and *Dance Party* on May 18. The team will take the opportunity to promote bike safety during the Pedaltopia event which falls on National Bike Day. The team is looking into bike-related giveaway items to hand out.

B. Social Media Expansion – Tourism and Communications is working with the rest of the Departments to establish guidelines for the launch of the new, Town-wide social media accounts. The new accounts will house important information for residents that is not a fit for @visitsurfside. The Surfside Police Department will have an additional account to send out alerts in real time if needed. Launch is anticipated this month (May).

C. Town Website Project – Tourism and Communications has been holding weekly calls with CGA to track progress on the Town's website refresh project. The Team provided the Manager's latest round of homepage comments and the design is being adjusted accordingly. The goal is to launch the improved site by the end of this month (May).

D. Official Surfside Retail Designs – As requested by the Tourist Board, Tourism and Communications is working with the legal team on the necessary research to have an official Surfside, Florida t-shirt for sale at tourism events as well as local and online retailers. The team is researching agreements and ways to effectively sell the shirt for \$10, which is the most challenging component of the request as vendors have already been identified and an approved design is in place.

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 FOP reviewed and approved the draft agreement. The Town administration is scheduling an Executive Session with the Town Commission

B. Interviews – Interviews for Code Compliance, Maintenance Worker – Water and Sewer, and Lifeguard PT / Seasonal, and Recreation Leader I were conducted

C. Positions Filled – Recreation Leader I, PT Lifeguard

D. Risk Management – Submitted claims, responded to adjuster questions, and coordinated appraisal regarding to damaged Town property and Town liability related claims.

E. Background/Offer/New Hire Orientation – Prepared offer of employment letters. Conducted/coordinated background investigations, pre-employment physicals, and psychological evaluations when applicable. Facilitated, the employment orientation for new hires, and conducted level 2 background screening (AHCA) of Parks and Recreation new hires and program instructors.

F. EEOC Complaints – Awaiting on response from EEOC with regards to complaint filed by former employee, Malarie Dauginikas

G. Workers Comp – Provided assistance to staff, responded to adjuster's questions and FLC's attorney regarding workers comp matters

H. Safety and Wellness Initiatives – Staff's wellness fair is scheduled for June 8, 2023. Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

Finance Department

Monthly Budget to Actual Summary as of March 31, 2023 – *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. This now includes 2 pickleball courts for programming. Hours for the pickleball programming have been adjusted after staff review of the first 3 weeks of operation. 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. 8:00 p.m. for month of May and the Lifeguard Tower form 9:00 a.m. - 5:30 p.m.

B. Hawthorne Tot Lot update – The renovations to the park are in the final stages and on schedule. Opening Ceremony occurred on Sunday, April 30, 2023 at 12:00 p.m. The park is now open.

C. Beach End Fitness Equipment Installation – The installation process for the fitness equipment is completed and available for public use.

D. After Care Program Update – The Agreement has been signed by both parties. The agreement is now complete. The Executive Director for the YMCA attended the April P&R Committee Meeting for a meet and greet. Staff is in weekly communication with the YMCA and Summer Camp registration is in full swing.

E. Programming – Spring program session is ongoing with over 47 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 continues to run in Normandy Park in Miami Beach due to the closing of 96th Street Park for construction. Senior Brunch Bunches continue to be a huge success in the community. The final brunch took place Friday, April 21, 2023. Parks and Recreation helped hosting the Annual Bring Your Kids to Work Day on Thursday, April 27, 2023.

F. Events – On April 15, 2023 the Town hosted the annual Bayanza event in collaboration with Miami-Dade County. Our Earth Day Resource Fair took place on Saturday, April 22, 2023 at the Surfside Community Center. There was over 400 in attendance.

G. Beach Chair Service – Beach Chair Service has been a well-received service offered to Surfside residents. Beach Time Max has been outstanding during the startup of the program. We have received overwhelming positive feedback on the vendor and the program. The service continues to operate as scheduled.

H. Tennis Center Recreation Facility - The Recreation and Fitness Center is in the design phase. Plans are to present the design concept to the Parks and Recreation Committee during the May 15, 2023 Parks and Recreation Committee meeting.

Planning Department

Development Application Process (2012 – Present) – *Attachment "B"*

Police Department

A. Police Department Statistics (April 1 – April 23, 2023)

- Traffic Citations – 179
- Parking Citations – 287
- Arrests – 12
- Dispatch Events – 1,029
- Incident/Crime Reports – 46

B. National Police Week

May is the month where the Nation celebrates Memorial Day and National Police Appreciation Week. The National Police Appreciation Week is celebrated annually and will take place this year from May 15 to May 21, 2023. National Police Appreciation Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community.

In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Tens of thousands of law enforcement officers from around the world traditionally converge on Washington, D.C. to participate in several planned events which honor those that have paid the ultimate sacrifice. The Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as National Police Week, has grown to a series of

events which attracts thousands of survivors and law enforcement officers to our Nation's Capital each year.

Locally there are several events to honor the men and women of law enforcement.

The Law Enforcement Officers Memorial was established in 1980 to honor fallen officers from every police department and law enforcement agency within Miami-Dade County. In 2001, four black granite walls were erected; etched with the names of the gallant men and women who died serving the citizens of their community.

C. Police Events/Community Outreach

- The North Miami Police Department will host their annual Fallen Heroes Memorial Ceremony to honor their fallen police officers on May 2, 2023 at 7:00 p.m. at the North Miami Police Headquarters. Officer Ronald Donoso will proudly represent the Surfside Police Department as a member of a multijurisdictional Honor Guard Team participating in the ceremony.
- The 42nd Annual Miami-Dade Law Enforcement Officers Memorial Ceremony is May 4, 2023 at 6:30 p.m. at Tropical Park. Chief John Healy will attend this event. Sergeant Alejandro Lorente will proudly represent the Surfside Police Department as a member of a multijurisdictional Honor Guard Team participating in the ceremony.
- The North Miami Beach Police Department will host their annual Memorial Ceremony to honor their fallen police officers on May 5, 2023 at 8:00 a.m. at the North Miami Beach Police Department. Captain Antonio Marciante will attend this event. Sergeant Alejandro Lorente and Officer Bryant Luke will proudly represent the Surfside Police Department as members of a multijurisdictional Honor Guard Team participating in the ceremony.
- The FLOW (Florida Licensing on Wheels) is May 9, 2023 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The Surfside Police Department will host two community blood drives on May 10 and May 21, 2023 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The monthly Coffee with the Cops – May 25, 2023 at 10:00 a.m. at Starbucks.
- The Parks and Recreation Department will host their annual Memorial Day Ceremony on May 29, 2023 at 10:00 a.m. at Veterans Park. Chief John Healy and Captain Antonio Marciante will attend this event. Sergeant Alejandro Lorente, Officer Ronald Donoso, and Officer Juan Duran will participate in the ceremony as members of the Police Department's Honor Guard Team.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 04/01/2023 - 04/30/2023

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	1	0	
Code Compliance (Safety Concern)	2	1	0
Code Compliance (Violation)	0	0	
Dog Stations (P & R)	0	0	
Drainage/Flooding (PW)	1	1	0.6
Other	2	1	0.1
Police (Safety Concern)	0	0	
Solid Waste (Residential) (PW)	0	0	
Street lights (PW)	0	0	
Beach Patrol	0	0	
Parking Issue	2	2	3.2
Construction Issues	2	0	

III. TOWN PROJECTS

Projects Detail Sheets – Attachment “C”

Respectfully submitted by:



 Hector Gomez, Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2023
As of MARCH 31, 2023
50% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

05/09/2023

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 15,359,792	\$21,293,192	72%
EXPENDITURES	13,846,653	\$21,293,192	65%
Net Change in Fund Balance	1,513,139		
Fund Balance-September 30, 2022 (Unaudited)	15,743,982		
Fund Balance-March 31, 2023 (Reserves)	<u>\$ 17,257,121</u>		
			A
			B
TOURIST RESORT FUND - 102			
REVENUE	\$ 3,087,897	\$6,857,455	45%
EXPENDITURES	2,805,596	\$6,857,455	41%
Net Change in Fund Balance	\$ 282,301		
Fund Balance-September 30, 2022 (Unaudited)	6,340,662		
Fund Balance-March 31, 2023 (Reserves)	<u>\$ 6,622,963</u>		
			C
			D
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$48,400	0%
EXPENDITURES	\$ 2,898	\$48,400	6%
Net Change in Fund Balance	\$ (2,898)		
Fund Balance-September 30, 2022 (Unaudited)	172,082		
Fund Balance-March 31, 2023 (Reserves)	<u>\$ 169,184</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 121,430	\$528,356	23%
EXPENDITURES	\$ 359,114	\$528,356	68%
Net Change in Fund Balance	(237,684)		
Fund Balance-September 30, 2022 (Unaudited)	409,259		
Fund Balance-March 31, 2023 (Reserves)	<u>\$ 171,575</u>		
BUILDING FUND - 150			
REVENUE	\$ 612,803	\$1,673,327	37%
EXPENDITURES	1,107,131	\$1,673,327	66%
Net Change in Fund Balance	(494,328)		
Fund Balance-September 30, 2022 (Unaudited)	3,079,893		
Fund Balance-March 31, 2023 (Reserves)	<u>\$ 2,585,565</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 5,806,904	\$18,087,627	32%
EXPENDITURES	10,673,324	\$18,087,627	59%
Net Change in Fund Balance	(4,866,420)		
Fund Balance-September 30, 2022 (Unaudited)	12,354,395		
Fund Balance-March 31, 2023 (Reserves)	<u>\$ 7,487,975</u>		

NOTES:

1) Many revenues for March 2023 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 \$8,535,627 is unassigned fund balance (reserves).

C The total unaudited balance of \$6,340,662 includes \$720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,620,377 is unassigned fund balance (reserves).

D Includes \$849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,773,117 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 2,190,340	\$5,131,739	43%
EXPENDITURES	2,092,002	\$5,131,739	41%
Change in Net Position	98,338		
Unrestricted Net Position-September 30, 2022 (Unaudited)	(944,589)		
Unrestricted Net Position-March 31, 2023 (Reserves)	\$ (846,251)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 1,017,174	\$1,616,544	63%
EXPENDITURES	737,834	\$1,616,544	46%
Change in Net Position	279,340		
Unrestricted Net Position-September 30, 2022 (Unaudited)	2,292,492		
Unrestricted Net Position-March 31, 2023 (Reserves)	\$ 2,571,832		
SOLID WASTE FUND - 403			
REVENUE	\$ 1,086,552	\$1,910,784	57%
EXPENDITURES	1,125,606	\$1,910,784	59%
Change in Net Position	(39,054)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	(192,856)		
Unrestricted Net Position-March 31, 2023 (Reserves)	\$ (231,910)		
STORMWATER FUND - 404			
REVENUE	\$ 486,389	\$5,250,749	9%
EXPENDITURES	776,018	\$5,250,749	15%
Change in Net Position	(289,629)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	2,992,167		
Unrestricted Net Position-March 31, 2023 (Reserves)	\$ 2,702,538		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 1,169,744	\$1,525,537	77%
EXPENDITURES	1,323,170	\$1,525,537	87%
Change in Net Position	(153,426)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	1,349,421		
Unrestricted Net Position-February 28, 2023 (Reserves)	\$ 1,195,995		

Andria Meiri

Andria Meiri, Budget Officer

Hector Gomez

Hector Gomez, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2019 - March 2023

FUND	9/30/2019	9/30/2020	9/30/2021	9/30/2022	3/31/2023	CAGR ^(a)
General	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 15,743,982	\$ 17,257,121	1.7%
Tourist Resort	1,640,525	2,109,658	4,264,457	6,340,662	6,622,963	56.9%
Police Forfeiture	105,725	168,289	221,034	172,082	169,184	17.6%
Transportation Surtax	328,377	442,856	569,453	409,259	171,575	7.6%
Building	2,563,517	1,991,388	1,904,548	3,079,893	2,585,565	6.3%
Capital Projects	3,048,582	4,899,128	5,894,823	12,354,395	7,487,975	59.4%
Water & Sewer	(2,367,098)	(1,733,610)	(1,389,877)	(944,589)	(846,251)	35.8%
Municipal Parking	1,198,948	1,293,993	1,657,883	2,292,492	2,571,832	24.1%
Solid Waste	641,636	219,615	(271,836)	(192,856)	(231,910)	-167.0%
Stormwater	3,200,132	3,205,050	3,581,622	2,992,167	2,702,538	-2.2%
Fleet Management	585,363	825,468	1,091,020	1,349,421	1,195,995	32.1%
Total	\$ 25,929,812	\$ 31,708,583	\$ 38,614,277	\$ 43,596,908	\$ 39,686,587	11.2%

(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.

