



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

Tuesday, September 12, 2023

7:00 PM

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

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

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

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

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

1. **Opening**
 - 1A. **Call to Order**
 - 1B. **Roll Call of Members**
 - 1C. **Pledge of Allegiance**
 - 1D. **Mayor and Commission Remark** - Mayor Shlomo Danzinger
 - 1E. **Agenda and Order of Business** Additions, deletions and linkages
 - 1F. **Community Notes** - Mayor Shlomo Danzinger
 - 1G. **Citizens Presentation by David Forbes** - Vice Mayor Rose
2. **Quasi-Judicial Hearings**
3. **Consent Agenda**

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

- 3A. **Approval of Minutes** - Sandra N. McCready, MPA, MMC, Town Clerk
[August 2, 2023 Special Town Commission Meeting Minutes.pdf](#)
[August 8, 2023 Regular Town Commission Meeting Minutes.pdf](#)
[August 22, 2023 Special Town Commission Meeting Minutes.pdf](#)
- 3B. **Board and Committee Reports/Minutes** - Sandra N. McCready, Town Clerk
[July 10, 2023 Tourist Board Meeting Minutes.pdf](#)
[June 12, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)
[June 29, 2023 Planning and Zoning Board Meeting Minutes.pdf](#)
- 3C. **Additional Fees for Owner Representation of 96th Street Park Construction** - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ADDITIONAL SERVICES REVISION WITH AN UPDATED SCOPE OF SERVICES AND ADDITIONAL FEES TO 300 ENGINEERING GROUP, LLC PURSUANT TO AN APPROVED PROJECT AGREEMENT FOR CONSTRUCTION MANAGEMENT AND OWNER REPRESENTATION SERVICES FOR 96TH STREET PARK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.
[Resolution Approving Additional Services Revision to 300 Engineering for Construction Management and Owner Rep Services 96th St Park](#)

3D. Town Employee Health Benefits Contract Renewal for FY 2024 - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS RENEWAL CONTRACTS FOR FISCAL YEAR 2023/2024 WITH CIGNA FOR EMPLOYEE HEALTH INSURANCE, DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND AMERIFLEX FOR FLEXIBLE SPENDING ARRANGEMENT (FSA) BENEFIT SERVICES, HEALTH REIMBURSEMENT AGREEMENT (HRA) SERVICES, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH CIGNA, MUTUAL OF OMAHA, AND AMERIFLEX FOR THE RESPECTIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Employee Health Benefit Contracts and Other Insurance Benefits FY 2023 2024](#)

[Attachment A - Benefits and Premium Illustration](#)

3E. Independent External Audit Reengagement - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Engagement of Marcum Auditors](#)

[Attachment A - Surfside Engagment Letter FY 2023 Audit Svcs](#)

3F. Authorization to Expand on Video Surveillance and Recording Camera System for Various Intersections, Including Real-Time License Plate Reader (LPR) System - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT, RECORDING CAMERA SYSTEMS, AND LICENSE PLATE READER (LPR) EQUIPMENT AND RELATED SOFTWARE SUBSCRIPTION LICENSES FOR VARIOUS CRITICAL INTERSECTIONS LOCATED THROUGHOUT THE TOWN FROM STREAMLINE VOICE & DATA INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR EQUIPMENT AND SERVICES RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PURCHASES AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Surveillance Camera and LPR Equipment Purchase from](#)

Streamline

[Composite Exhibit A - Streamline Quote.pdf](#)

[Exhibit B - Agreement with Streamline Voice & Data for Surveillance and LPR Readers](#)

3G.

Authorization to Execute Project Agreement with Kimley-Horn and Associates, Inc. for Project Management of the Town's Utilities Undergrounding Project

- Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PROJECT MANAGEMENT SERVICES RELATED TO THE TOWN'S UTILITIES UNDERGROUNDING PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURES OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Project Agreement with Kimley-Horn for Program Management Services2.pdf](#)

[Attachment A - Kimley Horn Program Management Proposal](#)

[Attachment B - Project Agreement-Program Management - Utilities Undergrounding Project](#)

3H. **Authorization to Execute Project Agreement with Kimley-Horn and Associates, Inc. and Expend Funds for Design and Engineering Services for the Town's Utilities Undergrounding Project** - Hector Gomez, Town Manager

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

[Resolution Approving Project Agreement with Kimley Horn for Design Engineering Services - Utilities Undergrounding Project.pdf](#)

[Attachment A - Kimley Horn Design Services Proposal](#)

[Attachment B - Project Agreement-Design and Engineering for Utilities Undergrounding Project](#)

3I. **FY 2023 Budget Amendment Resolution No. 10** - Hector Gomez, Town Manager
[Resolution Approving Budget Amendment No. 10](#)
[Attachment A - FY2023 Budget Amendment No. 10](#)

3J. **Approval and Acceptance of a State-funded Grant Agreement between the State of Florida Department of Commerce and the Town of Surfside for the Downtown Alleyway Surfside Project** - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE (FDOC) FOR THE DOWNTOWN ALLEYWAY SURFSIDE PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Approving Grant with FDOC for Downtiown Alley Project Exhibit A - Agreement with the FDOC](#)

4. Ordinances

Second Reading

4A1. Average Setbacks in H30A and H30B Zoning Districts - 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 SECTIONs 90-2. – “DEFINITIONS” AND 90-45. -- “SETBACKS” TO MODIFY REGULATIONS PERTAINING TO AVERAGE SETBACKS IN H30A AND H30B DISTRICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending 90-45 H30A H30B Average Setbacks - 2nd Reading](#)

4A2. Smoke Shops as Conditional Use in SD-B40 - 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 90-41, “REGULATED USES”, TO CHANGE THE LIST OF RETAIL AND GENERAL COMMERCIAL USES TO ALLOW SMOKE SHOPS AS A CONDITIONAL USE IN THE SD-B40 ZONING DISTRICT, DIFFERENTIATING SUCH USES FROM CIGARS AND TOBACCO LOUNGES, AND PROVIDING FOR RELATED REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending 90-41 to Allow CU of Smoke Shops in SD-B40 - 2nd Reading](#)

4A3. Harding Avenue Front Yard Paving Allowance - 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 THE FRONT YARD PAVING ALLOWANCE FOR PROPERTIES FRONTING HARDING AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending 90-61 Harding Avenue Front Yard Paving Allowance - 2nd Reading](#)

4A4. Carport Allowances in H30A and H30B - 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 AND RE-TITLING SECTION 90-58, "CARPORT CANOPIES", TO MODIFY THE REGULATIONS FOR CARPORTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Carport Allowances - 2nd Reading](#)

4A5. Recycling Ordinances Changes due to Market Conditions - 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 66-36 "RECYCLING", OF DIVISION 1. – "GENERALLY," OF ARTICLE II. – "COLLECTION AND DISPOSAL", OF CHAPTER 66 – "SOLID WASTE", INCLUDING PROVIDING FOR MANDATORY RECYCLING, PROVIDING FOR RECYCLING RATES AND FEES TO BE ESTABLISHED BY RESOLUTION, AND TO UPDATE AND DEFINE RECYCLABLE MATERIALS TO BE ESTABLISHED BY RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending Sec. 66-36 Recycling Attachment A - Recyclable Items](#)

First Reading

4B1. Business District Setbacks and Lot Standards to Preserve the Integrity of the SD-B40 District - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PRESERVE THE INTEGRITY OF THE SD-B40 DISTRICT BY AMENDING SECTIONS 90-45, "SETBACKS" AND 90-49, "LOT STANDARDS", TO PROVIDE FOR ENHANCED SETBACKS FOR RESIDENTIAL PROJECTS IN THE SD-B40 ZONING DISTRICT, AND A MAXIMUM LOT AREA AND MAXIMUM LOT WIDTH WITHIN THE SD-B40 DISTRICT, AND PROVIDE FOR A SPECIAL EXCEPTION PROCESS TO REDUCE SUCH LIMITATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance To Preserve SD-B40 Neighborhood](#)

4B2. Pension Ordinance Extending DROP Participation for Non-Union Members from 60 to 72 Months to be Consistent with FOP Benefits - 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; AMENDING SECTION 2-193 OF THE TOWN CODE TO EXTEND PARTICIPATION IN THE DROP PLAN FOR CURRENT AND FUTURE GENERAL AND SENIOR MANAGEMENT DROP MEMBERS WHO ARE NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Pension Ordinance - DROP Extension Non-Union.docx](#)

- 4B3. Ordinance Amending Section 90-41 Regulated Uses - Arcades - 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 90-41, "REGULATED USES", TO PERMIT COIN OR CREDIT OPERATED AMUSEMENT DEVICES AND ARCADES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending Section 90-41 Regulated Uses - Arcades](#)

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. Town of Surfside Contribution Towards School Resource Officer for School Year 2023 to 2024 - Hector Gomez, Town Manager**

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

[Reso Approving MOU for Additional School Resource Officer at Ruth K Broad School](#)

[MOU Surfside Bay Harbor Islands Bal Harbour for School Resource Officer Support](#)

- 5B. Resolution Supporting the Town's Florida Department of Environmental Protection (FDEP) 2024-2025 Beaches Funding Assistance Grant Application for the Dune Restoration Project**

- Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING THE TOWN'S FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) 2024-2025 BEACHES FUNDING ASSISTANCE GRANT APPLICATION FOR ADDITIONAL FUNDING RELATED TO THE DUNE RESTORATION PROJECT; CONFIRMING THE TOWN'S ABILITY TO ALLOCATE MATCH FUNDING AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE TOWN'S DUNE RESTORATION PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

[Resolution In Support of Grant Application FDEP Dune Restoration Project](#)

5C. Right-of-Way Alley Maintenance Map - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING DEDICATION BY RIGHT-OF-WAY MAINTENANCE MAP OF A PORTION OF A COMMERCIAL ALLEYWAY BETWEEN N.W. 94TH STREET AND N.W. 96TH STREET BY OPERATION OF LAW IN ACCORDANCE WITH SECTION 95.361, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Maintenance Map](#)

[Attachment A - 200 Block from 96 Street to 94 Street Alleyway Right of Way Map](#)

5D. Censure Resolution - Commissioner Nelly Velasquez

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CENSURE DIRECTED TOWARDS MAYOR SHLOMO DANZINGER; FINDING THAT MAYOR DANZINGER'S BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST REFRAIN FROM SLURS OR COMMENTS DIRECTED AT COLLEAGUES AND/OR TOWN RESIDENTS WHICH SHAME, DEMEAN OR TARGET ONE BASED ON BEING A MEMBER OF A MINORITY GROUP; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Censure - Shlomo Danzinger.pdf](#)

5E. Planning & Zoning Admonishment Resolution - Commissioner Nelly Velasquez

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING ADMONISHMENT DIRECTED TOWARDS THE TOWN OF SURFSIDE PLANNING AND ZONING BOARD; FINDING THAT THE BOARD'S 'DAMAC PROJECT RECOMMENDATION OF APPROVAL OF THE SITE PLAN' THAT PERMITS THE LOCATION OF TRASH FACILITIES NEAR THE CHAMPLAIN MEMORIAL IS INTOLERABLE AND THAT TRASH FACILITIES MUST NOT BE LOCATED NEAR OR NEXT TO THE MEMORIAL; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Admonishing Planning Zoning Board Quasi-Judicial Hearing Recommendation](#)

5F. Solid Waste Services Special Assessment Final Annual Rate Resolution - Hector Gomez, Town Manager,

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

[Surfside July 11 CC - Preliminary Solid Waste Assessment Proof of Advertisement - Solid Waste Assessment.pdf](#)
[Preliminary Rate Resolution For Solid Waste Assessments July 2023](#)
[Rate Resolution for Solid Waste Assessment September 2023](#)

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
[2023-09 September Town Manager's Report.pdf](#)
 - 7B. **Town Attorney's Report**
[Town Attorney's Report](#)
8. **Unfinished Business and New Business**
9. **Mayor, Commission and Staff Communications**
 - 9A. **Outdoor Lighting in Single-Family Residential Zone** - Commissioner Marianne Meischeid
[Outdoor Lighting Proposed Language.docx](#)
 - 9B. **Clarify the Correct Interpretation of Sections 90-45 and 90-48.5(2)** - Commissioner Nelly Velasquez
 - 9C. **Town-Wide Stormwater Improvement Projects Update** - Hector Gomez, Town Manager
[Attachment A - Pumps and Pumps Influence Visual](#)
 - 9D. **Commissioner Residency Affidavit** - Vice Mayor Jeff Rose
[Sworn Statement of Residency.pdf](#)
 - 9E. **Citizens Presentation** - Vice Mayor Jeff Rose
 - 9F. **Configuration of a Zoning District Overlay to Allow Office and Retail Uses on Select H40 Properties** - Vice Mayor Jeff Rose
 - 9G. **Optimizing Non-Critical Permitting Processes** - Shlomo Danzinger, Mayor

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.townofsurfsidefl.gov.

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

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



**Town of Surfside
Special Town Commission Meeting
MINUTES
August 2, 2023
5:00 PM
Commission Chambers**

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:02 p.m.

1.B Roll Call of Members

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

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

Also Present: Town Attorney Lillian Arango, Town Attorney Tony Recio and Town Manager Hector Gomez.

1.C Pledge of Allegiance

Captain Marciante provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

Mayor Danzinger welcomed everyone today and thanked the members of the Charter Review Board. He provided a summary of why they are having this meeting and explained that every 10 years they have to review the charter. He spoke regarding maintaining decorum and having a productive meeting.

2.A Charter Review Board Report Presentation and Discussion

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

Town Manager Gomez introduced the item and provided an overview of this meeting and reviewing the recommendations from the Charter Review Board.

Mayor Danzinger explained why they hold public comments first. Mayor Danzinger left the dais to retrieve his agenda.

Vice Mayor Rose opened the floor to public comments.

The following individuals from the public spoke:

Marta Olchek asked if they can choose some of the amendments or do they have to go with all the amendments and provided examples. She asked if they have to approve all of them or can they choose to approve some. She spoke regarding the salary for elected officials and the fact that went before the residents in the past and did not pass.

Mayor Danzinger returned to the dais. He called the next speaker.

Cynthia Callaway asked if they are looking at every single one and asked what the process is for today's meeting. She spoke regarding the time of the meetings. She stated that other proposed changes have been voted on by the residents in the past and they voted no and wants to know why the questions are being brought back.

Marta Amieva spoke regarding the changes being proposed and having checks and balances. She spoke regarding the amendment about buying and selling land. She is fine with the way the election is being conducted.

Mayor Danzinger reiterated that this is a process that by law they have to do a charter review every 10 years and today they are only deciding what is going to the voters. He stated the way they do it is by putting it out on the ballot and the process is it going to the residents. He wanted for the Town Attorney to clarify that nothing is being decided tonight.

Town Attorney Arango provided the process for tonight's meeting. She stated the process is set out in the Charter and is required to be reviewed every 10 years and it also says that the Commission shall appoint a Charter Review Board and they make recommendations to the Commission and then the Commission after public comment and commission discussion, decides the questions going on the ballot and they have a deadline they have to meet with the Miami Dade County Elections Department.

Commissioner Velasquez asked what they are voting on today will be what is going on the ballot.

Town Attorney Arango explained the process and they decide today what questions they want to go to the voters; the resolution will be brought back at another meeting and explained the entire process again.

George Kousoulas spoke regarding having too many amendments which are 10 and suggested reducing it to 3 or 4. He spoke regarding amendment 8 which is the Town Clerk and believes that one should stay. The second one is item 1 and how the houses are measured. He spoke regarding the meetings of the Charter Review Board not being televised.

Charles Burkett spoke regarding Mr. Jacobson being the Chair of the Charter Review Board and believes that there was no need to have 10 amendments. He spoke regarding the last ballot questions.

Eliana Salzhauer stated that she wanted the meetings to be video recorded and

spoke regarding the past ballot question results.

Gerardo Vildostegui stated that talking for 3 minutes for all items is not enough time. He spoke regarding the extended terms and believes that is not a good idea.

Paul O'Malley stated that the meetings at 5:00 p.m. are too early. He spoke regarding increasing the height of the buildings and asked which residents are demanding having taller buildings. He spoke regarding the extension of terms and the sale and leasing of land.

Laurie Swedroe stated she was on the Charter Review Board and thanked the Commission for allowing her to serve the Town. She stated it was a challenge and respects the Commission, Mayor and Vice Mayor for the time they have put in. She stated that there were ballot questions in the past that she voted no in the past and now she feels differently and believes the Commission should receive health care and compensation. She stated the meetings were open to the community and they did not get much of a turnout and would have liked to have seen more of the community there. She stated there was not a limit to the number of recommendations and to eliminate any of them with the fear of confusing the voters would be a mistake.

Mayor Danzinger thanked Vice Chair Swedroe. He stated that Chair Jacobson was not the only person on the Board. He stated that all of these amendments were voted on by the Board as a whole. He addressed some of the comments made by the public. He stated these were not just thrown on and there was a thought process. He stated that all special meetings have been at 5:00 p.m. and you can see it online. He spoke regarding the comments made by Mr. Burkett. He explained why they are here today and the process of government.

Chava Elgand commented on the amendments and feels it is more of an overhaul of the charter. She stated that selling and leasing of land would make the Town more like a city.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger stated this is what the Town does and the Town is changing and it is up to them to look at the charter every 10 years. He stated that they will be going item by item and they will get a brief introduction, a background and a thought process as well as voting item by item.

Town Attorney Arango went over the text amendment and the first item is Amendment No. 1, Section 4 "General Powers of the Town; Powers not Deemed Exclusive" and provided the proposed change.

Charter Review Board Chair Jacobson provided an overview of Amendment No. 1 (Section 4. General Powers of Town; Powers not Deemed Exclusive-H40 and SD-B40) the recommendations made by the Charter Review Board. He stated they went through this and what issues could be presented in the future.

Commissioner Velasquez asked Mr. Jacobson if he is an architect. She would like to know if this is for existing properties.

A motion was made by Vice Mayor Rose to recess at 5:52 p.m., seconded by Commissioner Velasquez. The motion carried with 5-0 vote.

Meeting reconvened at 6:20 p.m.

Mayor Danzinger asked Town Attorney Arango for clarification as it pertains to point of information and point of interest. He stated that the Commissioner can speak once the speaker is finished and Commissioner Velasquez was not being recognized by the Mayor. He stated the best thing is to wait for the speaker to finish.

Charter Review Board Chair Jacobson continued with the presentation. He stated that they looked for issues to resolve and brought some of them back. He stated for the record that the Charter Review Board Vice Chair Lisa Swedroe is an architect. He stated that the language that was adopted with the first amendment was proposed by George Kousoulas and they made some slight amendments and that is what you have in front of you today.

Charter Review Board Vice Chair Swedroe stated she is an architect and is grateful to be part of the Board as an architect. She spoke regarding what Mr. Kousoulas provided and the guidance he provided and they amended the language with his input.

Mayor Danzinger stated he was curious because Mr. Kousoulas was up here earlier talking about it.

Charter Review Board Vice Chair Swedroe she is also surprised with Mr. Kousoulas' comments.

Charter Review Board Chair Jacobson continued with his summary of the Board's recommendations. He stated that another suggestion brought forward was that there were too many amendments being brought forth. He stated it is very disingenuous to tell people to vote no on everything and what they have done is for it to go before the people and have all the residents vote the way they need to.

Commissioner Landsman provided a general comment and thanked the Charter Review Board that worked many hours providing their recommendations. He went to all the meetings in order to be better prepared tonight. He stated that nothing is being decided tonight and it is still up to the voters to choose. He spoke regarding the first item that relates to climate change and the flooding issues in Town. He spoke regarding the larger homes and spoke regarding FEMA's rules and one does not know when FEMA will change their rules. He spoke regarding the measurement of 30 feet from the crown of the road and at this time he is not in favor of it.

Commissioner Meischeid is also against this item and spoke regarding measuring from the crown of the road and the design flood elevation.

Commissioner Velasquez does not agree with this and believes the houses are at the appropriate size. She spoke regarding the understory which was approved. She stated she does not believe they need to create homes larger than what they are currently.

Vice Mayor Rose spoke regarding that due to the fact they are in a barrier island, there might be language that will require an understory similar to the keys. He stated that until it is required from the State or Flood Plain Manager he is not comfortable with this language.

Mayor Danzinger reiterated how these items come about and this is because of FEMA requirements and explained what could happen if FEMA continues to raise the homes. He stated that this does not have to be reviewed at this time and it is premature at this time.

A motion was made by Vice Mayor Rose to not put Amendment No. 1 (Section 4. General Powers of Town; Powers not Deemed Exclusive-H40 and SD-B40) on the ballot, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Town Attorney Arango provided a overview on Amendment No. 2 (Section 4. General Powers of Town; Powers Not Deemed Exclusive-Sale and Lease of Town Property) which is the first paragraph of that section. She explained the stricken language and restriction.

Mayor Danzinger asked Charter Review Board Chair Jacobson why this item was brought back to be revisited when in the last elections this was a contentious item that involved the P3 project which was proposed and has been brought back.

Charter Review Board Chair Jacobson provided an overview of that item and stated this was brought to the Board by Mr. George Kousoulas and Vice Chair Swedroe will help lead them through this.

Charter Review Board Vice Chair Swedroe stated this was a difficult one but it was given to them and that the language be revised by Mr. Kousoulas and asked for the Town Attorney to read the language proposed.

Mayor Danzinger asked why is Mr. Kousoulas editing our Code when he is not an attorney nor a board member.

Charter Review Board Vice Chair Swedroe stated Mr. Kousoulas was giving them his input and guidance. She stated it was a difficult amendment to go through.

Mayor Danzinger stated this is basically allowing the Town to lease or sell Town property and this is something they all voted on last election.

Charter Review Board Vice Chair Swedroe stated correct and that is what made it most difficult. She stated that some of these items have been voted on and to bring them back to discuss.

Commissioner Velasquez stated that she is being very vague and wants to know what was the cause that brought this to the commission to be voted on.

Charter Review Board Vice Chair Swedroe stated many of the Charter Review Board members wanted to discuss the benefits of the private and public partnerships since

we are all residents of the Town.

Charter Review Board Chair Jacobson stated that one of the parts that came up was that it required 60% vote when it only was voted on but 50% of the people came out to vote. He provided an explanation which was that to remove the 50% requirement you had to remove that section.

Commissioner Landsman stated they all lived the nightmare several years ago. He stated his frustration about former commission making changes to the charter which hand strains future commission and provided examples. He does not think that is good policy and this is one of those things and agrees not to change this. He also stated if they do get a good private public partnership then it should go to the voters.

Commissioner Meisheid has a different take on this. She does not believe it was presented right and not much education on it was provided. She does believe these types of public private partnerships would be a great way to have projects done when the Town does not have the funding for them. She would say yes with a revision that it would have to be unanimously approved by the 5 commissioners.

Commissioner Velasquez stated there is a reason why this was put on the ballot and it was to protect the Town's valuable land.

Vice Mayor Rose stated he will be against this one as they already voted on it in November 2022. He does think when it was passed that it should have been with the 60% threshold.

Mayor Danzinger responded to the reason why the P3 came about a few years ago and it was due to a proposal. He stated that there is nothing wrong with a proposal. He addressed the comments made by Commissioner Velasquez as it pertains to the Town Hall building. He stated that they have tried to bring inhouse different services like beach raking but aren't able to because there is no space to store the equipment. He stated they are limited with growth and the residents need to understand they are restricted in bringing some services inhouse due to that. He also stated that if there are developers that want to come and propose a project, there is nothing wrong with going to the residents. He stated that is how it should be unless Mr. Kousoulas felt that this should have been brought back.

Mr. Kousoulas got up and disrupted the meeting and stated that he was being slandered.

Mayor Danzinger asked the Town Clerk to read the minutes into the record that pertains to the item in question with Mr. Kousoulas' recommendations.

Town Clerk McCreedy stated the minutes were distributed prior to the meeting to each Commission member on the dais. She read the section of the minutes and stated that was provided with the agenda and it was stated that the minutes and agendas were being distributed for today's meeting.

Mr. Kousoulas walked out of the chambers, slamming the door to the wall and damaging the wall.

Town Clerk McCready read the section of the minutes as it pertains to Mr. Kousoulas and stated anyone can request the audio of that meeting.

Mayor Danzinger stated that is a point he wanted to clarify and addressed the misinformation on NextDoor and thanked the board members.

A motion was made by Commissioner Landsman to not put Amendment No. 2 (Section 4. General Powers of Town; Powers Not Deemed Exclusive-Sale and Lease of Town Property) on the ballot, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Mayor Danzinger provided a summary of Amendment No. 3 (Salary) and asked if the Commission would like to separate salary from healthcare. He requested a motion to not include this in the charter amendment.

A motion was made by Vice Mayor Rose to not put Amendment No. 3 (Salary) on the ballot, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger introduced the next item Amendment No.4 (Section 5-Number; Selection; Term and 8-Presiding Officers).

Charter Review Board Chair Jacobson provided an overview of the item. He stated they looked at all the areas around and everyone is on 4 year terms and staggered. He stated this will create stability in staff and for the Town. He stated they took a lot of time on this item. He provided an explanation of how it would work.

Mayor Danzinger stated he does not recall the staggered term coming up at the last referendum and believes it came up in 2018. He stated the item that is up here is one of the more important items and it is stability. He provided his input and it takes time to have projects up and running. He continued asking Commissioner Velasquez to stop interrupting and he stated she does it purposely to disrupt the meeting. He continued with his view on this item and the stability the Town requires.

Commissioner Landsman made his suggestion to this Amendment No. 4 (Section 5-Number; Selection; Term and 8-Presiding Officers) and stated this item is something that needs to be given consideration with adjustments or changes. He spoke regarding every 2 years having a new commission and the challenge is continuity and stability. He would like to amend it to possibly giving the mayor 4 years, as it pertains to the commission members go with a staggered approach of 4 year terms; 2 top vote getters get the 4 year terms and the bottom 2 vote getters get the 2 year terms and in 2 years there is reelection for those 2 bottom vote getter to possibly get 4 year terms or get new people. He stated for the Mayor's seat have two options, give the mayor 2 years if not and you decide to go with 4 years and if there are more than 2 candidates for the mayoral seat, and there is no plurality in the first election, you go to a run off for the top two vote getters.

Commissioner Meisheid would vote no on this and believes 4 years is too long for a small town.

Commissioner Velasquez would vote no on this and to use our staff as a tool to make an argument that this needs to be 4 years is not accurate because our staff has been working under these conditions for a long time. She stated if you have a commission you don't like you can vote them out at the end of 2 years.

Vice Mayor Rose stated this is one he would like to see go to the voters. He spoke regarding the stability of projects is very important and not to say no to everything. He stated it is very important to have a commission with experience that want projects moved forward. He would like to see it the way it is written where the mayor and the top 2 vote getters gets 4 year terms, and the other bottom 2 vote getters get 2 year terms and staggered terms. He does not believe it should be only the top 2 vote getters. He spoke regarding the turnout when there are more candidates.

Mayor Danzinger stated this is one of the most important items being discussed and it was more than 10 years ago that this was brought up. He stated he believes many people do not understand what staggered is. He spoke regarding the projects and safety programs that will take years and what happens in 2 years you do not have time to push these projects and longer term vision for this Town. He spoke regarding runoff elections and provided some numbers and presented it on the screen.

Commissioner Landsman spoke regarding the voter turnout and runoff elections and will support it if it has the runoff included.

Commissioner Velasquez asked if they are proposing this for the 2 years or the 4 years for the rest of the commission and if the mayor will be 4 years.

Commissioner Landsman clarified his motion and the commission members will be as requested in this change.

Vice Mayor Rose asked if the Mayor is 2 years or 4 years in his proposal.

Commissioner Landsman stated if the runoff is allowed, the mayor would be 4 year terms.

Commissioner Velasquez addressed the comments made regarding the mayor having a runoff election.

Town Attorney Arango had a clarification with the comment made regarding plurality and if it is 50% plus 1 then that would be majority.

Commissioner Landsman stated correct.

Vice Mayor Rose asked when will the runoff be and can you do absentee ballots and will you end up without a mayor during the runoff.

Mayor Danzinger stated that there are ramifications for the runoffs as it pertains to ballots and other requirements.

Commissioner Landsman asked if they have the ability to articulate if it comes back as a question on the ballot, to place those items so the residents understand.

Mayor Danzinger stated that we have to understand the dates for the runoff and within what timeframe and what will happen to the Commission without a mayor or you would also have the possibility of having someone that was voted out sitting on the commission.

Commissioner Landsman stated he is not an election expert and asked for the Town Attorney to do the research as it pertains to the timeframe.

Town Attorney Arango spoke regarding the section in the code that pertains to a runoff and what needs to be proposed and amended. She stated the runoff election is viable, they just have to properly address it in the charter especially in Section 105. She stated that the absentee ballots is State regulated and should not be touched.

Town Clerk McCready stated that the charter already has a runoff section and provided them with a time frame of the runoff election.

A motion was made by Commissioner Landsman to include this Amendment No.4 (Section 5-Number; Selection; Term and Section 8-Presiding Officers) in the upcoming November election ballot with the amendment for the mayor's position that in the event there are more than 2 candidates that if one candidate does not get majority, which is 50% plus 1, to hold a runoff election with the two top vote getters, seconded by Vice Mayor Rose. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Meischeid voting in opposition.

Charter Review Board Chair Jacobson provided a history of the item Amendment No. 5 (Section 6. Qualifications and Section 15. Vacancies on Commission-When Deemed to Exist) and the Board's recommendations and that they need a process for the Commission to have an equitable and fair process.

Mayor Danzinger asked the Town Attorney's what constitutes a primary residency and provided examples if an elected official leases an apartment in Town but spends their time in their other residence in Cocoa Beach and their children do not go to school in town, does that constitute primary residency. He stated the clear answer is no. He stated that Florida Statutes constitutes what a permanent primary residence is and there have been recently elected officials arrested. He stated what is unclear is the second portion.

Town Attorney Arango stated that case law states a combination which is your intention of where you intend to live and facts proving you live where you state you live. They will take into account different factors like what address is stated in your driver's license, where your children go to school and other factors.

Vice Mayor Rose asked the Town Attorney if there is a way somebody could be required to sign a sworn affidavit because right now they are not having to sign a sworn affidavit. He stated that because if they do sign a sworn affidavit and they do not live here, then they are committing perjury and can be charged for that crime.

Town Attorney Arango stated the language proposed in Section 6 of the Charter actually requires a commissioner to be a resident at the time of qualification, at the

time of the election as well as maintain residency throughout their term. So currently there is language in Section 6 and possibly his suggestion could be added to that section where the elected official would have to provide a sworn statement to the Clerk.

Town Clerk McCready stated each candidate at the time of running does sign a sworn statement of residency.

Mayor Danzinger stated they do at the time of qualification but there is no mechanism in place currently that if they move and disappear that will hold them accountable to the residents and town and the legal process. He stated if they complete a form and lie they will be held liable. He stated that not naming any names you have some that do not live in town with their families and do not live in town any longer and are still holding the rank and title of commissioner.

Vice Mayor Rose fully supports it and to add the language to require them to sign an sworn affidavit and be held responsible if they lie. He stated it is one thing to say that you live here and another thing is saying you live here when you really do not.

Town Clerk McCready asked for clarification how often do they sign the affidavit, if they sign it every year, every 6 months or how often.

Vice Mayor Rose stated that if during the process they move they need to sign it.

Mayor Danzinger stated that this is to add a process of having an affidavit attesting that the commissioner has a primary residence as per State Statute.

Mayor Danzinger does not believe it to be controversial to have the elected officials to follow the charter and State Statute that you have your permanent residency in town. This is important for those elected officials that are voting on budget and other items.

Commissioner Velasquez stated this is directed to her because she did sell her home for a nice price and is renting in Surfside. She further stated that unless you are living with her you should not make a statement. She further stated that this is being done because she does not vote in support of the Mayor and Vice Mayor's items. She stated that she made a commitment to the town to complete her term and believes this is discrimination, disgraceful and tasteless.

Mayor Danzinger stated anyone can sell their home and rent in Town as long as it is their permanent residency. He stated that he finds it difficult that a family of 6 is living in a one bedroom apartment and the children do not go to school in town.

Commissioner Velasquez stated that then she cannot send her kids off to boarding school? That does not make her not a resident. She stated that she has a one year lease and she will provide a copy to anyone that is interested in seeing it.

Mayor Danzinger stated that the question here is to enforce the charter.

Commissioner Meischeid stated she would vote no to this item and is not necessary

at this time.

Commissioner Landsman stated this issue came to the forefront because they need to have a process to make sure that the commission lives primarily in Surfside. He believes this might not be as big of a thing as it is being made to be.

Mayor Danzinger stated he does not agree that it is not a big deal because it is very important to have a mechanism in place. He stated the requirement is there but not the mechanism.

After a lengthy debate among the commission regarding the mechanism and requirement, the following motion was made.

A motion was made by Vice Mayor Rose to put Amendment No. 5 (Section 6. Qualifications and Section 15. Vacancies on Commission-When Deemed to Exist) on the ballot with a change to add a requirement for a sworn affidavit by the commissioner being questioned as part of the process, seconded by Commissioner Landsman. The motion carried with a 3-2 vote with Commissioner Meischeid and Commissioner Velasquez voting in opposition.

Charter Review Board Chair Jacobson provided an overview of the item Amendment No. 6 (Section 19. Induction of Commission into Office; Meetings of Commission) and stated that at the current time the time of the meetings are not being adhered to regardless, therefore he suggested to vote to not add this on the ballot.

Vice Mayor Rose stated we continue to violate this section.

A motion was made by Vice Mayor Rose to not put Amendment No. 6 (Section 19. Induction of Commission into Office; Meetings of Commission) on the ballot, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Charter Review Board Chair Jacobson gave an overview of Amendment No. 7 (Section 29. Eligibility of the Employee and Section 40.1. Nepotism) and samples of nepotism and the fact ours is outdated and should be replaced with the State Statute.

Mayor Danzinger stated one of the concerns from the residents is pertaining to the elected officials and provided examples.

Charter Review Board Chair Jacobson stated that they did address that and stated that no commission, mayor or manager can ever hire anyone to work for the Town.

Mayor Danzinger asked for clarification.

Charter Review Board Chair Jacobson provided clarification and said that you cannot have anyone under your chain of command to a second degree relative which is consistent with the State Statute.

Town Attorney Arango provided what the State Statute states in that section.

Commissioner Velasquez asked if the town's charter is more restrictive than the

State Statute.

Town Attorney Arango stated that the town's charter is more restrictive.

Charter Review Board Chair Jacobson commented on some commissioners that were present at the board meetings are now voting against topics they were in favor of when they were present at the board meetings.

A motion was made by Commissioner Landsman for purposes of discussion, seconded by Commissioner Meisheid.

Commissioner Landsman clarified what Charter Review Board Chair Jacobson stated and that he attended those board meetings as a resident and not provided any input.

Charter Review Board Chair Jacobson stated he is correcting his statement and that Commissioner Landsman was not sitting at the table at those meetings and he apologizes but Commissioner Landsman is not the one he was speaking about.

Commissioner Meisheid stated she was acting only as a liaison and she was not allowed to be part of the discussion at the board meetings.

Commissioner Landsman stated that the Mayor is not trying to have his daughter work for the town. He stated that the sample the board gave was a sanitation worker that was unable to work in the town until his grandfather retired. He stated nobody is trying to profit from this but it gives the ability to have more people be able to work for the town as long as they are not working under the supervision of their family member.

Vice Mayor Rose asked what is the normal hierarchy working order, what they have or what they are proposing.

Commissioner Landsman stated that most corporate companies will restrict the same way as the State of Florida. He stated as long as the family member works for a different department or supervisor it would work.

Commissioner Velasquez stated you are giving the town official the ability to employ a family member. She feels this item should stay the way it is.

A motion was made by Vice Mayor Rose to add this Amendment No. 7 (Section 29. Eligibility of the Employee and Section 40.1. Nepotism) on the ballot, seconded by Commissioner Landsman. The motion failed with a 1-4 vote with Mayor Danzinger, Vice Mayor Rose, Commissioner Velasquez and Commissioner Meisheid voting in opposition.

Charter Review Board Chair Jacobson provided a summary of the this section Amendment No. 8 (Section 31.1. Personnel Appeals Board). He stated that the Town Clerk is not a Charter member and therefore she has no right to appeal if she is terminated. This is to correct this to make the Town Clerk like everyone else and has the right of appeal. He stated you also removed the town prosecutor and town

judge since they do not have one.

Commissioner Velasquez asked why they would put the town clerk in there.

Mayor Danzinger stated the background is pretty easy.

Commissioner Velasquez asked why they would have the town clerk in there if she is not a charter officer.

Mayor Danzinger stated the charter is very old and there are other positions that are not relevant and do not exist anymore and that is why they need to make the change.

A motion was made by Vice Mayor Rose to add this Amendment No. 8 (Section 31.1. Personnel Appeals Board) on the ballot, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Charter Review Board Jacobson provided a summary of Amendment No. 9 (Section 93. Limitations on Indebtedness) and stated this is something recommended by Town Staff. He stated that they would only strike to allow the revenue bond which is a self sustaining thing and explained what that would mean.

Mayor Danzinger stated this is something the commission should take some time to think about and it came from staff. He provided examples of what could happen if we have something like a water main break and have no mechanism to pay to fix a project like that. He stated that the previous commission tied the hands of the town with what they passed. He mentioned the importance of emergency bonds.

Town Manager Gomez provided further explanation of what this entails. He provided examples of a 70 year old water main that would need replacement and you only have a certain amount of revenue and you would need a bond. You do not want water quality to become a liability. He stated if you take it to a referendum vote and comes back as a no vote then you have a liability with the water quality because you would not have the funding to make the repairs. He explained what happened with the City of Fort Lauderdale. He stated that they do have a force main that goes into Miami Beach and stated if that pipe breaks they have a responsibility to repair that and how would they pay to have a long term repair. He stated currently you have to go to a referendum and if it does not pass then you have a problem. He stated that the town has an obligation as a service provider to an enterprise fund, then the town is limited in operation.

Commissioner Meischeid asked how much would a water main break cost.

Town Manager Gomez stated to fix a force main all the way to Miami Beach it would cost over \$8 million. He stated that a short term repair might not cost that much but you are still looking at \$8 million plus in today's market.

Commissioner Velasquez asked Town Manager Gomez that he is saying that they need to replace the force main break.

Mayor Danzinger stated he is giving an example.

Town Manager Gomez provided two examples, that is all it was just examples.

Mayor Danzinger stated that what the previous commission did was tie the hands of the town and there needs to be certain exemptions in the event of an emergency to take care of the emergency.

Commissioner Velasquez stated that the bond has to be more than 15% of the town's revenue and if you are saying a repair costs less than changing the whole thing than it is not an emergency.

Town Manager Gomez addressed the questions by the Commission and what he can go out without a referendum is only \$1.5 million and that is not enough.

Vice Mayor Rose stated that the previous Finance Director stated that he used the water main break as an example and you do not have time to go to a referendum to repair something like that and this is one of the most important amendments to fix.

Commissioner Meischeid would like to add a \$10 million cap, which would be big enough to fix it but not to put the town into debt.

Commissioner Landsman asked regarding reserves and if that could be used.

Town Manager Gomez stated that they did address the fund balance and they could not use that as a mechanism because it covers other levels of operation but you do not have the full amount to fund a project like that.

Commissioner Landsman asked if any indebtedness still has to go before the commission.

Town Attorney Arango stated yes and explained the process and stated all indebtedness is prohibited and restrictive and is applicable to all and explained how that would work.

Further discussion took place among the Commission on how to properly word this to go before the residents in order for the community to approve this and understand it.

A motion was made by Vice Mayor Rose to put Amendment No. 9 (Section 93. Limitations on Indebtedness-Revenue Bonds) on the ballot and add the language "a \$10 million cap and for the use of emergency and/or infrastructure", seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Charter Review Board Chair Jacobson provided a summary of Amendment No. 10 and stated they had all these items to discuss and many sections were superseded by Florida Statutes and you can no longer do anything with those sections. He stated that most of the charter has been superseded. He stated this is the section that took the attorney's the longest.

Mayor Danzinger asked if they move forward with this will it change any of the current laws.

Charter Review Board Chair Jacobson stated it does not.

A motion was made by Commissioner Meisheid for purposes of discussion, seconded by Commissioner Landsman.

Commissioner Landsman asked by taking this language out that doesn't apply anymore and the State of Florida changes its laws what would happen with an item that was legislative by the State of Florida. He asked if that happens does that mean that they have no code to rely on?

Town Attorney Arango stated that if Florida law changes and it is applicable to the powers of a municipality then the Florida law would govern. She also provided some of the issues that are being encountered and read the law to the commission and provided an explanation.

Further discussion took place among the Commission regarding what would happen if the State of Florida changes the laws, how it would pertain to the charter, preemption, the superseded sections and regulation.

A motion was made by Vice Mayor Rose to not put Amendment No. 10 as a whole on the ballot, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Mayor Danzinger voting in opposition.

Town Clerk McCready mentioned to the Commission that they will need to have a special commission meeting because of the deadline date they have to send their questions to the Miami Dade County Elections Department and she will send out a doodle calendar to get their availability.

[Charter Review Board Final Report.docx](#)

[Exhibit A Charter Review Board Proposed Text Amendments.DOCX](#)

3. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 8:47 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Accepted this ____ day of _____, 2023.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MMC, MPA
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
August 8, 2023
6:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1A. Call to Order

Mayor Danzinger called the meeting to order at 6:08 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, Town Attorney Tony Recio and Town Manager Hector Gomez.

1C. Pledge of Allegiance

Kasriel Gewirtz provided the pledge of allegiance.

1D. Mayor and Commission Remark - Mayor Shlomo Danzinger

Mayor Danzinger recognized State Representative Fabian Basabe welcomed everyone here and those watching at home. He addressed an incident that occurred in the last meeting, and he deeply regrets losing his composure and his words were never intended to hurt anyone or any specific group or nationality. He stated there are a lot of excited items and is looking forward to a very productive meeting.

Vice Mayor Rose thanked everyone here and those that attend all our events. He state he is also looking forward to a great meeting.

Commissioner Landsman welcomed all in the chambers and watching at home. He addressed the past meetings being tumultuous and democracy is the best form of government and is looking forward to a productive meeting tonight.

Commissioner Meisheid commented on an important issue which is the memorial

on 88th street and the resolution from the past commission which approved that memorial. She stated they need to work together with the community and developer and thanked Mayor Danzinger for his comments and for apologizing to Commissioner Velasquez.

Commissioner Velasquez thanked everyone and spoke regarding the memorial and what took place with the past commission. She stated that the Mayor made a comment to everyone but did not apologize directly to her but appreciates that he is accepting the fact that he made a mistake. She stated the comment was very hurtful and demeaning and hopes it will never happen again. She hopes they have a good meeting tonight.

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

Mayor Danzinger would like to move item 5A (Resolution Approving a Donation to the Holocaust Heroes Worldwide Organization from the Legislative "Grants/Aids" Fund Account) to be heard after item 3 (Consent Agenda).

A motion was made by Vice Mayor Rose to move item 5A (Resolution Approving a Donation to the Holocaust Heroes Worldwide Organization from the Legislative "Grants/Aids" Fund Account) to be heard before item 3 (Consent Agenda), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to walk on an item as the new item 5B (Censorship of Mayor Danzinger) to be heard after item 5A, seconded by Commissioner Meisheid. The motion failed with a 2-3 vote with Commissioner Landsman, Vice Mayor Rose and Mayor Danzinger voting in opposition.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger provided an overview of the events that took place in Town. He also spoke regarding the opening of the new gymnasium.

Mayor Danzinger recognized the Town employees who celebrated an anniversary and acknowledged the Surfside employees.

1G. Presentation of the FY 2022 Annual Comprehensive Financial Report (*Verbal*)

- Hector Gomez, Town Manager

Town Manager Gomez introduced the item and this is required per charter.

Brandon Lopez, Marcum and Marcum, external auditors went over the external audit report.

1H. Honorary Mayor Award - Shlomo Danzinger, Mayor

To recognize the actions and compassion of one of our young residents by bestowing on him the prestigious title of Honorary Mayor.

Mayor Danzinger introduced the item and provided an analysis and background of Kasriel Gewirtz.

State Representative Fabian Basabe administered the oath to Kasriel Gewirtz as the Honorary Mayor for the Town of Surfside.

State Representative Basabe stated he was moved by the actions of Kasriel Gewirtz and recognized him with a proclamation from the State of Florida.

[Photo](#)

11. Citizens Presentation by Charles W. Burkett - Sponsored by Commissioner Velasquez - Commissioner Nelly Velasquez

Commissioner Velasquez introduced the item and requested for former mayor Charles Burkett to give his citizen's presentation.

Mr. Burkett stated he had submitted copies of the language of the rules and code and clips of the meeting and was told he would not be able to show it because he did not meet the deadline to submit the presentation. He encouraged anyone that would like to see it they could go to the the Town's website.

Commissioner Velasquez stated that she did receive it in time but it was her fault that she forgot to send it to Jose Feliz.

Mayor Danzinger stated that the rules are based on an ordinance that the Town has in place and if they want to not follow that rule they must bring it back as a ordinance and that ordinance will require two readings to bypass the rule.

Charles Burkett provided his verbal presentation as to when he was removed from the chambers and the mayor not allowing a speaker to continue speaking. He stated his presentation pertains to the rules for those that wish to speak and the mayor not allowing the speakers to continue speaking. He continued with his verbal presentation.

Mayor Danzinger opened the floor for public comments.

The following individuals from the public spoke:

George Kousoulas addressed the incident on July 25 with Mr. Burkett.

Eliana Salzhauer spoke regarding how this commission responds to certain individuals and spoke in favor of Mr. Burkett.

Gerardo Vildostegui spoke regarding the mayor using the decorum rules to silence the public.

Victoria Saife spoke in support of Commissioner Velasquez and was deeply insulted by the mayor's comments.

Debbie Cimadevilla thanked Mr. Burkett for his presentation and believes all should be respectful to each other.

Mandyf Davedpour stated that when ex-mayor Burkett and former Commissioner Salzhauer were up there all they did was attack. She stated that the Town and she is tired of the attacks. She is begging them to stop picking on everyone. She stated that former mayor Burkett is very rude and demeaning to everyone. She stated that Commissioner Velasquez doesn't even live here.

Ben Jacobson spoke regarding what the previous commission was, and it was embarrassing and a disgrace. He stated that during that commission the town did not work well, and this mayor is trying to keep decorum. He stated that there is only one commissioner that continues to disrupt the meeting. He stated that they cannot allow the decorum to break, and their goal is to break down this commission.

Daniel Siegel expressed his gratitude for being here. He stated the only reason he is here tonight is to show support to young Kasriel Gewirtz. He stated a lot of people's feelings are hurt and we all have one thing in common which is living in Surfside and asked for everyone to set aside their feelings and get along.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman thanked everyone that contributed and the public's words were heard.

Commissioner Meisheid thanked everyone for coming. She spoke regarding topic the of Section 7.05. She asked the Town Attorney if she had a comment on that section.

Town Attorney Arango stated she does not have a comment on Section 7.05 but she can read it into the record but does not hear a question being asked by the Commissioner.

Town Attorney Arango read Section 7.05 as per Commissioner Meisheid's request.

Mayor Danzinger stated the decorum statement sections are all printed as the first paragraph on the first page of the every agenda.

Commissioner Meisheid asked if according to Section 7.05 three commissioners could overrule the mayor's decision.

Town Attorney Arango stated yes, but the rule that was cited was Section 7.04 and that was the rule that was violated.

Commissioner Velasquez addressed the comments made by the public and supports Commissioner Meisheid and spoke about what took place on July 25th. She continued speaking regarding the point of inquiry and the dates of when she made that request. She stated that anything she says, she is always stopped.

Vice Mayor Rose stated that former mayor Burkett lied in his presentation and pointed out each of his lies. He read his prepared statement and reminded everyone that during the last commission while the commission was via zoom, he was the one muting the speakers that he did not want to hear about. He stated that for most people it is not an issue except for those that do not want to comply with the rules. He stated other municipalities and governing bodies have the same rules. He stated that one commissioner is constantly interrupting, and the comment made was out of frustration.

Mayor Danzinger addressed the comments made and what they are witnessing here

today is nothing short of doing this for meticulous political reasons. He read his prepared statement. He provided a powerpoint presentation with the Town Charter and rules. He stated he continues to repeat that at every meeting and people still do not want to follow the rules.

[Residents Speech Rights & Powers of the Town Commission related to speakers.docx](#)

2. Quasi-Judicial Hearings

3. Consent Agenda

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

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

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

Approved on consent.

[July 11, 2023 Special Town Commission Meeting Minutes.pdf](#)

[July 11, 2023 Regular Town Commission Meeting Minutes.pdf](#)

[July 25, 2023 Special Town Commission Meeting Minutes.pdf](#)

3B. Board and Committee Reports/Minutes - Sandra N. McCreedy, MPA, MMC, Town Clerk

Approved on consent.

[June 5, 2023 Tourist Board Meeting Minutes](#)

[June 30, 2023 Police Pension 185 Meeting Minutes](#)

3C. Authorizing the Town Manager to Execute the Interlocal Agreement with Miami-Dade County in Order to Reestablish the Distribution Formula Currently Being Used to Distribute Local Option Fuel Tax Proceeds between the County and Town of Surfside for the 30-year Period Including January 1, 2024, through December 31, 2053 - Hector Gomez, Town Manager

Town administration recommends approval of this resolution.

Approved on consent.

[Resolution Approving ILA For Six-Cent Gas Tax](#)

[MDC Resolution Approving Amended and Restated ILA - Local Gas Tax](#)

[Exhibit A - Proposed Interlocal Agreement](#)

3D. Commercial Recycling Material Lists & Commercial Recycling Rate Adjustment - Hector Gomez, Town Manager

Town Administration recommends adopting proposed rates and materials list related to recycling.

Approved on consent.

[Attachment A - 2023 Solid Waste Rate Study](#)

[Resolution Adopting Commercial Recycling Rates FY 2024 to 2028 and Recyclable Materials List](#)

[Exhibit A - Proposed Recycling Rates Table](#)

[Exhibit B - Recyclable Materials List](#)

3E. Authorization to Purchase a Stormwater Pump from Xylem Water Solutions USA Inc. - Hector Gomez, Town Manager

Town administration is seeking Town Commission approval for a purchase of a stormwater pump with the purchase being made through Xylem Water Solutions USA Inc. in the amount of \$160,400.00 plus an additional \$10,000 contingency for delivery, crane, and installation.

Approved on consent.

[Resolution Approving Purchase of Stormwater Pump from Xylem](#)

[Exhibit A - "Xylem Water Solutions Pump Quote"](#)

Second Reading

4A1 Pension Ordinance Implementing 2022-2025 Collective Bargaining Agreement with Fraternal Order of Police (FOP) State Lodge 135 - Hector Gomez, Town Manager

Town administration is recommending approving pension ordinance changes for second reading as a result of 2022-2025 Collective Bargaining Agreement with Fraternal Order of Police (FOP) State Lodge 135.

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

Town Manager Gomez provided an overview of the ordinance.

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.

First Reading

4B1. Smoke Shops as Conditional Use in SD-B40 - Hector Gomez, Town Manager

Town Administration recommends approval of the ordinance to grant the Town Commission the ability to review proposed "Smoke Shops" for compatibility with Town character as a conditional use in the SD-B40 district.

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

Town Manager Gomez provided an overview of the ordinance.

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

Mayor Danzinger opened the floor to public comments.

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

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman introduced the item and stated that this is an effort for this commission to regulate any future vape shops.

Commissioner Meischeid is fine since they added the conditional use.

Commissioner Velasquez supports this and does not think that type of business is what they want in the town and limiting it to one and if that one goes out of business there should not be any more vape shops. She said right not marijuana is for medicinal purposes and at one point it will become recreational, and she would like to add that no marijuana products will be allowed to be sold in any vape shop in town.

Vice Mayor Rose thanked Commissioner Landsman for bringing this forward.

Mayor Danzinger thanked Commissioner Landsman for bringing this forward. He does believe in free market economy but if this is something that does not belong in Town then the market will decide. He believes that everyone is in agreement to not have these types of stores in Town. He addressed the marijuana statement, and everything here is up for commission approval and asked if marijuana falls under tobacco.

Town Attorney Recio addressed the comments made and stated what section it would fall under.

Mayor Danzinger went over the broad terminology in some areas of the ordinance.

He said Section C is more in line with what they discussed and a bit more focused on the character of the Town. He would keep Section C and modify it to focus on the character of the town to maintain the small town feel.

Commissioner Landsman addressed the comments made by the commission.

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

A motion was made by Commissioner Landsman to approve the ordinance on first reading as amended to include in line 82 to prevent any marijuana or marijuana derivative or substance allowed, as well as leaving the zoning in progress as stated in the ordinance, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Ordinance Amending 90-41 to Allow Smoke Shop in CU in SD-B40](#)

4B2. Harding Avenue Front Yard Paving Allowance - Hector Gomez, Town Manager

Town Administration recommends consideration of this ordinance to allow Harding Avenue homeowners in H30B district additional parking to encourage the beautification of their front yards.

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

Town Manager Gomez provided an overview of the ordinance.

Mayor Danzinger asked where the initiative came from.

Town Manager Gomez stated they received certain applications and people are investing in their properties but not their driveways.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer stated that it is hard to know who is bringing this item and everything is coming from the Town Manager and go back to the original format showing who is proposing the item and why. She spoke regarding the conversion and if it is retroactive.

Charles Burkett spoke against the item.

Gerardo Vildostegui spoke against the item.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger explained that the agenda is the Town Manager's agenda, and in all ordinances, it will have the Town Manager's name on it.

Town Planner Frankel explained the item in detail. She stated that this was brought up due to some situations that were brought up to her attention that exceed the 50%.

Commissioner Velasquez supports this item and people do have problems parking on Harding Avenue. She would like to suggest is that there be a buffer between the

two lots like a hedge, that way you beautify the lot.

Town Planner Frankel addressed the comments made by the Commission.

Mayor Danzinger spoke regarding the hedges and the visibility on Harding Avenue.

Commissioner Velasquez addressed the comments made and asked Town Attorney Recio to explain.

Town Attorney Recio stated that the visibility triangle has to be adhered to.

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

Commissioner Landsman spoke regarding the parking issue and pedestrian safety. He explained this allows for families that have 100% concrete, they can update and enhance their property and go from 100% to 70% and the pervious area does not change.

Commissioner Meischeid agrees with the hedge buffer.

Vice Mayor Rose supports this and would also like to see it in H30B and H30C as well.

Mayor Danzinger agrees to add it to the H30B and H30C.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading and to add the same requirements to H30B and H30C only on Harding Avenue, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Ordinance Amending 90-61 Harding Avenue Front Yard Paving Allowance](#)

4B3. Carport Allowances in H30A and H30B - Hector Gomez, Town Manager

Town Administration recommends the consideration of this ordinance to allow additional material types for carport canopies. It is recommended that the Town Planner have the ability to refer any design review of a carport to the Planning & Zoning Board for final review and approval in the case of uncertain compatibility.

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

Town Manager Gomez provided an overview of the ordinance.

Town Planner Frankel introduced the item.

Building Official McGuinness provided his recommendations on the item.

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

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:
Eliana Salzhauer spoke against the item.
George Kousoulas stated they need to fix a portion of the code.

Mayor Danzinger closed the floor to public comments.

Commissioner Velasquez agrees with the speaker and her concern is with the wood and be more specific.

Town Planner Frankel addressed the comments made.

Commissioner Landsman stated that he trusts his Town Planner and addressed the comments made.

Commissioner Meischeid also agrees with the percentages and would prefer 10% and rather have it open on four areas and 90% is fine with her but has a concern with the materials. She suggested adding no concrete or concrete blocks.

Vice Mayor Rose agrees with all the comments made.

Mayor Danzinger is not a fan for carports but is an essential thing for some of the residents. He asked regarding the percentage and if it was put it as a requirement for the structure.

Building Official McGuinness addressed the comments made as it pertains to the structure and how it relates to sustained wind and sail resistance. He recommends the 10% as well.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading with the amendment of 10% solid to 90% open and no concrete, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

[Ordinance Amending Sec. 90-58 Carport Canopies](#)

4B4. Recycling Ordinances Changes due to Market Conditions - Hector Gomez,
Town Manager

Town administration is seeking to update Chapter 66 - Solid Waste of the Town Code to update commercial recycling rates and make any future changes applicable through resolution as well as update recycling materials list and make any future updates applicable through resolution. Additionally, Town is seeking to make recycling mandatory for commercial and mixed-use properties.

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

Town Manager Gomez provided an overview of the ordinance and what is taking place with recycling and the recycling program.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:
Eliana Salzhauer

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 Landsman. The motion carried with a 5-0 vote.

[Ordinance Amending Sec. 66-36 Recycling Attachment A - Recyclable Items](#)

5. Resolutions and Proclamations

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

5A. Resolution Approving a Donation to the Holocaust Heroes Worldwide organization from the Legislative "Grants/Aids" fund account - Shlomo Danzinger, Mayor

For the commission to approve a resolution approving the expenditure of funds (amount TBD) from the Legislative's Grants and Aids fund as a donation towards the Holocaust Heroes Worldwide organization.

Item was moved to be heard before item 3A (Consent Agenda).

Moran Alfasi, Holocaust Heroes Worldwide Organization, provided a presentation of the item.

Jess Bryan, Holocaust Heroes Worldwide Organization, continued with a presentation of the item and the programs provided.

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

Mayor Danzinger provided an overview of the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer stated that there are other Holocaust organizations

Mayor Danzinger closed the floor to public comments.

Vice Mayor Rose asked if they have requested funding from any other municipality.

Ms. Alfasi stated that Surfside is the first municipality they have come to.

Commissioner Velasquez asked if they have gone to any of the neighboring schools

and believes this is very important and if it could be something in our community center.

Ms. Alfasi addressed the comments made by Commissioner Velasquez.

Mayor Danzinger stated that they were approached to assist and addressed the comments made by the public speakers.

Commissioner Landsman spoke regarding the importance of education in this area for our children and adults.

Commissioner Meischeid would consider a lower amount of \$15,000 and if they did any research of the programs.

Mayor Danzinger stated the motion is for \$5,000 and not \$15,000. He stated that he researched other programs but cannot answer any other commissioners.

Commissioner Velasquez stated that Commissioner Meischeid was asking if he researched other programs. She asked if he has researched other organizations. She would also support a lower amount. She supports the \$5,000 and would like to see a program in our community center directed to our families and children to bring awareness of the holocaust.

Mayor Danzinger stated that he has researched other organizations.

A motion was made by Vice Mayor Rose to approve the resolution and a donation in the amount of \$5,000 to the Holocaust Heroes Worldwide organization and for them to hold an event at the Community Center and invite Bal Harbour and Bay Harbour neighbors to attend the event, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Holocaust Heroes Worldwide Not-For-Profit Organizations Form](#)

[Attachment A - Other Grants & Aid - 001-1000-511-83-00](#)

[Attachment B - HHW Organizational Case Statement - July 2023](#)

[Attachment C - HHW Services to other communities and organizations](#)

[Attachment D - HHW Sunbiz Status 7-10-23](#)

[Attachment E - HHW Florida Certificate of Standing](#)

[Resolution Approving Donation to Holocaust Heroes World Wide](#)

5B. Approval of Cloud Services Agreement with Liftoff, LLC for Use and Subscription to Microsoft Office 365 - Hector Gomez, Town Manager

Town Administration recommends approval of the resolution authorizing execution of the attached agreement and to expend required funds.

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

Town Manager Gomez provided an overview of the item. He stated they are being booted out from the current microsoft and they are trying to get the cloud base program because by the end of the year they will not be compatible with their

program. This will help them with security against the cyber world of hacking.

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 as written, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Resolution Approving Purchase of Microsoft Office 365 Licenses from Liftoff v3.DOCX](#)

[Exhibit A - Liftoff Quote and Customer Terms for Cloud Services Agreement](#)

5C. FY 2023 Budget Amendment Resolution No. 9 - Hector Gomez, Town Manager

Town Administration recommends approval of Budget Amendment Resolution Number 9.

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

Town Manager Gomez provided an overview of 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 Vice Mayor Rose to approve the resolution as written, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Resolution Approving Budget Amendment No. 9](#)

[Attachment A - FY2023 Budget Amendment No. 9](#)

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

Public comments for subjects or items not on the agenda.

Mayor Danzinger read the decorum rules into the record for Good and Welfare.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Charles Burkett

Eliana Salzhauer

Joshua Epstein

Gerardo Vildostegui

Pablo Langesfeld

Martin Weiner

Victor May
David Karp
George Kousoulas
Andrea Langesfeld
Debbie Cimadevilla
Mandyf Davenport

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman responded to the comments made by the public speakers.

Commissioner Meisheid responded to comments made by the public speakers and the memorial on 88th Street.

Commissioner Velasquez responded to comments made by the public speakers. She asked if they could do a motion tonight to separate the ballot questions.

Town Attorney Arango stated that item as well as the request of two separate special meetings is not on the agenda and stated that Commissioner Velasquez would have to add it to the agenda.

Commissioner Landsman stated that it has to be clearly understood what the terms would be if that will help them be prepared for next week.

Vice Mayor Rose has no problem separating it.

Mayor Danzinger stated he has no problem separating it. He stated that it is not an ideal time to be discussing a charter question at the end of the night.

A motion was made by Commissioner Velasquez to add as a discussion item on this agenda to discuss the separation of the ballot questions as the new item 9G (Separation of Charter Ballot Questions), seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

Vice Mayor Rose addressed the comments made by the public speakers.

Mayor Danzinger thanked the Town Attorneys especially how they come under fire from former elected officials and residents. They need to be treated with respect. He continued responding to the comments made by the public.

A motion was made by Vice Mayor Rose to take a recess at 9:21 p.m. and return at 9:30 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Meeting resumed at 9:34 p.m.

7. Town Manager and Town Attorney Reports

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

Town Manager Gomez provided his Town Manager's Report.

Mayor Danzinger thanked Town Manager Gomez for his report.

Commissioner Landsman would like to have Allyn Kilsheimer back with an update on the CTS investigation.

Town Manager Gomez stated that the Commission passed a resolution for additional funding and explained what the resolution stated. He stated he has not received the grant/contract for the funding attained to continue with Mr. Kilsheimer. He stated that the other half of materials have not been released for Mr. Kilsheimer to review and due to that he is topped out at the current time. He is still working on the other items. He asked the Commission when they want him to come.

Mayor Danzinger stated that the last time he was here he stated he does not have anything to add since he still needs access to the other materials.

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 August Town Manager's Report](#)

7B. Town Attorney's Report

Town Attorney Arango provided his Town Attorney's Report. She provided an update on the Shannon Gallagher appeal and explained the Court's findings and the rehearing request was also denied. She also stated that the Victor May Code Enforcement item was denied by the courts.

Mayor Danzinger asked how much the Town has expended on the Gallagher case.

Town Attorney Arango stated that as of now the Town has expended \$40,000 and that does not include what the developer has expended in attorney's fees.

A motion was made by Vice Mayor Rose at 10:59 p.m. to extend the meeting 30 minutes, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

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

[Town Attorney Report - August 2023.DOCX](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

Mayor Danzinger opened the floor to public comments on all Mayor, Commission and Staff Communications items (9A (Storefront Facade Improvement Grant Program), 9B (Amendment to Section 90-41 Regulated Uses of the Town Code), 9C (Collins Avenue Monument Sign), 9D (Review Chapter 70 of the Town Code as it Relates to the Resort Tax Board a.k.a. "Tourist Board"), 9E (Outdoor Lighting in Single-Family Residential Zone), 9F (Clarify the Correct Interpretation of Sections 90-45 and 90-48.5(2)) and 9G (Separation of Charter Ballot Questions).

The following individuals from the public spoke:

George Kousoulas

Eliana Salzhauer

Gerardo Vildostegui

Ben Jacobson

Mayor Danzinger closed the floor to public comments.

9A. Storefront Facade Improvement Grant Program - Commissioner Marianne Meisheid

Commissioner Meisheid introduced the item and spoke regarding the complaints of the storefronts on Harding Avenue. She stated there is no mechanism to get storefront owners to update their storefront facade. She suggested to move forward with this facade grant program.

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

Commissioner Landsman provided his input and concerns. He commented that it should be the landlords to be responsible for the facade. If so, you have to see if they are interested in participating. He would like to see more research on this. He stated that the different owners might not collaborate together. He would like to see more behind it.

Commissioner Velasquez stated she likes the idea but does have other questions in terms of how to get everyone together and how to get the money and where it will be coming out of. She would also like to see more research.

Vice Mayor Rose likes the idea and would like to know where the money is coming from. His concern is giving multimillion dollar owners money to do this. He spoke regarding adding some sort of additional canopy to be consistent and would like more research. He would prefer more of a canopy to cover those walking.

Mayor Danzinger asked who would be funding this.

Commissioner Meisheid stated it could not come out of the Tourist Fund and would have to come out of the General Fund and it would be approximately \$30,000 to

start. She stated the storeowners would pay everything upfront and then apply for the grant.

Mayor Danzinger stated she mentioned she is still working on the design for this and that it is coming from the General Fund. He is concerned they are giving multimillion dollar wealthy owners the money to fix their storefront. He does not believe the taxpayers would be in agreement to pay for them to work on their facades. He would like to see more about the plan itself.

Commissioner Meisheid stated that there were some store owners at the DVAC meeting. She continued with the conversations with the store owners and having them update their facades.

Town Manager Gomez stated they engaged in some key take away on the item and possible benefits. He did state some aesthetic problems and stated they have never done this before and spoke regarding the funding source. He recommended a reimbursable grant. He spoke regarding eligibility.

Commissioner Velasquez asked why it cannot be used from the Tourist Fund.

Commissioner Meisheid stated they tried that avenue and since the owner's own the building, they could not use Tourist dollars.

A motion was made by Vice Mayor Rose at 11:28 p.m. to extend the meeting another 32 minutes until midnight, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger stated he is not in favor of paying someone to fix their storefronts and you are taking taxpayer money to invest fixing a multimillion dollar owner's property.

A motion was made by Commissioner Meisheid to move forward with a pilot program, seconded by Commissioner Velasquez. The motion died with a 2-3 vote with Commissioner Landsman, Vice Mayor Rose and Mayor Danzinger voting in opposition.

[Exhibit A - Storefront Facade Improvement Grant Program.pdf](#)

9B. Amendment to Section 90-41 Regulated Uses of the Town Code -

Commissioner Fred Landsman

For the Town Commission to discuss and provide directions to the Town Attorneys to draft an ordinance amending section 90-41 as it relates to coin-operated machines including amusement centers.

Commissioner Landsman introduced the item and had a young man approach him with an idea of opening this type of business and stated the issues with the code and restrictions.

Vice Mayor Rose suggested to have something similar to a Chuckee Cheese to give the children small prices like tickets.

Commissioner Landsman stated they do not want it to be like a Chuckee Cheese.

Commissioner Velasquez likes this and believes it is important to get the kids out from in front of the computers.

Mayor Danzinger also agrees with the Vice Mayor's comments. He would recommend changing it to possibly prizes not to over a certain amount.

A motion was made by Commissioner Landsman to move this item forward as a first reading ordinance to include the option and ability for the wages to be used for prizes up to \$50.00, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

9C. Collins Avenue Monument Sign - Hector Gomez, Town Manager

Town Manager Gomez introduced the item and advised that the Tourist Board deferred the item last night in order to discuss the item with a full board. He continued with an overview of the item and if they would like to look at the options or defer it until the Tourist Board has a full Board.

A motion was made by Vice Mayor Rose to defer the item until the Tourist Board is able to hear the item at their September meeting, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Attachment A - Don Bell Updated Surfside Deck.pdf](#)

[Attachment B - Collins Avenue Mock Ups](#)

[Attachment C - Monument Sign Don Bell Quote](#)

9D. Review Chapter 70 of the Town Code as it Relates to the Resort Tax Board a.k.a. "Tourist Board" - Commissioner Marianne Meisheid

Create new language in Chapter 70 that addresses the use of funds, board composition and commission oversight. Language is attached.

Commissioner Meisheid introduced the item and requested to create new language that addresses the use of funds. She stated that since 2015 the Resort Tax Fund has tripled as well as the promotional item cost. She referred to the graph in the agenda packet. She suggested to cut it from 34% to the 17%. She would like to add the remaining 17% to be dedicated to capital improvement projects that would be tourist related. She provided her provisions.

Mayor Danzinger stated he wishes she would have divided this because she is dealing with two separate items.

Commissioner Velasquez made her suggestions, and the most important part is the 34%.

A motion was made by Commissioner Meisheid to bring this item to a referendum to change the promotion from the 34% to 17% and use the remaining 17% for capital improvement projects, seconded by Commissioner Velasquez.

Commissioner Landsman asked what the motivating factor for this cut was and is it to take away less funding and authority from the Tourist Board. He asked if the drive was because they cut the contract with a previous vendor (Sara Liss).

Commissioner Meischeid stated it is because there is still a lot of money left over on promotional items that can be used for capital improvements.

Commissioner Landsman asked Town Attorneys if they reduce to 17% could they use the rest of the funds to enhance the Downtown.

Town Attorney Arango handed out the 1963 Act and in Section 6 it shows the limiting purposes for what the Resort Tax could be used for. She stated any funds they want to use it is specifically listed here and it has to be factually connected for tourist purposes.

Commissioner Velasquez stated the reason she supports this is because they can get creative to use the money to better the Town.

Vice Mayor Rose asked for clarification as to how they spend the money and asked if the money not used goes to reserves, could the Tourist Board use them when needed.

Town Manager Gomez addressed the question and how the reserves work and how it could be used.

Town Attorney Arango clarified the question and the money in reserves must be spent for the same things and is restrictive.

Vice Mayor Rose supports this for that reason.

Mayor Danzinger believes it is two separate items and explained those items and how they can be dealt with. He stated the Tourist Board can still pay for capital improvements and are not restricted and provided examples.

Further discussion took place among the Commission regarding this item and the additional funds in control of the Commission.

A motion was made by Vice Mayor Rose to extend the meeting for an additional 30 minutes. The motion failed for lack of a second.

A motion was made by Commissioner Velasquez to extend the meeting for 15 minutes until 12:15 a.m. (August 9, 2023), seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Mayor Danzinger voting in opposition.

Mayor Danzinger stated they are trying to tie the hands of the Tourist Board and remove their authority.

Commissioner Meischeid stated that is not the intent and it is just diverting it to improvements.

Mayor Danzinger stated they can still access the funding for capital improvement projects. He also stated that you are now making it into 5 ballot questions. He encouraged them to bring it to the Tourist Board.

Vice Mayor Rose spoke regarding what is stated on page 291. He asked there is one reserve account or two reserve account.

Town Manager Gomez stated it is one reserve account and cannot be used for anything else. It is earmarked for 34% of what was collected. He explained how it would work.

Vice Mayor Rose stated he was supportive but if you are having 6 or 7 ballot questions going to referendum it is too much.

Commissioner Meischeid asked if they could add this item to the special meeting on the ballot questions.

Commissioner Landsman believes they are trying to tackle this in a small amount of time and should not be addressed so late. His suggestion is to defer it or go to a super majority of the Tourist Board. He believes this needs to be fully vetted.

Commissioner Velasquez asked if they could bring it back on August 22 as one of the ballot questions and decide then if they leave it or put it.

Mayor Danzinger asked Town Attorney what the cost would be to bring this back.

Town Attorney Arango explained that the special meeting is bringing back a resolution with ballot questions with less than 75 words while meeting Miami Dade County Election Department's deadline date.

Mayor Danzinger explained that they went through arduous months of work with the Charter Review Board and now they want to bring things at the last minute.

The motion failed with a 2-3 vote with Commissioner Landsman, Vice Mayor Rose and Mayor Danzinger voting in opposition.

[Resort Tax Board Discussion Proposed Language.docx](#)

9E. Outdoor Lighting in Single-Family Residential Zone - Commissioner Marianne Meischeid

Modify Section 90-62 Outdoor Lighting so that addresses the specific requirements of the single-family district. A sample is attached.

Deferred to the September meeting.

[Outdoor Lighting Proposed Language.docx](#)

9F. Clarify the Correct Interpretation of Sections 90-45 and 90-48.5(2) - Commissioner Nelly Velasquez

Specifically, a 200-foot lot equals a 20-foot setback, a 150-foot lot equals 150 feet, a 100-foot, 75-foot and 50-foot lots all equal 10 feet. The Wedding cake setback has been 10% since 2014. In the Fall of 2021, when the previous commission amended the inclined setback ordinance, it never intended to lessen the setback of the wedding cake. It intended for the setback to remain 10%.

Deferred to the September meeting.

9G.) Separation of Charter Ballot Questions

Commissioner Velasquez would like to split the ballot questions of the term limits and run offs and separate it to two separate ballot questions.

Town Attorney Arango would like further clarification.

A motion was made by Vice Mayor Rose to have alternating 4 year terms for Mayor and Commission and for the Mayor's race it would be 50 plus 1 to be elected as mayor if not a runoff will be required, seconded by Commissioner Landsman. The motion carried with 5-0 vote.

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 12:15 a.m. (August 9, 2023), seconded by Commissioner Landsman. 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
Special Town Commission Meeting
MINUTES
August 22, 2023
5:00 PM
Commission Chambers**

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:05 p.m.

1.B Roll Call of Members

Deputy Town Clerk Herbello 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, Town Attorney Tony Recio, Town Attorney Roger Pou, Town Attorney Daniela Cimo and Town Manager Hector Gomez.

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

Mayor Danzinger read the decorum statement and reminded the public and the commission regarding decorum and having a productive meeting.

2.A Charter Amendment - Establishing Four-Year Staggered Terms for the Mayor and Commissioners Commencing with the 2024 Town Election - Town Attorney

For the Town Commission to consider the adoption of the Resolution calling a special election on the proposed Charter amendment.

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

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Gerardo Vildostegui

Mayor Danzinger closed the floor to public comments.

Town Attorney Arango provided an overview of the charter amendment question.

A motion was made by Vice Mayor Rose to approve the resolution as written removing the hyphen, seconded by Commissioner Meischeid.

Discussion among the commission and staff took place regarding the amendment and the different options for staggered terms and the selection of a vice mayor.

Vice Mayor Rose and Commissioner Meischeid rescinded their motions.

A motion was made by Vice Mayor Rose to table this item until the end of the meeting in order to provide the Town Attorneys time to revise the language of the resolution, ballot question, text amendment, as well as adding a process for the selection of a vice mayor, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Discussion took place among the commission and staff regarding different alternatives for the selection of a vice mayor and a decision was made to table the item in order to give the attorneys time to come up with the proper language and revisit later in the meeting after item 2E (Charter Amendment-Removing Limitations on Indebtedness for Emergency and/or Infrastructure Projects Not Exceeding \$10 Million Dollars).

A motion was made by Vice Mayor Rose to remove from the table this item, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose for purposes of discussion, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Discussion continued among the commission and staff regarding the staggered terms and selection of a vice mayor.

A motion was made by Vice Mayor Rose to take a 5 minute recess at 6:30 p.m., seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Meeting reconvened at 6:48 p.m.

After a lengthy discussion among the commission and staff with the language provided by the Town Attorney, the following motion was made.

A motion was made by Vice Mayor rose to approve the resolution as a whole and with the following amendment: "for the Vice Mayor to be the Commissioner receiving the highest number of votes between the last two general elections beginning with the 2026 General Election", seconded by Commissioner Landsman. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Meischeid voting in opposition.

[Resolution Calling Special Election Charter Amendment - Four-Year Staggered Terms.DOCX](#)

2.B Charter Amendment - Requiring 50% Plus 1 Majority Vote for Mayor and Providing for Run-Off Election - Town Attorney

For the Town Commission to consider the adoption of the Resolution calling a special election on the proposed Charter amendment.

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

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Gerardo Vildostegui

Mayor Danzinger closed the floor to public comments.

Town Attorney Arango provided an overview of the charter amendment question.

There was no discussion on the item.

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

[Resolution Charter Amendment-Requiring 50% plus 1 Majority Vote for Mayor and Providing for Run-Off Election.DOCX](#)

2.C Charter Amendment - Creating a Procedure for Determination of Qualifications and/or Permanent Residency of Commissioners - Town Attorney

For the Town Commission to consider the adoption of the Resolution calling a special election on the proposed Charter amendment.

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

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Deborah Cimadevilla
Gerardo Vildostegui

Mayor Danzinger closed the floor to public comments.

Town Attorney Arango provided an overview of the charter amendment question.

Discussion among the commission and staff took place regarding the mechanism to have in place and procedure for elected officials to provide proof of permanent residency.

A motion was made by Vice Mayor Rose to approve the resolution with the amendment of 10% of electorate signatures instead of 3% and it be effective November 7, 2023, seconded by Mayor Danzinger. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Meischeid voting in opposition.

[Resolution Calling Special Election Charter Amendment - Public Hearing Procedure for Qualifications-Residency Determination](#)

2.D Charter Amendment - Allowing the Town Clerk to File an Appeal with the Personnel Appeals Board - Town Attorney

For the Town Commission to consider the adoption of the Resolution calling a special election on the proposed Charter amendment.

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

Town Attorney Arango provided an overview of the charter amendment question.

Mayor Danzinger asked the Town Attorney if the other positions that are mentioned like the Town Judge and Town Prosecutor will also be cleaned up and removed.

Town Attorney Arango addressed the question being asked and explained and stated in some municipalities the City Clerk is a charter officer but not in this instance.

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

[Resolution Calling Special Election Charter Amendment - Personnel Appeals Board.DOCX](#)

2.E Charter Amendment - Removing Limitations on Indebtedness for Emergency and/or Infrastructure Projects Not Exceeding \$10 Million Dollars - Town Attorney

For the Town Commission to consider the adoption of the Resolution calling a special election on the proposed Charter amendment.

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

Town Attorney Arango provided an overview of the charter amendment question.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Gerardo Vildostegui

Mayor Danzinger closed the floor to public comments.

Discussion among the Commission, Town Attorney and Town Manager took place regarding the item and possible removal of "emergency" from the ordinance as well

as the 15% and the \$10 million dollars which removes the limitation on certain indebtedness.

A motion was made by Vice Mayor Rose to approve as written, seconded by Commissioner Meisheid.

Commissioner Meisheid stated she would like to remove emergency and asked for clarification.

Discussion took place among the commission regarding the comments made by Commissioner Meisheid regarding her recommendation.

Vice Mayor Rose and Commissioner Meisheid rescinded their motion.

After a lengthy discussion regarding the language in the ordinance, Commissioner Meisheid's recommended language and alternate language.

A motion was made by Vice Mayor Rose to approve the resolution as amended to read "shall the Charter be amended to remove limitations on indebtedness for debt issued by the Town for emergency and/or infrastructure projects not exceeding \$10 million dollars only when the debt is repayable from such infrastructure project revenues , without any increase in ad valorem or property taxes", seconded by Commissioner Landsman. The motion carried with a 3-2 vote with Commissioner Meisheid and Commissioner Velasquez voting in opposition.

[Resolution Charter Amendment - Removing Limitations on Indebtedness for Emergency and/or Infrastructure Projects Not Exceeding \\$10 Million Dollars.DOCX](#)

3. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 6:53 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2023.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCreedy, MPA, MMC
Town Clerk



**Town of Surfside
Tourist Board
MINUTES
July 10, 2023
5:30 PM**

Town Commission Chambers

1. Call to Order/Roll Call

Chair Tourgeman called the meeting to order at 5:30 p.m.

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

Present: Chair Eli Tourgeman, Vice Chair Ben Jacobson, Board Member Diana Gonzalez, Board Member David Karp and Board Member Ezequiel Singer (arrived at 5:34 p.m.).

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

2. Agenda and Order of Business

Chair Tourgeman acknowledged the presence of Town Attorney Cimo, Cindy Reyes and Frank Trigueros from the Tourist and Communications Department, Deputy Town Clerk Herbello, Mayor Danzinger and Town Manager Gomez.

A motion was made by Vice Chair Jacobson to move item 6G (Additional Summer Events, Beachside Events) to be heard before item 6A (Sand Sculpture Contest Proposal from ACT Productions), seconded by Board Member Gonzalez. The motion carried with a 4-0 vote with Board Member Singer absent.

3. Town Commission Liaison Report

Mayor Danzinger provided his Commission Liaison Report. He introduced the new member of the Board, David Karp. He spoke regarding the new location for the Surfside sign and explained what took place at the commission meeting.

4. Approval of Minutes

4.A June 5, 2023 Tourist Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Vice Chair Jacobson to approve the June 5, 2023 Tourist

Minutes
Tourist Board
Monday, July 10, 2023

Board Meeting Minutes, seconded by Board Member Gonzalez. The motion carried with a 5-0 vote.

[June 5, 2023 Tourist Board Meeting Minutes.pdf](#)

5. Resort Tax Collection and Vacancies Report

Tourism and Communications Director Trigueros provided the Resort Tax Collection and Vacancies Report. He stated that they are 33% down on food and beverages but some of the payments from some of the hotels are still outstanding. He stated that they are 17% down on the accommodation side as well. He spoke regarding the numbers in 2022 and they did bring more money this year than what was brought in 2021. He stated that they have not received the numbers yet for Spring.

Chair Tourgeman asked for clarification on the itemized resort report.

Tourism and Communications Director Trigueros explained that the Finance Department puts these numbers together and explained that penalty letters will go out if those hotels have not paid.

Chair Tourgeman stated he is concerned with the 33% down on food and beverages.

Vice Chair Jacobson spoke regarding the penalty letters sent out to the different restaurants and stated it is more than half of the restaurants that have not reported.

Tourism and Communications Director Trigueros stated that collection is always a few months behind schedule and Finance has a system in place.

Vice Chair Jacobson stated that the 2023 numbers is missing half of the restaurants.

Board Member Singer spoke regarding inflation and asked what they can do as a Board to assist with that as it pertains to promotions or activities they can help them.

Chair Tourgeman asked if the businesses are doing what they need to do.

Mayor Danzinger stated that these numbers are numbers from coming out of COVID and one thing you will notice is that the rest of the world is open.

Chair Tourgeman asked Tourism and Communications Director Trigueros to send a letter to all the restaurant owners and hotels to attend the next meeting to provide feedback.

Town Manager Gomez stated that from his experience with DVAC they have reached out to the restaurant owners and have not received feedback. He suggested putting a survey together and he will still try to get some feedback from the restaurants.

Further discussion took place among staff and the Board regarding the restaurants and the survey as well as possibly putting an ad in the newspaper promoting the businesses.

6. Discussion Items

6.A Sand Sculpture Contest Proposal from ACT Productions - Chair Eli Tourgeman - Chair Eli Tourgeman

Tourism and Communications Director Trigueros provided an introduction of the item.

Barbara Goicochea, ACT Productions introduced the item and provided a presentation.

Discussion took place regarding the spacing of the sand castle building, where it would take place and the site plan as well as having to possibly move the location she is presenting.

Board Member Singer stated that possibly the time proposed might not be the best time of the day to do the event due to the heat and sun.

Vice Chair Jacobson spoke regarding the time and the location as proposed. He stated that they would have to come up with a time that would work.