Last updated on 4/25/2023

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/12, site plan amendment: 5/16/16, 8/4/16, 3/9/17, 5/11/17 P&Z - Original site plan: 9/27/12, site plan amendment: 8/31/17 TC - Original site plan: 10/15/12, site plan amendment: 10/10/17 Site Plan Ext -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required. Awaiting CO
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and adjoining learning center (3 stories)	DRG - 2/11/13, 3/27/13, 7/9/13 P&Z - 2/27/14 TC - 10/28/14 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	Work is well underway as permitted in three phases: Phase I is the new school which is currently substantially complete and operating with a TCO as Phase I. Phase II is the multi-use glass atrium. 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 multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/15, 3/9/17, 9/17/17, 2/9/21 P&Z - 12/7/17, 2/11/21, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 Scheduled Site Plan Ext - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021	199 units	Reduced to 31 condo units, 26 hotel rooms	None	None	20-536	Permit Issued	Construction of new 12 story condominium is fully underway. Currently pouring upper levels of structure.
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	DRG - Original submittal: 3/10/16, 4/27/16 Revised submittal: 6/27/18, 8/28/18, 11/1/18 P&Z - Original approval: 7/18/16, Revised approval: 11/29/18 TC - Original approval: 11/10/16, Approved 2/26/19 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurri. Dorian). Additional COVID and TS Elsa extensions - Permit Due Date 2/4/24. New Request submitted to extend approval due to emergency declarations Hurricane Ian and Subtropical Storm Nicole) - New Permit Due Date to 5/28/25	250 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 Site Plan Approval). Permit issuance awaits selection of a G.C. by Eden South LLC. MDC receipts for impact fees of \$1,105,679.93 (Pd. 8/3/21) and 20% Water and Sewer fees (Pd. 10/26/21) have been received. Foundation permit applied for.
5/4/2016 8955 Collins Ave	Residential Condominiums	DRG - 6/20/16, 7/27/16 P&Z - 10/27/16 11/10/16 TC - 11/10/2016 Site Plan Ext -	110 units	16 units	None	None	16-602	Issued	The Town Planner signed off on the Landscape Plan on June 17, 2022. Public Works Department is working to resolve a couple of issues so that the Building Department can issue a permanent CO.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	DRG - 8/23/22 P&Z - 8/25/22 TC - 11/29/22			None	None		Applied for on-site management trailer	DRG agreed to send to Planning and Zoning Board. P&Z recommended approval to the Town Commission. Approved at the 11/29/22 Town Commission Meeting. Some clearing of landscaping April 2023.

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.

Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
5/19/2017 4/1/22 8955 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per Sec. 90-33(3) of the Town Code.	DRG - 6/19/17, 8/24/17, 9/28/17, May 2022 P&Z - 2/22/18, 4/26/18, 5/31/18, approved on 10/27/19 TC - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23 Site Plan Amendment - P&Z approval May 26, 2022 TC - Approved Site Plan Amendment June 16, 2022	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances. Site Plan Amendment - Density Reduction from 34 to 19 Units Other interior, exterior and construction revisions.	None		Demo permit (retaining NW corner) applied for and issued. Applied for Temp. Const. Fencing; No Building Permit applied for yet.	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 19 units and interior and exterior revisions on May 26, 2022. Town Commission approved Site Plan Amendment on June 16, 2022. Pool and pool deck may remain in historic location with repairs 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 - 01/22/15, 08/18/16, 01/23/17, 03/23/18, 11/29/2018 Meeting Pending, 2/25/21 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z Reconsider) 2/25/21 P&Z Denied Plan Denied by the Commission (requires reconsideration by TC), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. – Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Has not applied for permit yet	Site Plan Approval 5/26/21
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None		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&Z - 1/30/20 TC - 2/11/20 Site Plan Ext -			Landscape buffer	Approved			This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page spreadsheet.
11/18/2021 9165 Collins Ave (formerly the Hillcrest now Surfclub Residences North	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval TC - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None	None		Demolition of Hillcrest is complete. Applied for Foundation-Only Permit.	DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting. TC approved Site Plan on 4-12-22. Foundation-Only permit under review by staff.
4/27/2022 8809 Harding Avenue	Site Plan Application for 8 Townhouse Units	DRG - September 27th 2022 P&Z - September 29, 2022 TC - Set for 11/29/22	33 Units	Proposing 8 units	None. Preliminary review comments were prepared at the request of the Applicant. Actual Site Plan submission for September 29th P & Z.			Applied for permit 1/27/23, under review at present. Unity of Title and ROW Dedication to be finalized. FPL transformer location to be identified, may need variance.	Site Plan Application received 4/27/22. Applicant requested preliminary review prior to proceeding to formal Site Plan Review. Zoom meeting with Applicant's development team and Town Staff was held on 7/7/22. Resubmission for 9/29/22 P & Z with DRG on 9/27/22. P&Z approved site plans with addition of street trees. Met with Development team on 10/27/22. Town Commission approved at 11/29/22 TC meeting.
10/1/2016, 5/6/21, 9/1/22 9116 Harding Ave (AKA 303 Surfside Blvd.)	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021) and (2022)	DRG - 11/2/16, 2/7/17, 5/18/17, 6/21 TBD P&Z - 6/27/18, 6/21, 10/27/22 TC - 4/14/2018 New approval 2/14/23 Site Plan Ext -	6 units Due to 15% reduction for aggregation	6 units	None	None		Has not applied for permit yet	Submitted plans on 9/1/22 and were reviewed at the P&Z on 12/15/22 with a DRG held on 10/17/22. Concerns with density at the site, pulled from 10/27/22 P&Z agenda. Density issues resolved 11/28/22, 6 units allowed. Approved at 12/15/22 P&Z. Approved by TC on 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 TC - 2/14/2023	68 units	No residential	None	None		Has not applied for permit yet	Approved by P&Z at 12/15/22 meeting. Approved by TC on 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 parking garage at grade and roof deck (15,790 SF of office space)	DRG - TBD P&Z - TBD TC - TBD On-hold as office is not an allowable use under the Comp Plan. Project would need ability to use the Parking Trust Fund			Will require Zoning Change				Application, plans and check submitted for 3 story Office Building. Proposed plans require possible Land Use Plan Amendment and rezoning. Site will need access to the Parking Trust Fund to comply with parking requirements. Discussions underway to determine needed activities in order to process application. Lawyers discussed plans with Mayor, Commissioner and Town Staff. Aim to seek Zoning change.



Project Detail Sheet

Downtown Walkability Improvements



Current Project Phase

The project is in the design phase.

Project Contact Information

Department	Planning
Director	Judith Frankel
Engineer of Record	Marlin Engineering, Inc.
Architect of Record	N/A

Funding

<i>Total Study Cost</i>	\$50,000
<i>Design and Implementation strategy cost*</i>	\$120,000

** 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

	<u>Phase Start</u>	<u>Phase End</u>
<i>Notice to Proceed</i>	<i>January 2022</i>	<i>January 1, 2022</i>
<i>Planning Study</i>	<i>January 2022</i>	<i>September 2022</i>
<i>Design Phase *</i>	<i>December 2022</i>	<i>July 2023</i>
<i>Permitting and Implementation*</i>	<i>May 2023</i>	<i>September 2023</i>
<i>Results review and planning*</i>	<i>July 2023</i>	<i>September 2023</i>

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.



96th Street Park

Picture



Current Project Phase

Construction phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Architect of Record	Savino Miller Design
Project Management	300 Engineering
General Contractor	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 End

November 2022
January 2023
January 2024
February 2024

Project Update

The Building Department has issued the Foundation Permit for the Park's new modern main building.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Surfside 96th Street Park Baseline Schedule_R5v1		365	17-Jan-23	16-Jan-24	0	[Gantt bar from Jan 17, 2023 to Jan 16, 2024]													
Milestone		365	17-Jan-23	16-Jan-24	0	[Gantt bar from Jan 17, 2023 to Jan 16, 2024]													
General Milestones		365	17-Jan-23	16-Jan-24	0	[Gantt bar from Jan 17, 2023 to Jan 16, 2024]													
BL011000	Notice To Proceed (NTP Acquired)	0	17-Jan-23		0	◆ Notice To Proceed (NTP Acquired)													
BL011010	Site Mobilization	0	13-Feb-23		53	◆ Site Mobilization													
BL011050	Testing and Commissioning Start	0	02-Dec-23		45	◆ Testing and Commissioning Start													
BL011060	Apply for CO Inspection	0	15-Dec-23		0	◆ Apply for CO Inspection													
BL011062	Inspector on Site	0	16-Dec-23		0	◆ Inspector on Site													
BL011070	Substantial Completion	0		17-Dec-23	0	◆ Substantial Completion													
BL011080	Project Final Completion	0		16-Jan-24	0	◆ Project Final Completion													
Client Milestones		278	14-Apr-23	16-Jan-24	0	[Gantt bar from Apr 14, 2023 to Jan 16, 2024]													
BL011020	2-Storey building construction Start	0	14-Apr-23		278	◆ 2-Storey building construction Start													
BL011026	Landscaping Start	0	20-Jun-23		210	◆ Landscaping Start													
BL011039	Kayak Launch Start	0	23-Aug-23		146	◆ Kayak Launch Start													
BL011030	Playground Equipments Installation Start	0	12-Oct-23		96	◆ Playground Equipments Installation Start													
BL011040	Kayak Launch Complete	0		20-Oct-23	88	◆ Kayak Launch Complete													
BL011035	Playground Equipments Installation Complete	0		27-Nov-23	50	◆ Playground Equipments Installation Complete													
BL011025	2-Storey building construction Complete	0		15-Dec-23	32	◆ 2-Storey building construction Complete													
BL011027	Landscaping Complete	0		16-Jan-24	0	◆ Landscaping Complete													
Work Summary		330	20-Feb-23	16-Jan-24	0	[Gantt bar from Feb 20, 2023 to Jan 16, 2024]													
BL14710	Construction Day 1 to Substantial Completion	298	20-Feb-23	15-Dec-23	32	[Green bar from Feb 20, 2023 to Dec 15, 2023]													
BL14720	Punchlist Duration	30	17-Dec-23	16-Jan-24	0	[Green bar from Dec 17, 2023 to Jan 16, 2024]													
Statutory Requirements/Permits		170	17-Jan-23	05-Aug-23	79	[Gantt bar from Jan 17, 2023 to Aug 05, 2023]													
BL15320	Submit and Acquire Trailer Permit	24	17-Jan-23	13-Feb-23	46	[Red bar from Jan 17, 2023 to Feb 13, 2023]													
BL15330	Submit and Acquire Demolition Permit	35	23-Jan-23	03-Mar-23	42	[Green bar from Jan 23, 2023 to Mar 03, 2023]													
BL15350	Submit and Acquire Master Building Permit	30	23-Jan-23	25-Feb-23	15	[Green bar from Jan 23, 2023 to Feb 25, 2023]													
BL15340	Submit and Acquire Perimeter Fence Permit	25	27-Jan-23	24-Feb-23	16	[Green bar from Jan 27, 2023 to Feb 24, 2023]													
BL15410	Submit and Acquire Foundation Permit	30	27-Feb-23	01-Apr-23	32	[Green bar from Feb 27, 2023 to Apr 01, 2023]													
BL15420	Submit and Acquire Window and Store front Permit	35	06-Apr-23	17-May-23	72	[Green bar from Apr 06, 2023 to May 17, 2023]													
BL15380	Submit and Acquire Plumbing Permit	32	06-May-23	14-Jun-23	97	[Green bar from May 06, 2023 to Jun 14, 2023]													
BL15400	Submit and Acquire Roofing Permit	30	06-May-23	12-Jun-23	101	[Green bar from May 06, 2023 to Jun 12, 2023]													
BL15430	Submit and Acquire Elevator Permit	30	06-May-23	12-Jun-23	102	[Green bar from May 06, 2023 to Jun 12, 2023]													
BL15450	Submit and Acquire Fire Suppression Permit	32	26-May-23	06-Jul-23	80	[Green bar from May 26, 2023 to Jul 06, 2023]													
BL15370	Submit and Acquire Electrical Permit	32	15-Jun-23	25-Jul-23	86	[Green bar from Jun 15, 2023 to Jul 25, 2023]													
BL15360	Submit and Acquire Kayak Launch Permit	22	26-Jun-23	21-Jul-23	44	[Green bar from Jun 26, 2023 to Jul 21, 2023]													
BL15390	Submit and Acquire Mechanical Permit	24	26-Jun-23	24-Jul-23	60	[Green bar from Jun 26, 2023 to Jul 24, 2023]													
BL15440	Submit and Acquire Fire Alarm Permit	35	26-Jun-23	05-Aug-23	79	[Green bar from Jun 26, 2023 to Aug 05, 2023]													
BL15460	Submit and Acquire Doors Permit	15	26-Jun-23	13-Jul-23	87	[Green bar from Jun 26, 2023 to Jul 13, 2023]													
Engineering / Shop Drawings		132	16-Feb-23	22-Jul-23	107	[Gantt bar from Feb 16, 2023 to Jul 22, 2023]													
Submittals		117	16-Feb-23	05-Jul-23	110	[Gantt bar from Feb 16, 2023 to Jul 05, 2023]													
Land Development and Playground		114	16-Feb-23	30-Jun-23	101	[Gantt bar from Feb 16, 2023 to Jun 30, 2023]													
BL011180	Submit Shop drawings for Storm Drainage Works	5	16-Feb-23	21-Feb-23	46	[Green bar from Feb 16, 2023 to Feb 21, 2023]													
BL011190	Submit Shop drawings for Sewerage Works	5	27-Feb-23	03-Mar-23	50	[Green bar from Feb 27, 2023 to Mar 03, 2023]													
BL011200	Submit Shop drawings for Electrical Works	5	27-Feb-23	03-Mar-23	69	[Green bar from Feb 27, 2023 to Mar 03, 2023]													
BL011090	Submit Shop drawings for Compact Fill and Grading Works	12	03-Mar-23	16-Mar-23	171	[Green bar from Mar 03, 2023 to Mar 16, 2023]													
BL011210	Submit Shop drawings for Potable Water Works	5	03-Mar-23	08-Mar-23	78	[Green bar from Mar 03, 2023 to Mar 08, 2023]													
BL011110	Submit Shop drawings for Additional Trees	12	22-Mar-23	05-Apr-23	67	[Green bar from Mar 22, 2023 to Apr 05, 2023]													
BL011150	Submit Shop drawings for Irrigation	12	25-Mar-23	08-Apr-23	108	[Green bar from Mar 25, 2023 to Apr 08, 2023]													
BL011120	Submit Shop drawings for Palm Trees	12	27-Mar-23	10-Apr-23	66	[Green bar from Mar 27, 2023 to Apr 10, 2023]													
BL011230	Submit Shop drawings for Fence & Gate	12	01-Apr-23	15-Apr-23	164	[Green bar from Apr 01, 2023 to Apr 15, 2023]													
BL011100	Submit Shop drawings for Playground Equipment	21	26-Apr-23	20-May-23	0	[Red bar from Apr 26, 2023 to May 20, 2023]													

- █ Remaining Level of Effort
- █ Actual Level of Effort
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- ◆ Milestone
- ▬ Summary

Surfside 96th Street Park Baseline Schedule_R5v1



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
BL11900	Client/AE Review and Approval for Wood Frames and Doors	18	31-May-23	22-Jun-23	89																	
BL11990	Client/AE Review and Approval for Wall Tiling Works	18	31-May-23	22-Jun-23	56																	
BL12030	Client/AE Review and Approval for Toilet Accessories	18	31-May-23	22-Jun-23	110																	
BL11910	Client/AE Review and Approval for Door Hardwares	12	05-Jun-23	20-Jun-23	131																	
BL11830	Client/AE Review and Approval for Masonry & Veneer Works	18	20-Jun-23	12-Jul-23	97																	
BL12020	Client/AE Review and Approval for Signages	12	30-Jun-23	15-Jul-23	90																	
BL11860	Client/AE Review and Approval for Misc. Metal Works	15	05-Jul-23	22-Jul-23	92																	
Kayak Launch Docking Station		18	31-May-23	22-Jun-23	40																	
BL12100	Client/AE Review and Approval for Kayak Launching Platform	18	31-May-23	22-Jun-23	16																	
BL12110	Client/AE Review and Approval for Ramp	18	31-May-23	22-Jun-23	40																	
BL12120	Client/AE Review and Approval for Floating Dock	18	31-May-23	22-Jun-23	32																	
Procurement / Material Deliveries		174	01-Mar-23	23-Sep-23	87																	
Procurement and Purchase Orders		142	01-Mar-23	16-Aug-23	98																	
Land Development and Playground		130	01-Mar-23	02-Aug-23	104																	
BL12260	Procurement of Materials and Purchase Order for Storm Drainage W	10	01-Mar-23	11-Mar-23	46																	
BL12270	Procurement of Materials and Purchase Order for Sewerage Works	10	11-Mar-23	22-Mar-23	50																	
BL12280	Procurement of Materials and Purchase Order for Electrical Works	10	11-Mar-23	22-Mar-23	69																	
BL12290	Procurement of Materials and Purchase Order for Potable Water Wo	10	16-Mar-23	27-Mar-23	78																	
BL12170	Procurement of Materials and Purchase Order for Compact Fill and (12	07-Apr-23	20-Apr-23	171																	
BL12190	Procurement of Materials and Purchase Order for Additional Trees	12	26-Apr-23	10-May-23	67																	
BL12200	Procurement of Materials and Purchase Order for Palm Trees	12	27-Apr-23	11-May-23	66																	
BL12230	Procurement of Materials and Purchase Order for Irrigation	12	29-Apr-23	13-May-23	108																	
BL12310	Procurement of Materials and Purchase Order for Fence & Gate	12	06-May-23	20-May-23	164																	
BL12180	Procurement of Materials and Purchase Order for Playground Equip	32	27-May-23	07-Jul-23	0																	
BL12300	Procurement of Materials and Purchase Order for Basketball Court	12	12-Jun-23	27-Jun-23	112																	
BL12240	Procurement of Materials and Purchase Order for Pavements and C	12	29-Jun-23	14-Jul-23	32																	
BL12220	Procurement of Materials and Purchase Order for SOD, Melch and c	12	18-Jul-23	01-Aug-23	93																	
BL12210	Procurement of Materials and Purchase Order for Shrubs and Grass	12	19-Jul-23	02-Aug-23	83																	
BL12250	Procurement of Materials and Purchase Order for Rubberized Surfa	12	19-Jul-23	02-Aug-23	59																	
2-Storey Building Construction		128	17-Mar-23	16-Aug-23	98																	
BL12320	Procurement of Materials and Purchase Order for Concrete - Slab &	12	17-Mar-23	30-Mar-23	28																	
BL12580	Procurement of Materials and Purchase Order for Elevator	120	22-Mar-23	11-Aug-23	8																	
BL12420	Procurement of Materials and Purchase Order for Roof Thermal Moi	12	31-Mar-23	13-Apr-23	202																	
BL12330	Procurement of Materials and Purchase Order for Concrete - Colum	12	03-Apr-23	15-Apr-23	16																	
BL12340	Procurement of Materials and Purchase Order for Concrete - Stairs	12	03-Apr-23	15-Apr-23	17																	
BL12600	Procurement of Materials and Purchase Order for Plumbing Works	85	04-May-23	15-Aug-23	30																	
BL12480	Procurement of Materials and Purchase Order for Aluminium Louver	12	09-May-23	23-May-23	138																	
BL12510	Procurement of Materials and Purchase Order for Ceiling Works	12	09-May-23	23-May-23	102																	
BL12540	Procurement of Materials and Purchase Order for Interior Painting	12	09-May-23	23-May-23	97																	
BL12630	Procurement of Materials and Purchase Order for Fire Alarm Works	65	10-May-23	28-Jul-23	33																	
BL12620	Procurement of Materials and Purchase Order for Electrical Works	60	11-May-23	24-Jul-23	10																	
BL12410	Procurement of Materials and Purchase Order for Cabinets and Cou	12	16-May-23	31-May-23	146																	
BL12610	Procurement of Materials and Purchase Order for HVAC Works	65	19-May-23	07-Aug-23	10																	
BL12380	Procurement of Materials and Purchase Order for Structural Metal W	12	22-May-23	05-Jun-23	45																	
BL12460	Procurement of Materials and Purchase Order for Aluminium Window	12	22-May-23	05-Jun-23	67																	
BL12470	Procurement of Materials and Purchase Order for Glass Railing	12	22-May-23	05-Jun-23	124																	
BL12360	Procurement of Materials and Purchase Order for Architectural Conc	12	24-May-23	08-Jun-23	89																	
BL12500	Procurement of Materials and Purchase Order for Drywall Works	12	24-May-23	08-Jun-23	46																	
BL12520	Procurement of Materials and Purchase Order for Floor Finishes	12	24-May-23	08-Jun-23	86																	
BL12350	Procurement of Materials and Purchase Order for Concrete - Equipn	12	01-Jun-23	15-Jun-23	128																	
BL12590	Procurement of Materials and Purchase Order for Fire Suppression \	60	05-Jun-23	16-Aug-23	7																	
BL12390	Procurement of Materials and Purchase Order for Embedded Metal V	12	12-Jun-23	27-Jun-23	35																	

- █ Remaining Level of Effort
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Surfside 96th Street Park Baseline Schedule_R5v1