Board Member Karp asked if parents and children can sign up.

Ms. Goicochea addressed the comments made.

Further discussion took place among the Board members, staff and Ms. Goicochea regarding location, time, having kosher food and splitting the event into two places in order to accommodate the large number of attendees.

Ms. Goicochea will reach out to Proud Water to provide water.

Vice Chair Jacobson spoke regarding the importance of having plenty of water.

Town Attorney Cimo asked what the cancellation policy would be in the event of having to cancel due to weather.

Ms. Goicochea stated that she will look into that.

A motion was made by Vice Chair Jacobson to approve the Sand Sculpture event for July starting at 4:00 p.m. and to direct the Town Manager to enter into a contract with ACT Productions for an amount not to exceed \$25,000, seconded by Board Member Gonzalez. The motion carried with a 5-0 vote.

6.B Surfside Letters Installation - Alternate Locations - Chair Eli Tourgeman - Chair Eli Tourgeman

Chair Tourgeman provided an introduction to the item and advised of the decision

the Commission made regarding the letter installation. He stated that the Commission did not agree with the location of the letters.

Board Member Gonzalez asked if the letters were mobile.

Chair Tourgeman stated that making them mobile would make it difficult to transport and they would get beat up. His suggestion is to have it made of a more resistant and resilient material that will adhere to the weather and environment.

Board Member Singer asked if there is anything off of the entrance of 95th or 96th Street.

Tourism and Communications Director Trigueros stated it might be a conflict with the Farmer's Market which sets up on the entry way of the Bal Harbour side.

Town Manager Gomez stated that some street ends might be able to host the sign. He stated he has to explore what he can do since this is a permanent installation. He also stated that what the Town controls are the street ends. He stated that he will have to find out if it could be considered a temporary installation with FDEP.

Further discussion took place among the Board members and staff as to the location of the sign possibly in the dune and engaging with FDEP for approval if they can put the letters on a sled which would make it temporary and keep the signs as close to the beach as possible. Also, if the dunes are not available, would the street ends work as a secondary location option.

Consensus was reached by the Board Members giving direction to the Town Manager to look at possible locations.

6.C IKE Smart City Kiosks - Frank Trigueros, Tourism and Communications Director

Chair Tourgeman spoke regarding the marquee signs they used to have in the past and those currently in place.

Mayor Danzinger provided an overview of the item and stated that this is an added benefit at zero cost.

Tourism and Communications Director Trigueros continued with the presentation of the item and its technology.

Chair Tourgeman asked if they would be located outside of the incoming Eden hotel property.

Town Manager Gomez stated that they would probably start with 5 kiosks and the location can be worked out.

Mayor Danzinger stated he would like to see one outside the Community Center.

Town Manager Gomez stated it will be a Town initiative.

Board Member Singer asked regarding advertising and promoting this item.

Mayor Danzinger addressed the comments made by Board Member Singer and they do have to be careful of what they advertise.

A motion was made by Vice Chair Jacobson to recommend to the Commission to move forward with the IKE Smart City Kiosks Town initiative, seconded by Board Member Gonzalez. The motion carried with 5-0 vote.

[IKE Surfside Proposal.pdf](#)

6.D Surfside Art Market Proposal, Festival and Event - Chair Eli Tourgeman -
Chair Eli Tourgeman

Mario Pi, Festival and Events, Inc., provided an overview and presentation of the item.

Chair Tourgeman asked regarding the space and the cost of the presentation and production.

Board Member Gonzalez stated this would be a very exclusive event and asked regarding the pop up event with the restaurants.

Mr. Pi addressed the comments made by Board Member Gonzalez as to the specifics.

Board Member Karp stated that anybody can come in to see the art and Surfside Taste. He asked where the beverage portion would be as well as the cost and what it includes.

Mr. Pi addressed the comments made by Board Member Karp.

Town Manager Gomez stated that there are other costs that will be incurred which includes parking lot closure, public works staffing, etc. and it needs to go before the Commission for approval.

A lengthy discussion among Mr. Pi and the Board Members as it pertains to the time of the event and the specifics.

Chair Tourgeman stated that he believes it is the general consensus that this needs to be revisited and would like to have more time to look at this and speak with the Town Manager and possibly having this at the next meeting in a smaller scale.

Town Manager Gomez suggested coming up with a separate committee like an Arts and Festival Committee to be able to grasp all the logistics of an event of this magnitude.

Mr. Pi stated that this type of event can only be done January through March.

Consensus was reached to have Board Member Gonzalez be the liaison to work with the Town Manager on this item.

6.E Special Events Consultant Update - Frank Trigueros, Tourism and Communications Director

Tourism and Communications Director Trigueros provided an introduction of this item. He stated that they had their pre-bid meeting this morning and stated they had a good attendance. He stated the bid opening date is August 3.

Town Manager Gomez explained the process of the evaluation of the proposals.

6.F ADA Mats Update - Vice Chair Ben Jacobson - Vice Chair Ben Jacobson

Tourism and Communications Director Trigueros provided an introduction of the item and stated they reached out to the condominiums and handed out pamphlets and they will meet with them to see if they have any interest.

Chair Tourgeman opened the floor to public comments.

The following individual from the public spoke:

Barbara Cohen thanked the Tourist Board and Parks and Recreation Department for an amazing Fourth of the July event. She spoke against the condominiums paying for a portion of the ADA mats.

Chair Tourgeman closed the floor to public comments.

Vice Chair Jacobson stated this is not a requirement for any building and the Tourist Board was going to cover 50% and was asking if the condominiums could come in and pay the other 50%. He stated they could do it building by building.

Board Member Gonzalez stated it would be a win win situation for the condominiums.

Board Member Karp agrees with Ms. Cohen.

Chair Tourgeman stated if there is no one that wants to change the original motion that was made in an earlier meeting, then this will continue as voted on.

Town Manager Gomez addressed the comments made by the speaker.

Ms. Cohen stated that there are other sources of funding which includes grants.

Mayor Danzinger addressed the comments made by the speaker and they could look at other options.

6.G Additional Summer Events, Beachside Events - Vice Chair Ben Jacobson - Vice Chair Ben Jacobson

Vice Chair Jacobson provided an introduction to the item. He stated they have tried to add events on the calendar so people can enjoy. He provided an update and recap of the different summer events that have taken place. He spoke regarding possibly putting slip and slide or misters. He wanted to open it up to the Board to see

which events they are happy with and if there is anything they want to see changed.

Board Member Gonzalez commented on the events they had on the beach and the way the food was handed to the people was not very professionally served and they need better quality of food.

Tourism and Communications Director Trigueros stated that the Board did not approve extra food for Summer Sundays.

Chair Tourgeman stated it is in their proposal and if the quality of the food is not correct then something has to be done. He stated if they are unhappy and they have two remaining activities what she suggests for the Board to do.

Board Member Gonzalez suggested changing the event and food.

Board Member Karp stated they love the pizza and it was not enough.

Vice Chair Jacobson stated they have two different vendors operating the two events. The idea of having two vendors is to see what they like and if this is the issue with one specific vendor then they should look at that.

Further discussion took place among the Board and staff regarding the quality of the food, deliverance of the food, the events and what should be done to rectify the issue.

Board Member Singer asked if they can cancel the contract without any issue.

Town Attorney Cimo stated she will have to look at the contract but believes they could cancel.

Tourism and Communications Director Trigueros stated to keep in mind that they have already done promotions for the remaining events.

Board Member Singer asked when the next event would take place.

Vice Chair Jacobson stated that they have two vendors here and they can hear from them and see what they like but you definitely cannot lose events.

Chair Tourgeman asked if they are ready to do a presentation, they can come up and speak.

Board Member Karp stated that the majority of the people liked the event that the issue was the food.

Vice Chair Jacobson provided examples and what events would be the one with the best feedback or try something new and looking at a date of August 6.

Mario Pi, Festivals and Events, Inc., addressed the questions and concerns and stated it seems they are not vetting their vendors for the food very well. He provided suggestions and introduced his company and the events they have put together.

Chair Tourgeman spoke regarding a past event that involved the restaurants and he brought it to the Board. He stated the event was called Passports and asked if realistically if he could do something like that.

Mr. Pi stated he could.

Vice Chair Jacobson stated that the idea is to keep having beach related activities during the summer and get through the beach events and then look at other activities in the schedule. He does not recommend replacing a beach event with this vendor. The question is having the vendor do a new beach event.

Mr. Pi stated he can do a beach event and stated that it could be done in a very controlled basis.

Board Member Gonzalez provided Mr. Pi with a summary of how the events take place.

Mr. Pi continued with ideas for the beach events.

Barbara Goicochea, ACT Productions, stated they just got done doing the City of Miami Beach's Fourth of July event and addressed the cost and number of individuals. She provided examples of what they have done in the past. She stated that \$18,000 for not knowing exactly the number of people attending is a big ask. She stated she would have to go back to the table and see what she can provide for that amount of money.

Chair Tourgeman stated these events are on an ongoing basis and if she is interested in working with the Town, to get with Tourism and Communications Director Trigueros and he can tell you what is expected.

Alan Andai, provided his input and ideas for the events and the different programs. He stated the idea was to propose a new event.

Chair Tourgeman stated that presently he has Music on the Beach and he asked what types of activities he was thinking of incorporating.

Mr. Andai stated that any of those in the presentation. He stated he could create a music on the beach with a spinoff of any items on the presentation list.

Vice Chair Jacobson spoke regarding some of the activities on his list.

Chair Tourgeman asked if Mr. Pi could get the event ready for August 6.

Mr. Pi stated absolutely and asked where the location would be. He stated he would be bringing in vendors and make it an interactive event.

Chair Tourgeman stated it would be on the beach.

Town Attorney Cimo stated they will have to look at the agreement for Summer

Sundays with Sara Liss to see how to terminate the agreement. She asked for this one will they be looking at approving the amount without a proposal.

Vice Chair Jacobson stated that they can give Tourism and Communications Director Trigueros direction to work with the vendor to make sure that there is Kosher food, power where needed and have one Board member to give some advise to give the most successful event.

Chair Tourgeman stated that they have authorization to use the discretionary budget to enhance the events.

Tourism and Communications Director Trigueros stated they have \$23,800.

Chair Tourgeman opened the floor to public comments.

The following individual from the public spoke:

Sara Liss, Summer Sundays, stated she is the current vendor and was not aware of the dissatisfaction of the events she has put together.

Chair Tourgeman closed the floor to public comments.

Chair Tourgeman stated he will not be going over it again and sorry she was not here. He stated that one of the Board members stated people were not happy with the production.

Board Member Gonzalez stated that the idea is to have good quality events and a change.

After a lengthy discussion among the Board members regarding the issues at the events and possible changes, the following motion was made.

Town Attorney Cimo suggested bringing a new item at the next meeting to terminate the contract. She stated legal has to review the current contract.

A motion was made by Chair Tourgeman to terminate the remaining balance of the contract with Sundays on the Beach contingent that there is no liability with the Town, seconded by Board Member Singer. The motion carried with a 4-1 vote with Board Member Karp voting in opposition.

A motion was made by Vice Chair Jacobson to have an event on August 6 and September 10. This event is to be a beach style event, 3 hours long, include food, kosher food, activities, and music on the beach; to have for Chair Tourgeman to be the liaison with Tourism and Communications Director Trigueros in order to have the proposal completed and award it to Festival and Events, Inc.; and to authorize Town Manager Gomez to enter into an agreement with Festival and Events, Inc., not to exceed \$18,000 per event unless there are discretionary funds available, seconded by Board Member Singer. The motion carried with a 5-0 vote.

Alan Andai provided an overview of the beachside events.

Vice Chair Jacobson spoke regarding possible events in October and the different options presented by Mr. Andai.

Board Member Singer spoke regarding the time of these events.

Vice Chair Jacobson stated it is a lot of events for a 3 hour time slot.

Mr. Andai explained how the event will take place with the different activities.

A motion was made by Board Member Karp to approve the Surfside Beach Collective Series with Alan Andai, Beachside Events, for the months of October, November and December for a budget of \$19,000, seconded by Board Member Singer. The motion carried with a 5-0 vote.

6.H New Monument Sign - Chair Eli Tourgeman - Chair Eli Tourgeman

Town Manager Gomez stated they have a proposal of a possible monument sign much smaller in nature.

Tourism and Communications Director Trigueros introduced the item.

Chair Tourgeman wants to make sure the sign is properly lighted and to be consistent with what their recommendation is to the Commission.

Town Manager Gomez asked Tourism and Communications Director Trigueros to come up with a mock up that is illuminated.

Chair Tourgeman asked to have some lighting on the one at the Community Center.

Mayor Danzinger stated that they have a smaller easement since they want to move the sign from the Byron Avenue area.

Town Manager Gomez addressed the comments made.

Consensus was reached by the Board to move forward with a smaller version of the sign and have the vendor come up with a quote, a mock up and have it for the next meeting and place it on the Commission agenda.

[Monument Sign.pdf](#)

6.I Food Trucks Event - Chair Eli Tourgeman - Chair Eli Tourgeman

Chair Tourgeman asked to defer this item to the next meeting.

A motion was made by Chair Tourgeman to defer this item to the next meeting, seconded by Vice Chair Jacobson. The motion carried with a 5-0 vote.

7. Public Comments

There were no additional public comments.

8. Board Member Comments

There were no Board Member comments.

9. Next Meeting

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

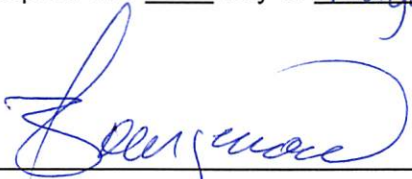
Deputy Town Clerk Herbello advised the Board of the next meeting on August 7, 2023 at 5:30 p.m.

Consensus was reached to hold the next meeting on August 7, 2023 at 5:30 p.m.

10. Adjournment

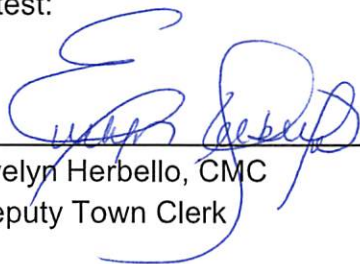
A motion was made by Board Member Gonzalez the adjourn the meeting at 8:44 p.m., seconded by Vice Chair Jacobson. The motion carried with a 5-0 vote.

Accepted this 7th day of August, 2023.



Eli Tourgeman, Chair

Attest:



Evelyn Herbello, CMC
Deputy Town Clerk



**Town of Surfside
Parks and Recreation Committee
MINUTES
June 12, 2023
5:30 PM**

Town Hall, 2nd Floor, Manny Crawford Conference Room

1. Call to Order/Roll Call

Vice Chair MacBride called the meeting to order at 5:30 p.m.

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

Present: Vice Chair MacBride, Committee Member Christopher Cook, and Committee Member Marta Olchyk.

Absent: Chair Retta Logan and Committee Member Becky Manuel.

Also Present: Commission Liaison Vice Mayor Jeff Rose and Parks and Recreation Director Tim Milian.

2. Agenda and Order of Business

3. Town Commission Liaison Report

No Commission Liaison Report was provided.

4. Approval of Minutes

4.A May 15, 2023 Parks and Recreation Committee Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Committee Member Olchyk to approve the May 15, 2023 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Cook. The motion carried with a 3-0 vote.

[May 15, 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 Milian stated that summer camp started today and Committee Member Olchyk always donates a \$1,000 for a scholarship for Summer

Minutes
Parks and Recreation Committee
Monday, June 12, 2023

Camp. He stated that this year the scholarship went to Carlos Duarte's daughter, Alejandra. He stated that camp costs have been going up everywhere and knows that this family has been struggling. Mr. Duarte is a maintenance worker in Public Works for the Town of Surfside and his daughter is very well deserved of this scholarship. He wrote a very nice and thoughtful thank you letter to Committee Member Olchyk.

Parks and Recreation Director Milian provided an update on the 96th Street Park project. He stated that they are running on schedule and he participates in their biweekly meetings. He stated that the multi-purpose field the way it is laid out will be more functional.

5.B Recap of Tennis Center Recreation Center Meeting - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update on the recap from last month's meeting. He stated that as they get closer to the design portion he will bring to the Committee for their input on the exercise equipment. He spoke regarding the input from the community regarding the hours of operation and there is a space on the website for community input and they have not received any comments so that is a good thing. He stated they will get the Committee involved as they get closer.

Vice Chair MacBride stated that Mayor Danzinger had brought up possibly naming the center, a gymnasium or a conference room after someone that was actively involved in the community or a physical education teacher. He suggested naming it after Arnold "Coach" Notkin. He was very involved in the community and in other organizations besides serving on this Parks and Recreation Committee for many years. He stated that he currently is still an honorary member of this Committee. Coach and his wife passed away in the Champlain Towers South collapse. He spoke regarding what the procedure is that the Town has for naming a building or room. He would like for staff to find out what the procedure would be in order to consider naming the center or a portion of the center after Coach.

Committee Member Olchyk stated that is a very good idea and he was very involved in other organizations outside of what he did for the Town of Surfside.

Parks and Recreation Director Milian stated he had the honor of knowing Coach for 19 years and he was an incredible person.

Vice Mayor Rose stated that they will look into that.

Vice Chair MacBride would like to know the procedure since he is aware that they have had backlash in the past when naming a building.

Committee Member Cook asked if they will have input on the exercise equipment and will it strictly only be a tennis center.

Parks and Recreation Director Milian stated it will be more than a tennis center.

Vice Mayor Rose stated that is why they are thinking of calling it a sports center.

Committee Members are excited for this new tennis center and are looking forward to having it completed soon.

5.C Summer Camp Update - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update and stated that camp started today with the YMCA and so far it is running smoothly. He is excited with the merger. He stated they are running at about 75% capacity and they did the same thing last year.

Vice Chair MacBride stated that many families are on the road traveling and may wait till later to send their children to camp.

Parks and Recreation Director Milian stated that during COVID many families were traveling during the summer and now they are gone for a month or month and half. He stated that he is already talking with Bill from the YMCA regarding possibly doing next year a weekly camp.

Vice Mayor Rose stated that is how they are doing it now, which is on a weekly basis.

Parks and Recreation Director Milian stated he can't wait to get into the new building where they will have more space which will give them the availability of moving inside during inclement weather.

Vice Mayor Rose asked if they will be back and forth.

Parks and Recreation Director Milian stated that camp will be strictly at the park and the children will be shuttled to the Community Center for the pool.

Vice Chair MacBride stated he had to convince a resident that the building will not be a monstrosity and that it is just being shifted sideways and it will be great for the kids.

5.D Fall After School Update - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update. He stated that the YMCA had a meet and greet last Thursday and then they had a zoom meeting with the parents and counselors. He stated the majority of the questions were regarding after care. He spoke regarding registration and he believes they will be full for fall aftercare.

Vice Chair MacBride asked if after care will run out of the new park.

Parks and Recreation Director Milian stated that yes, everything will be run out of the new 96th Street Park. He spoke regarding the aquatic facilities and they are running a full aquatic facilities. He stated they have had to limit some of their programs because of the amount of children and they have had to cut back on their senior programming. He spoke regarding the different programs they can run out of the new park when it is completed.

6. Public Comments

There were no public speakers.

7. Next Meeting Date

7.A Next Meeting Date: August 21, 2023 at 5:30 p.m. at Town Hall, Manny Crawford Conference Room - Deputy Town Clerk Evelyn Herbello

Deputy Town Clerk Herbello provided the next meeting date of August 21, 2023 at 5:30 p.m. being held at Town Hall in the Manny Crawford Conference Room.

Consensus was held to have the next meeting on August 21, 2023 at 5:30 p.m.

Vice Chair Rose asked when they will be discussing the equipment for the new tennis center.

Parks and Recreation Director Milian addressed the comments made and they are looking at taking the design aspect to the Commission in July and later possibly in the fall to discuss the exercise equipment and it will be brought to this Committee before going to the Commission.

8. Adjournment

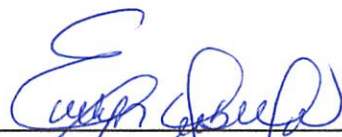
There being no further business to discuss before the Committee, a motion was made by Committee Member Olchyk to adjourn the meeting at 5:52 p.m., seconded by Committee Member Cook. The motion carried with a 3-0 vote.

Accepted this 21 day of August, 2023.



Retta Logan, Chair

Attest:



Evelyn Herbello, CMC
Deputy Town Clerk



**Town of Surfside
Planning and Zoning Board Meeting
MINUTES
June 29, 2023
6:00 PM
Town Commission Chambers**

1. Call to Order/Roll Call

The meeting was called to order by Chair Baumel at 6:01 p.m.

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

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Jonathan Edderai and Alternate Board Member Michael Szafranski.

Absent: Board Member Lindsey Lecour, Board Member Ruben Bravo and Alternate Board Member Grace Rais.

Also Present: Commission Liaison Commissioner Fred Landsman, Town Attorney Tony Recio, Town Planner Judith Planner and Building Official James McGuinness (arrived at 6:19 p.m.).

2. Town Commission Liaison Report

Commissioner Landsman provided a Commission Liaison Report and thanked the Board for their dedication. He stated that Alternate Board Member Rais provided him with some interesting information and points that are in our Code to add some discussion items. He stated one is swimming pool elevation and provided examples. The other one is understory and great progress was made this year with this commission to allow understory. He provided examples of understory homes in Town and the benefits and what should be required.

3. Approval of Minutes

3.A May 24, 2023 Planning and Zoning Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Board Member Edderai to approve the May 24, 2023 Planning and Zoning Board Meeting Minutes, seconded by Vice Chair Forbes. The motion carried with a 4-0 vote.

Minutes
Planning and Zoning Board Meeting
Thursday, June 29, 2023

4. Ordinances

4.A Zoning Code Amendment: Synthetic Turf - Town Planner Judith Frankel

Staff recommends review of the synthetic turf ordinance as presented in order to allow for a high quality and permeable synthetic turf option in the single-family home zoning districts.

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

Town Planner Frankel introduced the item and provided an overview of the item. She stated this was discussed at the January Joint Meeting and the Commission discussed it in the subsequent Commission meetings. She discussed the main elements of this ordinance. She stated the landscape requirements will still be followed and provided those requirements.

Chair Baumel asked if the existing homes were included in the language.

Town Attorney Recio stated the existing homes were added in the language and those can stay and if they are in the right of way, they must obtain a right of way permit.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:

George Kousoulas spoke regarding the two concepts on the code which are the pervious area and landscape. He suggested trimming back the language to it's original language on lines 79-86.

Chair Baumel closed the floor to public comments.

Alternate Board Member Szafranski asked if the 40% of trees is new to the code.

Town Planner Frankel stated it is not and explained what the code states in that section and it was amended to speak about the required landscape.

Vice Chair Forbes stated that he was supportive of this item in all the meetings that this was discussed.

A motion was made by Vice Chair Forbes to recommend to the Town Commission to approve the ordinance on second reading, seconded by Board Member Edderai. The motion carried with a 4-0 vote.

[Attachment B-ROW Synthetic Turf French Drain Standard Detail.pdf](#)

[Ordinance Synthetic Turf.DOCX](#)

[Exhibit A: Open Code Cases](#)

4.B Zoning Code Amendment: Restaurants in H120 as an Accessory Use - Town Planner Judith Frankel

Staff recommends consideration of this ordinance, as an accessory restaurant is no less compatible with multifamily residential than it is with a hotel and may be beneficial to the Town's residents and visitors by providing alternative dining options. Additional dining locations may further enliven the waterfront district by allowing for greater walkable destinations.

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

Town Planner Frankel introduced the item and provided an overview of the item. She stated that all the parking requirements must be met as well.

Town Planner Frankel provided the Building Official's following recommendations which were sent via email prior to the meeting: Add a clause under item (h) which reads: The accessory use/restaurant must comply with all provisions of the Florida Building Code(s) in effect at time of application.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas stated that this is an example of a very well crafted ordinance.

Chair Baumel closed the floor to public comments.

Vice Chair Forbes believes it is great.

A motion was made by Vice Chair Forbes to recommend to the Town Commission to approve the ordinance on second reading, seconded by Alternate Board Member Szafranski. The motion carried with a 4-0 vote.

[Attachment A: Current Zoning Code Regulated Uses by District Ordinance Restaurants in H120.DOCX](#)

5. Applications

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

Deputy Town Clerk Herbello swore in all the applicants and individuals from the public that would wish to speak.

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

Deputy Town Clerk Herbello confirmed that notice requirements were met.

Town Attorney Recio polled the members of the Board.

Chair Baumel stated that she spoke to the general contractor via phone and architect design team for item 5A (9433 Byron Avenue).

Alternate Board Member Szafranski spoke with the applicant for item 5A (9433 Byron Avenue).

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

5.A 9433 Byron Avenue - New Single-Family Home - Town Planner Judith Frankel

Staff finds this application generally meets the zoning code. The Planning and Zoning Board should determine whether the home's design is "consistent with and in conformance with the design guidelines set forth in the Town Code". If the Planning and Zoning Board determines the design to be appropriate, staff recommends approval with the following conditions:

- Per section 90-56.1.A., A fence or ornamental wall not more than six feet in height, as measured from grade. Fence/wall height will be measured from the grade of the neighbors' yards.
- Per section 90-67, An emergency generator must be placed at least 10 feet from any opening or window.
- Per section 90-61, the front yard of a home may not be more than 50% paved. And must contain a minimum of 30% landscaping. The front yard setback is 77.6% paved and has 22.4% landscaping.
- Per Section 90-2, In no instance may the sum of the lot coverage and all exemptions exceed 50 percent of the lot area for one-story homes and 46 percent of the lot area for two-story homes. The covered terraces at the front and rear of the home and the covered entryway should encompass no more than 6% of the lot area.
- Per section 90-90.1, 40% of the required landscaping must be Florida Friendly Landscaping species as identified by the University of Florida. The required trees and shrubs seem to comply, but a table must be provided. The grass species must also be listed.
- All enclosed space below design flood elevation (10 NGVD) shall be used solely for parking of vehicles, building access and storage and shall be constructed and hydrostatically vented per Federal Emergency Management Agency National Flood Insurance Program rules and regulations, the Florida Building Code and the Town of Surfside Floodplain Management Ordinance.

Town Planner Frankel introduced the item, provided a presentation and staff recommendations along with the design guideline requirements. She provided an overview of the past time this application came before this Board. She stated the home is similar to how it was before as it relates to setbacks and this home does meet the zoning code requirements.

Building Official McGuinness provided his recommendations which were sent via email prior to the meeting: 1. Provide hydrostatic reliefs (flood vents) at the garage which provide 1 square inch of net open area per 100 square feet of garage floor area. A minimum of two vents must be provided located within 12 inches of grade on opposing walls. 2. Locate/elevate the bottom edges of the electrical meter, electrical panel, HVAC equipment and generator for the home at or above DFE of 10'0" NGVD.

Chair Baumel opened the floor to public comments.

The following individuals from the public spoke:

Michele Arambula is a neighbor and stated it is very similar in design as to the one that is being built across the street. She stated to keep in mind the same homeowner owns two more homes on the same block. She spoke regarding the landscaping of the home and the retaining wall that will require digging a trench. She would like to know what assurances she has that they will not damage her tree and shrubs. She also asked how long this project will take.

Carlos Rosa is a neighbor of the project in question and does not understand why it is taking so long for this to be completed. His concern is that he will take this long for the next project.

Chair Baumel closed the floor to public comments.

Robert Grabaski, architect for the project provided an overview of the project. He stated that they would be addressing and incorporating all staff recommendations from the Town Planner and Building Official.

Harry Borchin, contractor stated it should be ready by August and they are working diligently to finish the project.

Alternate Board Member Szafranski stated that he is a believer that you have to look at the project in front of you and not other projects the owner has pending. He stated that the other homes are outside the radius of not being able to build a similar house and is in favor of this home.

Vice Chair Forbes asked if it is a spec house.

Mr. Grabaski and Borchin stated no.

Vice Chair Forbes stated that the person building the house (owner) knows there are major issues and giving this homeowner another permit is a major issue.

Chair Baumel stated you can make the decision based on the past experience.

Town Attorney Recio stated that you have to do it based on design and they still have to go through the permitting process and whatever decision you make must be based on the design review guidelines.

Chair Baumel stated that at the last meeting phone numbers and names were

exchanged among them and the neighbors and that is important. She stated that she believes they made improvements on the house and provided her suggestions.

Mr. Grabaski asked if they could do side lights on the front doors.

Chair Baumel stated that they should use a larger door.

A motion was made by Alternate Board Member Szafranski to approve the application with staff recommendations, seconded by Chair Baumel. The motion carried with a 3-1 vote with Vice Chair Forbes voting in opposition.

[9433 Byron Avenue Images and Tables.pdf](#)

[9433 Byron Avenue Survey.pdf](#)

[9433 Byron Agenda Packet.pdf](#)

5.B 8918 Abbott Avenue - Addition - Town Planner Judith Frankel

Staff finds this application for a front addition and rear enclosure generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition is “consistent with and in conformance with the design guidelines set forth in the Town Code”. The appearance of the additions appear to be consistent with the existing style of the home. If the Planning and Zoning Board determines the design to be appropriate, staff recommends approval with the following conditions:

- Per section 90-49, 35% of the lot must be pervious. This is defined in section 90-2 as an area maintained in its natural condition, or covered by a material that permits infiltration or percolation of water directly into the ground. Pavers or *pervious* hard materials, including *pervious* concrete, shall not be utilized for the calculation of *pervious* area. If a material that has a permeable portion (e.g. turf block) that area may be counted as permeable at the rate specified by the manufacturer.
- Per section 90-56.11, No fence, wall or hedge maybe placed within the public right-of-way. the existing hedge must be relocated on to the subject property.
- The proposed conversion of the rear terrace to habitable space requires that the finished floor elevation be brought up to the level of the rest of the home.

Town Planner Frankel introduced the item, provided a presentation and staff recommendations.

Building Official McGuinness provided the following recommendations which were sent via email prior to the meeting: 1. Amend Site Plan/Elevation Sheet A1.1 to provide sheet keys showing what is altered and what is unaltered similar to sheet A1.2. 2. Amend Floor Plan Sheet 2.1 to provide elevation marks for the Finish Floor Elevation in NGVD for the main floor areas of both the existing home and the new addition. 3. Provide an Elevation Certificate for the existing home at time of building permit application. 4. Provide a current appraisal of the structure (only), for FEMA 50% rule analysis, at time of building permit application.

Bernardo Reitling-Sanchez, Stephen Fett Architecture, representing the applicant 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.

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 4-0 vote.

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

[8918 Abbott Ave Survey.pdf](#)

[8918 Abbott Avenue Agenda Packet](#)

5.C 9316 Byron Avenue - Addition - Town Planner Judith Frankel

Staff finds this application for a front yard addition generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition is “consistent with and in conformance with the design guidelines set forth in the Town Code”. The new addition alters the architectural style of the home. The proposed style is consistent across the front façade, but inconsistent with the remainder of the structure. If the Planning and Zoning Board determines the design to be appropriate, staff recommends approval with the following condition:

- Per section 90-47, Ordinary projections of sills, cornices, and ornamental features, exclusive of roof eaves, may project not more than 24 inches into any required front yard. The new overhang on the front façade may not extend more than 24 inches into the front yard. A dimension should be provided for the front extension.

Town Planner Frankel introduced the item, provided a presentation and staff recommendations. She provided new handouts to the Board Members and explained the change in the design style.

Building Official McGuinness provided the following recommendations which were sent via email prior to the meeting: 1. Amend Existing Floor Plan Sheet A-200 to provide an elevation mark for the Finish Floor Elevation (FFE) in NGVD for the main floor area of the existing home. 2. Amend Proposed Floor Plan Sheet A-201 to provide an elevation mark for the FFE for the main floor area of the proposed additions. 3. Provide a current appraisal of the structure (only), for FEMA 50% rule analysis, at time of building permit application.

Valerie Lorenzo, architect representing the applicant stated it is a very small addition to the home and provided an overview of the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Chair Baumel stated her design concerns and she does not see any part of the existing gable roof line.

Ms. Lorenzo addressed the comments made by Chair Baumel and stated it will not be seen from the front of the home.

Chair Baumel stated if you are standing in front of the house will she not see the gable.

Ms. Lorenzo stated she will not see the gable from the front of the house.

Chair Baumel addressed the concerns she has regarding the gable roof and is concerned that the roof line will not look correct. She suggested making it a bit taller.

Ms. Lorenzo addressed the concerns and explained what they are doing with the roof and can make it a bit taller.

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 4-0 vote.

[Attachment A: Images and Tables](#)

[9316 Byron Avenue Agenda Packet.pdf](#)

[9316 Byron Avenue Survey.pdf](#)

[9316 Byron Avenue Elevation Certificate.pdf](#)

5.D 301 88th Street - Garage Conversion, Addition and Front Yard Pool - Town Planner Judith Frankel

Staff finds this application for a garage conversion, addition and front yard pool generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition is “consistent with and in conformance with the design guidelines set forth in the Town Code”. Board approval is also required for front yard pools. If the Planning and Zoning Board determines the design to be appropriate, staff recommends approval with the following conditions:

- Height of the home must be provided in NGVD and in comparison to the Crown of Road. The home height is less than 30 feet, but total height must be notated on the elevations.
- Finished Floor Elevation (FFE) of the converted garage space must be raised to the existing FFE of the home.
- Per section 90-50, landscaping must be provided along the base of the new exterior wall.

- Per section 90-61, No more than 50% of the front yard (Harding Avenue side of the property) may be paved.
- Per section 90-61 secondary frontage yards (88th Street Side) 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.
- Per section 90-61, this property may have one 24-foot curb cut or two 12-foot curb cuts. The curb cuts shown on the site plan are 22 and 20 feet, which is not permitted.
- Per section 90-47.3., air conditioning equipment, pool pump or other mechanical equipment may be located at ground level, provided such equipment is at least five feet from any side or rear lot line and ten feet from any other single-family or two-family residence, and is not visible from any street or waterway. Existing equipment may remain, but new equipment must comply with current code. Location of the pool equipment is not present on the submitted plans.
- A pool safety fence must enclose the pool area.

Town Planner Frankel introduced the item, provided a presentation and staff recommendations.

Building Official McGuinness provided the following recommendations which were sent via email prior to the meeting: 1. Thank you for providing an elevation certificate and elevation marks on floor elevations for both the existing home and new addition. 2. Thank you for providing flood vents and calculations. As to flood venting of the new garage: Please be aware the opening requirement is for NET OPEN AREA of flood vent opening. Screened openings are non-engineered and will be blocked by debris during a flood event. As a result, the screened opening will cease to function. Please select an engineered flood vent, with many options available on the market, which will not be blocked by debris during a flood event. 3. Please provide a current appraisal of the structure (only), for FEMA 50% rule analysis, at time of building permit application.

Nicholas Garcia, representing the applicant thanked everyone and provided an overview of the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Chair Baumel asked if they have considered putting the pool in a different location.

Mr. Garcia stated they did but in the back they do not have the space necessary for the outdoor terrace.

Chair Baumel asked if they can do it on the west side of the property instead of being next to a loud busy street.

Mr. Garcia stated he will check with the architect because of the proposed garage and kitchen area.

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 4-0 vote.

[Attachment A: Images and Tables](#)

[301 88th Street Survey.pdf](#)

[301 88th Street Agenda Packet.pdf](#)

[301 88th Street Elevation Certificate.pdf](#)

6. Next Meeting Date

6.A Next Meeting: August 31, 2023 at 6:00 p.m. - Deputy Town Clerk Evelyn Herbello

Deputy Town Clerk Herbello confirmed the next meeting being August 31, 2023 at 6:00 p.m.

Consensus was reached to hold the next meeting on August 31, 2023 at 6:00 p.m.

7. Discussion Items

Commission Liaison Commissioner Landsman stated that Alternate Board Member Rais had send him an email and requested for the following discussion items to be added to the next meeting. 1) Swimming Pools and 2) Understory.

7.A Fences and Gates - Town Planner Judith Frankel

Town Planner Frankel introduced the item and provided an overview of the Town and Commission suggestions that these do not have to come before this Board. She stated the remarks made by Commissioner Landsman will be added to the next meeting.

[Front Yard Fences and Gates Images](#)

7.B Planning Department projects - Status Updates - Town Planner Judith Frankel

Town Planner Frankel introduced the item. She stated the improvements to the Downtown to improve walkability which Marlin Engineering is working on. She discussed what the Commission approved and Marlin Engineering is working on developing plans to see how that will look like. She stated they are working on updating the comprehensive plan and it is a lot of work to get everything to current day. She stated she spoke with Mr. Keller and will provide a status update on the comprehensive plan and design review guideline rewrite.

Chair Baumel stated she likes her presentation on the front yard and gates.

Chair Baumel spoke regarding the swimming pool elevation, and it would be for dry and waterfront lots and she is of the opinion that if they want it the same elevation, they need to comply with the flood plain requirements. She stated this should be addressed with new homes when they want to place a pool in a higher area.

Town Planner Frankel spoke regarding the house they saw first and there was no pool, but they will most likely want a pool. She discussed the issues that come with a pool and the requirements.

Discussion took place among the Board Members and Town Planner regarding the pools as it pertains to the new builds.

Chair Baumel stated that the understory is valuable and there are at least two sides that are still open. She stated it allows for more sunlight going through the bottom of the house.

Town Planner Frankel spoke regarding one of the properties that came before the Board. She stated that she believes the synthetic turf would work good with understories.

[Downtown Walkability](#)

8. Adjournment

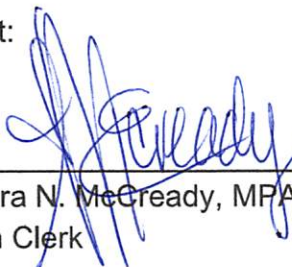
There being no further business to discuss before the Board, a motion was made by Vice Chair Forbes to adjourn the meeting at 7:24 p.m., seconded by Board Member Edderai. The motion carried with a 4-0 vote.

Accepted this 31 day of August, 2023.



Carolyn Baumel, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3C.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Additional Fees for Owner Representation of 96th Street Park Construction**

Town Administration is requesting approval from Town Commission to expend a total in the amount of \$76,275 for additional fees for Owner Representation services of the 96th Street Park

In November of 2022, The Town selected 300 Engineering Group, LLC for the construction management and owner representation services of the 96th Street Park during the construction phase. The intent of this service is to provide oversight on behalf of the Town and act as the Town representation in coordinating with construction contractor and design consultants. Additional services included LEED coordination, quality control and safety inspections. The services are based on a certain amount of service hours based on assumptions for professional services made at the beginning of the project.

Due to the accelerated nature of the project, various items are occurring in a conjunct process which requires additional time and effort by owner representation. Such items include but are not limited to:

- FPL Three Phase Power for elevator
- Change Order Reviews
- Quality Control during concrete pours
- Shop Drawing review
- Weekly LEED Coordination meetings (contracted for none)
- Weekly Site Meetings (Originally contracted as bi-weekly)
- Direct Purchase Orders (DPO)

Lastly, Notice to Proceed for the project was January 17, 2023. Due to additional time extensions, contract days for project is expected to increase by an additional 17 days. These extra days are encompassed in 300 Engineering Group proposal.

In order to keep the project moving at an efficient pace, 300 Engineering Group is requesting

an additional \$76,275.00 as all contracted hours retained have been used. Refer to **Attachment A** - "*300 Engineering Proposal Dated 08/28/2023*" for breakdown of additional services. 300 Engineering Group is a retained Town firm under CCNA guidelines and continued services.

Resolution Approving Additional Services Revision to 300 Engineering for Construction Management and Owner Rep Services 96th St Park

Attachment A - "*300 Engineering Proposal Dated 08/28/2023*"

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ADDITIONAL SERVICES REVISION WITH AN UPDATED SCOPE OF SERVICES AND ADDITIONAL FEES TO 300 ENGINEERING GROUP, LLC PURSUANT TO AN APPROVED PROJECT AGREEMENT FOR CONSTRUCTION MANAGEMENT AND OWNER REPRESENTATION SERVICES FOR 96TH STREET PARK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") retained the services of 300 Engineering Group, LLC ("Consultant") for professional engineering services for Construction Management and Owner Representation Services for 96th Street Park, in accordance with the Continuing Services Agreement effective February 16, 2021 executed by the parties (the "CSA"); and

WHEREAS, on November 15, 2022, the Town adopted Resolution No. 2022- 2952 approving a Project Agreement ("Agreement") with Consultant for Construction Management and Owner Representation Services for 96th Street Park ("Services"); and

WHEREAS, Contractor has proposed an updated and revised scope of services and additional fees for the Services, as detailed in the proposal attached hereto as Attachment "A" ("Additional Services Revision"), due to construction delays related to supply chain disruptions, delays in material delivery, severe storms, delayed responses and completion from FPL, and documented project delays, in the amount of \$76,275; and

WHEREAS, the Additional Services Revision attached hereto as Attachment “A,” provides for an updated and revised scope of services, as well as additional fees for the Services; and

WHEREAS, the Town Commission wishes to approve the Additional Services Revision and authorize the expenditure of such funds; and

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

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

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

Section 2. Approval of Additional Services Revision. The Additional Services Revision, as detailed in the Consultant’s Proposal attached as Attachment “A” hereto, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute and necessary agreements or amendments to the Project Agreement with the Consultant for the Additional Services Revision, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is authorized to expend funds for the Additional Services Revision.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 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

August 28th, 2023

Hector Gomez, PE
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: RFQ No. 2020-06 – 96th Street Park Construction Management and Owner Representation Services – Revision 1

This letter is following up on prior notifications that the original funds budgeted for the 96th Street Park Construction Management and Owner Representation Services are nearing their capacity. As such, through the comments provided by the Town of Surfside to further optimize the funds through the end of the construction period, we have prepared an updated Scope of Services (attached).

The original Scope of Services included the following Subtasks:

- 100: Project Management Services & Coordination Meetings
- 200: Documentation Control Coordination
- 300: Quality Control & Quality Assurance
- 400: Safety Inspections
- 500: Pay Applications Review

The Town originally intended for the Scope of Services to include Quality Control and Safety inspections throughout the life of the Project. However, these Subtasks have been eliminated to assist funding the other Subtasks included for additional Project Management and Coordination Meetings, Documentation Control Coordination, and Pay Application and Change Management Review since they have been seriously affected by the overall construction progress and the requests provided by the Contractor.

Due to construction delays related to supply chain disruptions, delays in material delivery, severe storms, delayed responses and completion from FPL, and documented project delays, 300 Engineering is hereby presenting a revision of the scope and fee to request to provide additional construction and inspection services that we anticipate will take us to the Project closeout. The construction work is currently delayed by a few months, with expected completion by February 2024. This has led to the need for additional efforts from 300 Engineering to provide additional Project Management oversight, coordination with the Town, Contractor, and FPL, additional change order/time extension requests and pay application request reviews, field meetings, among others.

The changes to Scope of Services are identified as follows:

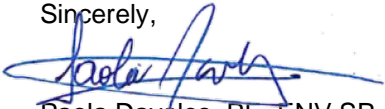
- 100: Project Management Services & Coordination Meetings
 - Coordinate and Follow-up with FPL for 3-phase power needs to the Park.
 - Additional coordination and meetings for Pre-Activity Conferences.
 - Additional coordination and meetings due to extended Contract Time.
- 200: Documentation Control Coordination
 - Additional Permit tracking due to plan revisions required by County and Town Building Department comments and other items.
- 300: Quality Control & Quality Assurance
 - Quality Control inspections services have been removed at the Town's request.
- 400: Safety Inspections
 - Safety Inspections have been removed at the request of the Town.
- 500: Pay Applications Review
 - Additional pay application reviews due to delays in the Project's construction.
 - Review and recommend approval of Change Order Requests by Town.
 - Document Change Orders for approval by Town Council.

- Maintain Change Order Log.
- Review and approval of updates to the Construction Schedule.
- Review and recommendations on the Construction Schedule's for recovery within the Contract Time.
- Review possible Construction Schedule sequencing errors and request revisions to Contractor to meet the Contract Time.
- Review and recommend weather days to adjust the Contract Time.

The additional services related to Revision 1 will be performed on a Time & Materials fee basis as per Contract "Article 3 – Compensation" in the amount of \$76,275.00. Please refer to "Appendix B" of the attached revised Scope of Services for the overall breakdown of the anticipated expenditures.

If there are any questions, please do not hesitate to contact us.

Sincerely,



Paola Davalos, PE, ENV SP
Project Manager

Cc: Rodolfo E. Remon, MS, ENV SP / 300 Engineering
Ricardo Escobar, PE, CGC / 300 Engineering
Jhonny Montano / 300 Engineering



APPENDIX B
Proposed Fee Schedule
Revision 1



Town of Surfside

96th Street Park Construction Management and Owner Representation Services

**Task # 4 - Revision 1
Proposed Fee Schedule
Appendix B**

Task	Rate, \$/Hr	Senior Construction Manager	Project Engineer	Total Hours	Total Amount
		\$200.00	\$140.00		
100	Project Management & Coordination Meetings	195	43	238	\$45,032.00
200	Document Control Coordination	0	65	65	\$9,093.00
300	Quality Control & Quality Assurance	0	0	0	\$0.00
400	Safety Inspections	0	0	0	\$0.00
500	Pay Application Reviews	108	0	108	\$21,650.00
	Total (Hours)	303	108	411	
	Sub-Total Labor Fee				\$75,775.00
	ODC's (Mileage, Reproduction & Reimbursable)				\$500.00
	Sub-Total Labor Fee/ODC				\$76,275.00
	Total Project Cost (Labor/ODC)				\$76,275.00
	% Utilization	73.68%	26.32%	100.00%	
	Total (\$)	\$60,620.00	\$15,155.00		\$76,275.00



MEMORANDUM

ITEM NO. 3D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Town Employee Health Benefits Contract Renewal for FY 2024**

Town Administration recommends that the Town Commission adopt the attached resolution approving the group health, dental and vision with Cigna, term life and AD&D insurance, short-term disability and long-term disability with Mutual of Omaha, and the flexible spending, HRA administration, and COBRA with Ameriflex.

The contract with Cigna (health, dental and vision), Mutual of Omaha (Life and Ad & D, Short-Term Disability and Long-Term Disability), Ameriflex (HRA, FSA and COBRA) will expire on September 30, 2023. Adams Benefit, the Town's insurance agent of record for employee health, disability, life, dental, vision and all other related benefit programs was directed by the Human Resources Director, Yamileth Slate-McCloud, to renegotiate the existing plan or find an acceptable alternative plan from another carrier, with the goal of keeping the cost increase to the lowest possible, while minimizing the impact to our employee coverage.

Cigna's initial proposal represented a 12% increase; later reduced to a 5% increase and includes a 50% level funding arrangement. Staff reviewed the renewal proposal and determined that maintaining the current carriers is the best option for the Town and employees. Please refer to **Attachment A** - Benefits and Premium Illustration. The health insurance rate increase last fiscal year was 2.54% and has ranged from 0% to 10.0% over the last 7 years. The average medical inflation rate is 9.5 %.

The result of the negotiation as follows:

- Cigna Health: 5% premium rate increase; however, Cigna will provide a 1% credit of the total annual premium and \$10,000 in wellness funds.
- Cigna Dental (PPO): 3% premium rate increase.
- Mutual of Omaha
 - Short Term Disability: The employee benefit amount will be increased from \$1,000 weekly to \$2,500 weekly with a premium rate decrease.

- Long-Term Disability: The employee benefit amount will be increased from \$7,000 monthly to \$10,000 monthly with a 0% premium rate increase.

All other lines of coverage (Dental HMO, Vision PPO, Short-Term Disability, Long-Term Disability, and Ameriflex FSA / HRA) received a 0% premium rate increase. The Employee Assistance Program (EAP) is integrated with Mutual of Omaha. Adams Benefit will continue to pay the Ameriflex COBRA administration fee. This action represents a budgetary savings from the preliminary FY 2024 budget in the amount of \$105,314.

[Resolution Approving Employee Health Benefit Contracts and Other Insurance Benefits FY 2023 2024](#)

[Attachment A - Benefits and Premium Illustration](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS RENEWAL CONTRACTS FOR FISCAL YEAR 2023/2024 WITH CIGNA FOR EMPLOYEE HEALTH INSURANCE, DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND AMERIFLEX FOR FLEXIBLE SPENDING ARRANGEMENT (FSA) BENEFIT SERVICES, HEALTH REIMBURSEMENT AGREEMENT (HRA) SERVICES, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH CIGNA, MUTUAL OF OMAHA, AND AMERIFLEX FOR THE RESPECTIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) continues to work with Adams Benefit (“Adams Benefit”) as its insurance agent of record for employee health, dental, vision, life insurance, disability and other related benefit programs; and

WHEREAS, the Town Administration worked with Adams Benefit to renegotiate existing plans or solicit acceptable alternative plans from other carriers, with the goal of keeping the cost increase to the lowest possible, while minimizing the impact to our employee coverage, and determined that renewal of the existing plans is in the best option for the Town; and

WHEREAS, Town Administration recommends renewal of the existing contracts, which results in maintaining a zero percent (0%) renewal rate increase from the previous year, except for a 5% increase for Cigna health insurance and 3% increase for Cigna Dental (PPO); and

WHEREAS, the Town Commission wishes to (i) select/renew Cigna for employee health insurance, dental and vision coverage, (ii) continue with Mutual of Omaha for life and

disability insurance, and (iii) select/renew Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration, all as set forth in the Commission Communication memorandum presented with this Resolution; and

WHEREAS, the Town Commission further wishes to authorize the Town Manager to execute any necessary agreements with Cigna, Mutual of Omaha, and Ameriflex for the respective insurance services; and

WHEREAS, the Town Commission finds that the insurance providers and programs selected and this Resolution are in the best interest and welfare of the employees 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. Approval of Insurance Providers. The Town Commission hereby approves and selects/renews for Fiscal Year 2023/2024: (i) Cigna for employee health insurance, dental and vision insurance; (ii) Mutual of Omaha for life and disability insurance; and (iii) Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration; all as set forth in the Commission Communication Memorandum presented with this Resolution.

Section 3. Authorization. The Town Manager is hereby authorized to execute any necessary agreements with: (i) Cigna for employee health insurance, dental and vision insurance; (ii) Mutual of Omaha for life and disability insurance; and (iii) Ameriflex for flexible

spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration; in accordance with the terms and conditions as set forth in the Commission Communication Memorandum, and subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and the Human Resources Director are authorized to take all action necessary to implement the purposes of this Resolution and the employee health benefits and insurance programs detailed in the Commission Communication Memorandum presented with this Resolution.

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

PASSED AND ADOPTED on this 12th day of September, 2023.

Motion By: _____

Second By: _____

Motion by: _____,

Second by: _____.

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velazquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

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

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

Town of Surfside

Renewal - Medical - Benefit & Premium Illustration

	H.S.A. OAP		OAPIN	
	In-Network	Out-Network	In-Network	Out-Network
Deductible	\$1,500 Ind. \$3,000 Family	\$5,000 Ind. \$10,000 Family	\$1,000 Ind. \$2,000 Family	
Co-insurance	90%	50%	80%	
Physicians Office	10% after deductible	50% after deductible	\$25 co-pay	
Specialist Office	10% after deductible	50% after deductible	\$50 co-pay	
Inpatient Hospital	10% after deductible	50% after deductible	20% after deductible	
Out-Patient Surgery	10% after deductible	50% after deductible	20% after deductible	
Out-Patient Minor Diagnostic	10% after deductible	50% after deductible	No charge	
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)	10% after deductible	50% after deductible	20% after deductible	
Emergency Room	10% after deductible	10% after deductible	\$350 co-pay	
Urgent Care Center	10% after deductible	50% after deductible	\$50 co-pay	
Prescription Drugs	CYD: \$10 / \$35 / \$70		\$10 / \$35 / \$70	
Out of Pocket Maximum	\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family	\$3,500 Ind. \$7,000 Family	
Provider Search	www.cigna.com			

	Max Rates			
	Current	Initial Renewal Q1P2	Revised Q1P2 (Q1P4s)	Percentage Change:
Employee	\$ 561.02	\$ 630.68	\$ 597.26	
Employee + Spouse	\$ 1,346.90	\$ 1,514.14	\$ 1,419.49	
Employee + Child(ren)	\$ 1,140.99	\$ 1,282.22	\$ 1,202.05	
Employee + Family	\$ 1,780.21	\$ 2,001.25	\$ 1,876.15	
Monthly	\$ 83,650.13	\$ 94,036.68	\$ 88,158.44	
Total Monthly	\$ 99,519.94	\$ 111,466.69	\$ 104,996.52	
Percentage Change:		12%	5%	

Stop-Loss Details	
Individual Stop Loss Limit (Medical & Rx):	\$40,000
Corridor Factor (Total):	110%
Level Funding Arrangement:	1/2 retained by CIGNA, 1/2 returned to Employer

To increase surplus sharing to 2/3 (currently 50%), it will require an increase of +1%

Wellness fund \$10,000

Starting 7/1/2023, CIGNA will be transitioning to digital ID cards for all renewals

1% Annual Total Premium Credit to be given on 1st months bill

Benefit Change: Added Save On to the OAPIN plan (flyer attached)

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Medical



Town of Surfside

Renewal - Medical - Save On

Save on specialty drug costs

At Cigna, we strive every day to make health care more simple and more affordable for both the clients and customers we serve.

While specialty drugs can be very expensive, our dedicated copay assistance coordination teams help connect our customers to the 80% of copay assistance programs available from pharmaceutical manufacturers.¹ These programs are essential to help customers afford their medications, but if left unmanaged, they can also drive up costs for clients.

SaveOnSP targets 170+ specialty drugs in several categories including:

- Multiple Sclerosis
- Oncology
- Hepatitis C
- Rheumatoid Arthritis
- Inflammatory bowel disease
- Psoriasis

SaveOnSP - Maximizing Manufacturer Assistance

SaveOnSP - How it works

Manufacturer assistance dollars often count against the customer's out-of-pocket spend - meaning the customer can reach their maximum spend quickly and sometimes without ever contributing a cent. With SaveOnSP, certain specialty medications, filed through Accredo, are no longer counted against the customer deductible and out-of-pocket maximums. In addition, the customer cost share is adjusted to match the maximum monthly amount allowed by the manufacturer. This means the customer's out-of-pocket is zero and our clients pay less for specialty medications.

\$0 cost share for customers²

75% savings for clients³ For qualifying drugs

The value of SaveOnSP¹

2,212 participating clients | 14,000 enrolled customers | \$6.3M enrolled customer savings | \$87.3M in client savings

Before SaveOnSP for \$10,000 specialty drug*			
Manufacturer Assistance	Customer cost share	Amount applied to deductible and out of pocket costs	Plan Costs
\$245	\$5	\$250	\$9750
After SaveOnSP for \$10,000 specialty drug*			
Manufacturer Assistance	Customer cost share	Amount applied to deductible and out of pocket costs	Plan Costs
\$1000	\$0	\$0	\$9000

1. Drug Manufacturers Fight Generic with Copayers, *HealthWatch*, 6/7/2016, <https://www.modernhealthcare.com/article/2016/06/11/ma-fights-generics>; 2. Savings¹ cost share to be offset by copay assistance, resulting in \$0 member cost. Program, until it's 25% of the remaining savings, limited drug list and some customer eligibility. Once opt-in, savings include specialty with zero cost risk, exclude: brand drugs, USA brand JDS guidelines for first dollar coverage), Private exchange plan, EGHP, PIP, Mednet/MyPlan, and grandfathered plans, standalone pharmacy plans and global; 3. Cigna Medical Savings Plan (MSPP) based on TTD copay cost; 4. Example for illustrative purposes only. Actual plan design and coverage will vary.

Product availability may vary by location and plan type and is subject to change. All group health insurance policies and health benefit plans contain exclusions and limitations. For rules and details of coverage, review your plan documents or contact a Cigna representative. All Cigna products and services are provided on behalf of or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Accredo Health Group, Inc., Empire Script, Inc., and HMO or other company subsidiaries of Cigna Health Corporation. "Member" refers to Accredo Health Group, Inc. Policyholders: CA - HP-497-1 et al., OR - HP-043482-1, TN - HP-201531AC-CEBTV et al., KCOLO.

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Medical



Town of Surfside

Renewal Analysis - Dental - Benefit & Premium Illustration

Dental - DMO		CIGNA		
Calendar Year Deductible		DHMO P6X00		
Co-Insurance		None		
		Scheduled Co-pays		
Employee	31	\$ 14.14	\$ 14.78	\$ 14.14
Employee + Spouse	7	\$ 25.70	\$ 26.86	\$ 25.70
Employee + Child(ren)	4	\$ 34.31	\$ 35.86	\$ 34.31
Employee + Family	9	\$ 50.28	\$ 52.53	\$ 50.26
Monthly:	51	\$ 1,207.82	\$ 1,262.41	\$ 1,207.82
Percentage Change:			4.52%	0.09%

Dental - PPO		CIGNA		
		DPPO		
		In-Network		Out-Network
Calendar Year Deductible		\$50 Ind. \$150 Family		\$50 Ind. \$150 Family
Co-Insurance				
Type 1 - Preventative		100%		100%
Type 2 - Basic		90%		90%
Type 3 - Major		60%		60%
Type 4 - Orthodontia		50%		50%
Calendar Year Maximum		Year 1: Year 2: Year 3: Year 4:		\$2,000 \$2,150 \$2,300 \$2,450
Orthodontic Lifetime Max				\$1,500
Out of Network Reimbursement				UGR
Employee	25	Current	Renewal	Negotiated Renewal
Employee + Spouse	13	\$ 36.08	\$ 38.61	\$ 37.16
Employee + Child(ren)	5	\$ 80.10	\$ 85.71	\$ 82.50
Employee + Family	11	\$ 98.85	\$ 105.77	\$ 101.82
Monthly:	54	\$ 138.76	\$ 148.47	\$ 142.92
Percentage Change		3,963.91	4,241.50	4,082.83
			7%	3%

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations.

If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.

Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Dental



Town of Surfside

Renewal - Vision - Benefit & Premium Illustration

	CIGNA		
VISION	VSP changed to Eye-Med		
Co-Pays			
Exam	\$10		
Materials	\$25		
Frame Allowance	Up to \$140 allowance		
Frequency			
Exam	12 months		
Lenses	12 months		
Frames	24 months		
	Current	Renewal	Negotiated Renewal
Employee	42	\$ 5.69	\$ 5.86
Employee + Spouse	14	\$ 10.51	\$ 10.83
Employee + Child(ren)	7	\$ 11.00	\$ 11.33
Employee + Family	11	\$ 16.48	\$ 16.98
Monthly:	74	\$ 644.40	\$ 663.83
Percentage Change			3%
			0%

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations.

If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Vision



Renewal - Short Term Disability - Benefit & Premium Illustration

Short Term Disability		Mutual of Omaha	
		All Employees	
Benefit	66% to \$1,000 weekly		
Benefits Begin	On 15th day accident On 15th day sickness		
Duration	24 weeks		
STD per \$10 of weekly Benefit	Current		
	\$.30/\$10	Renewal	Rate Guaranteee Until 10/1/2024

Mutual of Omaha - Alternate	
Active Employees	
66% to \$2,500	
15th day accident 15th day sickness	
24 weeks	
\$.24/\$10	

Long Term Disability		Mutual of Omaha	
		All Employees	
Benefit	60% to \$7,000 monthly		
Elimination Period	180 calendar days		
Own Occupation Period	2 years		
LTD per \$100 of covered monthly payroll	Current		
	\$.38/\$100	Renewal	Rate Guaranteee Until 10/1/2024

Mutual of Omaha - Alternate	
All Employees	
60% to \$10,000	
180 calendar days	
2 years	
\$.38/\$100	

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations.

If there is a variation between this summary and the Certificate of Coverage, the Certificate of Coverage will govern.

Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Town of Surfside

Renewal - Life & AD&D - Benefit & Premium Illustration

Basic Life & AD&D		Mutual of Omaha	
		Active Employees	
Benefit		1 x annual salary to \$200,000 Guarantee Issue: \$200,000 Minimum Benefit: \$1,000	
Basic Life		Current	Renewal
Basic AD&D		\$.22/\$1,000 \$.03/\$1,000	Rate Guaranteee Until 10/1/2024

Mutual of Omaha - Alternate	
Active Employees	
1 x annual salary to \$300,000 Guarantee Issue Amount: \$300,000 Minimum Benefit: \$1,000	
Current	Renewal
\$.22/\$1,000 \$.03/\$1,000	

Basic Life		Eligible Retirees	
Benefit		\$15,000	
Basic Life		Current	Renewal
		\$1,250/\$1,000	Rate Guaranteee Until 10/1/2024

Eligible Retirees	
\$15,000	
\$1,250/\$1,000	

Basic Life		Grandfathered Retirees	
Benefit		\$2,500	
Basic Life		Current	Renewal
		\$21/\$1,000	Rate Guaranteee Until 10/1/2024

Grandfathered Retirees	
\$2,500	
\$21/\$1,000	

*Benefits reduce to 50% at age 70+
Rate Guaranteee - 10/1/2024*

Voluntary Life		Mutual of Omaha	
		Active Employees & Eligible Retirees	
Employee & Spouse		Current	Renewal
Child(ren)		\$.39/\$1,000 \$.10/\$1,000	Rate Guaranteee until 10/1/2024

Voluntary AD&D		Mutual of Omaha	
		Active Employees & Eligible Retirees	
Employee & Spouse		Rate Guaranteee Until 10/1/2024	
		\$.03/\$1,000	

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.





MEMORANDUM

ITEM NO. 3E.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Independent External Audit Reengagement**

The Administration recommends approval of the resolution that would reengage the Town's current external auditors.

The Town has previously engaged Marcum LLP ("Marcum") to provide annual financial auditing services. The current engagement commitment from the Town has expired. Marcum has prepared a proposal for additional services for Fiscal Year 2023. Marcum has provided the Town with consistently superior services during prior engagements. Refer to **Attachment A** to the Resolution - Surfside Engagement Letter FY 23 Audit Svcs".

The Town is required to undertake an annual independent financial audit. The fee will be \$68,250 and there will be sufficient funding in the FY 2024 budget for this expense. This is an increase of \$3,250 from the FY 2022 external audit expense. Should the Town be required to have a single audit performed because it spent more than \$750,000 in either federal or state grant funds, additional fees would be negotiated. The Town is expecting a Federal Single Audit due to the receipt of CTS-related funds and American Recovery Plan Act (ARPA) funds.

[Resolution Approving Engagement of Marcum Auditors](#)

[Attachment A - Surfside Engagment Letter FY 2023 Audit Svcs](#)

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN ENGAGEMENT LETTER WITH MARCUM LLP FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) Commission wishes to continue engaging the firm of Marcum LLP (the “Auditor”) for professional auditing services for the fiscal year ending on September 30, 2023; and

WHEREAS, the Auditor has provided the Town with a proposed Auditing Services Engagement Letter attached hereto as Attachment “A” (the “Agreement”); and

WHEREAS, the Town Commission finds that approving the Agreement with the Auditor in substantially the form attached hereto as Attachment “A,” together with such changes as may be required by the Town Manager and/or Town Attorney, 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. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval. That the Town Commission approves the Agreement in substantially the form attached hereto as Attachment “A,” together with such changes as may be acceptable to the Town Manager and Town Attorney.

Section 3. Authorization. That the Town Manager is hereby authorized to execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED this 12th day of September, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

July 19, 2023

Honorable Mayor, Town Commission and Town Manager
Attn: Javier Collazo, Finance Director
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Surfside, Florida (the “Town,” “Organization”, “you” or “your”), as of September 30, 2023, and for the fiscal year then ended, and the related notes to the financial statements, which collectively comprise Town’s basic financial. We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Marcum LLP (“Marcum,” the “Firm,” “we,” “us” or “our”) will provide for the fiscal year ending September 30, 2023, with the option to renew for each of the three subsequent fiscal years ending September 30, 2024, 2025 and 2026.

In addition, we will audit the entity’s compliance over major federal award programs for the fiscal year ended September 30, 2023. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs.

Accounting principles generally accepted in the United States of America require that the included supplementary information, such as management’s discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis
2. Schedule of Changes in Town’s Net Pension Liability and Related Ratios
3. Schedule of Town’s Contributions – Pensions
4. Schedule of Changes in Total OPEB Liability and Related Ratios
5. Budgetary Comparison Schedules

Supplementary information other than RSI will accompany the Town’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and Individual Fund Financial Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors’ report will not provide an opinion or any assurance on the below other information:

1. Introductory Section
2. Statistical Section

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts

and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements and the Schedule of Expenditures of Federal Awards in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods or any losses that might be incurred during any later periods for which we are not engaged as auditors.

Audit of Major Program Compliance

Our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

We have identified the following significant risks of material misstatement as part of our audit planning, and we would be happy to discuss these with you during the course of our audit:

1. Management override of internal controls
2. Improper revenue recognition

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received in accordance with the Uniform Guidance;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;

12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from [*management*] for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with GAAP, attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Board and committee meetings, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the Organization's internal control structure. Management is also responsible for adjusting the financial statements to correct misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the audited financial statements are immaterial, both individually and in the aggregate, to the financial statements as a whole. Any assistance provided by us in preparing the financial statements, adjusting entries or disclosures does not decrease management's responsibility to assure that the result is not misleading. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing any such services. The management representation letter must be signed and returned to us before we will release our auditors' report.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements, it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. GAAS does not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly

sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as the Organization's auditors.

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

If you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the Town's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to Marcum before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the Town's financial statements, including financial statements published electronically on the Town's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document. However, you agree that you will notify Marcum and obtain our approval prior to including any of our reports on any electronic site.

If the Town elects to issue public debt and not have us associated with the proposed offering, we agree that our association with the proposed offering is not necessary providing that the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.

Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP, also has not performed any procedures relating to this official statement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

Sandra N. McCready, MMC, Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33129
(305) 861-4863
smccready@townofsurfsidefl.gov

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. **It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse.** The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that the Town's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information. During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

Background Checks

As a matter of our Firm policy, we perform background checks, which may require out-of-pocket expenses, on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. Marcum will periodically reevaluate the Firm's independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether Marcum's independence may have been impaired. You agree to advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts.

Also, in order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one-year period prior to the commencement of the year-end audit, and through the date of issuance of our audit report. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Confidentiality/Access to Working Papers

“Confidential Information” means non-public information that a party marks as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to a recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by recipient from a non-party. Each party will protect the confidentiality of Confidential Information that it accesses or receives, except that a party may disclose Confidential Information to the extent required by applicable law, statute, rule, regulation, judicial or administrative process or professional standards or litigation pertaining hereto. If disclosure of Confidential Information is required by law, statute, rule or regulation judicial or administrative process (including any subpoena or other similar form of process), or by professional standards, then the party required to make that disclosure shall (other than in connection with routine supervisory examinations by regulatory or authorities with jurisdiction or professional standards or reviews, and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and if practicable under the circumstances, allow the disclosing party to seek a restraining order or other appropriate relief at disclosing party’s sole cost and expense. In addition, the Organization acknowledges and agrees that Marcum may disclose Confidential Information to respond to its professional obligations. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this agreement, Marcum and the Marcum Subcontractors (defined below) may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. Marcum and the Marcum Subcontractors will not use or disclose Confidential Information in a way that would permit you to be identified by third parties without your consent. With respect to tax return information, you may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by you.

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and with our Firm’s policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their

review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third party in connection with a legal or administrative proceeding (including a grand jury investigation) to which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

Marcum may use or subcontract the services to its affiliates, subsidiaries, Marcum related parties and/or third parties, including contractors, subcontractors and cloud-based service providers, in each case within or outside of the United States (each, a "Subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible to you for the protection of such information and services performed by such Subcontractors as provided herein.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

This Firm and the Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

This Firm and the Town each expressly agree and acknowledge that the Circuit Court of the 11th Judicial Circuit, in and for the Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Town and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

LIMITATION OF LIABILITY

You agree that our liability arising from or relating to our services shall not exceed the total amount paid by you for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, The Town hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising as a direct result of a known, intentional or willful misrepresentation of fact that is provided by the Town to the Firm for a matter applicable to the services which are the subject of and being provided by the Firm under this engagement letter, regardless of whether such person was acting in the Town's interest. Firm shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Firm's performance or non-performance of the services which are the subject of this engagement letter and any provision of this engagement letter. Firm shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Firm's performance or non-performance of this engagement letter. This foregoing indemnification will survive termination of this engagement.

Non-Attest/Non-Audit Services

We will not assume management responsibilities on behalf of the Organization. However, we will provide advice and recommendations to assist management of the Organization in performing its responsibilities.

The Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee any non-attest services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the Organization's internal control as part of a non-attest/non-audit service engagement.

We will perform the following service that is considered a non-attest service:

- Financial Statement Preparation

Other Services

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Town's with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the Organization. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend your commission meetings.

If the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.650, Rules of the Auditor General of the State of Florida, during any year of this contract, we will discuss with you the additional fees which will be dependent on the number of programs determined to be a major program based on the determination required by the Florida Single Audit Act. Also, a new engagement letter will have to be provided that meets the requirements of the Florida Single Audit Act.

During the course of this engagement, Marcum may offer certain value-added resources to Company, including without limitation, local and national educational webinars and events, subscription to Marcum thought leadership publications such as industry insights newsletters, industry surveys and trend analysis, and academic reports into the prevailing CEO economic outlook. The use, receipt of, and payment for (where applicable) these resources will be subject to the mutual agreement of Marcum and the Town. The Town confirms that the use and receipt of these resources, as applicable, is approved by the Town Commission.

Timeline

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our fee will be based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at our discounted hourly rates. Our discounted hourly rates vary according to the level of the personnel assigned to your audit.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the Organization of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services can be completed for an amount not to exceed of \$68,250 (excluding any federal, State or compliance audits noted below) for the fiscal year ending September 30, 2023. The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If the Town is required to undergo a single audit in accordance with the Uniform Guidance for the fiscal year ending September 30, 2023, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

If the Town is required to undergo a single audit in accordance with the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor general of the State of Florida for the fiscal year ending September 30, 2023, we will discuss with you prior to commencing our procedures to arrive at a new fee estimate.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The Organization may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the Organization's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Organization and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Organization.

Town of Surfside, Florida

July 19, 2023

Page 17

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email.

Moises D. Ariza, CPA, is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Moises D. Ariza, CPA, CGMA
Partner

MDA/ar

ACCEPTED

This letter correctly sets forth the agreement of the Town of Surfside, Florida.

Officer's signature: _____

Title: _____

Date signed: _____

APPENDIX A

Town of Surfside, Florida Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



MEMORANDUM

ITEM NO. 3F.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Authorization to Expand on Video Surveillance and Recording Camera System for Various Intersections, Including Real-Time License Plate Reader (LPR) System**

Town Administration recommends approval of the expenditure of \$40,092 with Streamline for Video Surveillance and Recording Camera System for Various Intersections, Including Real-Time License Plate Reader (LPR) System.

The Town of Surfside will procure video surveillance and recording camera system and License Plate Readers (LPR's) system to be installed in various critical intersections around Town as detailed in Attachment A - "Intersection Surveillance System" and Attachment B - "LPR System". Video surveillance will provide the Surfside Police Department with a means to continuously monitor different areas of the Town for potential criminal activity. The camera system is intended to capture around the clock video surveillance of these critical areas. Surveillance cameras improve the overall level of public safety and help deter and combat crime.

The License Plate Reader (LPR) system will capture plates at speeds up to 100MPH and will be installed at the intersection of 88th Street and Byron Avenue. LPRs act as a force multiplier scanning and matching many more license plates than a squad of officers could do together or individually. LPRs enhance the efficiency of investigations while assisting detectives in identifying vehicles. LPR technology fosters secure and automatic access control of data available to law enforcement agencies. Currently the Town relies on other municipalities LPR systems for investigation work.

The video surveillance and recording system will act as a crime deterrent, provide valuable investigative information to follow up reported incidents and provide the security of different intersections within the Town. The vendor is an existing Town contractor, Streamline Voice and Data. The Town surveillance system is currently operated by the same vendor and

software agreements which were procured prior. Procurement is being pursuant Sec. 3-13 of Town Code.

Below is the detail on costs:

Intersection Surveillance System

- 95th Street & Byron Ave hardware & installation - \$7,225
- 94th Street & Abbot Ave hardware & installation - \$7,225
- 88th Street & Byron Ave hardware & installation - \$9,774
- Annual software license \$800 billed annually for three years FY 2023 thru 2025

LPR System

- 88th Street & Byron Ave hardware & installation - \$5,790
- Annual software subscription and license \$9,278 per year (Refer to Attachment C - End-User License Agreement)

[Resolution Approving Surveillance Camera and LPR Equipment Purchase from Streamline](#)

[Composite Exhibit A - Streamline Quote.pdf](#)

[Exhibit B - Agreement with Streamline Voice & Data for Surveillance and LPR Readers](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT, RECORDING CAMERA SYSTEMS, AND LICENSE PLATE READER (LPR) EQUIPMENT AND RELATED SOFTWARE SUBSCRIPTION LICENSES FOR VARIOUS CRITICAL INTERSECTIONS LOCATED THROUGHOUT THE TOWN FROM STREAMLINE VOICE & DATA INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR EQUIPMENT AND SERVICES RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PURCHASES AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires to purchase and install video surveillance and recording camera systems (the “Surveillance Equipment”) and related annual software subscription license (the “Surveillance Software”) and License Plate Readers (LPRs) (the “LPR Equipment”) and related annual software subscription license (the “LPR Software”) for various critical intersections located throughout the Town, including 88th Street and Byron Avenue, 94th Street and Abbott Avenue, and 95th Street and Byron Avenue; and

WHEREAS, Streamline Voice & Data, Inc. (the “Vendor”), an existing vendor of the Town, submitted the quote attached hereto as Composite Exhibit “A” (the “Quote”) for the purchase and installation of the Surveillance Equipment in the amount of \$24,223.50, the Surveillance Software in the amount of \$800 annually for three (3) years, the LPR Equipment in the amount of \$5,790.00, and the LPR Software in the amount of \$9,278 annually, for a total not to exceed \$40,091.50; and

WHEREAS, the Vendor shall provide the Surveillance Software and the LPR Software in an amount not to exceed \$800.00 annually for three (3) years and \$9,728.00 annually, respectively, for a total not to exceed \$10,078.00 annually after the first year; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town Code, public works purchases of equipment and services related to Town facilities are exempt from competitive bidding; and

WHEREAS, the Town desires to approve the purchase of the Surveillance Equipment, the Surveillance Software, the LPR Equipment, and the LPR Software (collectively, the "Equipment and Software Purchase") from the Vendor in an amount not to exceed \$40,091.50 in accordance with the Quote attached hereto as Composite Exhibit "A" and authorize the Town Manager to negotiate and execute an agreement with the Vendor for the Equipment and Software Purchase based on the form attached hereto as Exhibit "B"; and

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

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

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

Section 2. Approval of Equipment and Software Purchase from Vendor.
The Town Commission approves the Equipment and Software Purchase from the Vendor in an amount not to exceed \$40,091.50, in accordance with the Quote attached hereto as

Composite Exhibit "A." The Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town Code, the purchase of the Equipment and Software Purchase is exempt from competitive bidding as a public works or utilities purchase of equipment and services related to Town facilities.

Section 3. Authorization. The Town Manager is authorized to negotiate and execute an agreement for the Equipment and Software Purchase based on the form attached hereto as Exhibit "B" and/or any related or necessary agreement, subject to the approval as to content by the Town Manager and as to legal sufficiency by the Town Attorney.

Section 4. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any agreement or required documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 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

Proposal for:
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154



Prepared By:
ROBERT VILLANO
STREAMLINE VOICE & DATA, INC.
Ph: (305) 577-8800
Fax: (305) 577-9901
rvillano@streamlinevoice.com

CLOUD SURVEILLANCE SYSTEM

PROPOSAL DATED:
August 14, 2023



Dear Hector Gomez,

Thank you for allowing us to provide a proposal for a new cloud surveillance system at Town of Surfside. Streamline Voice & Data created this proposal with all of Town of Surfside's needs in mind, designing a system that will not only enhance the property, but create a safer community as well.

Streamline Voice & Data provides customers with a centralized and streamlined approach to the procurement of telecommunications and data solutions. Our approach includes identifying and vetting partner companies to ensure top notch service to our customers. For cloud surveillance solutions, Streamline partners with AT&I Systems, experts in access control and video surveillance. AT&I Systems has more than 25 years' experience in protecting customers' most valuable assets. Together with AT&I, we have extensive experience working on commercial quality surveillance systems, using only products that we can put our name behind

We're committed to the success of your project. Personalized service and one-on-one attention are the cornerstones of our philosophy. We intend to install a system that will last for years to come, having the same picture quality on day 2,500 as it did on day 1.

All the best,

Robert Villano

INVESTMENT

Hardware Investment – 95th St & Byron	Price
Avigilon ALTA Quad Camera Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating, 10-year warranty, Includes injector and mounting hardware.	\$3,795
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.	\$895
Teltonika 5 port POE+ Switch 130W POE+ Switch, unmanaged, rugged.	\$195
Cradlepoint IBR600C Cellular Modem Rugged cellular modem, cloud managed, dual-sim enabled, Includes power supply, and external antenna.	\$895
Custom Fabricated Camera Post Includes installation	\$595
Installation per Camera Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.	\$850
TOTAL	\$7,225

Pricing above includes installation of one (1) Avigilon ALTA Quad Camera at the intersection of 95th St and Byron. Town of Surfside to provide power inside the provided enclosure. Town of Surfside to provide cellular service and sim cards for remote network connection. Approximate views shown in project summary section after pricing section.

INVESTMENT

Hardware Investment – 94th St & Abbot	Price
Avigilon ALTA Quad Camera Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating, 10-year warranty. Includes injector and mounting hardware.	\$3,795
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.	\$895
Teltonika 5 port POE+ Switch 130W POE+ Switch, unmanaged, rugged.	\$195
Cradlepoint IBR600C Cellular Modem Rugged cellular modem, cloud managed, dual-sim enabled. Includes power supply, and external antenna.	\$895
Custom Fabricated Camera Post Includes installation	\$595
Installation per Camera Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.	\$850
TOTAL	\$7,225

Pricing above includes installation of one (1) Avigilon ALTA Quad Camera at the intersection of 94th St and Abbot, Town of Surfside to provide power inside the provided enclosure. Town of Surfside to provide cellular service and sim cards for remote network connection. Approximate views shown in project summary section after pricing section.

INVESTMENT

Hardware Investment – 88th St & Byron			Price
Avigilon ALTA Quad Camera Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating, 10-year warranty. Includes injector and mounting hardware.	\$3,795	2	\$7,590
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.			\$895
Teltonika 5 port POE+ Switch 130W POE+ Switch, unmanaged, rugged.			\$195
Cradlepoint IBR600C Cellular Modem Rugged cellular modem, cloud managed, dual-sim enabled. Includes power supply, and external antenna.			\$895
Custom Fabricated Camera Post Includes installation	\$595	2	\$1,190
Installation per Camera Includes installation of camera and infrastructure, configuration of analytics and software, training of staff.	\$850	2	\$1,700
Subtotal			\$12,465
Bundle Discount (\$)	2,691.50		-\$2,691.5
TOTAL			\$9,773.50

Pricing above includes installation of two (2) Avigilon ALTA Quad Cameras at the intersection of 88th St and Byron, Town of Surfside to provide power inside the provided enclosure, Town of Surfside to provide cellular service and sim cards for remote network connection. Approximate views shown in project summary section after pricing section.

INVESTMENT

Software Investment- 3 Year License Term

Price

Software Investment- 3 Year License Term	Price
Subscription to Avigilon ALTA Aware Cloud, Per Camera <ul style="list-style-type: none"> • Real-time video analytics: Allows the Town of Surfside to move from passive surveillance to active surveillance. Analytics can create alerts for vandalism, loitering, over-occupancy, unauthorized trespassing, jumping fences, etc. • 30-day cloud storage: Provides a cloud back-up of all footage. Flexible storage options allow you to store only what you need. • Software/ Firmware Updates: Guarantees a future-proof system. New updates can range from extra security features to new advanced analytics. • Cloud management of video and alerts allows town to leverage cloud infrastructure to easily watch all cameras across all locations. No complicated IT requirements. • Cameras update themselves which allows the town to dedicate fewer resources to maintaining the camera system across several remote locations. 	\$600 4 \$2,400

Above is the 3-year recurring license for the Avigilon ALTA Cloud subscription. One-year and 5-year options are available.

PROJECT SUMMARY



This quote provides an outline and estimate of costs for the Town of Surfside surveillance system project. The project includes:

- The installation of 4 Avigilon ALTA Quad cameras at various intersections.
- Customer to provide cellular data and power.
- Approximate views shown below.

WARRANTY

ALTA Cameras: 10 years
Wire, switching, misc: 1-year
Labor: 2-years

SERVICE RESPONSE & PRICING

Service rate: \$150/ hr.
Calls typically resolved/ diagnosed within 24-48 hours.
Remote support no cost at all.
Unlimited trainings provided to all staff members.

The project does not include, unless otherwise stated, electrical wiring, control wiring, concrete pads, removal and replacement of paving stone, saw cutting of asphalt, telephone lines, computers, Knox box, permits (if required) or any unforeseen damage.

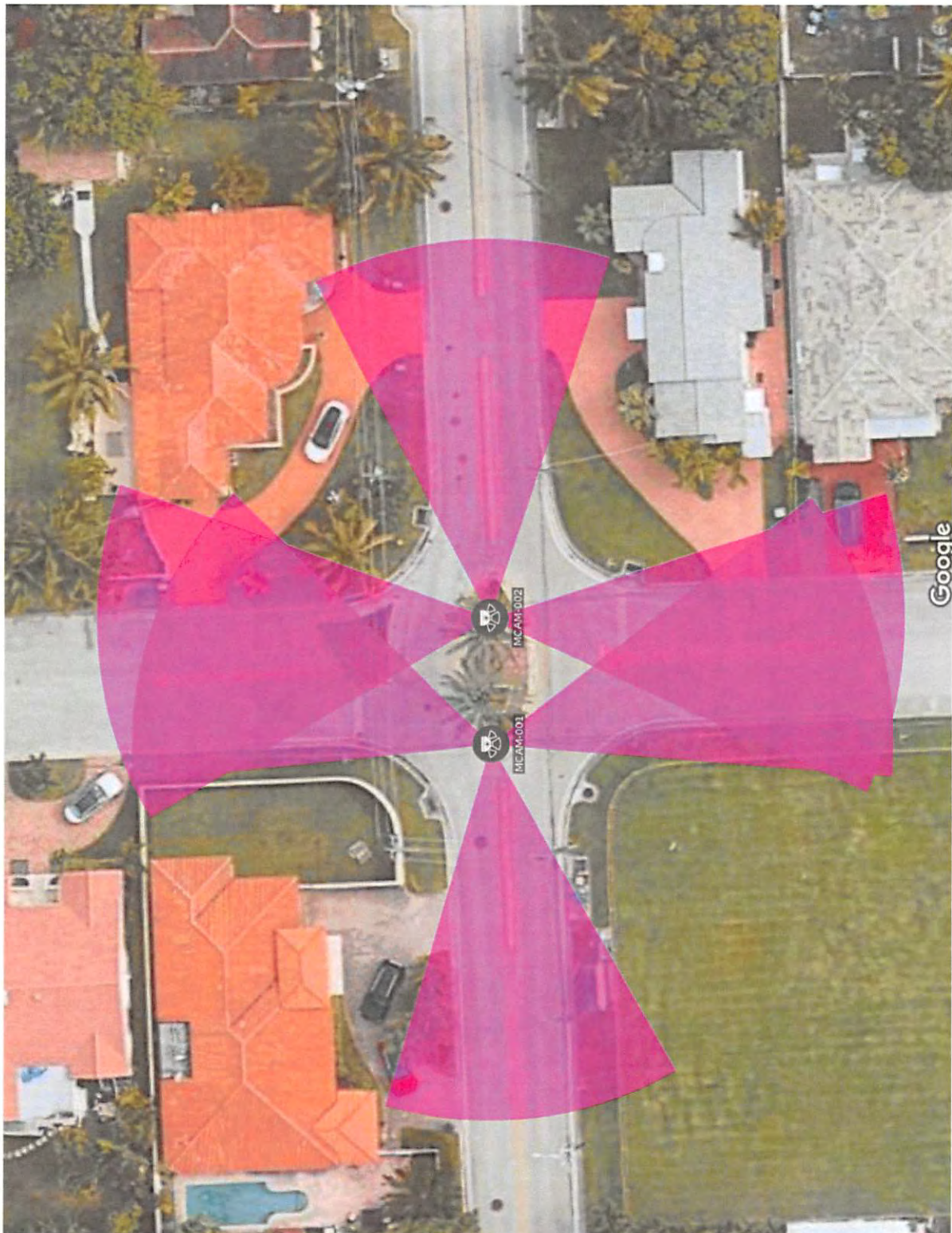
Byron and 95th st - June 21st, 2023



94th and abbot - June 21st, 2023



88th and byron - June 21st, 2023



Aware License Plate Recognition

Intelligent, automatic license plate detection for your property.