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
BL13856	Compaction	3	23-May-23	26-May-23	0						■											
BL13860	Formworks Installation for Slab on Grade	8	05-Oct-23	16-Oct-23	54																	
BL13870	Rebar Installation for Slab on Grade	10	16-Oct-23	27-Oct-23	54																	
BL13880	Cast-in-place for Slab on Grade	2	27-Oct-23	30-Oct-23	54																	
BL13890	Waterproofing/Bitumen Protection Application	3	02-Nov-23	06-Nov-23	54																	
Structure		101	26-May-23	26-Sep-23	0																	
BL13905	Scaffolding, Shoring and other preparatory works for Columns	3	26-May-23	31-May-23	0																	
BL13910	Rebar Installation for Columns, Stairs and Shearwalls (GF to 2nd Le	8	31-May-23	09-Jun-23	0																	
BL13920	Formworks Installation for Columns, Stairs and Shearwalls (GF to 2n	8	09-Jun-23	20-Jun-23	0																	
BL13930	Scaffolding and Shoring for 2nd Floor Slab	2	20-Jun-23	22-Jun-23	0																	
BL13940	Formworks Installation for Beam and Slab (2nd Level)	8	22-Jun-23	01-Jul-23	0																	
BL13950	Rebar Installation for Beam and Slab (2nd Level)	7	01-Jul-23	11-Jul-23	0																	
BL13960	Monolithic Cast-in-place for Coumns at Ground and Slab at 2nd Lev	1	11-Jul-23	12-Jul-23	0																	
BL13965	Scaffolding, Shoring and other preparatory works for Columns	2	20-Jul-23	22-Jul-23	0																	
BL13970	Rebar Installation for Columns, Stairs and Shearwalls (2nd Level to	8	22-Jul-23	01-Aug-23	0																	
BL13980	Formworks Installation for Columns, Stairs and Shearwalls (2nd Leve	7	01-Aug-23	09-Aug-23	0																	
BL13962	Start Shoring Removal for Ground Level	0	05-Aug-23		16																	
BL13985	Scaffolding and Shoring for Roof Slab	2	09-Aug-23	11-Aug-23	0																	
BL15260	Formworks Installation for Beam and Slab (Roof)	7	11-Aug-23	19-Aug-23	0																	
BL15270	Rebar Installation for Beam and Slab (Roof)	8	19-Aug-23	29-Aug-23	0																	
BL15275	Structural Metal Installation for Weight Bearing	7	22-Aug-23	30-Aug-23	0																	
BL15280	Monolithic Cast-in-place for Coumns at 2nd Level and Slab at Roof	1	30-Aug-23	31-Aug-23	0																	
BL15285	Start Shoring Removal for 2nd Level	0	26-Sep-23		0																	
Interior Works		104	09-Aug-23	15-Dec-23	24																	
Ground Level		104	09-Aug-23	15-Dec-23	24																	
Substrate		25	28-Aug-23	27-Sep-23	0																	
BL14020	CMU Wall Installation	16	28-Aug-23	16-Sep-23	0																	
BL14025	Drywall Partition Framing Installation	14	05-Sep-23	21-Sep-23	0																	
BL14030	Gypsumboard Installation	11	11-Sep-23	23-Sep-23	0																	
BL14050	Touching up and Patching	3	23-Sep-23	27-Sep-23	0																	
MEPF Works		68	28-Aug-23	18-Nov-23	12																	
HVAC		59	08-Sep-23	18-Nov-23	7																	
BL14060	Supports and Brackets Installation	10	08-Sep-23	20-Sep-23	10																	
BL14070	Ducting Works Installation	12	13-Sep-23	27-Sep-23	17																	
BL14080	Vents and Devices Installation	6	11-Nov-23	18-Nov-23	7																	
Plumbing and Sanitary		49	20-Sep-23	18-Nov-23	12																	
BL14090	Supports and Brackets Installation (Rough-ins)	11	20-Sep-23	03-Oct-23	30																	
BL14100	Pipe Installation	8	26-Sep-23	05-Oct-23	30																	
BL14110	Final Fix Installation	6	11-Nov-23	18-Nov-23	12																	
Fire Suppression		24	23-Sep-23	23-Oct-23	30																	
BL14120	Supports and Brackets Installation	10	23-Sep-23	05-Oct-23	7																	
BL14130	Pipe Installation	12	28-Sep-23	13-Oct-23	9																	
BL14140	Sprinkler head and Fire Extinguishers Installation	8	13-Oct-23	23-Oct-23	30																	
Electrical		51	28-Aug-23	28-Oct-23	25																	
BL14150	Supports and Brackets Installation (Rough-ins)	14	28-Aug-23	14-Sep-23	10																	
BL14160	Duct and Trays Installation	14	14-Sep-23	30-Sep-23	29																	
BL14170	Cable Laying and Wire Pulling	13	30-Sep-23	17-Oct-23	29																	
BL14210	Outlets, Lighting and other Devices Installation	6	21-Oct-23	28-Oct-23	25																	
Fire Alarm		22	05-Oct-23	01-Nov-23	20																	
BL14180	Supports and Brackets Installation	8	05-Oct-23	16-Oct-23	7																	
BL14190	Wiring Installation	8	16-Oct-23	25-Oct-23	20																	
BL14200	Smoke detectors and Device controls Installation	6	25-Oct-23	01-Nov-23	20																	

- █ Remaining Level of Effort
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Surfside 96th Street Park Baseline Schedule_R5v1



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
BL14550	Wooden Joist Installation	6	05-Sep-23	12-Sep-23	16											Wooden Joist Installation			
BL14560	Deck Installation	3	12-Sep-23	15-Sep-23	16											Deck Installation			
BL14570	Wooden Railing Installation	2	15-Sep-23	18-Sep-23	95											Wooden Railing Installation			
BL14580	Gangway Installation	12	15-Sep-23	29-Sep-23	16											Gangway Installation			
BL14590	Aluminium Gangway with Rub Rail Installation	10	29-Sep-23	12-Oct-23	16											Aluminium Gangway with Rub Rail Installation			
BL14600	Floating Dock Installation	7	12-Oct-23	20-Oct-23	16											Floating Dock Installation			
Testing/Commissioning and Punchout		123	16-Sep-23	16-Jan-24	0													16-Jan-24	
BL14645	Storm Water Pollution Prevention Program	12	16-Sep-23	29-Sep-23	51											Storm Water Pollution Prevention Program			
BL14620	Services Connection for HVAC Works	14	20-Nov-23	09-Dec-23	2											Services Connection for HVAC Works			
BL14650	Services Connection for Fire Alarm Works	15	20-Nov-23	11-Dec-23	1											Services Connection for Fire Alarm Works			
BL14610	Services Connection for Electrical Works	12	22-Nov-23	09-Dec-23	1											Services Connection for Electrical Works			
BL14640	Services Connection for Fire Suppression Works	12	22-Nov-23	09-Dec-23	1											Services Connection for Fire Suppression Works			
BL14630	Services Connection for Plumbing and Sanitary Works	3	01-Dec-23	05-Dec-23	2											Services Connection for Plumbing and Sanitary Works			
BL14660	Pre-testing and Commissioning	7	02-Dec-23	11-Dec-23	1											Pre-testing and Commissioning			
BL14615	Elevator Testing and Inspection	6	04-Dec-23	11-Dec-23	1											Elevator Testing and Inspection			
BL14670	Final Testing and Commissioning	4	11-Dec-23	15-Dec-23	1											Final Testing and Commissioning			
BL14680	Creation of Punchlist	5	17-Dec-23	22-Dec-23	0											Creation of Punchlist			
BL14690	Completion of Punchlist Rectifications	25	22-Dec-23	16-Jan-24	0											Completion of Punchlist Rectifications			

- Remaining Level of Effort
- Actual Level of Effort
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- Critical Remaining Work
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- Summary

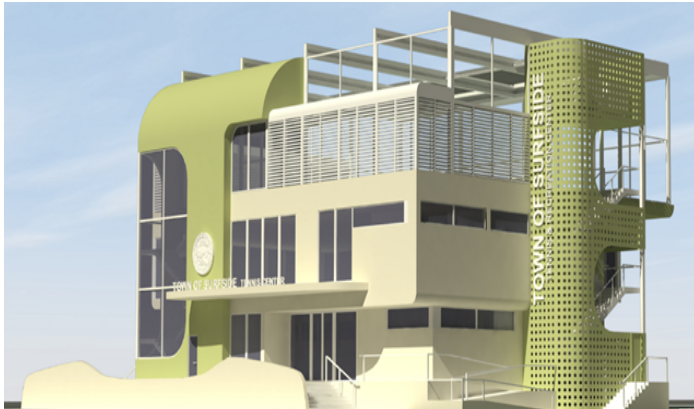
Surfside 96th Street Park Baseline Schedule_R5v1





Tennis and Recreation Center Project

Picture



Current Project Phase

Design and Engineering

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record*	The Corradino Group
Architect of Record*	William Lane Architect

Funding

<i>Total Budgeted</i>	\$2,045,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	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. Project renderings have been completed and are being reviewed by Town staff. Landscape architect has been approved at the April 2023 Town Commission meeting. The Corradino Group will present the renderings for the design of the building at the Parks & Recreation Committee meeting on May 15, 2023.



Town-wide Traffic Study

Picture



Current Project Phase

Planning Phase

Project Contact Information

Department	Public Works Randy
Director	Stokes
Engineer of Record	The Corradino Group
Architect of Record	N/A
Project Management	The Corradino Group

Funding

<i>Total Budgeted</i>	\$204,500
<i>Budget Approval Date</i>	FY22 Budget Amd. No. 7
<i>Commission Authorization to Expend Date</i>	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.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Traffic Data Collection</i>	<i>September 2022</i>	<i>November 2022</i>
<i>Traffic Operation Analysis</i>	<i>December 2022</i>	<i>January 2023</i>
<i>Traffic Calming Analysis</i>	<i>December 2022</i>	<i>October 2023</i>
<i>Safety Review</i>	<i>December 2022</i>	<i>October 2023</i>
<i>Traffic Calming Improvement Plan</i>	<i>March 2023</i>	<i>November 2023</i>
<i>Community Outreach Meeting</i>	<i>October 2023</i>	<i>November 2023</i>

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.

MONTHS FROM NTP																
Task	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Traffic Data Collection			**												
2	Traffic Data Collection- Supplemental					**										
3	Traffic Operational Analysis														**	
4	Traffic Calming Analysis											**				
5	Safety Review														**	
6	Traffic Calming Improvement Plan															**
7	Community Outreach Meeting														**	
8	Traffic Study Technical Memorandum															**

* Purchase Order was issued on 08/05/2022. NTP month one is September 2022 when the traffic data collection commenced.



91st Street - "Surfside Boulevard" Beautification Project

Picture



Current Project Phase

Design Buyout

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

Funding

Total Budgeted	\$1,050,000
Budget Approval Date	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
January 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 Avenues 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. Acting Town Manager had the scoping meeting with the engineering firm on 3/1/2023. The Town is pending some information from KCI to determine if the Town will engage KCI Technologies for the planning, design and permitting activities. Town will also seek additional scope of services proposal from Kimley Horn.



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

TOWN OFFICIALS	
COMMISSIONER	TRIA PULL
MANAGER	CHARLES HOFER
ENGINEER	BLANKEN HILFINGER
PLANNING	BELLY HELANDER

LIST OF SHEETS	
COVER SHEET / INDEX	
OVERALL SITE MAP PLAN	
ELECTRICAL AND COMMUNICATIONS PLANS	
STREET LIGHTING PLANS	

LOCATION MAP
NO SCALE

FOR THE INTEREST OF THE TOWN OF SURFSIDE, IT IS HEREBY ORDERED THAT THE UTILITY COORDINATION PLANS FOR THE UNDERGROUNDING OF UTILITIES PROJECT BE APPROVED AS SHOWN ON THE ATTACHED PLANS. THE TOWN OF SURFSIDE IS NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE TOWN OF SURFSIDE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THESE PLANS. THE TOWN OF SURFSIDE IS NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE TOWN OF SURFSIDE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THESE PLANS.

PUBLIC WORKS DEPARTMENT
8280 HAVENING AVE.
SURFSIDE, FL 33566
Phone: (904) 961-4880

PREPARED BY:
KCI
ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
6000 St. Andrews Avenue • Fort Lauderdale, FL 33309
954.576.1818 • www.kci.com

PRELIMINARY
NOT FOR

Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
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 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
 April 2024

Phase End

September 2023
 December 2023
 TBD

Project Update

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 are placed as a discussion item at April 2023 Commission meeting. Additionally, the Town Commission approved at its April 2023 Commission meeting HPF Associates' request for additional funding for project management services.