Aware License Plate Recognition (LPR)

LPR helps organizations leverage their existing security infrastructure to capture and track license plate data in real time. Say goodbye to dedicated license plate recognition cameras, expensive licensing and lack of control. With Aware LPR, you can get rules-based alerts for license plates of interest, speed up post-event investigations and optimize operations based on vehicle analytics and business intelligence. All this, and you only need one camera to do it.

Why Do You Need It?



Secure your parking lots, garages, and property



Conduct more accurate post-event investigations



Monitor and search for incoming and outgoing vehicles in real time



Faster vehicle flow through your entrances and exits

How it Works

1. A single Aware LPR camera can do the job of multiple cameras
2. As traffic enters your property, Aware LPR scans each vehicle and creates an event based on rules, categorizing the license plate into a searchable query
3. Events are identified on your Aware dashboard
4. Access events allow you to automate gated entry by approving certain license plates to your lot or garage
5. Access any LPR events or alerts from your phone or computer
6. Multi-factor authentication verifies the credentials on the correct vehicle



Gated Entry

Automate your gated entries, allowing LPR to recognize pre-approved vehicles and keep track of traffic.



Always Ahead of the Curve

Aware LPR is software driven, so updates are automatic—you'll always have the most recent firmware and features.



All it Takes is One Camera

Aware cameras provide full situational awareness through just one single security camera. There's no need for multiple cameras that increase the total cost of ownership over time, just let Aware provide the full package through one camera.



24/7 Neighborhood Protection

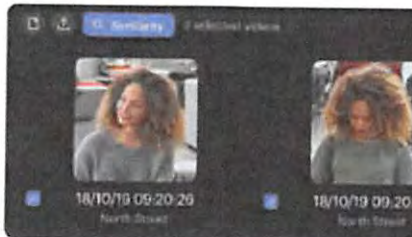
7M property crimes occur every year and 80% go unsolved because they lack the key piece of evidence law enforcement needs to pursue an investigation - a license plate for the suspect vehicle. Over 70% of these crimes are committed with a vehicle: make sure your property is protected.

Cloud Video Security

Why Cloud Video Security?



Map View with Smart Presence™
Add maps of all your locations and facilities in Aware to gain enhanced situational awareness and insights. Each map can be configured and includes camera views, alarm views, as well as the ability to track and count people, vehicles and other objects as they move on your premises.



Fast Investigations with Smart Search™
Search by event, similarity, appearance and image using machine learning to comb through countless hours of video throughout your entire deployment. Reduce forensic investigation time from days to minutes and gain more efficiency and accuracy with the same number of operators.



Anomaly detection real-time
Use rules-based templates to define scenarios where you want to be notified when specific events occur, such as loitering, line crossing, fire exit access, and more. Aware leverages advanced object identification to monitor and detect unusual events and behaviors and sends alerts and notifications in real-time.



Smart Recording™
Smart Recording™ switches the resolution stream for all your camera recordings. It automatically records with maximum resolution when people and vehicles are present or interesting events occur, and changes to as low as 360p or no recording at all when the activity disappears to save storage space.



On-camera analytics
Cloud-managed Dome, Compact Dome, and 360 security cameras integrate intelligence via image recognition, machine learning, and directional acoustic sensors. Each camera also identifies specific sound patterns, like screaming, gunshots, breaking glass, or loud noises, to determine the type of sound and direction.



Reduce bandwidth and get high-quality video
Smart Path™ minimizes bandwidth consumption and keeps video local using unique and innovative technology such as WebRTC intelligent routing and AI-based bandwidth and storage optimization, alleviating a key customer concern.

Cloud Video Security Features



Detect threats and anomalies in real time with AI-powered security



Deploy Ava Cloud Cameras with integrated analytics and onboard storage



Enjoy secure web and app access from anywhere in the world



Search faster and more accurately



Get analytics from all your cameras all the time, in a unified, single view



Reduce bandwidth usage and get high-quality footage



Optimize operations with insights

INVESTMENT SUMMARY

Hardware Investment	Price
Hardware Investment – 95 th St & Byron	\$7,225.00
Hardware Investment – 94 th St & Abbot	\$7,225.00
Hardware Investment – 88 th St & Byron	\$12,465.00
Subtotal	\$26,915.00
Bundle Discount (\$) 2,691.50	-\$2,691.50
TOTAL HARDWARE	\$24,223.50

The total hardware fee includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance. Additional charges will be included if changes are made to the project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

Software Investment – 3 Year License Term	Price
Subscription to Avigilon ALTA Aware Cloud, Per Camera 3-year recurring license fee payable in full upfront	\$600 4 \$2,400.00
TOTAL SOFTWARE	\$2,400.00

LIMITED WARRANTY ON SALE

In the event that any part of the security equipment becomes defective, Streamline Voice & Data, Inc. ("Streamline") agrees to make all repairs and replacement of parts without costs to the Customer for a period of one year from the date of installation unless specified differently on this agreement. Streamline reserves the option to either replace or repair the security equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, underground wiring, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. Streamline is not the manufacturer of the equipment and other than Streamline's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. Except as set forth in this agreement, Streamline makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and Streamline shall not be liable for consequential damages. Streamline does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise, or that the system will in all cases provide the protection for which it is installed. Streamline expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse attempted or unauthorized repair service, modification, or improper installation by anyone other than Streamline. Customer acknowledges that any affirmation of fact or promise made by Streamline shall not be deemed to create an express warranty unless included in this agreement in writing; that Customer is not relying on Streamline's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that Streamline has offered additional and more sophisticated equipment for an additional charge which Customer has declined. Customer's exclusive remedy for Streamline's breach of this agreement or negligence to any degree under this agreement is to require Streamline to repair or replace, at Streamline's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted listed in this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, Streamline will procure air permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

1. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** Streamline shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Streamline's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of Streamline, Streamline shall have such additional time for performance as may be reasonably necessary under the circumstances. Customer assumes all risk of loss of material once delivered to the job site. Should Streamline be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay Streamline for such service or material.

2. **TESTING OF SECURITY EQUIPMENT:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Customer, and it is Customer's sole responsibility to test the operation of the security equipment and to notify Streamline if any equipment is in need of repair. Streamline shall not be required to service the security equipment unless it has received notice from Customer, and upon such notice, Streamline shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Customer agrees to test and inspect the security equipment and to advise Streamline of any defect, error or omission in the security equipment. In the event Customer complies with the terms of this agreement and Streamline fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Customer agrees to send notice that the security equipment is in need of repair to Streamline, in writing, by certified or registered mail, return receipt requested, and Customer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Customer shall be precluded from raising the issue that the security equipment was not operating unless the Customer can produce a post office certified or registered receipt signed by Streamline, evidencing that warranty service was requested by Customer.

3. **CARE AND SERVICE OF SECURITY EQUIPMENT:** Customer agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs replacement or alteration of the security equipment made by reason of alteration to Customer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Batteries, electrical surges, lightning damage software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service and will be repaired or replaced at Customer's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without Streamline's written consent otherwise the warranty will be voided.

4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Customer agrees to furnish, at Customer's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by Streamline.

5. **LIEN LAW:** Streamline or any subcontractor engaged by Streamline to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

6. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Customer agrees to defend advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless Streamline, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Customer, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by Streamline's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against Streamline or Streamline's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of Streamline, which shall not unreasonably be withheld. Streamline shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

7. **EXCULPATORY CLAUSE:** Streamline and Customer agree that Streamline is not an insurer, and no insurance coverage is offered herein. The security system, equipment, and Streamline's and its subcontractors' services are designed to detect and reduce certain risks of loss, though Streamline does not guarantee that no loss or damage will occur. Streamline is not assuming liability, and, therefore, shall not be liable to Customer or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Customer or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Streamline's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

8. **INSURANCE / ALLOCATION OF RISK:** Customer shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage. The parties intend that the Customer assume all potential risk and damage that may arise by reason of failure of the equipment, system or Streamline's services and that Customer will look to its own insurance carrier for any loss or assume the risk of loss. Streamline shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer waive all rights against Streamline and its subcontractors for loss or damages caused by perils intended to be detected by Streamline's services or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

9. **LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT, EXCEPT FOR STREAMLINE'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF STREAMLINE AS A RESULT OF STREAMLINE'S BREACH OF THIS CONTRACT NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF STREAMLINE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR TORT, THAT STREAMLINE'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00. IF CUSTOMER WISHES TO INCREASE STREAMLINE'S AMOUNT OF LIMITATION OF LIABILITY, CUSTOMER MAY AS A MATTER OF RIGHT AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH STREAMLINE'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, STREAMLINE'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

10. **LEGAL ACTION/ BREACH/ LIQUIDATED DAMAGES/ AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by Streamline, the payments to be made by the Customer for the term of this agreement form an integral part of Streamline's anticipated profits; that in the event of Customer's default it would be difficult if not impossible to fix Streamline's actual damages. Therefore in the event Customer defaults in any payment or charges to be paid to Streamline, Customer shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and Streamline shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Customer of any obligation herein.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by Streamline against Customer, Customer shall not be permitted to interpose any counterclaim. CUSTOMER MAY BRING CLAIMS AGAINST STREAMLINE ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT INCLUDING ISSUES OF ARBITRABILITY SHALL, AT THE OPTION OF ANY PARTY BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where Streamline's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Customer may have or bring against Streamline in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT CUSTOMER IS WAIVING CUSTOMER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

11. **STREAMLINE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that Streamline is authorized and permitted to subcontract any services to be provided by Streamline to third parties who may be independent of Streamline, and that Streamline shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer appoints Streamline to act as Customer's agent with respect to such third parties, except that Streamline shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to Streamline's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of Streamline.

12. **FULL AGREEMENT/ SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Customer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

ACCEPTANCE:

TOWN OF SURFSIDE

Streamline Voice & Data, Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Proposal for:

TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154



Prepared By:

ROBERT VILLANO
STREAMLINE VOICE & DATA, INC.

Ph: (305) 577-8800

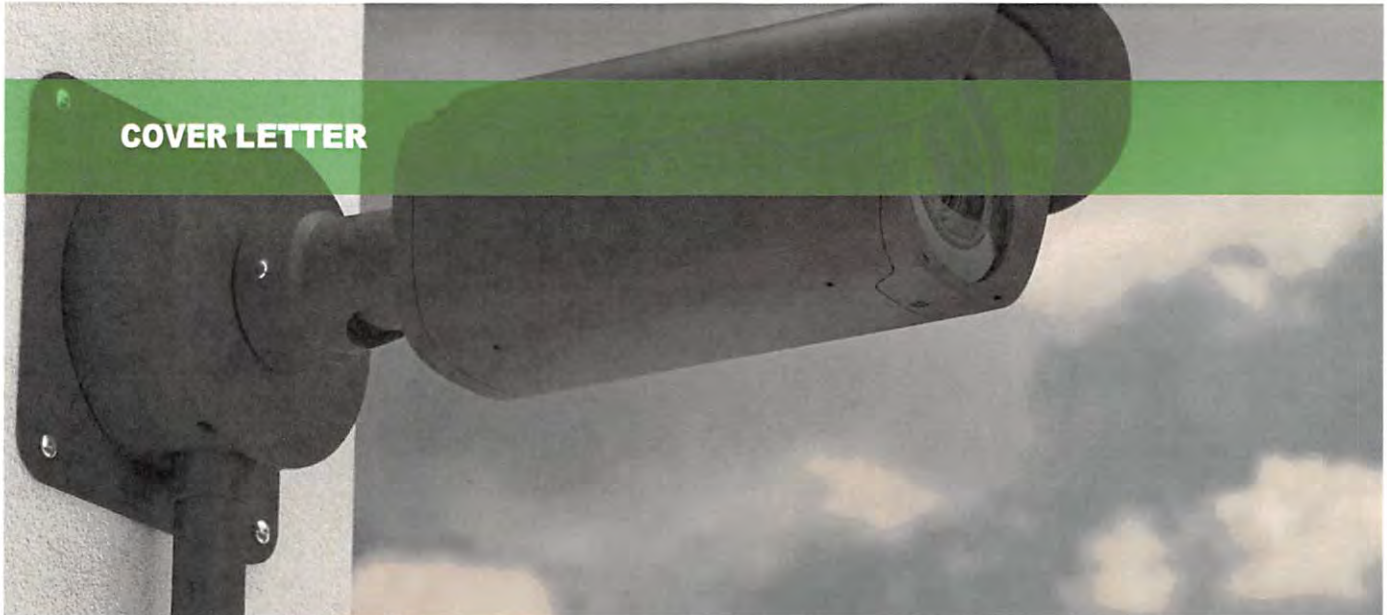
Fax: (305) 577-9901

rvillano@streamlinevoice.com

**CLOUD LICENSE PLATE READER SYSTEM
SUBSCRIPTION**

PROPOSAL DATED:

August 14, 2023



Dear Hector Gomez,

Thank you for allowing us to provide a proposal for a new cloud license plate reader system at Town of Surfside. Streamline Voice & Data created this proposal with all of Town of Surfside's needs in mind, designing a system that will not only enhance the property, but create a safer community as well.

Streamline Voice & Data provides customers with a centralized and streamlined approach to the procurement of telecommunications and data solutions. Our approach includes identifying and vetting partner companies to ensure top notch service to our customers. For cloud surveillance solutions, Streamline partners with AT&I Systems, experts in access control and video surveillance. AT&I Systems has more than 25 years' experience in protecting customers' most valuable assets. Together with AT&I, we have extensive experience working on commercial quality surveillance systems, using only products that we can put our name behind.

We're committed to the success of your project. Personalized service and one-on-one attention are the cornerstones of our philosophy. We intend to install a system that will last for years to come, having the same picture quality on day 2,500 as it did on day 1.

All the best,

Robert Villano

INVESTMENT

Hardware Investment			Price
Hardware, wire misc. per entry Includes wire, mounting hardware, conduit, etc	\$650	2	\$1,300
Outdoor Weatherproof Enclosure Integrated DIN rails, NEMA, weatherproof, fan-cooled.	\$895	1	\$895
Custom Fabricated Camera Post Includes installation	\$595	1	\$595
Installation, programming, training per device Installation of two L6Q Quick Deploy LPR Cameras at Byron and 88 th (Cameras billed as yearly subscription as outlined below)	\$1,500	2	\$3,000
TOTAL			\$5,790

Subscription Investment			Price
Subscription to Vigilant LPR/Per Year <ul style="list-style-type: none"> • Real-time LPR Analytics. Capture plates up to 100MPH. • Software/Firmware Updates: Guarantees a future-proof system. New updates can range from extra security features to new advanced analytics. • Includes Vigilant license, extended warranty, product refresh license. 	\$4,450	2	\$8,900
Subscription to Mobile Companion App/Per Year <ul style="list-style-type: none"> • Allows phone/ mobile device to turn into a mobile scanner. Allows plates to be scanned by phone. • Two licenses provided to test out solution. Can expanded later on. 	\$189	2	\$378

PROJECT SUMMARY



This quote provides an outline and estimate of costs for the Town of Surfside surveillance system project. The project includes:

- The installation of two (2) L6Q Quick Deploy Cameras at the 88th St and Byron intersection in Surfside, FL.
- LPR 001 will be installed on the same post we will be installing an Avigilon ALTA Quad Camera on. We will use all the existing infrastructure to be provided for that project. If that project does not move forward, we would need to readjust pricing.
- LPR 002 will be installed on its own post. Surfside to provide power at the location of this camera.
- The LPR cameras are cellular enabled and Town of Surfside to provide sim cards at reduced cost.

The project does not include, unless otherwise stated, electrical wiring, control wiring, concrete pads, removal and replacement of paving stone, saw cutting of asphalt, telephone lines, computers, Knox box, permits (if required) or any unforeseen damage.

YEAR ONE INVESTMENT

\$15,068.00

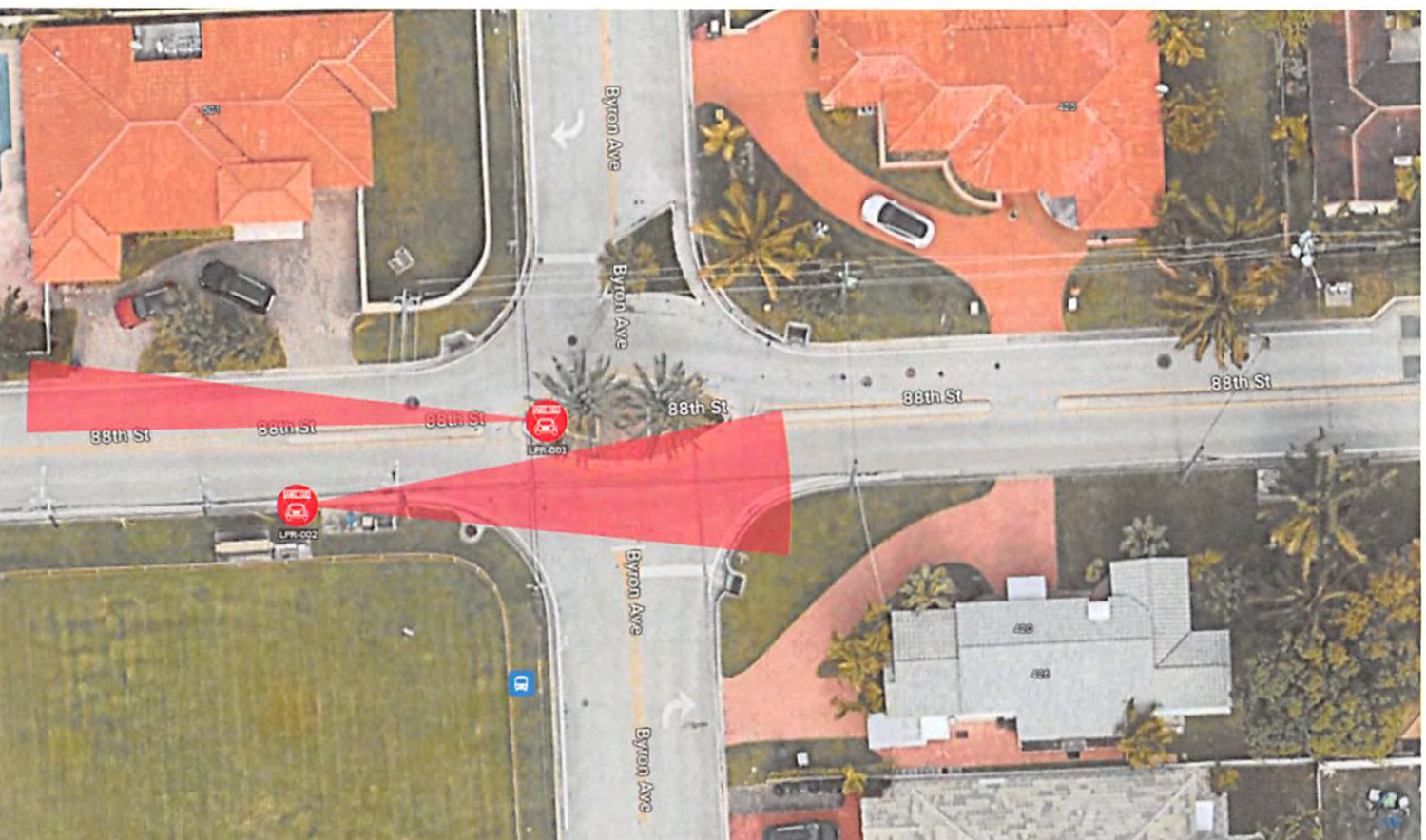
Includes project management, equipment, materials, labor, scheduling, supervision and quality assurance. Includes Mobile Companion (\$189 per license per year).

SUBSEQUENT YEARLY INVESTMENT

\$8,900.00 (2 cameras/year)

\$378 (2 Mobile Companion licenses/year)

88thbyronlpr - June 30th, 2023





L6Q QUICK-DEPLOY LICENSE PLATE RECOGNITION CAMERA SYSTEM

RAPID INSTALL, RAPID INSIGHTS

The Motorola Solutions L6Q license plate reader delivers enhanced safety and security right at the door. Combining License Plate Recognition (LPR) technology with simple installation and ease of use, this radar-based camera triggers when vehicles move at specific speed thresholds, even in total darkness. Paired with Vigilant ClientPortal software, the L6Q adds a layer of efficiency to your security and parking operations with patented analytics and configurable data-sharing capabilities.



QUICK DEPLOYMENT

Install, configure and activate the L6Q on your own within minutes. Mount it on almost any surface and complete the setup with the Mobile Companion app on your Android or iOS device.



TEMPERATURE & WEATHER RESISTANT

Install the L6Q in the hottest and coldest locations with its wide operating temperature range, while its IP67-rated design can withstand varying weather conditions such as rain and snow.



SOLAR, BATTERY & AC/DC POWER OPTIONS

Deploy the L6Q where needed with versatile power options, including solar, AC/DC, as well as a swappable internal battery.



GET THE RIGHT DATA

Configure the L6Q to trigger when vehicles move at specific speeds, up to 100 mph (161 km/h), and travel directions up to 75 ft (23m) away across multiple lanes, and capture the make, model and color.



TAMPER-PROOF WITH PAINTABLE SHROUD

The L6Q is built to be physically secure and to blend in with its surroundings by easily removing and painting its shroud.



ANALYTICS

Benefit from an industry-leading software to manage hot lists and alerts, conduct advanced searches and run patented analytics such as association and location analysis and convoy identification.

For more information, visit the [L6Q Camera System webpage](#)



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LIMITED WARRANTY ON SALE

In the event that any part of the security equipment becomes defective, Streamline Voice & Data, Inc. ("Streamline") agrees to make all repairs and replacement of parts without costs to the Customer for a period of one year from the date of installation unless specified differently on this agreement. Streamline reserves the option to either replace or repair the security equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, underground wiring, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. Streamline is not the manufacturer of the equipment and other than Streamline's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. Except as set forth in this agreement, Streamline makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and Streamline shall not be liable for consequential damages. Streamline does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. Streamline expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse attempted or unauthorized repair service, modification, or improper installation by anyone other than Streamline. Customer acknowledges that any affirmation of fact or promise made by Streamline shall not be deemed to create an express warranty unless included in this agreement in writing: that Customer is not relying on Streamline's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that Streamline has offered additional and more sophisticated equipment for an additional charge which Customer has declined. Customer's exclusive remedy for Streamline's breach of this agreement or negligence to any degree under this agreement is to require Streamline to repair or replace, at Streamline's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted listed in this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, Streamline will procure air permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

1. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** Streamline shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Streamline's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of Streamline, Streamline shall have such additional time for performance as may be reasonably necessary under the circumstances. Customer assumes all risk of loss of material once delivered to the job site. Should Streamline be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay Streamline for such service or material.

2. **TESTING OF SECURITY EQUIPMENT:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Customer, and it is Customer's sole responsibility to test the operation of the security equipment and to notify Streamline if any equipment is in need of repair. Streamline shall not be required to service the security equipment unless it has received notice from Customer, and upon such notice, Streamline shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Customer agrees to test and inspect the security equipment and to advise Streamline of any defect, error or omission in the security equipment. In the event Customer complies with the terms of this agreement and Streamline fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Customer agrees to send notice that the security equipment is in need of repair to Streamline, in writing, by certified or registered mail, return receipt requested, and Customer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Customer shall be precluded from raising the issue that the security equipment was not operating unless the Customer can produce a post office certified or registered receipt signed by Streamline, evidencing that warranty service was requested by Customer.

3. **CARE AND SERVICE OF SECURITY EQUIPMENT:** Customer agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs replacement or alteration of the security equipment made by reason of alteration to Customer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Batteries, electrical surges, lightning damage software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service and will be repaired or replaced at Customer's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without Streamline's written consent

otherwise the warranty will be voided.

4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Customer agrees to furnish, at Customer's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by Streamline.

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12. **FULL AGREEMENT/ SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Customer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

ACCEPTANCE:

TOWN OF SURFSIDE

Streamline Voice & Data, Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

AVIGILON ALTA (JAVA SECURITY) END USER LICENSE AGREEMENT

AVIGILON ALTA (JAVA SECURITY) is a software product developed by Avigilon Systems, Inc. ("Avigilon") for use by end users. This End User License Agreement ("EULA") governs the use of AVIGILON ALTA (JAVA SECURITY) by you ("User").

Grant of license

Avigilon grants you a limited, non-exclusive license to use AVIGILON ALTA (JAVA SECURITY) on one computer system for personal or internal business use only.

Evaluation products

AVIGILON ALTA (JAVA SECURITY) may be an evaluation product. If so, it is provided for your trial use only. You may not use the evaluation product in production environments.

Restrictions and limitations

You may not copy, modify, or redistribute AVIGILON ALTA (JAVA SECURITY) or its contents. You may not use AVIGILON ALTA (JAVA SECURITY) for any purpose not intended by Avigilon.

Change control

Avigilon reserves the right to modify or discontinue AVIGILON ALTA (JAVA SECURITY) at any time without notice.

Downgrade rights

Avigilon may, in its sole discretion, downgrade AVIGILON ALTA (JAVA SECURITY) without notice to a lower version.

Rights and ownership

AVIGILON ALTA (JAVA SECURITY) is the property of Avigilon. All rights are reserved.

Links to third party sites

AVIGILON ALTA (JAVA SECURITY) may contain links to third-party websites. Avigilon is not responsible for the content of these sites.

Acceptable user restrictions

Users must adhere to applicable laws and regulations, and must not use AVIGILON ALTA (JAVA SECURITY) to engage in any illegal activity.

Consent to use of data

By using AVIGILON ALTA (JAVA SECURITY), you consent to the collection, use, and disclosure of your personal information.

Additional software and service

AVIGILON ALTA (JAVA SECURITY) may require additional software or services from third parties.

Limitations and exclusions of liability

AVIGILON ALTA (JAVA SECURITY) is provided "AS IS" without warranty. Avigilon disclaims liability for any damages resulting from its use.

Force majeure

Avigilon is not liable for any failure to perform AVIGILON ALTA (JAVA SECURITY) due to force majeure events.

Exclusion of warranties and other terms

AVIGILON ALTA (JAVA SECURITY) is provided without warranty. Avigilon disclaims any warranties.

Reverse-engineered code

You may not reverse engineer, decompile, or disassemble AVIGILON ALTA (JAVA SECURITY) or its source code.

Confidentiality

AVIGILON ALTA (JAVA SECURITY) may contain confidential information. You must protect this information and not disclose it to third parties.

Termination

Avigilon reserves the right to terminate your license if you violate the terms of this EULA.

Third party rights

Avigilon is not responsible for the actions or omissions of third parties using AVIGILON ALTA (JAVA SECURITY).

Export restrictions

AVIGILON ALTA (JAVA SECURITY) is subject to export control laws. You must comply with all applicable regulations.

Amendment and waiver

Avigilon may amend this EULA at any time. Your continued use of AVIGILON ALTA (JAVA SECURITY) constitutes your acceptance of the amended terms.

Severance

If any provision of this EULA is held to be unenforceable, the remaining provisions shall remain in full force and effect.

Entire agreement

This EULA constitutes the entire agreement between you and Avigilon regarding the use of AVIGILON ALTA (JAVA SECURITY).

Governing law and jurisdiction

This EULA is governed by the laws of the State of California, USA. The courts of California shall have jurisdiction over any dispute.

AVIGILON ALTA (JAVA SECURITY) is a registered trademark of Avigilon Systems, Inc.

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
STREAMLINE VOICE & DATA, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **STREAMLINE VOICE & DATA, INC.**, a Florida corporation, (hereinafter, the “Consultant”).

WHEREAS, the Town desires to purchase and install video surveillance and recording camera systems (the “Surveillance Equipment”) and related annual software subscription license (the “Surveillance Software”) and License Plate Readers (LPRs) (the “LPR Equipment”) and related annual software subscription license (the “LPR Software”) for various critical intersections located throughout the Town, including 88th Street and Byron Avenue, 94th Street and Abbott Avenue, and 95th Street and Byron Avenue; and

WHEREAS, the Consultant will deliver and install the Surveillance Equipment and the LPR Equipment on behalf of the Town and provide the Town with Surveillance Software and LPR Software subscription licenses, all as further set forth in the Quote attached hereto as Composite Exhibit “A” (collectively, the “Services”); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the purchase and installation of the Surveillance Equipment in the amount of \$24,223.50, the Surveillance Software in the amount of \$800.00 annually for three (3) years, the LPR Equipment in the amount of \$5,790.00, and the LPR Software in the amount of \$9,278.00 annually, for a total not to exceed \$40,091.50 during the first year of this Agreement; and

WHEREAS, compensation for the Surveillance Software and LPR Software subscription licenses after the first year of this Agreement shall be in the amount of \$800.00 annually and \$9,278.00 annually, respectively, for a total not to exceed \$10,078.00 annually; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1.** Consultant shall provide the Services set forth in the Quote attached hereto as Composite Exhibit “A” and incorporated herein by reference. Specifically, within thirty (30) days of the Effective Date of this Agreement, the Consultant shall deliver and install the Surveillance Equipment and LPR Equipment and provide subscription licenses for the Surveillance Software and LPR Software necessary for the Surveillance Equipment and LPR Equipment.

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in an amount not to exceed \$40,091.50 during the first year of the Agreement and \$10,078.00 annually thereafter in accordance with the Quote attached hereto as Composite Exhibit “A.” Specifically, the Consultant shall be compensated as follows:

3.1.1. Delivery and installation of Surveillance Equipment: one-time fee of \$24,223.50;

3.1.2. Delivery and installation of LPR Equipment: one-time fee of \$5,790.00;

3.1.3. Surveillance Software: annual fee of \$800.00; and

3.1.4. LPR Software: annual fee of \$9,728.00.

3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager’s sole and absolute discretion.

5. Town’s Responsibilities.

- 5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

- 8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.1.5. Cyberliability Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3.** Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE
CONSULTANT HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
28. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Hector Gomez
Acting Town Manager

By: _____

Name: _____

Title: _____

Attest:

Entity:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

Hector Gomez
Town of Surfside
Attn: Acting Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"
COMPOSITE QUOTE



MEMORANDUM

ITEM NO. 3G.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Authorization to Execute Project Agreement with Kimley-Horn and Associates, Inc. for Project Management of the Town's Utilities Undergrounding Project**

Town Administration recommends that the Commission authorize the Town Manager to execute a project agreement and to expend up to \$290,700 for the purpose of engaging with Kimley-Horn and Associates, Inc. as project management firm for the undergrounding of the Town's utilities.

Background: On December 8th, 2020, the Town approved Resolution No. 2020-2743, engaging HPF Associates, Inc. as a consultant for project management support services related to the Utilities Undergrounding project, with a budget of \$25,000.00. Subsequently, on January 14th, 2021, the Town passed Resolution No. 2021-2752, increasing HPF's allocated amount by \$15,000, bringing the total to \$40,000.00. Both resolutions were to obtain an estimate of probable cost for referendum ballot question and schematic. The two resolutions constituted Phase I of the project management tasks.

On May 10th, 2022, the Town approved an amendment to the project management services agreement with HPF, allowing for additional services under Phase II, not to exceed \$184,625.88. Further, on April 18th, 2023, the Town authorized a second amendment for Phase IIA, capping the amount at \$174,015.63.

Recent Developments: On May 1st, 2023, the Town received a letter from HPF Associates, Inc., expressing their intent to terminate the agreement dated January 27, 2021. The Town officially terminated the agreement with HPF Associates on May 4th, 2023. Upon termination of the agreement, the funding allocated towards Phase IIA, in the amount of \$174,015.63, was released from encumbrance and therefore, remains unused.

In response to this situation, the Town Administration initiated internal discussions to

determine the appropriate course of action. Meetings were conducted with major utility providers—FP&L, AT&T, and Breezeline—as well as the project engineer, KCI Technologies, to assess the current project status.

Assessment and Proposed Approach: After thorough review the Town Administration determined that the design was still in an early initial state. KCI Technologies had begun surveying work specific to the alleyway for right-of-way mapping. Breezeline was refining design and cost estimates, AT&T awaited design feedback, and FP&L requested direction on project design and construction approaches.

Recognizing the need for specialized expertise in design and construction management, the Town Administration decided to seek a project management firm with a strong engineering background. As a result, an evaluation was conducted among the Town's pool of engineering firms. After careful consideration, Kimely-Horn & Associates (KHA) emerged as the most suitable candidate, given their extensive utility undergrounding project portfolio, project management track record, and positive reputation with utility providers. Refer to Attachment A - KHA Portfolio.

KHA's Proposed Approach: KHA presented a project management proposal that introduces a new strategy. KHA suggested breaking down project management into three phases, corresponding to the segmented design plans adopted by the utility providers. The phases are composed of areas within the Town that divide the project into north, central and south sections. This approach enables KHA to oversee the entire project while focusing on one area at a time for implementation. Additionally, it allows the Town to fund the project in a more fiscally responsible approach.

The proposal outlines project management costs for each area as follows:

- Area 1 - South: \$96,900
- Area 2 - Central: \$96,900
- Area 3 - North: \$96,900

These figures encompass all project management coordination, meetings, and related activities, over the course of three years (or equivalent).

Recommendation: The Town finds KHA's proposed approach highly favorable. By dividing the project into manageable areas in line with utility providers' design and construction methodologies, KHA's strategy offers flexibility and efficiency. This will prevent project delays by addressing individual challenges per area and avoiding bottlenecks that could hinder overall progress.

The Town Administration recommends entering into a project management agreement with Kimely-Horn & Associates (KHA) for a total amount of \$290,700.00, covering project management services across all three areas.

Administration believes that this new partnership will ensure the successful implementation of the Utilities Undergrounding Project, leveraging KHA's expertise and the strategic breakdown of the project into manageable phases. We look forward to your consideration of this recommendation.

Resolution_Approving_Project_Agreement_with_Kimley-
Horn_for_Program_Management_Services2.pdf

Attachment A - Kimley Horn Program Management Proposal

Attachment B - Project Agreement-Program Management - Utilities Undergrounding Project

RESOLUTION NO. 2023-_____

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

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

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

WHEREAS, pursuant to Resolution No. 2020-2752 adopted on January 14, 2021, the Town engaged HPF Associates, Inc. ("HPF") for project management support services for Phase I of the Project by (i) approving a professional services agreement (the "HPF Agreement"), and (ii) increasing the Town Manager's expenditure authority to engage HPF for a total not to exceed \$40,000; and

WHEREAS, on May 10, 2022, the Town Commission approved an amendment to the HPF Agreement for services in connection with Phase II of the Project, in an amount not to exceed \$184,625.88; and

WHEREAS, the Town Commission authorized a second amendment for Phase IIA on April 18th, 2023, in an amount not to exceed \$174,015.63; and

WHEREAS, subsequently, on May 4, 2023, the HPF Agreement was terminated by mutual agreement of the Town and HPF; and

WHEREAS, as a result, the Town is in need of program management services for the Project and desires to engage a firm with specialized expertise in design and construction management; and

WHEREAS, having thoroughly assessed the status of the Project, and upon evaluation of the Town's pre-qualified engineer firms, the Town Administration requested a proposal from Kimley-Horn and Associates, Inc. (the "Kimley-Horn"); and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town wishes to retain Kimley-Horn for professional engineering services, including program management services for the Project, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal, attached hereto as Exhibit "A", and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Agreement") attached hereto as Exhibit "B", authorizing the Consultant to provide program management services for the Project (the "Services"); and

WHEREAS, the Proposal and Agreement, attached hereto as Exhibits "A" and "B", respectively, provide for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of \$290,700; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal attached hereto as Exhibit “A” and the Agreement attached hereto as Exhibit “B”, in substantially the form attached, and authorize the expenditure of such funds; and

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

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

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

Section 2. Approval of Proposal and Agreement. The Proposal, attached hereto as Exhibit “A”, and the Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “B”, are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “B” with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed \$290,700.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



August 16, 2023

Hector Gomez
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Surfside Undergrounding – Program Management

Dear Hector:

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this proposal (the “Agreement”) to the Town of Surfside (“Town”) for providing program management services related to the undergrounding of existing overhead utilities within the Town’s municipal boundaries. Our project understanding, scope of services, and fee follow.

PROJECT UNDERSTANDING

The Town has requested a proposal for program management for undergrounding overhead utilities within the Town’s municipal boundaries. It is understood that there are multiple utilities on the utility poles throughout the Town. These poles and lines are generally located in the public rights-of-way. New underground electric and communications infrastructure is desired to be installed within the road rights-of-way and in new easements, where required. Once the new facilities have been installed, activated, and the services cut over, the existing overhead wires and the poles will be removed. Kimley-Horn will perform program management services to assist the Town in managing the design phase of the improvements. Our services will generally consist of schedule and budget tracking, along with regular reporting to the Town staff and elected officials regarding progress. We have broken up our services to correspond to the program areas that have been previously established between the Town and the utility providers. We are assuming the design will occur over three consecutive years with each area having a 12-month duration.

Area 1 – South of the program can generally be defined as east of Hawthorne Avenue and south of 91st Street. Area 2 – Central can generally be defined as from the Area 1 – South boundary to south of 93rd Street. Area 3 – North can generally be defined as north of 93rd Street.

Based on this understanding, our detailed scope of services is provided below.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Area 1 – South – Program Management

Kimley-Horn will provide the following project management services related to initiating, planning, and executing the design phase for the Area 1 – South area of the project:

- Project schedule development and updates (monthly, up to 12)
- Budget tracking (monthly, up to 12)
- Progress reports (monthly, up to 12)
- Town Commission updates (monthly, up to 12)

Area 1 – South – Meetings

Kimley-Horn will attend scheduled project meetings as described below:

- Project kickoff meeting
- Progress meetings (virtual, monthly, up to 12)
- Town Commission meetings (up to 12)
- Stakeholder meetings (up to 3)

Area 2 – Central – Program Management

Kimley-Horn will provide the following project management services related to initiating, planning, and executing the design phase for the Area 2 – Central area of the project:

- Project schedule development and updates (monthly, up to 12)
- Budget tracking (monthly, up to 12)
- Progress reports (monthly, up to 12)
- Town Commission updates (monthly, up to 12)

Area 2 – Central – Meetings

Kimley-Horn will attend scheduled project meetings as described below:

- Project kickoff meeting
- Progress meetings (virtual, monthly, up to 12)
- Town Commission meetings (up to 12)
- Stakeholder meetings (up to 3)

Area 3 – North – Program Management

Kimley-Horn will provide the following project management services related to initiating, planning, and executing the design phase for the Area 3 – North area of the project:

- Project schedule updates (monthly, up to 12)
- Budget tracking (monthly, up to 12)
- Progress reports (monthly, up to 12)
- Town Commission updates (monthly, up to 12)

Area 3 – North – Meetings

Kimley-Horn will attend scheduled project meetings as described below:

- Project kickoff meeting
- Progress meetings (virtual, monthly, up to 12)
- Town Commission meetings (up to 12)
- Stakeholder meetings (up to 3)

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and performed based on proposals approved prior to performance of the additional services.

INFORMATION AND SERVICES PROVIDED BY THE TOWN

We shall be entitled to rely on the completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The Town shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to Town facilities for public meetings, as needed

SCHEDULE

Kimley-Horn will perform the scope above as expeditiously as practical to meet a mutually-agreed-upon schedule.

FEE AND BILLING

Kimley-Horn will perform the Scope of Services for the total lump sum fees listed below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Town. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Area 1 – South – Program Management	\$ 32,400
Area 1 – South – Meetings	\$ 64,500
Area 2 – Central – Program Management	\$ 32,400
Area 2 – Central – Meetings	\$ 64,500
Area 3 – North – Program Management	\$ 32,400
Area 3 – North – Meetings	\$ 64,500
<hr/> Total Lump Sum Fee	\$290,700

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Continuing Services Agreement dated April 2, 2021, which are incorporated by reference. As used in the agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Town" shall refer to the Town of Surfside, Florida.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to the Town. Please contact me at (561) 840-0843 or brett.johnson@kimley-horn.com if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President / Principal



Brett Johnson, P.E.
Project Manager

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Utilities Undergrounding Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Utilities Undergrounding Project

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as “Consultant”) dated April 2, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2023, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **PROGRAM MANAGEMENT SERVICES** for the Utilities Undergrounding Project and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “A,” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “A.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit “A.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee of \$290,700.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Hector Gomez, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]



MEMORANDUM

ITEM NO. 3H.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Authorization to Execute Project Agreement with Kimley-Horn and Associates, Inc. and Expend Funds for Design and Engineering Services for the Town's Utilities Undergrounding Project**

Town Administration recommends that the Town Commission authorize the Town Manager to execute a Project Agreement with Kimley-Horn and Associates, Inc. for scope of work as outlined in Kimley-Horn and Associates, Inc. proposal dated August 18, 2023, and expend up to \$2,431,400 for scope of work outlined.

Background: During the Commission meeting held on December 2, 2020, the Town Administration was granted authorization by the Town Commission to allocate funds towards the Florida Power & Light (FPL) binding cost estimate. This resolution also directed engagement with HPF Associates, Inc. for project management services and the preparation of the non-FPL portion of the cost estimate. Concurrently, the Town retained KCI Technologies, Inc. from the continuing services engineering pool to initiate Phase I of the project, which involved Utility Coordination Plans to a 50% level, aiming to establish an estimated cost of the project.

At the Town Commission meeting on April 12, 2022, the Town was authorized to proceed with the utilities undergrounding project Phase II activities, leading to the retention of KCI Technologies, Inc. for Phase II work involving the development of 100% construction coordination drawings. The budget for Phase II was set at \$1,471,855.

However, in May of 2023, HPF Associates, Inc. resigned from their project management role with the Town, prompting the Town to reassess the project's trajectory. Consequently, the Town terminated HPF Associates, Inc. agreement for project management services as well as the Phase II project agreement with KCI Technologies, Inc.

Reevaluation and Path Forward: After thorough evaluation of the project's status and discussions with utility providers, KCI Technologies, and other stakeholders during the summer of 2023, the Town Administration concluded that the existing project approach required realignment. It was determined that Kimley-Horn and Associates, Inc. (KHA) was the best-suited consulting firm to take over both the project management and design aspects of the project. Their expertise extends beyond project management, positioning them as the ideal candidates for providing design services as well.

Strategic Expertise and Proposal Breakdown: KHA have already demonstrated their remarkable insight by offering invaluable feedback and guidance. Notably, they recommended essential surveying measures to proactively address potential construction challenges that may arise during the project's implementation phase. This proactive approach will equip the Town to anticipate and mitigate obstacles effectively. The proposal received from KHA on August 18, 2023, encapsulates the following scope of services and cost breakdown:

- **Design Services:** KHA will conduct detailed site visits to assess field conditions and identify existing meter locations essential for service routing. They will collaborate with utility providers to develop a conduit routing plan and schematic service line routes for homes and businesses. This service also includes creating a base map integrating known utility records, aiding in design coordination. Additionally, electrical service sizing for customer-owned services will be provided, ensuring compliance with National Electrical Code requirements. The turnkey design process will provide all the necessary documents for construction which also includes utility facilities locations.
- **Surveys:** KHA will engage a surveyor to perform a route of line survey of public rights-of-way and accessible alleyways/easements. This will include rim and invert elevations for storm and sanitary utilities, along with topographical spot elevations and identification of landscape areas. The survey will aid in design accuracy and installation of proposed improvements. Survey will also include sub-surface exploration of key conflicts.
- **Easement Assistance:** KHA will coordinate with the Town's Project Manager during the easement acquisition process. They will develop easement exhibits, attend field meetings with property owners, and provide legal sketches and descriptions for proposed easements. This service aims to facilitate smooth discussions and agreements with property owners. The lead on easement allocation will be handled by KHA.
- **Permitting Assistance:** KHA will respond to permitting agency requests for additional information during the permitting process. They will also review and summarize the results of the bidding process, providing valuable insights for project progression. Critical permits are to include subaqueous crossings permits and State permits.
- **Bid Phase Services:** KHA will prepare construction documents for bidding, attend pre-bid meetings, and respond to requests for clarification during the bidding process. They will review the apparent low bid received and present a summary memorandum detailing the results of the bidding process.

Cost Breakdown: KHA has provided a detailed cost breakdown for their comprehensive services:

- Area I - South
 - Design Services: \$587,400
 - Survey: \$172,100
 - Easement Assistance: \$39,800
 - Permitting Assistance: \$16,000
 - Bid Phase Services: \$14,800
- Area II - Central
 - Design Services: \$611,400
 - Survey: \$154,100
 - Easement Assistance: \$37,500
 - Permitting Assistance: \$85,800
 - Bid Phase Services: \$14,800
- Area III - North
 - Design Services: \$463,200
 - Survey: \$115,700
 - Easement Assistance: \$88,000
 - Permitting Assistance: \$16,000
 - Bid Phase Services: \$14,800

Total Lump Sum Fee \$2,431,400

Recommendation: In light of KHA's expertise and their proposed strategy for design and engineering services, the Town Administration highly recommends entering into an agreement with KHA for the Utilities Undergrounding Project. Their proposal aligns with the needs and challenges of the project, including critical surveying and effective design and permitting assistance. The proposal offers new alternatives that will result in long term cost savings. For example, partnering with FPL by using FPL street lighting program rather than the Town owning final streetlights. This will reduce Maintenance costs by having FPL own and maintain lighting systems.

KHA's comprehensive proposal encompasses design services, surveying, easement assistance, permitting assistance, and bid phase services. Their scope ensures that the project progresses smoothly and is adaptable to any challenges encountered during implementation.

Therefore, it is our firm recommendation to engage KHA for design and engineering services. Their involvement will significantly contribute to the success and efficient execution of the Utilities Undergrounding Project.

[Resolution Approving Project Agreement with Kimley Horn for Design Engineering Services - Utilities Undergrounding Project.pdf](#)

[Attachment A - Kimley Horn Design Services Proposal](#)

Attachment B - Project Agreement-Design and Engineering for Utilities Undergrounding Project

RESOLUTION NO. 2023-_____

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

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

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

WHEREAS, pursuant to Resolution No. 2020-2752 adopted on January 14, 2021, the Town engaged HPF Associates, Inc. ("HPF") for project management support services for Phase I of the Project by (i) approving a professional services agreement (the "HPF Agreement"), and (ii) increasing the Town Manager's expenditure authority to engage HPF

WHEREAS, on May 10, 2022, the Town Commission approved an amendment to the HPF Agreement for services in connection with Phase II of the Project, in an amount not to exceed \$184,625.88; and

WHEREAS, the Town Commission authorized a second amendment for Phase IIA on April 18th, 2023, in an amount not to exceed \$174,015.63; and

WHEREAS, subsequently, on May 4, 2023, the Town terminated the HPF Agreement for project management services as well as the Phase II project agreement with KCI Technologies, Inc.; and

WHEREAS, as a result, the Town is in need of design and engineering services for the Project; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town has retained Kimley-Horn and Associates, Inc. (the "Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the "CSA"); and

WHEREAS, having thoroughly assessed the status of the Project, including discussions with utility providers and other stakeholders, the Town Administration recommends selecting the Consultant to provide design and engineering services for the Project, including design services, surveying, easement assistance, permitting assistance and bid phase services (the "Services"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal,, attached hereto as Attachment "A", to provide the "Services", and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Agreement"), attached hereto as Attachment "B", authorizing the Consultant to provide the Services for the Project; and

WHEREAS, the Proposal and Agreement, attached hereto as Attachment "A" and "B", respectively, provide for a scope of services detailing the Services to be provided by

the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of \$2,431,400; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal, attached hereto as Attachment “A”, and the Agreement with the Consultant, in substantially the form attached hereto as Attachment “B”, and authorize the expenditure of such funds; and

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

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

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

Section 2. Approval of Proposal and Agreement. The Proposal, attached hereto as Attachment “A”, and the Agreement with the Consultant for the Services, in substantially the form attached hereto as Attachment “B”, are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Attachment “B” with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed \$2,431,400.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 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



August 25, 2023

Hector Gomez
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Surfside Undergrounding – Design Phase Proposal

Dear Hector:

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this proposal (the “Agreement”) to the Town of Surfside (“Town”) for providing engineering services related to the undergrounding of existing overhead utilities within the Town’s municipal boundaries. Our project understanding, scope of services, and fee follow.

PROJECT UNDERSTANDING

The Town has requested a proposal for undergrounding design services for undergrounding overhead utilities within the Town’s municipal boundaries. It is understood that there are multiple utilities on the utility poles throughout the Town. These poles and lines are generally located in the public rights-of-way. New underground electric and communications infrastructure is desired to be installed within the road rights-of-way and in new easements, where required. Once the new facilities have been installed, activated, and the services cut over, the existing overhead wires and the poles will be removed. Kimley-Horn will coordinate with the utility providers to develop the electrical and communications infrastructure design for the project. In general, the utility providers will develop the electrical and communications network designs and Kimley-Horn will develop an equipment location and conduit routing plan to support the network designs. It is anticipated that multiple jurisdictional permits will be required to execute the work. Additionally, our initial review of the typical plats in the Town have indicated that sufficient right of way may exist in many areas throughout the Town to contain some of the proposed conduits and equipment without the need for easement acquisition on private properties. However, we do believe that some level of easement acquisition will be required for large pieces of equipment and equipment that cannot be reasonably located in the right of way.

We have broken up our services to correspond to the program areas that have been previously established between the Town and the utility providers. We are assuming the design will occur over three consecutive years with each area having a 12-month duration.

Area 1 – South of the program can generally be defined as east of Hawthorne Avenue and south of 91st Street. Area 2 – Central can generally be defined as from the Area 1 – South boundary to south of 93rd Street. Area 3 – North can generally be defined as north of 93rd Street.

In developing our Scope of Services, Kimley-Horn assumes the following:

- Florida Power & Light Company (FPL) will provide conduit, cable, and equipment network designs for the conversion of their electric power facilities which will be merged into the consolidated plan set. Kimley-Horn will provide construction plans to supplement the FPL conduit and equipment pad installations. The FPL network designs previously obtained by the Town will be used as a basis for our design.
- The telephone company (AT&T) and the CATV company (Breezeline) will provide schematic plans depicting conduit sizes, conduit locations, pull boxes, and cabinet equipment required to accommodate their new underground facilities. Kimley-Horn will provide construction plans for installing telephone and CATV conduits and pull/splice boxes. The telephone and CATV companies will provide all drawings for their crews to utilize in installing their cable and equipment.
- FPL, AT&T, and Breezeline engineering deposits are not included in our scope or fee and are understood to have been previously paid for by the Town.
- It is understood that the Town is willing to enter into a right-of-way (ROW) agreement with FPL for the installation of FPL facilities within the rights-of-way.
- The project intent is to not impact existing drainage capacity, patterns or flows. As a result, this scope of services does not include drainage design or drainage calculations.
- Maintenance of Traffic (MOT) and dewatering plans, if required, will be provided by the Town's contractor or others.
- It is assumed that the Town will elect the option to perform the electrical equipment and cabling installation and service cut-over for FPL. This will limit FPL's installation activities to setting make-ready poles, limited switching operations, and pole removal. It is assumed that AT&T and Breezeline will install cabling and equipment and perform their own customer cut-overs to the new underground system.

Based on this understanding, our detailed scope of services is provided below.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Area 1 – South – Design Services

Kimley-Horn will conduct site visits to review the field conditions and identify existing meter locations necessary for service routing. Letter notification mailers will be prepared and sent by the Town to affected residents. A design ticket will be called into Sunshine 811 to obtain and review available utility record drawings and data for the project that may impact the design.

Kimley-Horn will engage a surveyor to perform a route of line survey of the public rights-of-way and accessible alleyways/easements. Rim and invert elevations for storm and sanitary utilities will be provided to aid both the design and installation of the proposed improvements. Topographical spot elevations will be shown on 100-foot intervals with additional detail at each intersection. Landscape

areas will be identified, and trees larger than 6-inch in diameter within 4-feet of the edge-of-pavement will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 15-foot deep standard penetration tests will be performed within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to sixty (60) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Town will pay the engineering and design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey to develop a base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to six commercial/customer-owned (6) services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the Town's Building Department will reference the construction documents and be handled by the Town's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is anticipated that the final construction documents may contain the following information:

- Key Sheet
- General Notes
- Project Layout Sheet
- Electrical Conduit / Equipment Plans
- Communications Conduit / Equipment Plans

- Profiles in Florida Department of Transportation Right-of-Way
- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Landscape Table
- Landscape Details
- Survey
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestones:

- Survey Complete
- Base Map Complete
- Equipment and Conduit Routing Plan Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment and Conduit Routing Plan submittal. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the Conduit Routing Plan submittal.

Area 1 – South – Easement Assistance

Kimley-Horn will coordinate with the Town's Project Manager during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results directly for the Town.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electric and communications equipment. We will attend field meetings led by the Town's Project Manager with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to fifteen (15) easements will be coordinated under this task.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town and therefore have not been included in our scope of services.

Area 1 – South – Permitting Assistance

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation Utility Permit for each utility provider (up to 3 applications)
- Florida Department of Transportation landscaping permit
- Florida Department of Transportation Construction Agreement and Maintenance Memorandum of Agreement

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Town shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

Town right-of-way and building permits, if required for construction, will be obtained by the Town's contractor during construction.

Area 1 – South – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

Area 2 – Central – Design Services

Kimley-Horn will conduct site visits to review the field conditions and identify existing meter locations necessary for service routing. Letter notification mailers will be prepared and sent by the Town to affected residents. A design ticket will be called into Sunshine 811 to obtain and review available utility record drawings and data for the project that may impact the design.

Kimley-Horn will engage a surveyor to perform a route of line survey of the public rights-of-way and accessible alleyways/easements. Rim and invert elevations for storm and sanitary utilities will be provided to aid both the design and installation of the proposed improvements. Topographical spot elevations will be shown on 100-foot intervals with additional detail at each intersection. Landscape areas will be identified, and trees larger than 6-inch in diameter within 4-feet of the edge-of-pavement will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide

information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 15-foot deep standard penetration tests will be performed within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to sixty (60) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Town will pay the engineering and design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey to develop a base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to six (6) commercial/customer-owned services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the Town's Building Department will reference the construction documents and be handled by the Town's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is anticipated that the final construction documents may contain the following information:

- Key Sheet
- General Notes
- Project Layout Sheet
- Electrical Conduit / Equipment Plans
- Communications Conduit / Equipment Plans
- Profiles in Florida Department of Transportation Right-of-Way
- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Landscape Table

- Landscape Details
- Survey
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestones:

- Survey Complete
- Base Map Complete
- Equipment and Conduit Routing Plan Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment and Conduit Routing Plan submittal. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the Conduit Routing Plan submittal.

Area 2 – Central – Easement Assistance

Kimley-Horn will coordinate with the Town's Project Manager during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results directly for the Town.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electric and communications equipment. We will attend field meetings led by the Town's Project Manager with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to fourteen (14) easements will be coordinated under this Task.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town and therefore have not been included in our scope of services.

Area 2 – Central – Permitting Assistance

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation Utility Permit for each utility provider (up to 3 applications)
- Florida Department of Transportation landscaping permit
- Florida Department of Transportation Construction Agreement and Maintenance Memorandum of Agreement
- Florida Department of Environmental Protection Environmental Resource Permit

- U.S. Army Corps of Engineers permit and Cultural Resource Assessment Survey
- Miami-Dade County Department of Regulatory and Economic Resources Class I Permit

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Town shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

Kimley-Horn will submit a maximum of one (1) notification package for use of sovereign submerged lands.

Town right-of-way and building permits, if required for construction, will be obtained by the Town's contractor during construction.

Area 2 – Central – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

Area 3 – North – Design Services

Kimley-Horn will conduct site visits to review the field conditions and identify existing meter locations necessary for service routing. Letter notification mailers will be prepared and sent by the Town to affected residents. A design ticket will be called into Sunshine 811 to obtain and review available utility record drawings and data for the project that may impact the design.

Kimley-Horn will engage a surveyor to perform a route of line survey of the public rights-of-way and accessible alleyways/easements. Rim and invert elevations for storm and sanitary utilities will be provided to aid both the design and installation of the proposed improvements. Topographical spot elevations will be shown on 100-foot intervals with additional detail at each intersection. Landscape areas will be identified, and trees larger than 6-inch in diameter within 4-feet of the edge-of-pavement will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 15-foot deep standard penetration tests will be performed within the existing roadways to

gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to thirty (30) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Town will pay the engineering and design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey to develop a base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to seventy-five (75) commercial/customer-owned services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the Town's Building Department will reference the construction documents and be handled by the Town's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is anticipated that the final construction documents may contain the following information:

- Key Sheet
- General Notes
- Project Layout Sheet
- Electrical Conduit / Equipment Plans
- Communications Conduit / Equipment Plans
- Profiles in Florida Department of Transportation Right-of-Way
- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Landscape Table
- Landscape Details

- Survey
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestones:

- Survey Complete
- Base Map Complete
- Equipment and Conduit Routing Plan Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment and Conduit Routing Plan submittal. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the Conduit Routing Plan submittal.

Area 3 – North – Easement Assistance

Kimley-Horn will coordinate with the Town's Project Manager during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results directly for the Town.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electric and communications equipment. We will attend field meetings led by the Town's Project Manager with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to thirty-three (33) easements will be coordinated under this Task.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town and therefore have not been included in our scope of services.

Area 3 – North – Permitting Assistance

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation Utility Permit for each utility provider (up to 3 applications)
- Florida Department of Transportation landscaping permit
- Florida Department of Transportation Construction Agreement and Maintenance Memorandum of Agreement

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Town shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

Town right-of-way and building permits, if required for construction, will be obtained by the Town's contractor during construction.

Area 3 – North – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and performed based on proposals approved prior to performance of the additional services. Additional services we can provide include, but are not limited to, the following:

- Street lighting design
- Roadway resurfacing design
- Construction phase services

INFORMATION AND SERVICES PROVIDED BY THE TOWN

We shall be entitled to rely on the completeness and accuracy of all information and services provided by the Town or the Town's consultants or representatives. The Town shall provide all information and services requested by Kimley-Horn during the project, including but not limited to the following:

- Access to the project area
- Utility record information as may be available
- Direct payment of engineering and design fees assessed by the utility providers
- Town Project Manager services to prepare easement letter notices, coordinate easement meetings, attend easement meetings, prepare easement documentation, coordinate the execution of easements, perform title searches (if required), and record easements
- Available boundary surveys on record with the Building Department within the project area

- Agreement with the utility providers to construct the underground infrastructure in the right-of-way
- Agreement with the electrical utility provider to have the Town’s contractor construct conduit, install cabling, install equipment, and convert services to the underground system

SCHEDULE

Kimley-Horn will perform the scope above as expeditiously as practical to meet a mutually-agreed-upon schedule.

FEE AND BILLING

Kimley-Horn will perform the Scope of Services for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Town. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Area 1 – South – Design Services	\$ 587,400
Area 1 – South – Survey	\$ 172,100
Area 1 – South – Easement Assistance	\$ 39,800
Area 1 – South – Permitting Assistance	\$ 16,000
Area 1 – South – Bid Phase Services	\$ 14,800
Area 2 – Central – Design Services	\$ 611,400
Area 2 – Central – Survey	\$ 154,100
Area 2 – Central – Easement Assistance	\$ 37,500
Area 2 – Central – Permitting Assistance	\$ 85,800
Area 2 – Central – Bid Phase Services	\$ 14,800
Area 3 – North – Design Services	\$ 463,200
Area 3 – North – Survey	\$ 115,700
Area 3 – North – Easement Assistance	\$ 88,000
Area 3 – North – Permitting Assistance	\$ 16,000
Area 3 – North – Bid Phase Services	\$ 14,800
<hr/>	
Total Lump Sum Fee	\$2,431,400

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Continuing Services Agreement dated April 2, 2021, which are incorporated by reference. As used in the agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Town" shall refer to the Town of Surfside, Florida.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to the Town. Please contact me at (561) 840-0843 or brett.johnson@kimley-horn.com if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President / Principal



Brett Johnson, P.E.
Project Manager

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Utilities Undergrounding Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Utilities Undergrounding Project

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as “Consultant”) dated April 2, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2023, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **DESIGN AND ENGINEERING SERVICES** for the Utilities Undergrounding Project and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “A,” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “A.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit “A.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee of \$2,431,400.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Hector Gomez, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]



MEMORANDUM

ITEM NO. 31.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **FY 2023 Budget Amendment Resolution No. 10**

Town Administration recommends approval of Budget Amendment Resolution Number 10

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 \$1,347,450 of fund balance for a transfer to the Capital Projects Fund for the

utilities undergrounding project additional needs.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to:

1. Record a transfer of \$1,347,450 from the General Fund and appropriate those funds for the utilities undergrounding project additional needs for design, engineering, and project management services (\$1,327,545), and other miscellaneous needs (\$19,905).

[Resolution Approving Budget Amendment No. 10](#)

[Attachment A - FY2023 Budget Amendment No. 10](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 10 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 \$1,347,450 of fund balance for a transfer to the Capital Projects Fund for the utilities undergrounding project additional needs, as detailed in Attachment “A” attached hereto; and

WHEREAS, the Capital Project Fund is being amended to record a transfer of \$1,347,450 from the General Fund and appropriate those funds for the utilities undergrounding project additional needs for design, engineering, and project management services, and other miscellaneous needs, 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. 10. 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 ____ day of September, 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. 10
 Fund Nos. 001 General Fund
 301 Capital Projects Fund

9/12/2023

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001-511-392-00-00	Appropriated Fund Balance	Appropriate funds for Utilities Undergrounding project additional needs	\$ 3,121,180	\$ 1,347,450		\$ 4,468,630
TOTAL	GENERAL FUND REVENUES			\$ 1,347,450	\$ -	
EXPENDITURES						
001-7900-581-91-30	Transfers Out-Capital Projects Fund	Transfer to Capital Improvement Projects Fund for Utilities Undergrounding project additional needs	\$ 5,301,375	\$ 1,347,450		\$ 6,648,825
	GENERAL FUND EXPENDITURES			\$ 1,347,450	\$ -	
CAPITAL PROJECTS FUND						
REVENUES						
301-590-381-01-00	Transfers In-General Fund	Transfer from General Fund for Utilities Undergrounding Project	\$ 5,301,375	\$ 1,347,450		\$ 6,648,825
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$ 1,347,450	\$ -	
EXPENDITURES						
301-4400-539-63-50	Utilities Undergrounding	Design, engineering, and project management (\$1,327,545); additional needs for other miscellaneous project costs (\$19,905).	\$ 7,003,455	\$ 1,347,450		\$ 8,350,905
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 1,347,450	\$ -	



MEMORANDUM

ITEM NO. 3J.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Approval and Acceptance of a State-funded Grant Agreement between the State of Florida Department of Commerce and the Town of Surfside for the Downtown Alleyway Surfside Project**

Town Administration recommends approval of the attached resolution.

The Town has been awarded a grant from the State of Florida Department of Commerce for Surfside Downtown Alleyway Improvements which includes both design and construction. The estimated cost of the project is \$1,110,000 with the following funding split as detailed in the Fiscal year 2024 Budget: \$750,000 state appropriation/grant and \$350,000 Town of Surfside local contribution. This project provides for funding that will be used to transform and reformulate downtown back-end alleyways specifically an alley with tremendous potential for improvement located between 94th Street and 96th Street between Harding and Collins Avenue in Surfside, Florida. The funding will also support with the costs to make the alley more walkable for pedestrians and allow for a clear and safe path for commuters.

[Reso Approving Grant with FDOC for Downtiown Alley Project](#)

[Exhibit A - Agreement with the FDOC](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE (FDOC) FOR THE DOWNTOWN ALLEYWAY SURFSIDE PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, for Fiscal Year 2023-2024, the Florida Legislature appropriated \$750,000.00 and awarded the Town of Surfside (“Town”) a grant from the Florida Department of Commerce (“FDOC”) for the Downtown Alleyway Surfside Project (the “Project”), which will be used to transform and reformulate downtown back end alleyways, including supporting the costs to make the alley more walkable for pedestrians, and allow for a clear and safe path for commuters seeking an alternate route; and

WHEREAS, the Project is estimated to cost approximately \$1,100,000, with the remainder of the Project costs to be funded through a \$350,000 minimum match contribution from the Town; and

WHEREAS, the Town desires to accept the Grant and enter into a Grant Agreement, in substantially the form attached hereto as Exhibit “A,” with FDOC (the “Grant Agreement”); and

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

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

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

Section 2. Acceptance and Approval. The Town Commission hereby approves and accepts the Grant from FDOC in the amount of \$750,000 and approves the Grant Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization to Execute Grant Agreement, Amendments. The Town Manager is authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit "A," and any amendments and/or renewals to the Grant Agreement, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Grant Agreement, and any amendments and/or renewals thereto, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 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

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER HL217 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the Town of Surfside, Florida, a Florida Not For Profit Corporation (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2025 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in consideration for Grantee’s performance under this Agreement. Commerce may provide Grantee an advance of Award Funds under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent

upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

- 1. Florida Single Audit Act - Section 215.97, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
- 2. Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov . Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov , or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

- 1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
- 2. Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any

inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' 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 Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from

or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
Town of Surfside	Kristina Brown
9293 Harding Avenue	9293 Harding Avenue
Surfside, FL 33154	Surfside, FL 33154
Telephone No.: (305) 861-4863	Telephone No.: (954) 860-2699
Fax: (305) 861-1302	Fax: (305) 861-1302
	progrant@townofsurfsidefl.gov
Commerce's Agreement Manager:	Commerce's Secondary Agreement Manager:
Demetris Thomas	Toni Clanton
107 East Madison Street MSC B-047	107 East Madison Street MSC B-047
Tallahassee Florida 32399	Tallahassee Florida 32399
Telephone No.: (850) 245-7393	Telephone No.: (850) 245-7456
Fax No.: (850) 245-7470	Fax No.: (850) 245-7470
Demetris.Thomas@commerce.fl.gov	Toni.Clanton@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a

recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

TOWN OF SURSIDE, FLORIDA

By _____
Signature

By _____
Signature

Title J. Alex Kelly
Secretary

Title Hector Gomez
Town Manager

Date _____

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

A. PROJECT DESCRIPTION: For State Fiscal Year 2023-2024, the Florida Legislature appropriated Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in Specific Appropriation line item 2341A, from the General Revenue Fund of Florida's General Appropriation Act, for the Downtown Alleyway- Surfside Project.

Funding will be used to transform and reformulate downtown back end alleyways specifically an alley with tremendous potential for improvement located between 94th Street and 96th Street between Harding and Collins Avenue in Surfside Florida. The funding will also support with the costs to make the alley more walkable for pedestrians, allow for a clear and safe path for commuters seeking a quieter and exciting alternate route around heavier congestion.

B. GRANTEE RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

1. Pre-Construction Phase:

- a. Grantee shall provide supporting documentation to Commerce's Agreement Manager upon request.
- b. Grantee shall provide construction management and project oversight for each approved scope of work item and shall ensure that the Project construction is in accordance with the construction bid/quote. When subcontracting, Grantee shall use properly licensed, Florida-based vendors and contractors.
- c. Submit to Commerce copies of all contracts and subcontracts entered into in furtherance of the project plan, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee's policies and procedures, and with applicable law.
- d. Provide documentation for all work associated with the Project, including but not necessarily limited to, copies of all plans, designs, permits obtained, or required to be obtained, in order to complete the project.
- e. Copies of any performance bond and project insurance pertaining to this Agreement.

2. Construction Phase: Grantee shall complete the following Constructions activities in accordance with the approved plans:

- a. Perform site work/ demolition;
- b. Obtain materials and complete undergrounding utilities along the alley between 94th and 96th street that will include, sewer, water, and underground power as well as communications services.
- c. Complete drainage improvements to mitigate puddling.
- d. Purchase and install pavers.
- e. Purchase and install lighting.
- f. Purchase and install aesthetic elements to improve the beauty and safety of the alleyway. Grantee shall provide Commerce's Agreement Manager a list of items to be purchased and installed to improve the beauty and safety of the alleyway located between 94th Street and 96th Street between Harding and Collins Avenue in Surfside, Florida.

3. In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

4. Provide a minimum of \$350,000.00 in Town or local funds as a match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as Commerce deems appropriate and necessary in its sole and absolute discretion, and process payments to Grantee.

D. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Pre-Construction and Construction Phase		
Task 1 – Pre-Construction	Minimum Level of Service	Financial Consequences
Grantee shall complete the following activities for pre-construction, as specified in Section B.1. of the Scope of Work	<p>At a minimum, Grantee shall complete one (1) task as specified in Section B.1.</p> <p>As evidence of completion, the Grantee shall submit to COMMERCE's Agreement Manager the following:</p> <p>1)Copies of all documents as required in B.1. 2)A statement from professional engineer and/ or architect certifying the work was performed as required, and 3)Complete invoice package as defined in Section F below.</p>	Failure to perform the Minimum Level of Service shall result in non-payment.
Task 2 – Construction Phase	Minimum Level of Service	Financial Consequences
Grantee shall complete the construction activities as specified in Section B.2 of the Scope of Work.	Grantee may be allowed reimbursement upon 100% completion of any non-construction project activity set forth in the Commerce approved project plan, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction project activity set forth in the Commerce approved project plan, as	<p>Failure to perform the Minimum Level of Service shall result in non-payment.</p> <p>Commerce shall withhold 10% of the total Agreement amount until Grantee provides proof to Commerce, and Commerce accepts that the Project is 100% complete.</p>

	<p>evidenced by submission of an invoice package in accordance with this Agreement and Section F below and the following:</p> <ol style="list-style-type: none"> 1) For each construction task, a certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete; 2) Before and after photos of the project progress. 3) Complete invoice package as defined in Section F below. 	<p>Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds as specified in Section B.4.</p>
Deliverable No. 1 - \$750,000.00		
Total award shall not exceed \$750,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee’s project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce’s Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per one (1) for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the

performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete; if applicable
 - d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project; and
 - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.065(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. ADVANCE PAYMENT: Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed the expected cash needs of the Grantee within the initial three months of the Agreement Period. Approval of an advance may be subject to prior approval by the Department of Financial Services, to the extent required by law. Any advance payment under this Agreement is subject to section 216.181(16), F.S. To ensure compliance with this directive:

1. Reconciliation of the advance will be conducted prior to your final reimbursement request.
2. The Grantee's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.
3. Grantee must maintain a separate interest-bearing account in a United States banking institution for funds provided under this Agreement, and remit interest earned on the account to Commerce within 30 days of expiration or termination of the Agreement, or apply interest earned against Commerce's obligation to pay under this Agreement.

All payments subsequent to the advance payment shall be made upon presentation of an invoice expenditures and completeness as defined in Section F. of this Scope of Work.

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY

PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): or Paper (hard copy):
Audit@commerce.fl.gov
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

STATE AWARDING AGENCY: FLORIDA DEPARTMENT OF COMMERCE

CSFA NUMBER: 40.038

CSFA TITLE: LOCAL ECONOMIC DEVELOPMENT INITIATIVES

TOTAL STATE AWARD AMOUNT: \$750,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Activities are limited to those specified in Attachment 1, Scope of Work, of this Agreement.

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
 Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

MBE Percentage

\$0.00

DV Participation Amount:

DV Percentage

\$0.00

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE



MEMORANDUM

ITEM NO. 4A1.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Average Setbacks in H30A and H30B Zoning Districts**

Town Administration recommends consideration of this ordinance change to allow for additional options in the design of new homes and the potential for increased ground floor setbacks.

Background: At the Joint Planning and Zoning Board and Town Commission meeting held on January 31st, 2023, the issue of setbacks in the H30A and H30B zoning districts was discussed. Meeting members requested staff draft an ordinance that allows for the use of average setbacks across both levels of a home. It was also important that the front face of the home have articulation and not have a full continuous front plane.

The intent of average setbacks, as opposed to absolute setbacks, is to allow for flexibility in the design of homes. At present the use of average setbacks is limited to only the second floor of home in H30A and H30B. Meeting participants suggested allowing designer to average the setbacks across both floors of a home. This would mean use of a floor area ratio (FAR) in determining total buildable spaces. This is a tool commonly used in zoning codes.

The ordinance as written here still provides the same minimum setbacks. A single-story home would still have to comply with the same minimum setbacks on the first floor. A two-story home would need to apply the average setbacks as laid out in the table in the ordinance. This would allow a home to have greater ground floor setbacks and achieve the same interior square footage. Homes may still be designed with a first floor that is larger than the second floor in the style that has been typical on new two-story homes.

The ordinance also includes language to prevent a continuous wall face on either the front or side facade walls. It states that:

- The front façade of each home shall include at least one inside corner of at least 5 feet by 5 feet that is open on two sides or at least 50% open to the sky.

- A continuous wall along a consistent plane shall not exceed 55 feet in length.
- A space counted towards average setback on the second floor may not be covered and must be fully open on at least two sides.

[Ordinance Amending 90-45 H30A H30B Average Setbacks - 2nd Reading](#)

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 SECTIONS 90-2. – “DEFINITIONS” AND 90-45. -- “SETBACKS” TO MODIFY REGULATIONS PERTAINING TO AVERAGE SETBACKS IN H30A AND H30B DISTRICTS; 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 90-45 of the Code provides for setbacks for zoning districts, and
11 as to the single family zoning districts, the H30A and H30B districts in particular, provides
12 a number of tables that impose varying setback regulations depending on the size of the
13 second floor compared to the first; and

14 **WHEREAS**, Section 90-45 imposes a second floor average setback in the single
15 family districts over and above the minimum setback with the intent of limiting massing
16 and encouraging compatibility between new homes and existing homes; and

17 **WHEREAS**, imposing an average setback only on the second floor has unintended
18 consequences such as limiting design options and encouraging continuous walls at the
19 ground floor along the minimum setback that lend to the perception of massing, while not
20 resulting the compatibility between neighboring properties that was intended; and

21 **WHEREAS**, the Town Commission finds that applying average setbacks across both
22 first and second floors provides more design optionality, better avoids the continuous walls
23 at the minimum setback that presents compatibility concerns and results in greater

24 variation and more opportunities for greater setbacks and spacing between structures at
25 the ground level; and

26 **WHEREAS**, at a special joint meeting of the Town Commission and Planning and
27 Zoning Board held on January 31, 2023, the Town Commission directed the Town
28 Manager to present an ordinance addressing average setbacks in the H30A and H30B
29 districts; and

30 **WHEREAS**, the Town Commission held its first public hearing on July 11, 2023 and,
31 having complied with the notice requirements in the Florida Statutes, approved the
32 proposed amendments to the Code; and

33 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
34 Town, held its hearing on the proposed amendment to the Code on August 31, 2023 with
35 due public notice and input, and recommended approval of the proposed amendments to
36 the Code; and

37 **WHEREAS**, the Town Commission has conducted a second duly noticed public
38 hearing on these Code amendments as required by law on September 12, 2023 and
39 further finds the proposed changes to the Code are necessary and in the best interest of
40 the Town.

41
42 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
43 **TOWN OF SURFSIDE, FLORIDA¹:**

44
45 **Section 1. Recitals.** The above Recitals are true and correct and are
46 incorporated herein by this reference:

47
48 **Section 2. Town Code Amended.** Section 90-2. – “Definitions” of the Code, is
49 hereby amended as follows:

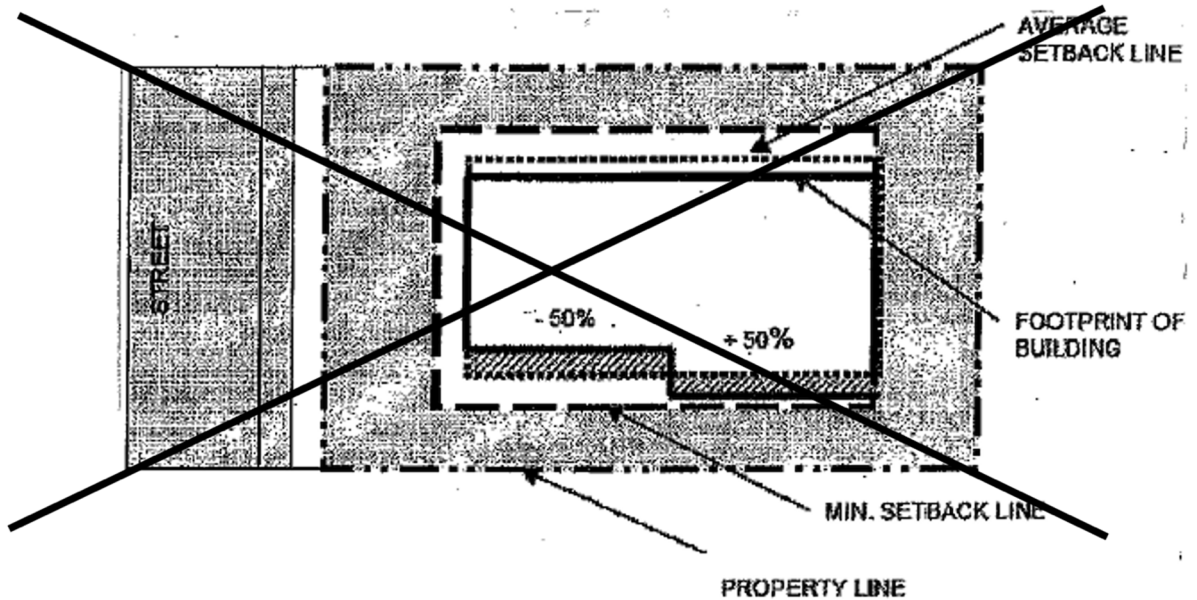
50 **Sec. 90-2. -- Definitions.**

51 * * *

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double-strikethrough~~ and double underline.

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Setback (average): The average minimum distance required by a zoning district that all structures shall be from front, side and rear lot lines. The following diagram illustrates how the average setback is utilized.



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How an Average Setback Works

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The diagram above shows the building footprint varying around the average setback line. If the builder chooses to construct in the area between the minimum setback lines and the average set back lines (area shaded red), an equal area within the average setback line must be sacrificed (area shaded blue). In this example a simple 50/50 split is made at the mid point of the side yard facade of the building.

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Note that any number of variations can occur around the average setback line just as long as the sum of the areas outside of the average setback line balance with the sum of the areas sacrificed within the average setback line.

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The builder has the option of building continuously along the average set back line without variation. The builder also can construct any where within the average setback line in any variation.

69

* * *

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Section 3. Town Code Amended. Section 90-45. – “Setbacks” of the Code, is hereby amended as follows:

74

Sec. 90-45. Setbacks.

75

(a) Setbacks in H30A and H30B

76

(1) Minimum Setbacks:

- 77 a. Front Setback: 20 feet
- 78 b. Interior Side: 5 feet or 10% of the lot frontage, whichever is greater
- 79 c. Secondary Frontage: 10 feet
- 80 d. Rear: 20 feet

81

82 (2) Setback modifications -- Average setbacks for front and side (both interior side
 83 and secondary frontage): In addition to minimum setbacks, homes shall provide
 84 additional average front and side setbacks based on the floor area ratio of the
 85 home, as follows:

<u>Floor Area Ratio</u>	<u>Additional Average Side Setback Required for each side (including secondary frontage)</u>	<u>Additional Average Front Setback Required</u>
<u>0.5 or less</u>	<u>No additional setback required</u>	<u>No additional setback required</u>
<u>Greater than 0.5 up to 0.64</u>	<u>1.25 feet or 2.5% of frontage, whichever is greater</u>	<u>2.5 feet</u>
<u>Greater than 0.64 up to a Maximum of .72</u>	<u>2.5 feet or 5% of frontage, whichever is greater</u>	<u>5 feet</u>

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- 88 a. Additional average front setback shall be provided as follows:
- 89 i. Multiply the required additional average front setback by the
 90 width of the allowable building along the frontage (lineal feet
 91 between minimum side setbacks)
 - 92 ii. Multiply the resulting figure, in square feet, by the number of
 93 stories to arrive at the total area of required additional front
 94 setback, in square feet.
 - 95 iii. The total area of required additional front setback must be
 96 applied in any one or multiple areas throughout the height and
 97 width of the first and (if applicable) second stories of the home
 98 (further reducing the building envelope created by the minimum
 99 required front setback of 20 feet) to reduce the floor width (i.e.
 100 parallel to the front lot line) and/or depth (i.e. perpendicular to
 101 the front lot line), at the discretion of the design professional.
 102 Average front setback may be applied at any point along a floor,
 103 or mixed and matched among the floors of the home, as long as
 104 the average setback area is contiguous with the minimum front
 105 setback. Covered exterior areas may not be used to meet
 106 average setback requirements.

- 107
- 108 b. Additional average side setback shall be provided as follows:

- 109 i. Multiply the required additional average side setback by the
 110 depth of the allowable building on that side (lineal feet between
 111 minimum front and rear setback)
- 112 ii. Multiply the resulting figure, in square feet, by the number of
 113 stories to arrive at the total area of required additional side
 114 setback for each side, in square feet.
- 115 iii. The total area of required additional side setback for each side
 116 shall be applied in any one or multiple areas throughout the
 117 height and depth of the first and (if applicable) second stories of
 118 the home (further reducing the building envelope created by the
 119 minimum required side setbacks) to reduce the floor width (i.e.
 120 parallel to the front lot line) and/or depth (i.e. perpendicular to
 121 the front lot line), at the discretion of the design professional.
 122 Average side setback may be applied at any point along a floor,
 123 mixed and matched among floors, and/or joined with setbacks
 124 taken from the opposite side elevation, as long as the average
 125 side setback area is contiguous with the minimum side setback
 126 for that side. Area used to satisfy average front yard setback
 127 area shall not be counted to satisfy average side setback.