Utilities Undergrounding Baseline Schedule

Task	Activity	2022				2023												2024											
		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	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	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█													
4	Street Lighting (Initial Presentation, Short List, Mock Ups, Final Approval)		█	█	█	█	█	█	█	█	█	█	█	█	█	█													
5	Construction Documents by Engineer of Record					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
6	Legal Documents for RFQ (TBD - Schedule based on two-months estimated)												█	█				█	█	█	█	█	█	█	█	█	█	█	█
7	Benchmark - Ready for RFQ Advertisement														█				█	█	█	█	█	█	█	█	█	█	█
8	Construction Schedule (TBD)																												
9																													
10																													
11																													
12																													
13																													
14																													
15																													
16																													
17																													
18																													
19																													
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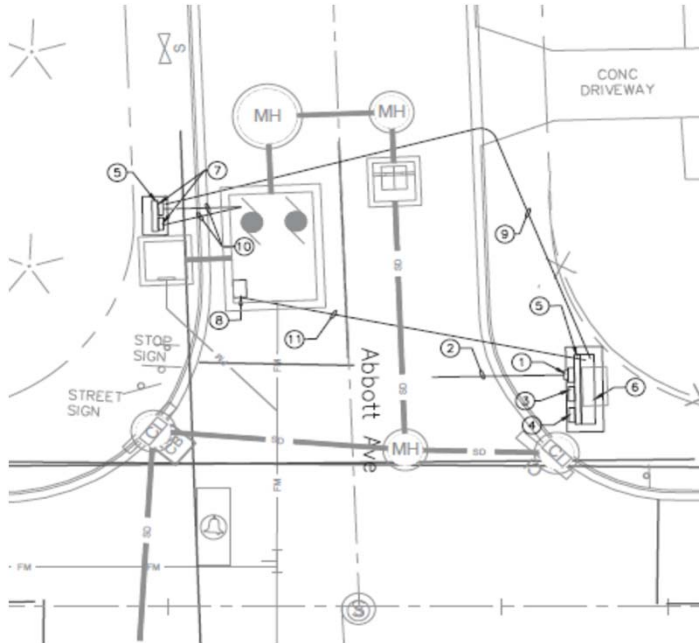
Notes:

- Projected
- Completed



Abbott Avenue Drainage Improvements

Picture



Current Project Phase

Procurement Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Keith Engineering
Architect of Record	NA
Project Management	NA

Funding

<i>Total Budgeted*</i>	\$3,850,000
<i>Budget Approval Date</i>	September 28, 2022

<i>Commission Authorization to Expend Date</i>	TBD - Administration will seek authorization to expend upon awarding work to contractor
--	---

* - Construction and CEI budget

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

Engineering and Design
 Permitting
 Procurement (est.)
 NTP for Construction (est.)
 Construction (est.)

Phase Start

March 2022
 August 2022
 March 2023
 July 2023
 July 2023

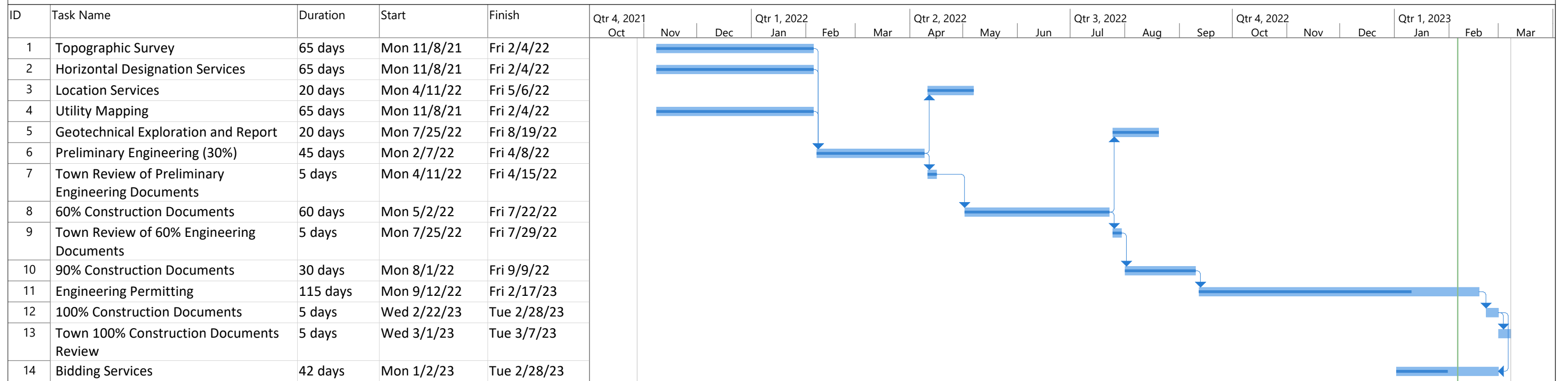
Phase End

December 2022
 January 2023
 June 2023
 NA
 May 2024

Project Update

Keith Engineering submitted for permitting and documents are being reviewed by respective agencies. Refer to engineering schedule provided.

On 4/27/2023 the Town staff held a bid opening. Town staff is currently evaluating proposals.



Project: 11494.01 - Abbott Ave Date: Mon 2/6/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Town Drainage Improvement and Flood Hazard Mitigation Plan

Picture

**TOWN OF SURFSIDE
DRAINAGE IMPROVEMENT &
FLOOD HAZARD MITIGATION
TOWN HALL**

Join the Department of Public Works along with the engineering team during our next Town Hall to discuss flooding and stormwater drainage improvements. Public feedback will be solicited!



**Thursday, October 27, 2022
6:30 PM
Hybrid Meeting**

<p>ADDRESS 9301 Collins Ave, Fishbowl Room, Surfside, FL 33154</p>	<p>ZOOM Meeting ID: 830 8298 9107 Passcode: 274109</p>
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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

<i>Total Budgeted</i>	\$255,000
<i>Budget Approval Date</i>	September 23, 2021
<i>Commission Authorization to Expend Date</i>	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.

	2022												2023																																												
	July	August				September				October				November				December				January				February				March				April				May				June				July				August							
	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21
Task 1.0 Collect, Review, and Analyze Current Mapping Data																																																									
1.1	Project Administration																																																								
1.1.1	Project Kickoff Meeting																																																								
1.1.2	Progress Meetings																																																								
1.1.3	Town Council Meetings (TBD)																																																								
1.2	Policy Planning And Public Coordination																																																								
1.3	Data Collection and Documentation																																																								
1.3.1	Initial Data Collection and Review																																																								
1.3.2	Preliminary Data Gaps Map																																																								
1.3.3	Field Visits (4 weeks field time)																																																								
1.4	Model Recommendations And Analysis																																																								
1.4.1	Analysis and Technical Memorandum																																																								
1.4.2	Project DEM																																																								
Task 2.0 Produce a Stormwater Model																																																									
2.1	Existing Conditions Model																																																								
2.1.1	Model Development																																																								
2.1.2	Design Storm Model Runs																																																								
Task 3.0 Develop the Adaptation Strategy																																																									
3.1	Alternatives Analysis																																																								
3.1.1	Needs Assessment																																																								
3.1.2	Alternatives Analysis																																																								
3.1.3	Design Storm Model Runs																																																								
3.2	Future Conditions Analysis																																																								
3.2.1	Baseline Future Conditions Model																																																								
3.2.2	Improvements Future Conditions Models																																																								
Task 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	Public Works
Director	Hector Gomez
Engineer of Record	Nova Consulting
Architect of Record	N/A
Project Management	Nova Consulting

Funding

Total Budgeted	\$340,206
Budget Approval Date	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.

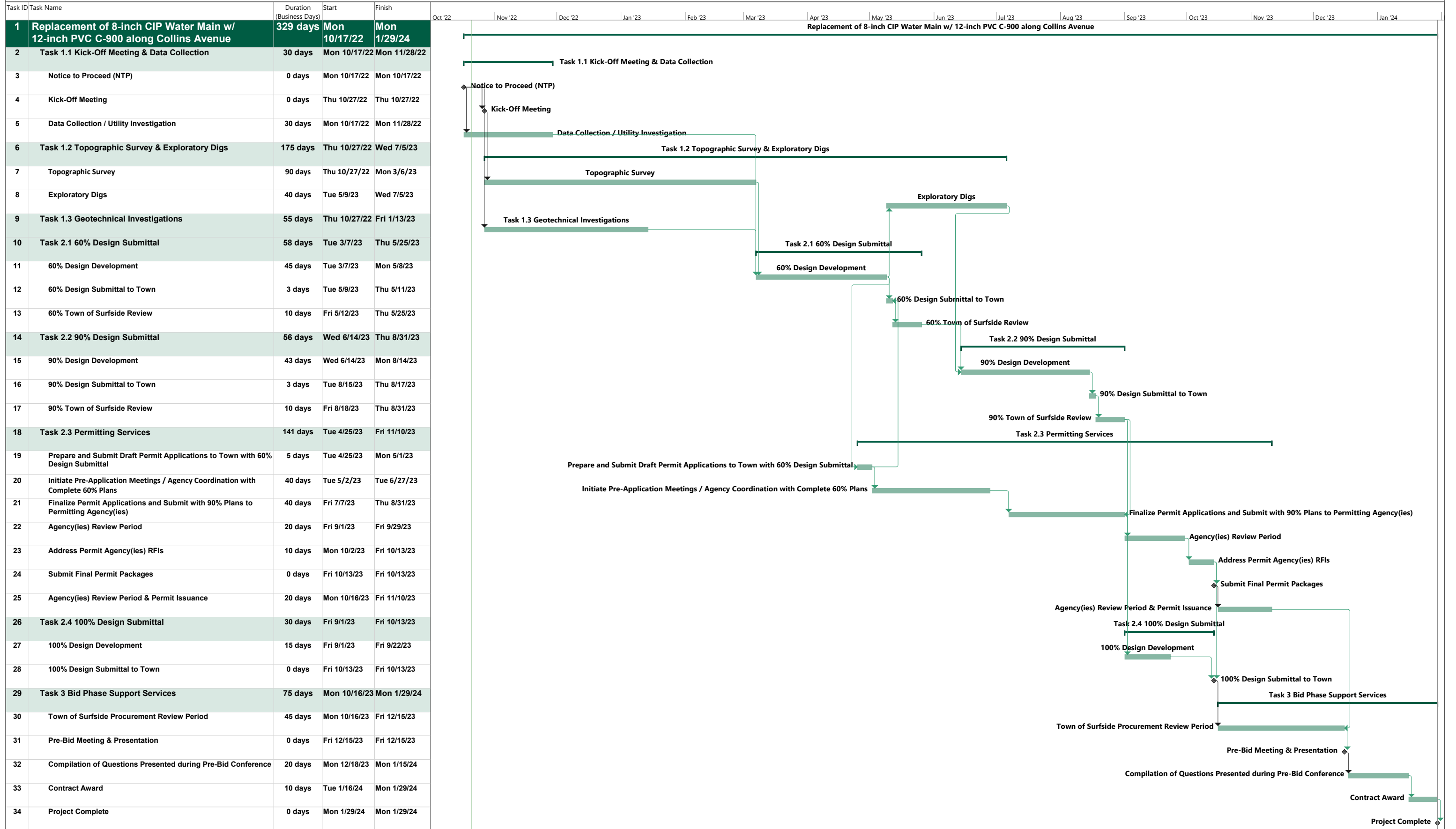
Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
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.

Town of Surfside: Public Works Division - Replacement of Approximately 5,920 LF of Existing 8-inch CIP Water Main with 12-inch PVC C-900 Pipe along Collins Avenue



Project: Replacement of 8-inch CIP w/ 12-inch PVC C-900 along Collins Avenue
Date: Fri 10/21/22

Task Split Milestone Summary



A/C Replacement Units - Community Center

Picture



Current Project Phase

Procurement phase

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted	\$140,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	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

Parks and Recreation Department is seeking proposals.



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	\$72,000
Budget Approval Date	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

	Phase Start	Phase End
Procuring of Engineering	December 2022	March 2023
Plan and Study (est.)	March 2023	October 2023
Design (est.)	October 2023	November 2023
Permitting (est.)	November 2023	January 2024
Grant Agreement and Grant Funding (est.)	December 2022	February 2024
Construction (est.)	March 2024	December 2024

Project Update

Town engaged one of the pool engineering firms (Kimley Horn) to develop a scope of services for this task which was approved by Town Commission at its March 2023 Commission meeting. 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. Town executed proposal with Kimley Horn. Survey scope of work to commence in May 2023.