128 (3) The front façade of each home shall include at least one inside corner of at
 129 least 5 feet by 5 feet that is open on two sides or at least 50% open to the sky.

130 (4) A continuous wall along a consistent plane shall not exceed 50% of the lot
 131 depth.

132 (5) A space counted towards average setback on the second floor may not be
 133 covered and must be fully open on at least two sides.

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135 *Massing.*

136 ~~(1) Required massing—Generally. The development of new single-family structures~~
 137 ~~and additions to existing single-family structures shall abide by height and~~
 138 ~~massing regulations.~~

139 ~~Massing regulations are based on the height of the structure and are delineated~~
 140 ~~between a. single and multi-story structures; b. new structures or additions to~~
 141 ~~existing structures; and c. the ratio of area of the first story to the area of the~~
 142 ~~upper stories. The area of the upper stories (wall plane greater than 15 feet in~~
 143 ~~height) for new structures and additions to existing single-story structures shall~~
 144 ~~not exceed 80 percent of the area of the first story.~~

145 ~~(2) Required Massing—New single-story structures and single-story additions to~~
 146 ~~single-story structures in H30A and H30B districts. The following table shall be~~
 147 ~~utilized for new single-story structures and single-story additions to existing single-~~
 148 ~~story structures (up to 15 feet in height) in both the H30A and H30B districts.~~

H30A and H30B (SINGLE-STORY STRUCTURES UP TO 15 FEET IN HEIGHT)	PERCENTAGE
--	------------

Maximum Lot Coverage	40%
SINGLE STORY STRUCTURES	MINIMUM SETBACK
Primary frontage	20 ft
Interior side (lots equal to or less than 50 feet in width)	5 ft
Interior side (lots over 50 feet in width)	10% of the frontage
Rear	20 ft
Secondary frontage (corner only)	10 ft

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(3) *Required Massing—Single family homes within the H30A and H30B districts.* For single-family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is less than 50 percent of first-story floor area. Where provided both the minimum and average setback shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS LESS THAN 50% OF FIRST STORY FLOOR AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	SETBACK
Primary frontage	Minimum 20 ft
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 ft
Interior side (lots over 50 feet in width)	Minimum 10% of the frontage
Rear	Minimum 20 ft
Secondary frontage (corner only)	Minimum 10 ft
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT	SETBACK
Primary frontage	Minimum 20 ft Average 22.5 ft
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 ft Average n/a
Interior side (lots greater than 50 feet in width)	Minimum 10% of lot frontage Average n/a
Rear	Minimum 20 ft Average n/a
Secondary frontage (corner only)	Minimum 10 ft Average 12.5 ft

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(4) *Required massing—New multi-story structures or multi-story additions.* For single-family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater

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than 15 feet in height) to existing single-story structures where the upper-story floor area is 50 percent to 64 percent of first-story floor area. Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 50% TO 64% OF FIRST STORY AREA		PERCENTAGE
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 ft
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 ft
Interior side (lots over 50 feet in width)		Minimum 10% of the frontage
Rear		Minimum 20 ft
Secondary frontage (corner only)		Minimum 10 ft
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		SETBACK
Primary frontage		Minimum 20 ft Average 25 ft
Interior side (lots equal to or less than 50 feet in width)	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 5 ft Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 5 ft Average 7.5 ft
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 5 ft Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 5 ft Average 7.5 ft
Interior side (lots greater than 50 feet in width)	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage Average 15% of the frontage
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 10% of the frontage Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage Average 15% of the frontage
Rear		Minimum 20 ft Average n/a
Secondary frontage (corner only)		Minimum 10 ft Average 15 ft

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(5) *Required Massing*—New multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is 65 percent to 80 percent of first-story floor area. For single family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is 65 percent to 80 percent of first-story floor area. Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 65% TO 80% OF FIRST STORY FLOOR AREA		PERCENTAGE
Maximum lot coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 ft
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 ft
Interior side (lots over 50 feet in width)		Minimum 10% of the frontage
Rear		Minimum 20 ft
Secondary frontage (corner only)		Minimum 10 ft
UPPER STORY OR WALL PLANES GREATER THAN 15 FT IN HEIGHT		SETBACK
Primary frontage		Minimum 20 ft Average 30 ft
Interior side (lots equal to or less than 50 feet in width)	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 5 ft Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 5 ft Average 10 ft
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 5 ft Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 5 ft Average 10 ft
Interior side (lots greater than 50 feet in width)	H30A—Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage Average n/a
	H30A—Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage Average 20% of the frontage
	H30B—Wall length is equal to or less than 25% of the lot depth	Minimum 10% of lot frontage Average n/a
	H30B—Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage

		Average 20% of the frontage
Rear		Minimum 20 ft
		Average n/a
Secondary frontage (corner only)		Minimum 10 ft
		Average 20 ft

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(b) *Setbacks in the H30C, H40, H120, and SD-B40 zoning districts.*

~~(1) Required setbacks—Tables. The following tables shall be utilized for structures in the H30C, H40, H120, and SD-B40 zoning districts.~~

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Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading.

PASSED on first reading on the 11th day of July, 2023.

PASSED AND ADOPTED on second reading on the 12th day of September, 2023.

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

207 Commissioner Fred Landsman _____
208 Commissioner Marianne Meisheid _____
209 Commissioner Nelly Velasquez _____
210 Vice Mayor Jeffrey Rose _____
211 Mayor Shlomo Danzinger _____

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Shlomo Danzinger, Mayor

216 _____
217 Sandra N. McCready, MMC
218 Town Clerk

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220 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
221 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

ITEM NO. 4A2.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Smoke Shops as Conditional Use in SD-B40**

Town Administration recommends approval of the ordinance to grant the Town Commission the ability to review proposed "Smoke Shops" for compatibility with Town character as a conditional use in the SD-B40 district.

Background: The zoning code regulates the uses permitted in the Town's business district, but there is not category specifically for smoke or vape stores. Tobacco based businesses are an approved business type, which smoke and vape stores, cigar lounges and traditional tobacco retailers currently fall under. In practice there can be differences in these establishments.

Smoke Shops sell a number of different products, some of which mimic or address a similar range of effects in the end-consumer as controlled substances. Smoke Shops that are not professionally run are incompatible with the character of the Town's commercial area. A concentration of these types of shops impacts the overall character of our small family-friendly business district.

This ordinance would require the Town Commission to review applications for new Smoke Shops to determine compatibility prior to approval. This will allow for a complete review of the proposed business and permit the Town Commission to impose conditions on the business in order to ensure that the use is compatible with the SD-B40 district and surrounding neighborhoods.

[Ordinance Amending 90-41 to Allow CU of Smoke Shops in SD-B40 - 2nd Reading](#)

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 90-41, "REGULATED USES", TO CHANGE THE LIST OF RETAIL AND GENERAL COMMERCIAL USES TO ALLOW SMOKE SHOPS AS A CONDITIONAL USE IN THE SD-B40 ZONING DISTRICT, DIFFERENTIATING SUCH USES FROM CIGARS AND TOBACCO LOUNGES, AND PROVIDING FOR RELATED REGULATIONS; 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 90-41 of the Code regulates permitted uses within the Town's
11 zoning districts; and

12 **WHEREAS**, Section 90-41(c) of the Code allows cigars and tobacco uses in the SD-
13 B40 district, but the Code does not specifically regulate smoke shops that sell vape and/or
14 tobacco and nicotine products ("Smoke Shops"); and

15 **WHEREAS**, the Town currently allows three (3) tobacco-related establishments in the
16 SD-B40 district; and

17 **WHEREAS**, the Town wishes to differentiate cigars and tobacco lounge uses from
18 Smoke Shops; and

19 **WHEREAS**, the SD-B40 district provides residents and visitors with a unique cultural,
20 retail, and dining experience, with a variety of uses that are vital to the Town's residents,
21 economy and tourism industry; and

22 **WHEREAS**, Smoke Shops sell a number of different products, some of which mimic
23 or address a similar range of effects in the end-consumer as controlled substances, and
24 Smoke Shops that are not professionally run are incompatible with the character of the
25 Town's commercial area; and

26 **WHEREAS**, a concentration of Smoke Shops in the SD-B40 district negatively
27 impacts the variety of uses that establish the diverse character of the Town's commercial
28 area, and has the potential to result in adverse impacts to residents and businesses, and
29 could negatively affect tourism; and

30 **WHEREAS**, in order to ensure the integrity of the SD-B40 district, the Town
31 Commission finds that Smoke Shops should be further regulated, with permission for the
32 use in the SD-B40 district made subject to the approval of the Town Commission; and

33 **WHEREAS**, the Town Commission further finds that, because of their unique
34 characteristics and potential impacts on the surrounding neighborhood and the Town as a
35 whole, Smoke Shops require individual review as to their location, design, configuration,
36 and/or operation for the particular use at the particular location proposed, as well as the
37 imposition of individualized conditions in order to ensure that the use is compatible with
38 the SD-B40 district, and the review and approval of Smoke Shops is most efficiently
39 accomplished through the conditional use procedures set forth in Section 90-23 of the
40 Code; and

41 **WHEREAS**, at a regular meeting of the Town Commission held on July 11, 2023, the
42 Town Commission directed the Town Manager to present an ordinance addressing Smoke
43 Shops and differentiating such uses from cigars and tobacco lounge uses; and

44 **WHEREAS**, the Town Commission held its first public hearing on August 8, 2023 and,
45 having complied with the notice requirements in the Florida Statutes, approved the
46 proposed amendments to the Code, and directed the Town Manager to publish a notice
47 of zoning in progress regarding the provisions of this Ordinance; and

48 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
49 Town, held its hearing on the proposed amendment to the Code on August 31, 2023 with
50 due public notice and input, and recommended approval of the proposed amendments to
51 the Code; and

Furrier	-	-	-	-	-	P
Gift shops			-	-		P
Hardware, paint and wallpaper	-	-	-	-	-	P
Jewelry	-	-	-	-	-	P
Locksmith	-	-	-	-	-	P(11)
Luggage			-	-		P
Men's, women's, children's clothing	-	-	-	-	-	P
Millinery	-	-	-	-	-	P
Office machines and supplies	-	-	-	-	-	P
Pet supplies			-	-		P
Photographers and camera stores	-	-	-	-	-	P
Pottery	-	-	-	-	-	P
Sale of televisions, radios, phonograph and recording equipment	-	-	-	-	-	P
Sheet music and musical instruments			-	-		P
Shoe repair	-	-	-	-	-	P(20)
Shoes	-	-	-	-	-	P
Sporting goods			-	-		P
Stationery and greeting cards	-	-	-	-	-	P
Structured parking facility	-	-	CU(23)	-	CU(23)	-
Sundries	-	-	-	-	-	P
Tailor	-	-	-	-	-	P
Toys	-	-	-	-	-	P
Video tapes sales and rentals	-	-	-	-	-	P(12)

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Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

(d) Uses table notes.

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(36) Smoke shop is a commercial establishment that sells nicotine, tobacco, and/or vape products or devices as a:

- i. retail nicotine products dealer, as defined in s. 569.31(6), F.S.;
- ii. retail tobacco products dealer, as defined in s. 569.002(4), F.S.; and/or
- iii. vapor-generating electronic device retailer, as defined in s. 386.203(15), F.S., that does not sell products that produce vapor or aerosol from marijuana or marijuana derivatives;

or any combination thereof. The term shall exclude a cigar and tobacco lounge.

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90 In evaluating a request for conditional use approval for a smoke shop, the Town
91 Commission shall consider whether the proposed use:

- 92
93 a. May have an unfavorable effect on the economy of the SD-B40 district, other
94 businesses, and tourism in the Town;
95 b. Adversely impacts the variety of uses that establish the diverse character of the
96 Town's commercial area;
97 c. Is incompatible with and impacts on the commercial area and surrounding
98 neighborhoods; and
99 d. Otherwise adversely impacts the health, safety, convenience and the general
100 welfare of the community.

101
102 In evaluating a request for conditional use approval for a smoke shop, the Town
103 Commission may impose individualized conditions in order to ensure that the use
104 is compatible with the SD-B40 district and surrounding neighborhoods.

105 **Section 3. Severability.** If any section, sentence, clause or phrase of this
106 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
107 then said holding shall in no way affect the validity of the remaining portions of this
108 Ordinance.

109 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
110 and it is hereby ordained that the provisions of this Ordinance shall become and made a part
111 of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
112 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
113 changed to "Section" or other appropriate word.

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115 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
116 ordinances or resolutions in conflict herewith are hereby repealed.

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118 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
119 on second reading.

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121 **PASSED** on first reading on the 8th day of August, 2023.

122 **PASSED AND ADOPTED** on second reading on the 12th day of September, 2023.

123 **First Reading:**

124 Motion by: _____

125 Second by: _____

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128 **Second Reading:**

129 Motion by: _____

130 Second by: _____

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FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

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. 4A3.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Harding Avenue Front Yard Paving Allowance**

Town Administration recommends consideration of this ordinance to allow Harding Avenue homeowners in H30B district additional parking to encourage the beautification of their front yards.

Background: The single-family homes that face Harding Avenue have limited parking options because there is no street parking available, as is typical in the rest of the single-family home district. Several of these homes have older non-conforming front yards that are mostly or entirely paved over. If improvements were made to the front yards current code would have to be applied, which may reduce the on-site parking spaces. Current code only permits the front yard to be 50% paved with a 30% landscaping requirement. Homeowners may choose not to improve these yards or driveways in order to maximize their parking ability. In order to allow for additional parking this ordinance would increase the paving allowance from 50% to 70% in the front yard setback on H30B properties located Harding Avenue. The 30% landscaping would still have to be met. This would allow three vehicles to be parked on site and add landscaping to the site. The 35% minimum pervious/landscaping requirement for the total lot would still have to be met.

[Ordinance Amending 90-61 Harding Avenue Front Yard Paving Allowance - 2nd Reading](#)

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 THE FRONT YARD PAVING ALLOWANCE FOR PROPERTIES FRONTING HARDING AVENUE; 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 currently provides that front setbacks in the
11 H30A, H30B, H30C, and H40 districts shall not be more than 50 percent paved over with
12 any type of material that is not readily permeable by rainwater and groundwater; and

13 **WHEREAS**, residential properties on Harding Avenue are primarily zoned H30B and
14 H30C; and

15 **WHEREAS**, curb side parking on properties located on Harding Avenue is not
16 feasible due to the physical constraints or location of the properties on a highly traversed
17 State Road, which presents a practical difficulty to these properties for parking and
18 ingress and egress; and

19 **WHEREAS**, in order to allow for additional parking and address the practical difficulty,
20 the Town Commission wishes to increase the paving allowance from 50 percent to 70
21 percent in the front yard setback on properties located Harding Avenue; and

22 **WHEREAS**, at a regular meeting of the Town Commission held on July 11, 2023, the
23 Town Commission directed an ordinance to increase the paving allowance to 70 percent
24 in the front yard setbacks for properties fronting Harding Avenue; and

25 **WHEREAS**, the Town Commission held its first public hearing on August 8, 2023
26 and, having complied with the notice requirements in the Florida Statutes, recommended
27 approval of the proposed amendments to the Code; and

28 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency for
29 the Town, held its hearing on the proposed amendment to the Code on August 31, 2023
30 with due public notice and input, and recommended approval of the proposed
31 amendments to the Code, with an amendment to allow 70 percent paving in the front yard
32 setbacks for properties in the H30A district fronting Harding Avenue; and

33 **WHEREAS**, the Town Commission has conducted a second duly noticed public
34 hearing on these Code amendments as required by law on September 12, 2023 and
35 further finds the proposed changes to the Code are necessary and in the best interest of
36 the Town.

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
41 incorporated herein by this reference:

42 **Section 2. Town Code Amended.** Section 90-61. – “Paving in front and rear
43 yards on H30 and H40 districts,” is hereby amended as follows:

44 **Sec. 90-61. Paving in front and rear yards in H30 and H40 districts.**

45 Except for properties in the H30A, H30B, and H30C Districts on Harding Avenue,
46 Ffront setbacks yards in the H30A, H30B, H30C or H40 districts shall not be more than
47 50 percent paved over with any type of material that is not readily permeable by rainwater
48 and groundwater. For properties in the H30A, H30B, and H30C districts fronting Harding
49 Avenue, front yards shall not be more than 70 percent paved over with any type of
50 material that is not readily permeable by rainwater and groundwater. Pavers and pervious

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.

51 hard materials, including pervious concrete, shall not be utilized for the calculation of
52 pervious area.

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54 **Section 3. Severability.** If any section, sentence, clause or phrase of this
55 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
56 then said holding shall in no way affect the validity of the remaining portions of this
57 Ordinance.

58 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
59 and it is hereby ordained that the provisions of this Ordinance shall become and made a
60 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
61 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
62 be changed to "Section" or other appropriate word.

63 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
64 ordinances or resolutions in conflict herewith are hereby repealed.

65 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
66 on second reading.
67

68 **PASSED** on first reading on the 8th day of August, 2023.

69 **PASSED AND ADOPTED** on second reading on the ____ day of _____, 2023.

70 **First Reading:**

71 Motion by: _____

72 Second by: _____

73

74

75 **Second Reading:**

76 Motion by: _____

77 Second by: _____

78

79

80 **FINAL VOTE ON ADOPTION**

81 Commissioner Fred Landsman _____

82 Commissioner Marianne Meisheid _____

83 Commissioner Nelly Velasquez _____

84 Vice Mayor Jeffrey Rose _____

85 Mayor Shlomo Danzinger _____

86

87

88 _____
89 Shlomo Danzinger, Mayor

89

90 _____

91 Sandra N. McCready, MMC
92 Town Clerk

93

94 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
95 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

96

97

98

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



MEMORANDUM

ITEM NO. 4A4.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Carport Allowances in H30A and H30B**

Town Administration recommends the consideration of this ordinance to allow additional material types for carport canopies. It is recommended that the Town Planner have the ability to refer any design review of a carport to the Planning & Zoning Board for final review and approval in the case of uncertain compatibility.

Background: The Town's Zoning Code allows for the construction of carport canopies in a front, secondary side or rear yard setback in the H30A and H30B districts. The code provides a specific and limited definition for a carport canopy which is a metal piping covered by a canvas or similar materials. These canvas coverings are intended to be removed before a storm. The currently allowable materials present potential windspeed hazards if not removed prior to major storms, and the Town has limited resources to monitor and enforce their proper removal during storm preparation. Other permanent constructions materials are more suited to storm prone areas like South Florida. this ordinance would allow for increased material options for these structures.

[Ordinance Carport Allowances - 2nd Reading](#)

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 AND RE-TITLING SECTION 90-58, "CARPORT CANOPIES", TO MODIFY THE REGULATIONS FOR CARPORTS; 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 90-58 of the Code allows for the construction of carport canopies
11 in a front, secondary side or rear yard setback in the H30A and H30B districts; and

12 **WHEREAS**, Section 90-2 of the Code defines "carport" as a roofed and usually wall-
13 less shed projecting from the side of a building, used as a shelter for automobiles; and

14 **WHEREAS**, the term "canopy" is defined in Section 90-2 of the Code as a permanent,
15 roof-like cover made of cloth, metal, vinyl or other permanent material supported from the
16 ground or deck or floor of a building, and from the walls of a building for protection from
17 sun or weather; and

18 **WHEREAS**, 90-58.1 currently restricts the allowable materials for carport canopies to
19 canvas (or similar material) covered pipe; and

20 **WHEREAS**, the currently allowable materials present potential windspeed hazards if
21 not removed prior to major storms, and the Town has limited resources to monitor and
22 enforce their proper removal during storm preparation; and

23 **WHEREAS**, modern construction methods allow for more sturdy construction
24 materials that significantly reduce the windspeed hazard when constructed pursuant to the
25 Florida Building Code; and

26 **WHEREAS**, at a regular meeting of the Town Commission held on July 11, 2023,
27 2023, the Town Commission directed the Town Manager to present an ordinance
28 addressing the allowance of additional materials for carport canopies; and

29 **WHEREAS**, the Town Commission held its first public hearing on August 8, 2023 and,
30 having complied with the notice requirements in the Florida Statutes, approved the
31 proposed amendments to the Code; and

32 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the
33 Town, held its hearing on the proposed amendment to the Code on August 31, 2023 with
34 due public notice and input, and recommended approval of the proposed amendments to
35 the Code; and

36 **WHEREAS**, the Town Commission has conducted a second duly noticed public
37 hearing on these Code amendments as required by law on _____, 2023 and
38 further finds the proposed changes to the Code are necessary and in the best interest of
39 the Town.

40
41 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
42 **TOWN OF SURFSIDE, FLORIDA¹:**

43
44 **Section 1. Recitals.** The above Recitals are true and correct and are
45 incorporated herein by this reference:

46
47 **Section 2. Town Code Amended.** Section 90-58. - "Carport Canopies" of the
48 Code, is hereby amended as follows:

49 **Sec. 90-58. Carports ~~Canopies~~.**

50 * * *

51 Carports, consisting of the structural members and the roof or canopy, ~~canopies~~ may
52 be constructed, in a front, secondary side or rear yard setback in the H30A and H30B
53 districts subject to the following:-

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 (1) The carport ~~Such canopy~~ shall not exceed 20 feet in length, and 20 feet in width.

55
56 (2) The height of the carport ~~such canopy~~ shall not exceed ten feet.

57
58 (3) The height of the side openings shall be at least six feet, three inches.

59
60 (4) The carport ~~Such canopy~~ shall be subject to the following minimum setbacks:

61
62 a. Rear: Five feet.

63 b. Interior side: Five feet.

64 c. Primary (front) and secondary (corner): Two feet.

65 d. Rear of street curb: Seven feet.

66 (5) A carport canopy shall at all times remain open on all four sides, if free standing,
67 and open on three sides if attached to the main building. The structure shall be
68 nonsubstantial in appearance and each side shall maintain a solid to transparent
69 open ratio of no more than 3510% solid to 6590% transparent open.

70
71 (6) The area under a canopy must be entirely paved by an approved paving material.

72
73 (7) A carport shall be constructed pursuant to the

74
75 90-58.1 In addition to all provisions of the Florida Building Code, Florida State Product
76 Approval, and Miami-Dade County Product Approval Notice of Acceptance.

77
78 (8) The, the following construction standards for canvas-covered canopies are required
79 and shall be complied with:

80
81 (1) No canopy ~~A carport shall be constructed except of (i) canvas (or similar material)~~
82 cloth, vinyl or other permanent material, supported from the ground or deck or floor
83 of a building, and or from the walls of a building for protection from sun or weather,
84 by covered metal pipe, or (ii) of wood, composite wood, aluminum, or plastic (but
85 not PVC pipe). Framework shall be galvanized Schedule 40 pipe assembled either
86 with Schedule 40 galvanized fittings or welded and joints painted with a liquid zinc
87 compound. For a ten-foot by 20-foot canopy, uprights shall be of not less than 1¼-
88 inch pipe; the perimeter shall be of not less than one-inch pipe and the rafters of
89 not less than three-fourths-inch pipe. For a 20-foot by 20-foot canopy, the pipe sizes
90 shall each be increased by one-fourth inch. All uprights shall be either lag-bolted
91 into a concrete base or, if mounted in dirt, concreted at least one foot deep with a
92 safety tee at the bottom of the pipe. The design and the minimum size of structural
93 members shall not be less than required to resist a 75-mile-per-hour wind with
94 applicable shape factors. All fabric shall be designed for quick removal, which shall
95 be required at a wind velocity in excess of 75 miles per hour. A carport shall not be
96 constructed of concrete or concrete block.

98 (2) ~~The framework height shall be a maximum of ten feet and a minimum of seven feet~~
99 ~~above grade. No uprights shall be installed closer than two feet from the front lot~~
100 ~~line.~~

101
102 (3) ~~Covering material shall carry the Miami Dade Fire Marshal's certificate of non-~~
103 ~~flammability. The material shall be attached to the framework by lacings only.~~

104
105 (4) (9) If applicable, A a proposed carport shall be subject to design review for
106 consistency of design with the existing house, appropriateness of materials, and
107 compatibility of location and orientation on the lot. The Town Planner may refer any
108 design review of a carport to the Planning & Zoning Board for final review and
109 approval based upon this section and the Design Guidelines.

110 * * *

111
112 **Section 3. Severability.** If any section, sentence, clause or phrase of this
113 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
114 then said holding shall in no way affect the validity of the remaining portions of this
115 Ordinance.

116 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
117 and it is hereby ordained that the provisions of this Ordinance shall become and made a part
118 of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
119 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
120 changed to "Section" or other appropriate word.

121
122 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
123 ordinances or resolutions in conflict herewith are hereby repealed.

124
125 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
126 on second reading.

127
128 **PASSED** on first reading on the 8th day of August, 2023.

129 **PASSED AND ADOPTED** on second reading on the 12th day of September, 2023.

130 **First Reading:**

131 Motion by: _____

132 Second by: _____

133

134

135 **Second Reading:**

136 Motion by: _____

137 Second by: _____

138

139

140 **FINAL VOTE ON ADOPTION**
141 Commissioner Fred Landsman _____
142 Commissioner Marianne Meisheid _____
143 Commissioner Nelly Velasquez _____
144 Vice Mayor Jeffrey Rose _____
145 Mayor Shlomo Danzinger _____

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Shlomo Danzinger, Mayor

150 _____
151 Sandra N. McCready, MMC
152 Town Clerk

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**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

ITEM NO. 4A5.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Recycling Ordinances Changes due to Market Conditions**

Town administration is seeking to update Chapter 66 - Solid Waste of the Town Code to update commercial recycling rates and make any future changes applicable through resolution as well as update recycling materials list and make any future updates applicable through resolution. Additionally, Town is seeking to make recycling mandatory for commercial and mixed-use properties.

The Town collects recycling from commercial properties on a highly encouraged basis per Section 66-36. - Recycling of the Town Code. The section of the code also establishes which materials are recyclable materials and a fee structure to responsibly fund recycling services. When this section of the code was created in 2008, the recycling commodities market produced revenues to the Solid Waste fund which allowed for rates subsidized by the Town. Currently, the recycling commodities market does not produce revenues to the Town and costs the Town additional resources and funds to recycle. For example, not all materials that were once recycling materials are considered recyclable in today's market and that list changes with market demands. Additionally, contaminated materials are double handled and end up at landfills since they are not able to be recycled.

In order to create a healthy operation within the Solid Waste fund, and maintain a recycling program that has intended benefits, several changes to the current section of the code are being proposed. These are:

- Go from highly encourage, to mandatory recycling for commercial properties.
- Increase commercial recycling rate fees which have not been adjusted since 2008 and perform the action through resolution rather than ordinance.
- Update the currently approved recycling materials list from the current ordinance list and allow a mechanism to update through resolution moving forward.

On August 8th, 2023, the Town Commission approved the first reading of this Ordinance item.

Ordinance Amending Sec. 66-36 Recycling

Attachment A - Recyclable Items

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 66-36 "RECYCLING", OF DIVISION 1. – "GENERALLY," OF ARTICLE II. – "COLLECTION AND DISPOSAL", OF CHAPTER 66 – "SOLID WASTE", INCLUDING PROVIDING FOR MANDATORY RECYCLING, PROVIDING FOR RECYCLING RATES AND FEES TO BE ESTABLISHED BY RESOLUTION, AND TO UPDATE AND DEFINE RECYCLABLE MATERIALS TO BE ESTABLISHED BY RESOLUTION; 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 ("Code") in order to update
7 regulations and procedures to maintain consistency with state law and to implement
8 municipal goals and objectives for the general health, safety and welfare of the Town
9 residents and occupants; and

10 **WHEREAS**, the current recycling market is unpredictable and volatile requires
11 flexibility on the part of the Town to define or establish acceptable recyclable materials by
12 resolution of the Town Commission, as may be amended from time to time; as well as
13 updates and changes to rates and fees charged for services; and

14 **WHEREAS**, Section 66-36 of the Code currently encourages commercial recycling
15 and provides that "...businesses are urged to participate in the town's program for the
16 recycling...", and the Town wishes to provide for mandatory participation in a recycling
17 program by commercial properties effective October 1, 2023; and

18 **WHEREAS**, the Town Commission desires to further amend Section 66-36 of the
19 Code to delete outdated fees and charges listed in the Code and provide for fees and

20 charges to be established by Resolution of the Town Commission, as amended from time
21 to time, and to update the currently listed recyclable materials in the Code and provide for
22 same to be established by Resolution of the Town Commission, as may be amended from
23 time to time, all in order to accommodate the changing nature of the recycling market; and

24 **WHEREAS**, the Town Commission finds it in the best interest and welfare of the Town
25 to amend Section 66-36 as provided for herein; and

26 **WHEREAS**, the Town Commission held its first public hearing on _____, 2023
27 and, having complied with the notice requirements in the Florida Statutes, approved the
28 proposed amendments to the Code; and

29 **WHEREAS**, the Town Commission has conducted a second duly noticed public
30 hearing on these Code amendments as required by law on _____, 2023 and
31 further finds the proposed changes to the Code are necessary and in the best interest of
32 the Town.

33
34 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
35 **TOWN OF SURFSIDE, FLORIDA:**
36

37 **Section 1. Recitals.** The above Recitals are true and correct and are
38 incorporated herein by this reference:
39

40 **Section 2. Town Code Amended.** Section 66-36 "Recycling" of the Code, is
41 hereby amended as follows¹:

42 **Sec. 66-36. Recycling.**

43 (a) *Generally.* Pursuant to the provisions of F.S. § 403.706, ~~mandate that all local~~
44 ~~governments reduce their waste stream by 30 percent. To implement that statute, all~~
45 ~~residences and businesses~~ commercial properties are ~~urged~~ required to participate in
46 the town's program for the recycling of ~~paper, metals, plastics and glass~~ recyclable
47 materials effective October 1, 2023. In furtherance of this program, the town ~~has~~
48 ~~contracted~~ may contract with a private firm or contractor to provide necessary
49 containers to each residence and ~~business~~ commercial property, collect weekly the
50 recyclable materials put out by residents and ~~businesses~~ commercial properties, and
51 separate such materials for sale in appropriate markets.

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 (b) *Definitions.* The following words, terms and phrases, when used in this section, shall
53 have the meanings ascribed to them in this subsection, except where the context
54 clearly indicates a different meaning:

55 (1) Bin means a "milk crate" type of stackable container of approximately 12-gallon
56 capacity.

57
58 (2) *Container* means a commercial mobile container or "dumpster," of not less than two
59 cubic yards capacity nor more than six cubic yards capacity, capable of being
60 picked up or emptied automatically by a trash or garbage truck.

61
62 (3) *Contractor* means a private firm retained by the town to collect and recycle certain
63 waste materials.

64
65 (4) ~~*Recyclable material* means used and discarded newspaper, high-grade office~~
66 ~~paper, mixed paper, corrugated cardboard, glass containers (all colors), plastic~~
67 ~~containers (PET and HDPE) and ferrous and aluminum (cans or scrap), steel (cans~~
68 ~~or scrap) will be established by the Town by resolution of the Town Commission~~
69 ~~shall be defined by the Town and adopted by Resolution of the Town Commission,~~
70 ~~as may be amended from time to time.~~

71
72 (5) *Toter* means a barrel-like plastic container of not less than 30-gallon capacity,
73 having a tightfitting solid top.

74
75 (c) *Program.* Each residence and commercial establishment will be supplied with an
76 appropriate bin, toter or container by the contractor. The contractor will collect
77 recyclable materials weekly curbside in the town residential areas, from the alleys in
78 the business district and on private property, as arranged, in the multifamily areas.

79
80 (d) *Rates and Fees.* The Town Commission shall adopt recycling rates and fees by
81 Resolution, as may be amended from time to time.

82 (1) ~~The following fees and charges are imposed upon property owners and tenants, or~~
83 ~~both, and will be collected as follows:~~

84 a. ~~*Single-family, duplexes and multifamily residences, \$30.26 per annum,*~~
85 ~~on a yearly basis with payment due on October 1 of each year.~~

86 b. ~~*Commercial (one bin per week), \$30.26 per annum, on a yearly basis with*~~
87 ~~payment due on October 1 of each year.~~

88 c. ~~*Commercial (one toter per week), \$143.32 per annum, on a yearly basis*~~
89 ~~with payment due on October 1 of each year.~~

90 d. ~~*Commercial (container, two yards, per week), \$636.96 per annum, on a*~~
91 ~~quarterly basis with payment due on the first day of each quarter.~~

92 (2) Any fee under this section which shall be due and remain unpaid for a period of 30
93 days beyond the due date shall become delinquent. All delinquent fees shall bear

94 a penalty of ten percent for the first 30 days, and an additional penalty of one
95 percent for each month thereafter. In addition, all delinquent fees shall constitute a
96 lien against the premises, which shall become effective and binding as such lien
97 from the date upon which the delinquency is created.

98
99 * * *

100 **Section 3. Severability.** If any section, sentence, clause or phrase of this
101 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
102 then said holding shall in no way affect the validity of the remaining portions of this
103 Ordinance.

104 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
105 and it is hereby ordained that the provisions of this Ordinance shall become and made a part
106 of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
107 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be
108 changed to "Section" or other appropriate word.

109
110 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
111 ordinances or resolutions in conflict herewith are hereby repealed.

112
113 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
114 on second reading.

115
116 **PASSED** on first reading on the _____ day of _____, 2023.

117 **PASSED AND ADOPTED** on second reading on the _____ day of _____,
118 2023.

119 **First Reading:**

120 Motion by: _____

121 Second by: _____

122

123

124 **Second Reading:**

125 Motion by: _____

126 Second by: _____

127

128

129 **FINAL VOTE ON ADOPTION**

130 Commissioner Fred Landsman _____

131 Commissioner Marianne Meisheid _____

132 Commissioner Nelly Velasquez _____

133 Vice Mayor Jeffrey Rose _____

134 Mayor Shlomo Danzinger _____

135

Shlomo Danzinger, Mayor

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Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



Town of Surfside

List of Acceptable Recycable Items

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 - with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts, pamphlets and catalogs
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. Cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green – empty	Old corrugated containers/cardboard (uncoated)
	Phone books

Items not listed above are not permissible.



MEMORANDUM

ITEM NO. 4B1.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Business District Setbacks and Lot Standards to Preserve the Integrity of the SD-B40 District**

The Town Administration aims to protect the neighborhood serving small business and commercial character of the Town's historic SD-B40 district and ensure any residential uses in the district, enabled through the State of Florida's "Live Local Act" are appropriately developed. Therefore, the Town Administration recommends adoption of the proposed ordinance.

Surfside has a unique and historic downtown area with independent shops and small businesses that provide residents and visitors with a unique cultural, retail, and dining experience, with a variety of uses that are vital to the Town's residents, economy and tourism industry. The character of the SD-B40 district has been historically associated with that of neighborhood serving small businesses. To that end, most of the properties are of a small scale. The creation of larger properties through property aggregation could enable large-scale retail establishments that would accommodate large or "big box" retail or restaurant choices that may conflict with the small-town character of the SD-B40 district.

SD-B40 does not permit residential development, however Chapter 2023-17, Laws of Florida (the "Live Local Act") codified in Section 166.04151, Florida Statutes, provides a limited ability to develop parcels with residential development at a height in excess of the maximum height of 40 feet permitted in the SD-B40 district. The setbacks for SD-B40 (zero street front setback) provided in Section 90-45 contemplate a historic business setting, with no setbacks between properties, that may not be appropriate for residential development allowed under the Live Local Act.

The proposed ordinance would set the maximum lot area at 5,000 SF and maximum lot width at 50 feet in the SD-B40 district, with development of property exceeding the maximum lot area and maximum lot width permitted only through special exception approval from the Town Commission to ensure the proposed development is compatible with and complementary to the neighborhood serving small business and commercial character of the Town's historic SD-B40 district. Additionally, to ensure that residential development permitted by the Live Local Act within the SD-B40 district is compatible with, and complementary to, the business neighborhood and any residential development that may be developed in proximity, the Town

Administration finds that setbacks for portions of a building above the maximum height permitted in the SD-B40 district should match the setbacks required in the H120 district.

[Ordinance To Preserve SD-B40 Neighborhood](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES TO PRESERVE THE INTEGRITY OF THE SD-B40 DISTRICT BY AMENDING SECTIONS 90-45, "SETBACKS" AND 90-49, "LOT STANDARDS", TO PROVIDE FOR ENHANCED SETBACKS FOR RESIDENTIAL PROJECTS IN THE SD-B40 ZONING DISTRICT, AND A MAXIMUM LOT AREA AND MAXIMUM LOT WIDTH WITHIN THE SD-B40 DISTRICT, AND PROVIDE FOR A SPECIAL EXCEPTION PROCESS TO REDUCE SUCH LIMITATIONS; 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**, the Town has a unique and historic downtown area with independent
11 shops and small businesses that provide residents and visitors with a unique cultural,
12 retail, and dining experience, with a variety of uses that are vital to the Town's residents,
13 economy and tourism industry; and

14 **WHEREAS**, the character of the SD-B40 district has been historically associated with
15 that of neighborhood serving small businesses; and

16 **WHEREAS**, developers of larger properties through property aggregation can enable
17 large-scale retail establishments that can accommodate retail or restaurant choices that
18 may conflict with the small town character of the SD-B40 district; and

19 **WHEREAS**, although SD-B40 does not permit residential development, Chapter
20 2023-17, Laws of Florida (the “Live Local Act”) codified in Section 166.04151, Florida
21 Statutes, provides a limited ability to develop parcels with residential development at a
22 height in excess of the maximum height of 40 feet permitted in the SD-B40 district; and

23 **WHEREAS**, the setbacks for SD-B40 provided in Section 90-45 contemplate a
24 historic business setting, with no setbacks between properties, that may not be
25 appropriate for residential development allowed under the Live Local Act; and

26 **WHEREAS**, the Town Commission wishes to protect the neighborhood serving small
27 business and commercial character of the Town’s historic SD-B40 district; and

28 **WHEREAS**, Section 90-49 of the Code provides lot standards for the Town’s Zoning
29 Districts; and

30 **WHEREAS**, in order to protect the integrity and character of the SD-B40 district, the
31 Town Commission finds that the maximum lot area and maximum lot width in the SD-B40
32 district should be restricted generally, with development of property exceeding the
33 maximum lot area and maximum lot width permitted only to special exception approval
34 from the Town Commission to ensure the proposed development is compatible with and
35 complementary to the neighborhood serving small business and commercial character of
36 the Town’s historic SD-B40 district; and

37 **WHEREAS**, to ensure that residential development permitted by the Live Local Act
38 within the SD-B40 district is compatible with, and complementary to, the business
39 neighborhood and any residential development that may be developed in proximity, the
40 Town Commission finds that setbacks for portions of a building above the maximum
41 height permitted in the SD-B40 district should match the setbacks required in the H120
42 district; and

43 **WHEREAS**, at a special meeting of the Town Commission held on May 10, 2023, the
44 Town Commission directed the Town Planner and Town Attorney to present an ordinance
45 addressing the standards for properties in the SD-B40 district; and

46 **WHEREAS**, the Town Commission held its first public hearing on _____,
47 2023 and, having complied with the notice requirements in the Florida Statutes,
48 recommended approval of the proposed amendments to the Code; and

49 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency for
50 the Town, held its hearing on the proposed amendment to the Code on
51 _____, 2023 with due public notice and input, and recommended _____
52 of the proposed amendments to the Code; and

53 **WHEREAS**, the Town Commission has conducted a second duly noticed public
54 hearing on these Code amendments as required by law on _____, 2023
55 and further finds the proposed changes to the Code are necessary and in the best interest
56 of the Town.

57 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
58 **TOWN OF SURFSIDE, FLORIDA¹:**

59 **Section 1. Recitals.** The above Recitals are true and correct and are
60 incorporated herein by this reference:
61

62 **Section 2. Town Code Amended.** Sections 90-45. – “Setbacks” and 90-49. –
63 “Lot Standards,” are hereby amended as follows:

64 **Sec. 90-45. Setbacks.**

65 ***

66 (b) *Setbacks.*

67 (1) *Required setbacks—Tables.* The following tables shall be utilized for structures
68 in the H30C, H40, H120, and SD-B40 zoning districts.

69 * * *

SD-B40	Maximum Setback (Feet)
--------	------------------------

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.

Primary frontage	0 FT
Interior side ¹	0 FT
Rear	0 FT
Secondary frontage (Corner only)	0 FT

* * *

70

71 ¹ Required setbacks for development undertaken pursuant to Chapter 2023-17, Laws of
72 Florida, also known as the “Live Local Act” codified in Section 166.04151, Florida
73 Statutes, shall be as required for the H120 district for any portion of the structure above
74 the 40 feet maximum height in the SD-B40 district, except where reduced by special
75 exception approval by the Town Commission after a public hearing.

* * *

76

77 **Sec. 90-49. Lot standards.**

Lot standards	H30A	H30B	H30C	H40	H120	SD-B40	MU	CF
Minimum lot width	50 ft	50 ft	50 ft	50 ft	50 ft	0 ft	-	-
Minimum lot area	8,000 ft	5,600 ft	-	-	-	-	-	-
Maximum lot coverage	40%*	40%*	-	-	-	-	-	-
Minimum pervious area	35%	35%	20%	20%	20%	-	-	-
<u>Maximum lot area</u>						<u>5,000 sq ft**</u>		
<u>Maximum lot width</u>						<u>50 ft**</u>		

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79 * Homes with a maximum height of 22 feet that do not exceed one habitable story may
80 provide up to 50 percent lot coverage. A single-story home exceeding 40 percent lot
81 coverage shall not be altered to provide a second story unless the lot coverage is
82 reduced to a maximum 40 percent.