Dune Resiliency and Beautification Project Schedule									
Task	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Task 1 - Kickoff Meeting									
Task 2 - Topographic Survey									
Task 3 - Construction Plans									
60% Plan preparation									
Final Plan preparation									
Task 4 - Permit Coordination									
Project Coordination									



Hawthorne Tot Lot Upgrades

Picture



Current Project Phase

Completed

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted	\$555,000
Budget Approval Date	August 9, 2022

Commission Authorization to Expend Date	November 15, 2022
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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

	<u>Phase Start</u>	<u>Phase End</u>
Procurement	August 2022	November 2022
Site Survey	August 2022	September 2022
Arborist Assessment	September 2022	September 2022
Construction (est.)	March 2023	April 2023

Project Update

The groundbreaking ceremony was held on April 30, 2023.



Town-Wide Manhole Rehabilitation Project

Picture



Current Project Phase

Completed

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	300 Engineering
Architect of Record	N/A

Funding

<i>Total Budgeted</i>	\$250,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	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

Procurement
 Notice to Proceed & Kick off
 Construction
 Submittal to DERM-RER

Phase Start

October 2022
 November 2022
 December 2022
 March 2023

Phase End

November 2022
 November 2022
 February 2023
 March 2023

Project Update

Completed



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, Town Manager

DATE: May 2, 2023

**SUBJECT: Office of the Town Attorney Report for May 9, 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:

April 17, 2023 – Special Town Commission Meeting

April 19, 2023 – Regular Town Commission Meeting

April 19, 2023 – Charter Review Board Meeting

April 27, 2023 – Planning and Zoning Board Meeting

May 1, 2023 – Tourist Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary for the above noted meetings, in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising

and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Various members of the Firm have and continue to assist the Town 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 continue our sixth year of service and work in implementing the 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; Town Manager recruitment process; EEOC complaints, and employee complaints of discrimination; resident ethics complaints and inquiries; various procurements and service provider contracts for Town Departments and the Tourist Board, 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 and ordinances; implementation of utilities undergrounding project; Computer Aided Dispatch (CAD) software for Police Department; and Agreement with AVI-SPL for upgrades to the Commission Chambers and control room.

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-Permittees Named in the National Pollutant Discharge Elimination System Permit No.FIs000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town’s Transit Services Funding
- Resolution Adopting the Town’s Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O’Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside’s Farmer’s Market
- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code “Prohibited Noises” relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code “Marine Structures” to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
- Ordinance Amending Section 90-47 of the Town Code “Yards, Generally Allowable Projections” to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 24th “Surfside Champlain Towers South Remembrance Day”
- Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities

- Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03
- Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
- Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
- Ordinance Amending Section 90-2 “Definitions” to Revise the Definition for “Lot Coverage” and Section 90-49 “Lot Standards” to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
- Ordinance Amending Section 54-78(15) “Prohibited Noises,” and Section 66-7 “Disposal of Grass Cuttings and Hedge Trimmings” to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours
- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, “Landscape Requirements” of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
- Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
- Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
- Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
- Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
- Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
- Resolution Approving Budget Amendment No. 7 for FY 2022 Budget
- Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
- Resolution Approval and Piggyback Agreement for Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to Miami-Dade County RFP No. 01488
- Resolution Approving Employee Health Benefits Contract Renewal for FY 2023
- Resolution Approving Budget Amendment No. 8 for FY 2022
- Beach Furniture Ordinance

- Resolution Adopting a Proposed Millage Rate of 4.2000 Mills for the Fiscal Year 2023, Greater than the Rolled Back Rate of 3.7102 Mills Computed Pursuant to State Law by 13.20%
- Resolution Adopting a Tentative Budget for the Fiscal Year Commencing October 1, 2022 and Ending September 30, 2023
- Resolution Approving and Adopting Multi-Year Water and Sewer Rates and Service Charges Effective October 1, 2022 for Fiscal Years 2023 to 2026
- Resolution Supporting the Designation and Renaming of State Road A1A/Collins Avenue Between 87th Terrace and 88th Street as “98 Points Of Light Way” to Honor and In Remembrance of the Victims of the Champlain Towers South Building Collapse
- Resolution Approving an Agreement with SimpleView, LLC for Website Consulting, Development, and Hosting Services for the Redesign and Relaunch of the Town’s “Visit Surfside” Visitor Website
- Resolution Supporting the Town’s Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project; Confirming the Town’s Ability to Fund and Support the Permitting, Design, Construction, and Monitoring of the Town’s Dune Restoration Project
- Resolution Approving and Supporting the Submission of Grant Applications for Town’s Priority Projects Between October 1, 2022, and September 30, 2023, Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by the Town Commission
- Resolution Approving an Agreement With Beach Raker, LLC for Beach Cleaning and Maintenance Services in an Amount not to Exceed \$171,000 Annually Utilizing the Terms and Conditions of Village of Key Biscayne Contract No.2021-11-29
- Agreement with Beach Raker LLC for Beach Cleaning and Maintenance Services
- Resolution Approving Budget Amendment No. 9 for the Fiscal Year 2022 Budget
- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste; Reimposing Solid Waste Service Assessments Against Assessed Residential Property for The Fiscal Year Beginning October 1, 2022
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-67 – “Emergency Power Generators” to Permit the Installation of Emergency Power Generators on the Rooftop of Residential Structures in the H30A and H30B Zoning Districts
- Resolution Providing for Ratification of the Collective Bargaining Agreement between AFSCME Florida Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO and the Town of Surfside in effect from October 1, 2022 through September 30, 2025
- Resolution Adopting the Final Millage Rate For the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Adopting A Final Budget for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Establishing A Sister City Relationship with the Region Of Shomron, Israel to Promote Educational, Informational, Cultural and Economic Exchanges

- 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, (lii) 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 Programming
- 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
- Resolution Approving 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 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

March 2023

- Resolution Declaring as Surplus Property Two Vehicles of the Town of Surfside Public Works Department; Authorizing The Town Manager To Provide For The Sale Or Disposition Of The Surplus Vehicles
- Resolution in Support of the Earthquake Victims in Turkey and Syria; Recognizing the Work of Humanitarian Aid, Rescue Workers, and Civilian Volunteers on the Ground

- Resolution Approving a Project Agreement with Kimley-Horn And Associates, Inc. Pursuant to the Continuing Services Agreement for Professional Engineering Services, for Design and Permitting Services Related to the Dune Resiliency and Beautification Project
- Resolution Approving a First Amendment to the Professional Services Agreement with in Alignment Consulting, LLC for Grant Administration and Consulting Services
- Resolution Strongly Opposing Cashless Bail Reform Allowing Criminals To Be Released On Their Own Recognizance
- Resolution Approving Budget Amendment No. 5
- Ordinance Amending Section 90-48.3 of Section 90-48. -- "Modification Of Side And Rear Yard Regulations" To Clarify Applicability of Waterfront Setbacks; And Section 90-54.1 Of Section 90-54. -- "Modification Of Side And Rear Yard Regulations" To Address Buildings And Structures Within The Waterfront Setback Area For H30a Properties
- Ordinance Amending Section 90-2. - "Definitions", By Amending The Definitions Of "Setback" And "Yard" To Reflect That They Are Synonymous And Equivalent Terms
- Ordinance Amending Section 90-2. - "Definitions" By Amending The Definition Of "Density" To Delete The Reference To "Gross" Acre; Amending Section 90-45.1. - "Aggregation Of Lots" To Delete The Reference To "Gross" Density; And Amending Section 90-86.2 Of Section 90-86. -- "Landscape Permit Plans" To Delete The Reference To "Gross" Acreage
- Amending Section 90-50.2 "Roof Decks Provisions" of Section 90-50. -- "Architecture And Roof Decks" To Clarify The Allowable Height For Stairway Railings For Access To The Roof Of Single Family Residential Properties
- Ordinance Amending Chapter 54, "Offenses And Miscellaneous Provisions," Article III, "Offenses Involving Public Peace And Order," By Adding Section 54-65, "Obstruction Of Public Right-Of-Way Prohibited
- Ordinance Amending Chapter 54, "Offenses And Miscellaneous Provisions," Of The Town Of Surfside Code Of Ordinances, By Adding Section 54-66, "Public Urination And Defecation Prohibited

April 2023

- Resolution Adopting a Proclamation Honoring the Importance of Trees for the Town of Surfside's Community and Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2023, as "Arbor Day"
- Resolution Approving a Fiscal Year 2023 Police Forfeiture Fund Expenditure for Police Gym Equipment
- Resolution Approving the Purchase of Fitness Equipment from Matrix Fitness and Rogue Fitness for New Police Gym and Training Facility
- Resolution Approving Budget Amendment No. 6
- Resolution and Project Agreement with The Corradino Group, Inc. to Provide Landscape Architectural Services Relating to the Tennis Recreation Center Building Improvements Project

- Resolution Approving Additional Services with Savino & Miller for Construction Phase Design and Landscape Architectural Services Pursuant to the Professional Services Agreement for the 96th Street Park
- Resolution And Agreements For Purchase of Fully Integrated Computer Aided Dispatch System and Related Ancillary Services from CentralSquare; A Citation System from LexisNexis; and Vehicle Printers from CDW Government LLC for the Police Department
- Resolution Approving the Purchase of Turtle-Friendly Solar Powered Amber Led Bollards from First Light Technologies Ltd. for Phase II of the Turtle-Friendly Solar Bollards Project
- Resolution and Second Amendment to the Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services in Connection With Phase IIA of the Undergrounding of Utilities Project
- Ordinance Amending Chapter 2. – Administration, Article V. – Employee Benefits, Division 2. - Pension Plan, Regarding the Retirement Plan for Employees of the Town; Amending Section 2-176 to Clarify Normal and Early Retirement Ages; Amending Section 2-182(A) to Permit Terminated 100% Vested Members to Receive Benefits Beginning at Age Fifty-Five; And Amending Section 2-193 Governing the Drop Plan
- Ordinance Amending 90-50.2 “Roof Deck Provisions of Section 90-50 “Architecture and Roof Decks” to Clarify Regulations Applicable to Rooftop Structures
- Ordinance Amending Section 90-61. – “Paving in Front and Rear Yards in H30 and H40 Districts” By Amending Landscape Requirements
- Ordinance Amending Section 101, “Qualifying For Elected Office” of the Town Charter Pursuant To Sections 100.3605(2) and 166.021(4), Florida Statutes, with Limited Applicability to Establish Qualifying Dates and Supplemental Qualifying Dates for the Town’s March 19, 2024 General Election
- Ordinance Regarding Stormwater Management Regulatory Mechanism for Enforcement

May 2023

- Resolution Approving And Authorizing The Purchase Of One (1) 2023 Kubota RTV X900G-A Utility 4WD Vehicle
- Resolution Approving Budget Amendment No. 7
- Resolution Approving And Authorizing the Purchase of One (1) 2023 GMC Terrain AWD Vehicle
- Resolution Approving First Amendment To The Professional Services Agreement With Badger Meter, Inc. For The Purchase Of New Cellular Encoders To Implement Phase Ii Of The Town’s Cellular Water Meter Plan
- Resolution Approving Memorandum Of Understanding (MOU) Between the Town of Surfside and the Florida State Lodge, Fraternal Order of Police, Regarding Retirement Benefits
- Resolution Approving Memorandum Of Understanding (MOU) Between the Town of Surfside and the American Federation of State, County and Municipal Employees (AFSCME) Regarding Retirement Benefits

- Ordinance Amending the Town of Surfside Code of Ordinances By Amending Section 90-47 “Yards Generally Allowable Projects” To Clarify That Balcony Overhang Limitations Apply Only To Inclined Side Setbacks In H120
- Ordinance Amending the Town of Surfside Code of Ordinances By Amending Section 90-56 “Fences, Walls And Hedges” To Modify Approval Procedure And Requirements For Fences And Walls
- Ordinance Amending the Town of Surfside Code of Ordinances By Amending Section 90-50. – “Architecture And Roof Decks” To Modify Requirements For Garage Conversions
- Amending Amending the Town of Surfside Code of Ordinances By Amending Section 90-19.7 Of Section 90-19 “Single-Family And Two-Family Development Review Process” To Modify The List Of Applications Exempted From Planning And Zoning Board Review

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 Court held a special set hearing for case status on April 27, 2023, and set another case management conference for May 24, 2023, and a calendar call for June 16, 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, Respondents; Case No. 2022-000028-AP-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. A Petition for Certiorari was filed on May 20, 2022 by

Shannon Gallagher alleging failure to comply with provisions of Surfside's Zoning Ordinance and Town Charter and asking certiorari review of a quasi-judicial order by the Town Commission approving plans submitted by the Applicant, Fort Point Capital, to construct a 14-unit building at 9165 Collins Avenue (Hillcrest). Gallagher moved to amend the Petition on June 10, 2022, refiled on June 15, 2022. On June 27, 2022, the Town filed its Response in Opposition to Gallagher's Motion for Leave to File and Amend Petition and Appendix. On August 26, 2022, the Court issued its order granting Petitioner Gallagher's Motion to File an Amended Petition for Certiorari and Amended Appendix. Pursuant to the Court's Order, Petitioner shall have ten (10) days from the date of the Order or by September 6, 2022 to file a corrected amended petition and appendix, which shall not include items or arguments that are not included in the record below, and Respondents are directed to file an original of their responses to the amended petition for writ of certiorari with this Court within twenty (20) days of the date of filing of the amended petition and appendix and show cause why the amended petition should not be granted. Because Gallagher did not comply with the August 26, 2022 order, on September 12, 2022, the Town and Fort Point Capital jointly moved the Court for an order compelling Gallagher to file her corrected petition and appendix. On September 23, 2022, the Court issued an order granting the joint motion and directing Gallagher to file a corrected amended petition and appendix within 10 days, failing which, the parties shall proceed on the basis of the original petition and appendix. Gallagher's corrected amended petition and amended appendix is therefore due on October 3, 2022. The Town's response to the corrected amended petition, if filed on October 3, 2022, or to the original petition, 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 did not file a reply and the time for such has lapsed. On February 23, 2023, the Court issued a Notice of Review setting a panel review of three judges where on April 13, 2023, where the merits of the case were internally reviewed and decided. On April 21, 2023, the Court denied the Developer's motion for sanctions. However, the Court has not yet ruled on the petition itself.

Victor May v. Town of Surfside, In Circuit Court of the 11th Judicial Circuit (Appellate Division), Case No. 2023-6-AP-01

On February 23, 2023, Victor May initiated an appeal of a code enforcement order entered by the Special Master concerning a citation issued to Kamil Karter, Victor May and Laila May for removing a driveway and elevating the grade on the front of the property without permits. On that date, Mr. May filed three different documents with the Court: a single page titled "Petition to Review/Civil Fines," a short initial brief, and a two-page document entitled "Motion to Eliminate." Notwithstanding that the filings were deficient, the Court entered an order to show cause to the Town on March 8, 2023, directing the Town to file a response. On March 27, 2023, the Town filed its response to the petition. Mr. May had the right to file a reply brief by April 26, 2023, and did file a reply on April 17, 2023. The Court has not yet ruled.

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 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 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 (phase II); 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; purchases of fitness equipment and implementation of police gym and training facility; 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; Evaluation of responses to Invitation to Bid and Contract negotiations for the Abbott Avenue Drainage Improvements project, including grant funding; implementation and funding for Surfside Boulevard improvement; purchase and implementation of Police Computer Aided Dispatch (CAD) software and related services; implementation of undergrounding of utilities project and bond financing; implementation of walkability initiatives and traffic directives; grant funding and implementation of CTS Memorial Site, including assistance with RFQ and RFP for CTS Memorial Site; legislation regarding public places; Charter Review Board process and meetings; analysis and mitigation efforts related to new SB 02.



**Town of Surfside
Regular Town Commission Meeting
May 9, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A.

Date: May 9, 2023

From: Hector Gomez, Town Manager

Subject: Capital Improvement Project Department

Suggested Action: – Town Manager is seeking Town Commission approval to commence the process to create the new Capital Improvement Project (CIP) Department.

Background/Analysis: – Currently, the Town of Surfside is embarking in numerous infrastructure and facilities project which can be categorized as Capital Improvement Projects (CIP). CIP projects are currently handled under the resources of the Public Works Department. Usually, these types of projects are managed by consultants which are contracted through a Request for Professional Services or are part of our pool of engineering firms. These consultants are then managed by the Public Works Department. It can be costly to have multiple consultants managing various projects as project scope of services transform as the needs of each project are better designed through the design process. As a way to consolidate all projects under a Town resource and understanding that Public Works is a department with a myriad of duties but limited resources; it is the Town Manager's recommendation to create a new Department to be more effective with cost controls and undertake comprehensive planning throughout various projects currently ongoing and within the five years look ahead period.

Budget Impact: – The creation of a new Department will have cost impacts. The Town will budget for the cost in Fiscal Year 2024. The main cost foreseen is the hiring of a Capital Improvement Projects Director.



MEMORANDUM

ITEM NO. 9B.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: May 9, 2023
Subject: **Synthetic Turf in the Zoning Code**

Suggested Action: Staff requests that the Town Commission provide direction on the potential expansion of the allowance for synthetic turf under the zoning code. The following are points of potential conflict with the zoning code that require direction:

- Compatibility with the Florida Friendly Landscaping requirements
- Compatibility with other landscape requirements (e.g. number of required trees and shrubs per lot)
- Use in H120 zoning district, especially east of the Bulkhead Line. Current Code requires all areas east of the Ocean Bulkhead Line to be landscaped with only native dune species.
- Use in H30C and H40 zoning districts
- Use in Town-owned Right-of-way
- Permitting and Inspection process to ensure permeability and quality of synthetic turf
- Process to address current non-compliant properties

Staff Recommendations:

If the Town Commission desires a greater allowance for synthetic turf in the rear and side yards of a property, staff recommends allowing the turf to be counted towards the minimum pervious lot coverage but not the other minimum landscaping requirements.

If the Town Commission desires a greater allowance for synthetic turf in the front or secondary frontage of a property, staff recommends allowing the turf to be counted towards the minimum pervious lot coverage but not the other minimum landscaping requirements and requiring a barrier (i.e. hedges) where the synthetic turf abuts natural materials.

Staff also recommends requiring additional drainage systems in the right-of-way areas in front of properties where synthetic turf is present. A drain-field constructed in conjunction with artificial turf would be beneficial to the Town's drainage stormwater management system. This would consist of 4 ft drain field filled with 57 rock and covered in filter fabric. This condition would allow for synthetic turf to be in the right-of-way while providing for additional stormwater capacity to reduce street flooding.

Staff recommends requiring properties with existing non-permitted synthetic turf to complete the permitting and inspection process to ensure design and permeability standards are met. This may mean that some existing synthetic turf may need to be removed depending on what Code changes the Town Commission approves. The Town will seek to enter into a compliance agreement with each impacted property.

Background:

On January 31st, 2023, the Town Commission and Planning and Zoning Board met in a joint workshop to address several ambiguities and problems in the zoning code. One of the issues discussed was the allowance for synthetic turf. At that meeting the Town Commission made two motions directing Staff to bring new ordinances regarding synthetic turf. The first approved motion was for synthetic turf allowance in the rear and side yards and the second approved motion was for synthetic turf in the front yard. Both ordinances would allow the synthetic turf to be counted as pervious lot area, which it presently cannot be considered.

Prior to January 2020 Town code completely prohibited the use of artificial materials for the purpose of landscaping. Since 2017, Code Compliance has cited 26 properties for the presence of synthetic turf. Several of these properties chose to remove the synthetic turf, but others kept the non-compliant material. There are currently 11 Code Compliance cases that are "on-hold" and four that are in an "open" status.

In February 2018, the Town Commission discussed the issue of synthetic turf. At that meeting the Commission voted to maintain the prohibition on synthetic turf. There were 12 open cases at that time. Property owners with synthetic turf were allowed a 2-year grace period to bring the property into compliance. Refer to **Attachment A** - "Code Compliance Synthetic Turf Cases".

In January 2020 the Town Commission passed an ordinance allowing synthetic turf in excess landscaping areas and provided a one-year period for property owners to come into compliance. This meant that once the required percentage of landscaping is satisfied (35% for Single-family zones and 20% in multi-family zones) for the property, synthetic turf could be installed within other spaces not required to be landscaped. That ordinance also dictated material specifications, installation system and design standards for the synthetic turf. See the current code in **Attachment B** - "Zoning Code Section on Synthetic Turf".

Since this issue has been part of an on-going debate some of the non-compliant properties are waiting for a final determination before seeking compliance. Other homeowners have seen the synthetic turf in Town and assume that it is permitted. This has caused confusion and an increased number of properties with synthetic turf around Town. Clear guidelines would help alleviate the issue.

Town Staff recommends requiring these properties to complete the permitting and inspection process to ensure design and permeability standards are met after a determination is made. As these cases were not initially permitted, the standards of the material, installation and permeability are unknown. This may mean that some existing synthetic turf may need to be removed depending on what Code changes the Town Commission approves.

At present, 35% of a single-family zoned property is required to be pervious/landscaped and 20% of multi-family properties.

Synthetic Turf Benefits

- Synthetic turf when of high-quality and properly installed can be attractive and easy to maintain for homeowners.
- Synthetic Turf does not require watering or fertilizers unlike natural materials.
- Synthetic Turf is permeable if properly installed. A drain-field constructed in conjunction with artificial turf would be most beneficial. This would consist of 4 ft drain field filled with 57 rock and covered in filter fabric. Doing so would create a favorable environment for the Town's drainage stormwater management system.

Synthetic Turf Considerations

- Flooding and stormwater drainage is an ongoing issue locally. Increased synthetic and hardscape groundcover contributes to the problem. While high-quality synthetic turf is permeable, it is not as absorbent as open ground covered with natural plants with a water absorbing root system.
- The Florida Friendly Landscaping program does not consider synthetic turf to be a "Florida-Friendly" product. Synthetic turf surfaces have substantially higher surface temperatures than natural turf grasses thereby destroying beneficial microbes in the soil underneath. Artificial turf can contribute to the heat island effect, and it does not provide habitat for wildlife or beneficial insects.
- Permitting of Synthetic Turf will require a two-step inspection process to ensure permeability and quality of materials. The Town does not presently have staff for this type of inspection.
- See **Attachment C** - "Code Compliance Synthetic Turf Case Photos".

[Attachment A - Code Compliance Synthetic Turf Cases](#)

[Attachment B - Zoning Code Section on Synthetic Turf.docx](#)

[Attachment C - Code Compliance Synthetic Turf case photos](#)

	Case #	Date opened	Address	Property Owner	Status	Location of Artificial Grass	Notes
1	170381	6/1/2017	9216 BYRON AVE	RUBEN VALDIVIA RUBEN VALDIVIA LIVING TRUST	On-Hold	Front yard, ROW	
2	180226	2/27/2018	9416 CARLYLE AVE	DEBRA BARRIENTOS & JOSE VALERA	Closed		Artificial grass removed
3	180227	2/27/2018	9325 DICKENS AVE	DIANA E GONZALEZ	On-Hold	Front yard, ROW	
4	180228	2/27/2018	9317 DICKENS AVE	WILLIAM M FLECK ALLISON D FLECK	Closed		Artificial grass removed
5	180229	2/27/2018	9064 BYRON AVE	SINDY POSSO & IVAN SUSSMAN	On-Hold	Front yard, ROW	
6	180230	2/27/2018	8950 HAWTHORNE AVE	PAULA SPERDUTO & H ANTHONY	Closed		Artificial grass removed
7	180231	2/27/2018	8850 HAWTHORNE AVE	LOURDES DIAZ-CARVAJAL	Closed		Artificial grass removed
8	180233	2/27/2018	8810 FROUDE AVE	JEAN PIERRE MALTAIS TRS ET ALL	Closed		Artificial grass removed
9	180234	2/27/2018	1100 88 ST	GREEN HOUSE 88 ST LLC C/O OLIVIER ROCHE	On-Hold	Front yard, ROW, side yard	
10	180235	2/27/2018	708 88 ST	LESLIE ALAN ROZENCWAIG ESQ TRS FRANK FAMILY TRUST	On-Hold	Front yard, ROW, side yard	
11	180268	3/8/2018	9380 BAY DR	YITZAK STERN & DEBORAH STERN	Closed		Artificial grass removed
12	181093	12/6/2018	8926 GARLAND AVE	JOSE CARLOS DE MIER & W YOLANDA GONZALEZ	On-Hold	Front yard, ROW, side yard	
13	190248	3/4/2019	9449 COLLINS AVE	BEACH HOUSE HOTEL LLC	On-Hold	Back yard	
These properties below installed the artificial grass with the current code							
14	200077	5/19/2020	9200 COLLINS AVE	HDP TLD PARTNERS LLC	Closed - Adjudicated		Artificial grass removed/Paid fines
15	200144	5/20/2020	500 SURFSIDE BLVD	ARLENE RAIJMAN	On-Hold	Front,side, back yards- Not on ROW	SM stopped fines- put on hold
16	200199	5/21/2020	1000 88 ST	JARED & ALLISON MARGOLIS	Lien Released/Case Closed		Building permit obtained/Paid Fines
17	200282	6/1/2020	9401 COLLINS AVE	AZURE CONDO ASSOCIATION	Closed		Building permit obtained/Paid Fines
18	200565	10/12/2020	9008 BYRON AVE	MARCO TAGLIATTI SYLVIA NOVELLI	Closed		Building permit obtained
19	211797	11/19/2021	9309 BYRON AVE	RAYMOND SANTIAGO & CLARE MARIA SANTIAGO	On-Hold	Front yard, ROW, side yard	SM put on hold- fines continue
20	220137	1/28/2022	8866 ABBOTT AVE	JUSTIN A SCHULTZ & TAYLER A SCHULTZ	On-Hold	Front yard	Has not gone to SM
21	220195	2/17/2022	9124 ABBOTT AVE	JAY M ROSEN & LAUREN R ROSEN	Closed		Artificial grass removed
22	221693	11/4/2022	9001 COLLINS AVE	SC HOTEL PROPERTY LLC	Closed		Building permit obtained
23	230115	1/25/2023	1036 88 ST	CHARLES L ELDREDGE & W YVONNE	Open	Front yard, ROW	
24	230217	2/9/2023	8858 EMERSON AVE	MARCOS DIGLIODO TRICIA DIGLIODO	Open	Back yard	
25	230455	3/9/2023	924 88 ST	LINDEN & MICHELLE NELSON	Open	Front yard	
26	230471	3/12/2023	824 SURFSIDE BLVD	DANIEL WAISMAN, ET ALL	Open	Front,side, back yards- Not on ROW	

11 cases "on-hold"
4 cases "open"
12 cases "closed"

2/13/2018 *TOWN COMMISSION DISCUSSED THIS ITEM ON EITHER ALLOWING ARTIFICIAL GRASS BY CHANGING THE CODE OR TO LEAVE CODE AS IS. AT THE TOWN COMMISSION MEETING ON FEBRUARY 13, 2018 TOWN COMMISSION VOTED ON LEAVING CODE AS IS AND GIVING PROPERTY OWNERS WITH ARTIFICIAL GRASS ON THEIR PROPERTIES A 2-YEAR PERIOD TO BRING THE PROPERTY INTO COMPLIANCE.
1/14/2020 * TOWN COMMISSION ADOPTED A REVISED ORDINANCE ON 1-14-2020 THAT ALLOWS ARTIFICIAL GRASS ON PROPERTIES, AND PROVIDES A ONE-YEAR PERIOD TO OBTAIN A BUILDING PERMIT.

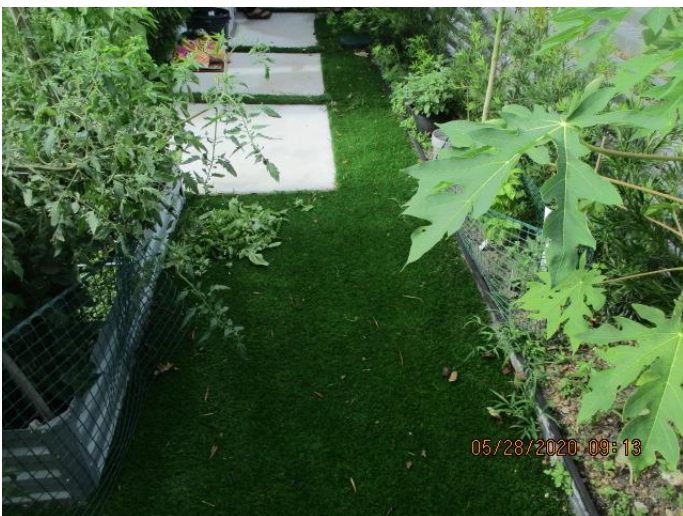
Sec. 90-87. Installation of landscaping and irrigation.

(15) Synthetic turf.

- a. Synthetic turf may be permitted on all properties subject to the requirements and procedures set forth in this section.
- b. Synthetic turf shall not be counted towards the minimum required landscaped areas, buffers, foundation plantings or landscape islands.
- c. Synthetic turf shall comply with all of the following design standards and shall:
 - i. Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall have a minimum eight-year "no fade" warranty.
 - ii. Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.
 - iii. Have a minimum face weight of 75 ounces per square yard.
 - iv. Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States.
 - v. Have backing that is permeable.
 - vi. Be lead free and flame retardant.
- d. Synthetic turf shall comply with all of the following installation standards and shall:
 - i. Be installed by a state-licensed general contractor in a manner prescribed by the manufacturer.
 - ii. Be installed over a subgrade prepared to provide positive drainage and an evenly graded, porous crushed rock aggregate material that is a minimum of three inches in depth.
 - iii. Be anchored at all edges and seams consistent with the manufacturer's specifications.
 - iv. Not have visible seams between multiple panels.
 - v. Have seams that are joined in a tight and secure manner.
 - vi. Have an infill medium consisting of clean silica sand or other mixture, pursuant to the manufacturer's specifications that shall:
 1. Be brushed into the fibers to ensure that the fibers remain in an upright position;
 2. Provide ballast that will help hold the turf in place; and
 3. Provide a cushioning effect.
- e. Synthetic turf shall comply with all of the following additional standards:
 - i. Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf. Living plant material shall be provided per the minimum code requirements.
 - ii. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum four-inch thickness to prevent the intrusion of living plant material into the synthetic turf.

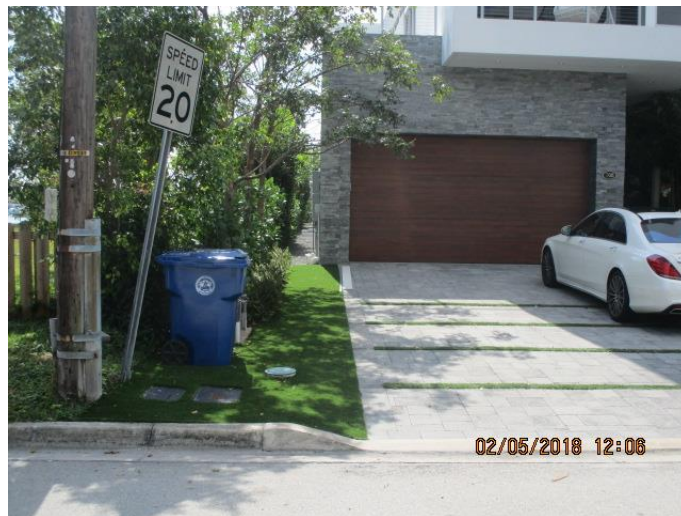
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- iii. Irrigation systems proximate to the synthetic turf shall be directed so that no irrigation affects the synthetic turf.
 - f. Synthetic turf shall comply with all of the following maintenance standards and shall:
 - i. Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear.
 - ii. Be maintained in a green fadeless condition and free of weeds, debris, and impressions.
 - g. The following uses are prohibited:
 - i. Synthetic turf in the public rights-of-way or swales.
 - ii. Synthetic turf shall not be used as a screening material where screening is required by the Code.
 - h. All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all of the following information:
 - i. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape requirements shall be required.
 - ii. Details regarding existing or proposed irrigation proximate to the synthetic turf.
 - iii. Brand and type of synthetic turf, including all manufacturer specifications and warranties.
 - iv. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.
 - v. A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.
 - i. Previously installed synthetic turf. Within one year of the effective date of the ordinance from which this section derived, all owners of property where synthetic turf has previously been installed shall submit proof satisfactory to the town that the property is in compliance with this section. If the town determines such proof of compliance satisfactory, the synthetic turf may continue to remain on the property. Failure to provide satisfactory proof of compliance with this section within one year of the effective date of the ordinance from which this section derived shall constitute a violation of the Code and the property owner shall be required to immediately remove the synthetic turf.

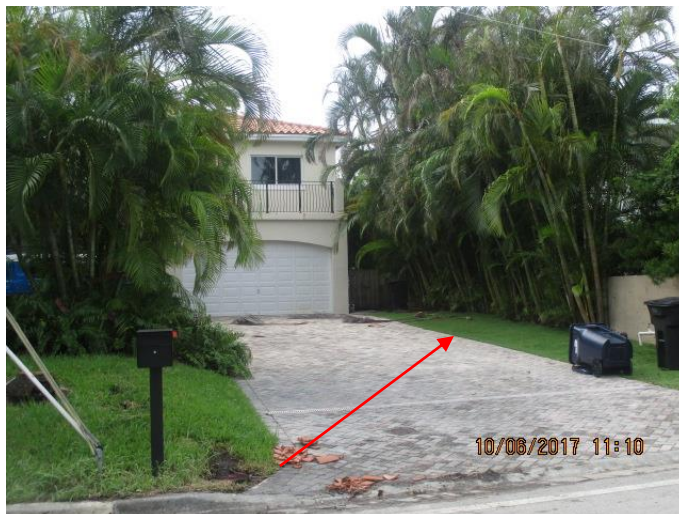
(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11; Ord. No. 18-1680, § 3, 4-10-18; Ord. No. 19-1696, § 2, 6-11-19; Ord. No. 20-1709, § 3, 1-14-20)



CASE NUMBER	CC-000070-2020/ 200144
PROPERTY ADDRESS	500 SURFSIDE BLVD
OFFICER NAME	CARMEN SANTOS-ALBORNA

708 88 St







CASE NUMBER	220137
PROPERTY ADDRESS	8866 ABBOTT AVE
OFFICER NAME	KIMBERLY RUVIN



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CASE NUMBER	220137
PROPERTY ADDRESS	8866 ABBOTT AVE
OFFICER NAME	KIMBERLY RUVIN



CASE NUMBER	181093
PROPERTY ADDRESS	8926 GARLAND AVE
OFFICER NAME	CARMEN SANTOS-ALBORNA



CASE NUMBER	181093
PROPERTY ADDRESS	8926 GARLAND AVE
OFFICER NAME	CARMEN SANTOS-ALBORNA

9064 Byron Ave



PHOTO SHEET



CASE NUMBER	170381
PROPERTY ADDRESS	9216 BYRON AVE
OFFICER NAME	CARMEN SANTOS-ALBORNA

PHOTO SHEET



CASE NUMBER	170381
PROPERTY ADDRESS	9216 BYRON AVE
OFFICER NAME	CARMEN SANTOS-ALBORNA



CASE NUMBER	211797
PROPERTY ADDRESS	9309 BYRON AVE
OFFICER NAME	KIMBERLY RUVIN

CASE NUMBER	211797
PROPERTY ADDRESS	9309 BYRON AVE
OFFICER NAME	KIMBERLY RUVIN

9325 Dickens Ave





CASE NUMBER	190248
PROPERTY ADDRESS	9449 COLLINS AVE
OFFICER NAME	MICHELLE SHAHRYAR