83 ** Any development exceeding the maximum lot area of 5,000 square feet or the
84 maximum lot width of 50 feet shall require approval of a special exception by the Town
85 Commission to evaluate any potential adverse impacts to the SD-B40 district. In
86 evaluating a request for special exception approval to exceed the maximum lot area
87 and/or lot width, the Town Commission shall consider whether the proposed
88 development:

89 a. May have an adverse impact on the unique neighborhood and commercial
90 character of the historic SD-B40 district;

- 91 b. May have an adverse impact on pedestrian or vehicular congestion within Town
92 rights-of-way; and
- 93 c. May generate or result in excessive noise or traffic, cause undue or excessive
94 burden on public facilities, including water, sewer, solid waste disposal,
95 recreation, transportation, streets, roads, highways or other such facilities
96 which have been constructed or which are planned and budgeted for
97 construction, potential for fire, and destabilization of the commercial pattern in
98 the area.

99 Upon one or more findings that any of the above are true, and that neither the
100 application or reasonable conditions can mitigate such findings, the Town
101 Commission may deny the special exception.

102 * * *

103 **Section 3. Severability.** If any section, sentence, clause or phrase of this
104 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
105 then said holding shall in no way affect the validity of the remaining portions of this
106 Ordinance.

107 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
108 and it is hereby ordained that the provisions of this Ordinance shall become and made a
109 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
110 be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may
111 be changed to “Section” or other appropriate word.

112 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
113 ordinances or resolutions in conflict herewith are hereby repealed.

114 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
115 on second reading.

117 **PASSED** and **ADOPTED** on first reading this ____ day of _____, 2023.

118

119 **PASSED** and **ADOPTED** on second reading this ___ day of _____, 2023.

122 On Final Reading Moved by: _____

124 On Final Reading Second by: _____

126 **First Reading:**
127 Motion by: _____
128 Second by: _____

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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: September 12, 2023

Subject: **Pension Ordinance Extending DROP Participation for Non-Union Members from 60 to 72 Months to be Consistent with FOP Benefits**

The Town Administration recommends approval of the proposed Ordinance.

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").

The Town and the Florida State Lodge of the Fraternal Order of Police (FOP) recently ratified a new collective bargaining agreement (CBA) which extended the maximum period of DROP participation from 60 to 72 months for law enforcement officers and communications operator employees. Ordinance No. 2023-1751 amended the Retirement Plan to implement the FOP CBA. The proposed Ordinance would similarly extend the maximum period of DROP participation to 72 months for general employees and senior management, who are not covered by a collective bargaining agreement. Across the state of Florida, the maximum period of DROP participation was recently extended by the Florida Legislature for members of the Florida Retirement System. The proposed Ordinance was recommended by the Pension Board, in consultation with Town staff and the Board's actuary. The proposed Ordinance amends the following provisions of the Retirement Plan:

Section 2-193: Amends subparagraph (1) governing eligibility to participate in the DROP program. Currently DROP participants are required to separate from service with the Town at the expiration of the five-year maximum period of DROP participation from five years to six years.

According to the Pension Board's actuary, the proposed amendment will not have any actuarial impact, as DROP participants are already retired. Monthly pension benefit accruals are frozen when a member retires and enters the DROP program.

The proposed amendment would only apply to general employees and senior management employees who are not covered by a collective bargaining agreement, including existing

DROP participants. The amendments would not apply to former employees or retirees who have already separated from Town employment.

[Pension Ordinance - DROP Extension Non-Union.docx](#)

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Section 2. Section 2-193, “Deferred retirement option plan (DROP)”, of Division 2. – “Pension Plan”, of Article V. – “Employee Benefits”, of Chapter 2. – “Administration”, of the Town Code is hereby amended, as follows:

Chapter 2 – Administration

Article V. – Employee Benefits

Division 2. – Pension Plan

* * *

Sec. 2-193. – Deferred retirement option plan.

49 A deferred retirement option plan ("DROP") is hereby created as follows:

- 50 (1) *Eligibility.* A member of the plan who reaches normal retirement age shall be
- 51 eligible to participate in the DROP ("eligible member"). An eligible member
- 52 may participate in the DROP for a maximum of 60 months from the date the
- 53 member reaches his or her normal retirement date. Anything herein to the
- 54 contrary notwithstanding, if an eligible member has reached his or her normal
- 55 retirement date on or before the date the DROP plan is implemented, then the
- 56 eligible member shall have 60 days from the date the DROP plan is
- 57 implemented to elect in writing to participate in the DROP for the maximum
- 58 DROP participation period of 60 months. Effective October 1, 2022, the
- 59 maximum period of DROP participation shall be 72 months for sworn law
- 60 enforcement officers and communications operators. Effective October 1,
- 61 2023, the maximum period of DROP participation shall be 72 months for
- 62 general and senior management members, including current DROP
- 63 participants, who are not members of a collective bargaining unit.

* * *

65 **Section 3. Conflicts.** All sections or parts of sections of the Town Code, all
66 ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict
67 herewith, be and the same, are hereby repealed to the extent of such conflict.

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



MEMORANDUM

ITEM NO. 4B3.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Ordinance Amending Section 90-41 Regulated Uses - Arcades**

Town Administration finds that decoupling typical arcade games from liquor establishments is appropriate. This alteration to the Code may contribute to the Town's unique cultural, retail, and dining experiences, and may compliment a variety of uses that are vital to the Town's residents, economy, and tourism industry.

The Town Code regulates permitted uses within the Town's zoning districts. Section 90-41(c) of the Code permits the operation of coin-operated games of skill within establishments that serve liquor for consumption on the premises, provided not more than three games of skill are permitted in any such establishment, and that such games may not be used for wagering nor for the awarding of prizes of any value. Any other use or quantity of games is prohibited. These limitations prevent the establishment of a business in the Town business district that is primarily focused on games of skill. An arcade, for example would be prohibited under the present code. Generally, children and teenagers enjoy these types of games and requiring liquor to be served at such a business is inappropriate.

This proposed Code change would allow for coin and credit operated machines for dispensing goods or services and continue to prohibit washing machines, dryers and other laundry-related equipment. The Code change would define an arcade as an establishment that contains three or more amusement devices of any description, including, but not limited to, pinball amusement games, computer amusement games and/or games of chance for the public amusement, patronage or recreation. No coin-operated games of chance would be permitted because those may be construed as gambling under state law. Additionally, small prizes, of up to \$50 in value, may be awarded for the games of skill.

[Ordinance Amending Section 90-41 Regulated Uses - Arcades](#)

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 90-41, "REGULATED USES", TO PERMIT COIN OR CREDIT OPERATED AMUSEMENT DEVICES AND ARCADES; 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 90-41 of the Code regulates permitted uses within the Town's
11 zoning districts; and

12 **WHEREAS**, Section 90-41(c) of the Code permits the operation of coin-operated
13 games of skill within establishments that serve liquor for consumption on the premises,
14 provided not more than three games of skill are permitted in any such establishment, and
15 that such games may not be used for wagering nor for the awarding of prizes of any
16 value; and

17 **WHEREAS**, the current Code limitations on games of skill prohibit arcade and other
18 media games that are popular with adolescents and the public, and restrict the ability for
19 a retail establishment to provide such games; and

20 **WHEREAS**, the Town Commission finds that decoupling amusement devices from
21 liquor establishments may contribute to the Town's unique cultural, retail, and dining
22 experience, and may compliment a variety of uses that are vital to the Town's residents,
23 economy, and tourism industry; and

	H30A	H30B	H30C	H40	H120	SD-B40
Retail and General Commercial Uses						
Antique shops	-	-	-	-	-	P
Appliances	-	-	-	-	-	P
Art and photograph galleries	-	-	-	-	-	P
Art dealers	-	-	-	-	-	P
Art supplies	-	-	-	-	-	P
Beauty/personal services	-	-	-	-	-	P(19)
Health club or studio	-	-	-	-	-	P(16,19)
Books and newspaper	-	-	-	-	-	P
Cigars and tobacco	-	-	-	-	-	P
Coin <u>and credit</u> operated machines, <u>amusement devices</u> ; arcade			-	-		P(15)
Department stores	-	-	-	-	-	P
Drug stores	-	-	-	-	-	P(30)
Dry cleaning and laundry agency	-	-	-	-	-	P(10)
Dry goods			-	-		P
Flowers and plants	-	-	-	-	-	P
Furniture	-	-	-	-	-	P(14)
Furrier	-	-	-	-	-	P
Gift shops			-	-		P
Hardware, paint and wallpaper	-	-	-	-	-	P
Jewelry	-	-	-	-	-	P
Locksmith	-	-	-	-	-	P(11)
Luggage			-	-		P
Men's, women's, children's clothing	-	-	-	-	-	P
Millinery	-	-	-	-	-	P
Office machines and supplies	-	-	-	-	-	P
Pet supplies			-	-		P
Photographers and camera stores	-	-	-	-	-	P
Pottery	-	-	-	-	-	P
Sale of televisions, radios, phonograph and recording equipment	-	-	-	-	-	P
Sheet music and musical instruments			-	-		P
Shoe repair	-	-	-	-	-	P(20)
Shoes	-	-	-	-	-	P
Sporting goods			-	-		P
Stationery and greeting cards	-	-	-	-	-	P

Structured parking facility	-	-	CU(23)	-	CU(23)	-
Sundries	-	-	-	-	-	P
Tailor	-	-	-	-	-	P
Toys	-	-	-	-	-	P
Video tapes sales and rentals	-	-	-	-	-	P(12)

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* * *

60 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

61

62 (d) Uses table notes.

63

* * *

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65 (15) Coin and credit operated machines for dispensing goods or services are permitted,
66 except that washing machines, dryers and other laundry-related equipment are prohibited.
67 An Arcade is an establishment that contains three or more amusement devices of any
68 description, including, but not limited to, pinball amusement games, computer amusement
69 games and/or games of chance for the public amusement, patronage or recreation. No
70 coin-operated games of chance are permitted which may be construed as gambling under
71 state law, but coin-operated games of skill are permitted within establishments solely
72 dispensing liquor, for consumption on the premises only; provided, however, that not more
73 than three such games of skill are permitted in any such establishment, and that such and
74 no permitted games shall not be used for wagering, ~~nor for~~ but may result in the awarding
75 of prizes ~~of any value~~ up to \$50 in value.

76

Section 3. Severability. If any section, sentence, clause or phrase of this
77 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
78 then said holding shall in no way affect the validity of the remaining portions of this
79 Ordinance.

80

Section 4. Inclusion in the Code. It is the intention of the Town Commission,
81 and it is hereby ordained that the provisions of this Ordinance shall become and made a part
82 of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be
83 renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be
84 changed to “Section” or other appropriate word.

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.

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PASSED on first reading on the ____ day of _____, 2023.

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PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

94 **First Reading:**
95 Motion by: _____
96 Second by: _____

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99 **Second Reading:**
100 Motion by: _____
101 Second by: _____

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104 **FINAL VOTE ON ADOPTION**
105 Commissioner Fred Landsman _____
106 Commissioner Marianne Meisheid _____
107 Commissioner Nelly Velasquez _____
108 Vice Mayor Jeffrey Rose _____
109 Mayor Shlomo Danzinger _____

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113 Shlomo Danzinger, Mayor

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115 _____
116 Sandra N. McCready, MMC
117 Town Clerk

118 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
119 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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122 _____
123 Weiss Serota Helfman Cole & Bierman, P.L.
124 Town Attorney



MEMORANDUM

ITEM NO. 5A.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Town of Surfside Contribution Towards School Resource Officer for School Year 2023 to 2024**

Town Administration recommends approval of the attached resolution which authorizes the execution of the Memorandum of Understanding funding and additional School Resource Officer for school year 2023/2024 in the amount of \$21,008.

In response to the horrific shooting at the Marjory Stoneman Douglas High School, the Florida Legislature produced, in the 2018 Legislative Session, the Marjory Stoneman Douglas High School Public Safety Act, Senate Bill SB 7026. The legislation represents a comprehensive approach to addressing school safety and includes a requirement to assign one or more safe-school officers at each school facility in the state beginning at the start of the new school year. The Miami-Dade Schools Police had requested assistance from local governments to assist in staffing some schools until proper staffing levels are achieved to fulfill the new mandate. Ruth K. Broad Bay Harbor K-8 Center is one of the schools that has been staffed by the local agency, Bay Harbor Islands Police and Miami Dade Schools Police.

Though the Town did assist in funding the School Resource Officer (SRO) via a resolution in October 2018, the full cost was covered by the Miami Dade School Board for the last few school years. Officer Brilliant of the Bay Harbor Islands Police Department is the dedicated officer who is very familiar with the school, teachers, parents, kids etc.

The Miami Dade School Board will also fund an additional local dedicated SRO through a Memorandum of Understanding with Bay Harbour Islands at full cost from Miami Dade Schools Police Department.

The Town of Bay Harbor Islands, Village of Bal Harbour and the Town of Surfside will equally fund the School Resource Officer (SRO), through the Bay Harbor Island Police Department in the amount of \$63,022.00 per year. The shared cost of 1/3 for each agency will be \$21,008.00. Bay Harbor Islands will be entering into a Memorandum of Understanding directly with the Miami Dade School Board and will employ the designated SRO.

Surfside would be joining the neighboring communities of Bay Harbor Islands and Bal Harbour in support of this program by supplementing the full time School Resource Officer. While Surfside and Bal Harbour will each share 1/3 of the cost of the School Resource Officer above the funds provided by the School Board, the Resource Officer will be an employee of Bay Harbor Islands Police Department and the Town of Surfside will exercise no control or employment functions related to the Resource Officer.

[Reso Approving MOU for Additional School Resource Officer at Ruth K Broad School](#)

[MOU Surfside Bay Harbor Islands Bal Harbour for School Resource Officer Support](#)

RESOLUTION NO. 2023-_____

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

WHEREAS, the Town of Surfside (the “Town”), the Village of Bal Harbour (“Bal Harbour”), and the Town of Bay Harbor Islands (“Bay Harbor Islands”) are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of the Town, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (the “School”) which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (the “School Board”) in which the School Board will provide a school resource officer (the “Resource Officer”) at the School during School hours for the current school year; and

WHEREAS, in addition to the School Board’s assigned Resource Officer, the Town of Bay Harbor Islands will provide an additional Resource Officer at the School that will serve to further protect the safety of the School’s children, with an approximate cost of \$63,022.00 per year, to be shared equally by the Town, Bal Harbour and Bay Harbor Islands in the amount of \$21,007.33 each; and

WHEREAS, the Town, Bal Harbour and Bay Harbor Islands desire to enter into a Memorandum of Understanding, in substantially the form attached hereto as Exhibit “A,” for the purpose of contributing equally in the approximate amount of \$21,007.33 each towards the cost of the additional Resource Officer at the School who will serve to protect the safety of the children who reside within the Town, Bal Harbour and Bay Harbor Islands (the “MOU”); and

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

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

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

Section 2. Approval of MOU; Authorization to Expend Funds. The MOU, in substantially the form attached hereto as Exhibit “A,” is approved. The Town Commission further authorizes the contribution and expenditure of approximately \$21,007.33 toward the cost of the additional Resource Officer at he School.

Section 3. Authorization. The Town Manager is hereby authorized to execute the MOU attached hereto as Exhibit “A,” subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement the MOU and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of September, 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, THE
VILLAGE OF BAL HARBOUR, AND THE TOWN
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2023 by and between The Town of Surfside (“Surfside”), The Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a “Party.”

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (“School”) which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which the School Board will provide their own School Resource Officer (“SRO”) at Ruth K. Broad; and

WHEREAS, in addition to the School Board’s assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island’s appointed Resource Officer will be approximately \$63,022.00, per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$21,007.33 for each of the parties (municipalities) involved; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer.¹
3. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Town appointed Resource Officer, the total cost of the Town appointed Resource Officer, and each Party’s equal

¹ The anticipated Town appointed Resource Officer expense is \$63,022.00 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$21,007.33 each.

share of the Cost (“Invoice”). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days of their receipt of the Invoice.

4. Bal Harbour and Surfside’s obligations under this MOU are solely limited to their financial contribution of approximately \$21,007.33 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a “joint employer” of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town’s appointed Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town appointed Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee’s actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.
5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties (“Effective Date”). The term of this MOU shall run concurrently with the term of Bay Harbor Island’s Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit “A.”

Town of Bay Harbor Islands, Florida

By: _____
 Maria Lasday, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____



MEMORANDUM

ITEM NO. 5B.

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

From: Hector Gomez, Town Manager

Date: September 12, 2023

Subject: **Resolution Supporting the Town's Florida Department of Environmental Protection (FDEP) 2024-2025 Beaches Funding Assistance Grant Application for the Dune Restoration Project**

Town Administration recommends approval of the attached resolution.

The Town of Surfside's staff has submitted a grant application to the Florida Department of Environmental Protection (FDEP) for the Beaches Funding Assistance grant cycle of 2024-2025. This marks the Town's second submission for this funding category, with the aim of securing additional funds for the Town's Dune Restoration Project.

The grant application seeks funding to cover design, permitting, construction, and monitoring expenses related to the Project. The revised total estimated Project cost is \$2,441,367.00. If awarded, the grant would cover approximately 50% of this revised cost estimate, which reflects an escalation of costs.

Consequently, the Town is formally requesting a grant amount of \$749,883.50 from the FDEP for this funding cycle. The Town is prepared to match this grant amount with an equal contribution of \$749,883.50, dedicated to the implementation of the Project. It's important to note that this financial commitment is in addition to the funds allocated for the 2023-2024 funding cycle, for which the Town was previously awarded funding in the amount of \$470,800.

The envisioned timeline for the Project spans from October 1, 2022, to September 30, 2025. Throughout this period, the Town will collaborate with the non-federal sponsor, Miami-Dade County, to ensure that all federal, state, and local requirements are met, including obtaining necessary permits.

The different phases of the Project are as follows:

Design & Permitting: The Town has selected Kimley-Horn & Associates as the consulting firm responsible for preparing design documents and securing required permits. The cost for the design phase is established at \$111,500, as outlined in the purchase order provided to the

consultant.

Construction: During the construction phase, the Town plans to engage contractors for tasks such as removing invasive plant species, installing a diverter dune, reinforcing the eastern boundary of the system, increasing dune height, and introducing additional native plant species. The estimated cost for the construction phase now stands at \$1,967,080.00.

Monitoring and Additional Project Components: The Project's scope now encompasses various monitoring activities and additional components, including the involvement of an arborist and allocation for contingencies. While some of these tasks will be managed in-house by the Town staff, the total cost for this aspect of the Project is currently estimated to be around \$362,787.00.

The Town intends to seek grant reimbursement specifically for the phases and components that align with the Project and adhere to the requirements set forth by the grant. Through this comprehensive approach, the Town of Surfside is actively working to enhance and restore its coastal environment for the benefit of its community and beyond.

[Resolution In Support of Grant Application FDEP Dune Restoration Project](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING THE TOWN'S FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) 2024-2025 BEACHES FUNDING ASSISTANCE GRANT APPLICATION FOR ADDITIONAL FUNDING RELATED TO THE DUNE RESTORATION PROJECT; CONFIRMING THE TOWN'S ABILITY TO ALLOCATE MATCH FUNDING AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE TOWN'S DUNE RESTORATION PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is responsible for the maintenance and preservation of the beach adjacent to the Town that is the subject of the Town's Dune Restoration Project (the "Project"); and

WHEREAS, the Project consists of three phases: (1) the design phase, including design and permitting for the Project; (2) the construction phase, including removal of invasive plant species, installation of diverter dunes, reinforcement of the eastern boundary of the dune, and installation of native plant species; and (3) the monitoring phase, including post-construction monitoring as required by the Florida Department of Environmental Protection ("FDEP") and related regulatory agencies; and

WHEREAS, the Town submitted a grant application to FDEP in 2022 seeking funding for the Project and was awarded a grant (the "First Grant"); however, the Town has since reevaluated the Project cost estimates and identified a significant increase in costs due to nationwide labor and material cost escalations; and

WHEREAS, in response to this financial challenge, the Town has submitted a second grant application to FDEP for the 2024-2025 Beaches Funding Assistance grant cycle, requesting additional Project funding (the "Grant Application"); and

WHEREAS, the Town supports the Grant Application, as well as the permitting, design, construction, and monitoring of the Project; and

WHEREAS, the Town is willing to serve as the local sponsor for the Project and commits to matching funding of the local share of a state approved project in its capital improvement budget for the design and permitting phase of the Project; and

WHEREAS, the Town Commission has determined that the Project, the Grant Application, and the adoption of this Resolution are in the best interest of the Town and its residents.

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

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

Section 2. Supporting the Project and the FDEP Grant. The Town Commission hereby confirms its support for the Grant Application in order to seek additional funding for the Project.

Section 3. Funding of Project. The Town Commission hereby confirms that it shall provide matching funding for the Project required for the permitting, design, construction, and monitoring of the Project that is not funded by Miami-Dade County, FEMA, the State of Florida, FDEP, or any other related regulatory governmental agency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 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

ITEM NO. 5C.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: September 12, 2023
Subject: **Right-of-Way Alley Maintenance Map**

Town Administration is seeking Town Commission approval of the Resolution accepting a Right-of-Way Maintenance Map for the Commercial Alleyway located on the 200 block from 94th Street to 96th Street within the Town of Surfside.

The Town of Surfside performs continued maintenance of all Right-of-Way (ROW) areas under the Town's jurisdiction. The maintenance includes surface maintenance such as roadway upkeep and cleaning, as well as stormwater management practices through drainage systems. The majority of the Town's ROW is platted and defined to belong to the Town. Some areas are not as clearly defined but have been maintained by the Town using public funds since the Town's inception. One of these areas is the commercial alleyway located on the 200 block from 94th Street to 96th Street within the Town of Surfside, which has been continuously maintained and repaired by the Town.

The commercial alleyway was surveyed by the Town in order to determine the extents under Town ROW maintenance. This survey can be found in Attachment A - "200 Block from 96 Street to 94 Street Alleyway Right of Way Map". The alleyway has a stormwater system owned and maintained by the Town. The alleyway has traffic control devices and receives constant roadway repairs, as needed. Lastly, the Town engages in multiple public services such as solid waste collection through the alleyway. Pursuant to Section 95.361, Florida Statutes, the Town will commence the process of formally filing a ROW map with Miami-Dade County Clerk to formally accept the dedication of the alley and define the ownership. By doing so, it will allow for the installation of various items required for utilities undergrounding and also the ability to uniformly improve the alleyway by obtaining grants.

[Resolution Maintenance Map](#)

[Attachment A - 200 Block from 96 Street to 94 Street Alleyway Right of Way Map](#)

RESOLUTION 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING DEDICATION BY RIGHT-OF-WAY MAINTENANCE MAP OF A PORTION OF A COMMERCIAL ALLEYWAY BETWEEN N.W. 94TH STREET AND N.W. 96TH STREET BY OPERATION OF LAW IN ACCORDANCE WITH SECTION 95.361, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 95.361, Florida Statutes, where it cannot be determined who constructed a roadway, but the roadway has been maintained by a municipality with public funds for the immediately preceding seven (7) years, the road shall be deemed to be dedicated to the public to the extent of the width that has been maintained by the Town of Surfside (“Town”); and

WHEREAS, the Town has maintained that portion of the Commercial Alleyway identified in the attached Right-of-Way Maintenance Map (the “Right-of-Way Maintenance Map”) located between 94th Street and 96th Street (Roadway”) for more than seven (7) years; and

WHEREAS, pursuant to Section 95.361, Florida Statutes, the dedication to the public vests all rights, title, easement and appurtenances in and to the Roadway in the Town upon the filing of the Right-of-Way Maintenance Map with the office of the Miami-Dade County Clerk of Courts; and

WHEREAS, the Town desires to approve and accept a dedication of the Roadway, by operation of law, as provided for in Section 95.361, Florida Statutes.

NOW, THEREFORE, IT IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SURFSIDE AS FOLLOWS:

Section 1. Recitals Adopted. That the above recitals are true and correct and are hereby adopted and confirmed as a part of this Resolution.

Section 2. Dedication Approved and Accepted. The Town hereby approves and accepts, by operation of law, the dedication of the Roadway, including those portions of

Commercial Alleyway identified in the Right-of-Way Maintenance Map attached hereto as Exhibit "A."

Section 3. Implementation. The Town Mayor, Town Officials, and Town Clerk are authorized to execute any and all documentation and take all action necessary to certify the acceptance of the Roadway dedication, including execution and filing of the Right-of-Way Map with Miami-Dade County, Florida, Clerk of Courts, and implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 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

LEGAL DESCRIPTION

CERTIFICATION OF ROAD RIGHT OF WAY STATUTORY DEDICATION PURSUANT TO S. 95-361 (2) FLORIDA STATUTE (2023).

WHEREAS THERE HAS EXISTED FOR THE PAST 7 YEARS, AS PUBLIC ROAD RIGHT OF WAY ON PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

THE COMMERCIAL ALLEYWAY AS SHOWN ON THE PLAT OF ALTOS DEL MAR NO. 6, AS RECORDED IN PLAT BOOK 8, PAGE 106 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, WITHIN BLOCKS 3 AND 4, LOCATED BETWEEN 94TH STREET AND 96TH STREET, LESS THE WEST ONE FOOT ADJACENT TO LOTS 13 TO 15, BLOCK 4, AND LESS THE WEST ONE FOOT OF THE NORTH 75 FEET OF THE UNNUMBERED LOT IN THE NORTHWEST QUARTER OF BLOCK 3 OF THE PLAT OF ALTOS DEL MAR NO. 6, AS RECORDED IN PLAT BOOK 8, PAGE 106 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID NORTH 75 FEET, AS RECORDED IN OFFICIAL RECORDS BOOK 20670, PAGE 1264 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LOCATED IN THE TOWN OF SURFSIDE, CONTAINING 0.42 ACRES, MORE OR LESS.

LEGEND

- B = BASELINE
- C & G = CURB AND GUTTER
- C = CENTERLINE
- CONC = CONCRETE
- (D) = DEED
- E = EASTING
- FD = FOUND
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- (M) = MEASURED
- M.D.C.R. = MIAMI-DADE COUNTY RECORDS
- N/A = NOT-APPLICABLE
- N = NOTHING
- N.L. = NAIL
- NO. = NUMBER
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- P.E. = PROFESSIONAL ENGINEER
- PG. = PAGE
- PROJ. = PROJECT
- R/W = RIGHT-OF-WAY
- RGE. = RANGE
- RT. = RIGHT
- S.R. = STATE ROAD
- SEC. = SECTION
- STA. = STATION
- TWP. = TOWNSHIP
- TYP. = TYPICAL
- U.E. = UTILITY EASEMENT

SURVEYOR NOTES:

- ADDITIONS AND/OR DELETIONS TO THIS SURVEY MAP, BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, COVENANTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- UNDERGROUND FOUNDATIONS WERE NOT LOCATED OR SHOWN HEREON.
- THERE IS NO EVIDENCE THAT UNDERGROUND ENCROACHMENTS EXIST; HOWEVER, NO SUBSURFACE INVESTIGATION WAS PERFORMED TO DETERMINE IF UNDERGROUND ENCROACHMENTS ARE PRESENT.
- DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMAL PORTIONS THEREOF, UNLESS SHOWN OTHERWISE.
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 / 1990 ADJUSTMENT AND AS SHOWN IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE ROAD A1A, SECTION 87060, DATED 02-2005, HAVING A REFERENCE BEARING OF NORTH 86°53'22" EAST, ALONG THE CENTERLINE OF 94TH STREET.
- THE EXPECTED HORIZONTAL ACCURACY OF THE FEATURES SHOWN HEREON IS ±0.2' FOR THE LIMITS OF HARD SURFACES, SUCH AS ASPHALT, CONCRETE, CURBING, BUILDINGS, ETC.
- THE SYMBOLS SHOWN IN THE LEGEND AND ON THIS MAP MAY HAVE BEEN ENLARGED OR REDUCED FOR CLARITY, AND MAY NOT DEPICT THE ACTUAL SIZE OR SHAPE OF THE FEATURES. THE EXPECTED HORIZONTAL ACCURACY OF THE SYMBOLS SHOWN ON THIS MAP IS ±0.3' FROM THE CENTER OF THE SYMBOL, UNLESS OTHERWISE NOTED.
- PROPERTY LINES AND EASEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY.
- THE MAINTENANCE RIGHT OF WAY IS 15' THROUGHOUT THE WHOLE PROJECT CORRIDOR UNLESS SPECIFIED OTHERWISE.
- THIS MAP IS INTENDED TO BE USED AS AN INSTRUMENT FOR CONVEYANCE, DEDICATION OR APPROPRIATION.
- TOPOGRAPHIC SURVEY INFORMATION SHOWN HEREON WAS PREPARED BY KCI TECHNOLOGIES, INC.
- ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SHEET INDEX	
SHEET No.	DESCRIPTION
1	COVER SHEET
2-4	DETAIL SHEETS

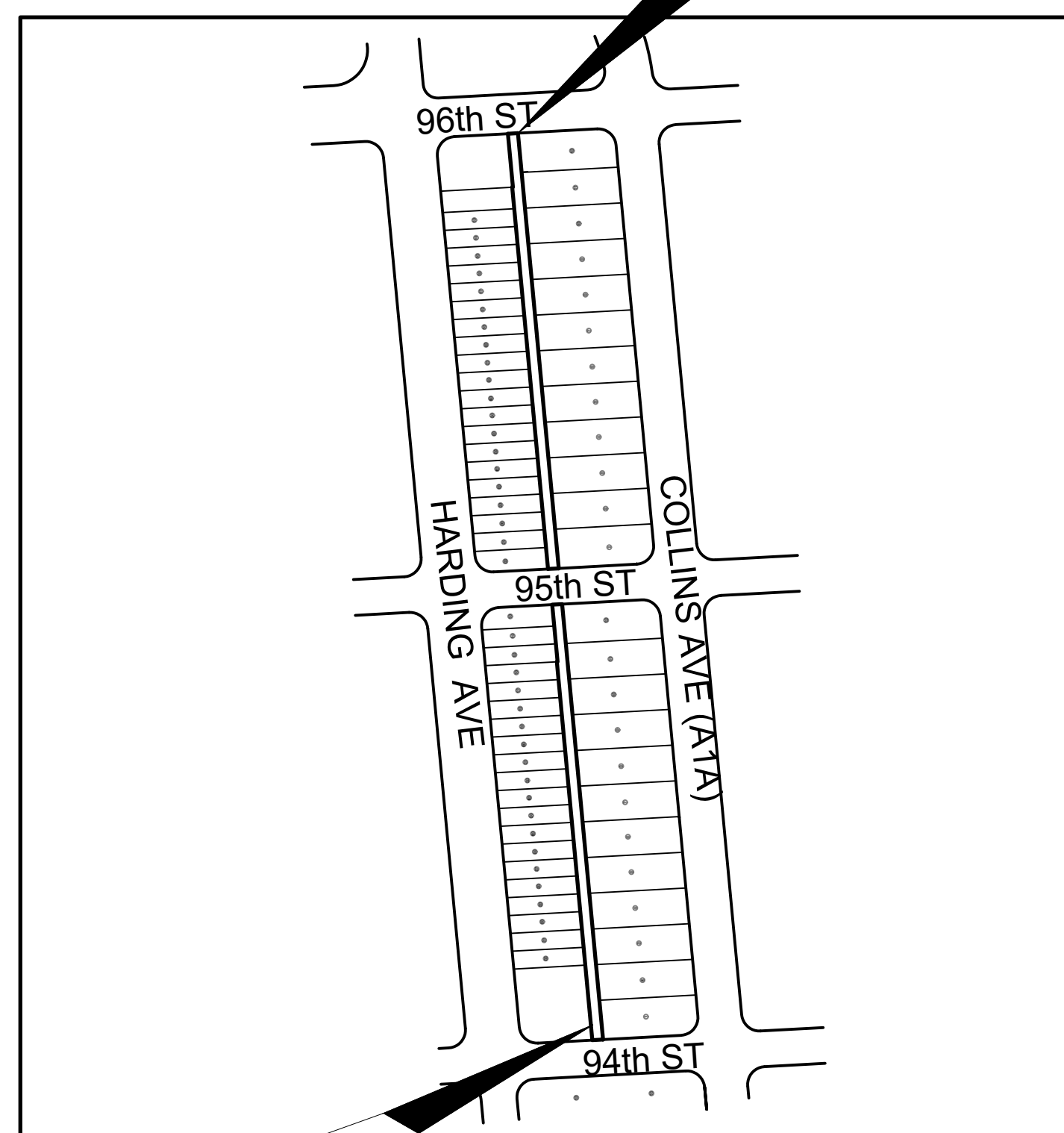
MAINTENANCE ENGINEER CERTIFICATION

THIS IS TO CERTIFY THAT THE LIMITS OF THE ROADWAY AS SHOWN SHADED ON THIS MAP HAVE BEEN MAINTAINED CONTINUOUSLY FOR SEVEN (7) YEARS IMMEDIATELY PAST, WITHOUT INTERRUPTION OR DISTURBANCE FOR A PORTION OF COMMERCIAL ALLEYWAYS LOCATED BETWEEN 94TH STREET AND 96TH STREET AND 96TH STREET IN THE TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA. THE ABOVE REFERENCED RIGHT-OF-WAY IS NOT CURRENTLY ON THE AD VALOREM TAX ROLLS FOR MIAMI DADE COUNTY, FLORIDA AND, NOW, THEREFORE, THIS MAP IS BEING RECORDED PURSUANT TO S. 95-361 (3)(2016), TO INDICATE THAT SO SUCH STATUTE THAT THE RIGHT OF WAY SEGMENT IS DEEMED DEDICATED TO THE PUBLIC AND THAT SUCH DEDICATION OF VESTS ALL RIGHT, TITLE, EASEMENT, AND APPURTENANCES IN AND TO SUCH ROAD IN THE TOWN OF SURFSIDE, FLORIDA.

RANDY STOKES
DIRECTOR OF PUBLIC WORKS
9293 HARDING AVENUE
SURFSIDE, FL 33154

TOWN OF SURFSIDE
MAINTENANCE MAP
SPECIFIC PURPOSE SURVEY

COMMERCIAL ALLEYWAY
LOCATED BETWEEN 94TH STREET AND 96TH STREET
TOWN OF SURFSIDE
MIAMI-DADE COUNTY, FLORIDA



BEGIN MAINTENANCE MAP
COMMERCIAL ALLEYWAY
STA. 10+00.00

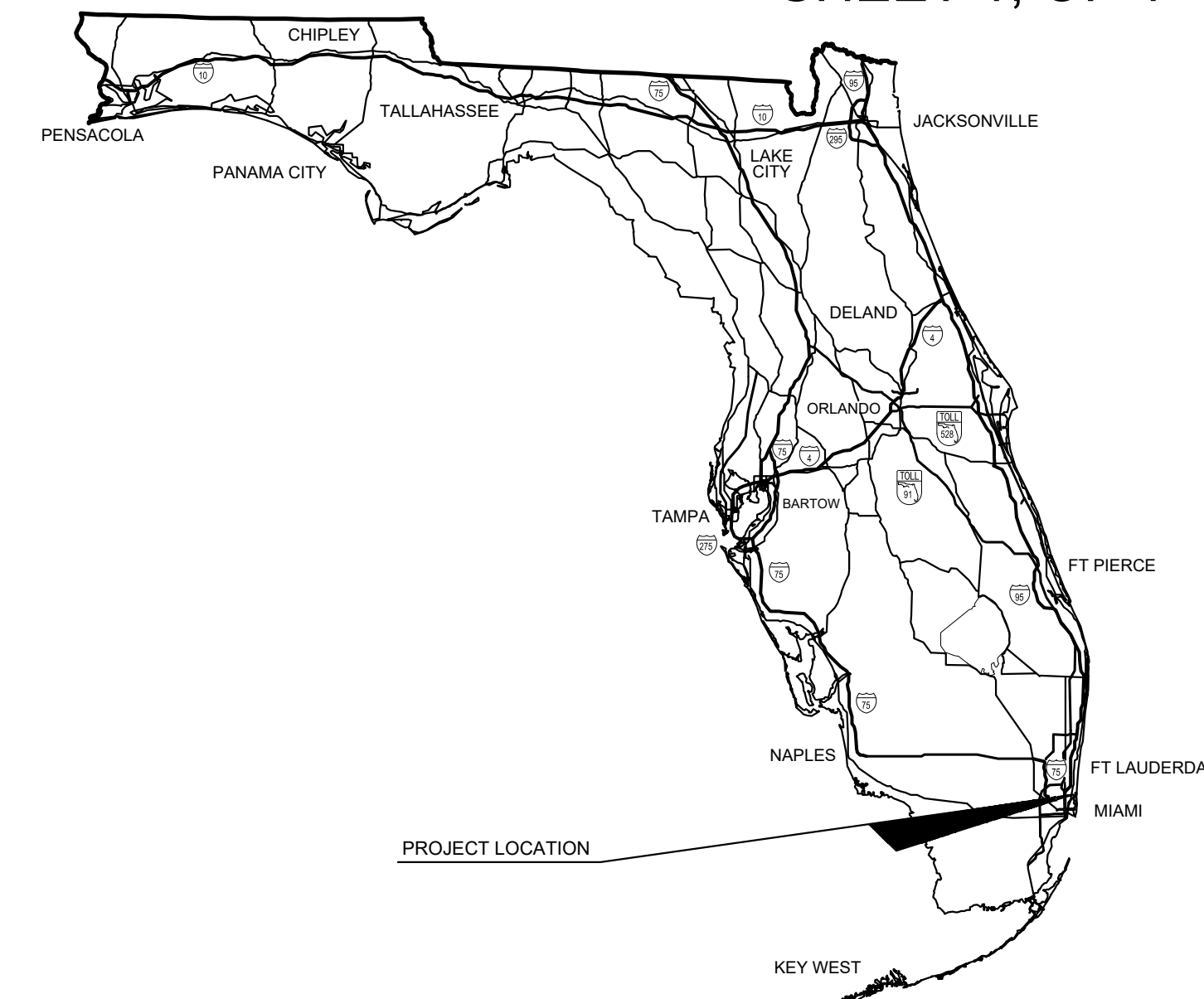
LOCATION MAP
NOT TO SCALE

END MAINTENANCE MAP
COMMERCIAL ALLEYWAY
STA. 23+20.45



NORTH

THIS MAINTENANCE MAP WAS APPROVED BY RESOLUTION NO. _____ PASSED AND ADOPTED BY THE CITY COUNCIL OF THE TOWN OF SURFSIDE, FLORIDA ON THIS _____ DAY OF _____ AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



SURVEYOR'S CERTIFICATION

THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURVEY LINE AND LOCATING THE LIMITS OF MAINTAINED RIGHT OF WAY AS IDENTIFIED BY THE MAINTENANCE ENGINEER FOR THE TRANSPORTATION FACILITY SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON 11/15/2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BENJAMIN B. HOYLE
PROFESSIONAL SURVEYOR AND MAPPER NO. 6769
KCI TECHNOLOGIES, INC. LB 6901
1425 W. CYPRESS CREEK ROAD, SUITE 101
FORT LAUDERDALE, FL 33309
(954) 776-1616
DATE: _____

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

RIGHT-OF-WAY LIMITS DETERMINED FROM PLATS OF RECORD, FIELD SURVEY OF EXISTING IMPROVEMENTS, AND RECORD TITLE.

THIS MAINTENANCE MAP IS SUPPORTED BY FIELD SURVEY DATED 11/15/2022, UNDER THE RESPONSIBLE CHARGE OF BENJAMIN B. HOYLE, PROFESSIONAL SURVEYOR AND MAPPER NO. 6769, KCI TECHNOLOGIES, INC. LB 6901, 1425 W. CYPRESS CREEK ROAD, SUITE 101, FORT LAUDERDALE, FL 33309.

MAINTENANCE MAP CERTIFICATION

THE FOREGOING STATEMENTS AND MAP OF WHICH THIS CERTIFICATION IS PART IS HEREBY DULY CERTIFIED BY THE TOWN OF SURFSIDE, ACTING THROUGH ITS MAYOR, TOWN CLERK, AND DIRECTOR OF PUBLIC WORKS, IN EXECUTING THIS CERTIFICATION, HEREBY CERTIFY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF THEIR RESPECTIVE PERSONAL KNOWLEDGE.

WHEREAS, THE REFERENCED RIGHT-OF-WAY IS PART OF THE CITY STREET SYSTEM, AND, WHEREAS, THE REFERENCED RIGHT-OF-WAY IS NOT CURRENTLY ON THE AD VALOREM TAX ROLLS FOR MIAMI DADE COUNTY, FLORIDA AND, NOW, THEREFORE, THIS MAP IS BEING RECORDED PURSUANT TO S. 95.361 (3) (2018), TO INDICATE THAT TO SUCH STATUTE THAT THE RIGHT OF WAY SEGMENT IS DEEMED DEDICATED TO THE PUBLIC AND THAT SUCH DEDICATION OF VESTS ALL RIGHT, TITLE, EASEMENT, AND APPURTENANCES IN AND TO SUCH ROAD IN THE TOWN OF SURFSIDE, FLORIDA;

TOWN OF SURFSIDE

BY: _____
SHLOMO DANZINGER, MAYOR
9293 HARDING AVENUE
SURFSIDE, FL 33154

ATTEST

BY: _____
SANDRA N. MCCREARY, TOWN CLERK
9293 HARDING AVENUE
SURFSIDE, FL 33154

CLERK OF COURT CERTIFICATION

THIS IS TO CERTIFY THAT SHEETS NUMBERED 1 TO 4 INCLUSIVE, CONSTITUTE A TRUE COPY OF THE TOWN OF SURFSIDE MAINTENANCE MAP FOR A PORTION OF COMMERCIAL ALLEYWAYS LOCATED BETWEEN 94TH STREET AND 96TH STREET AND 96TH STREET IN THE TOWN OF SURFSIDE, MIAMI-DADE COUNTY, FLORIDA.

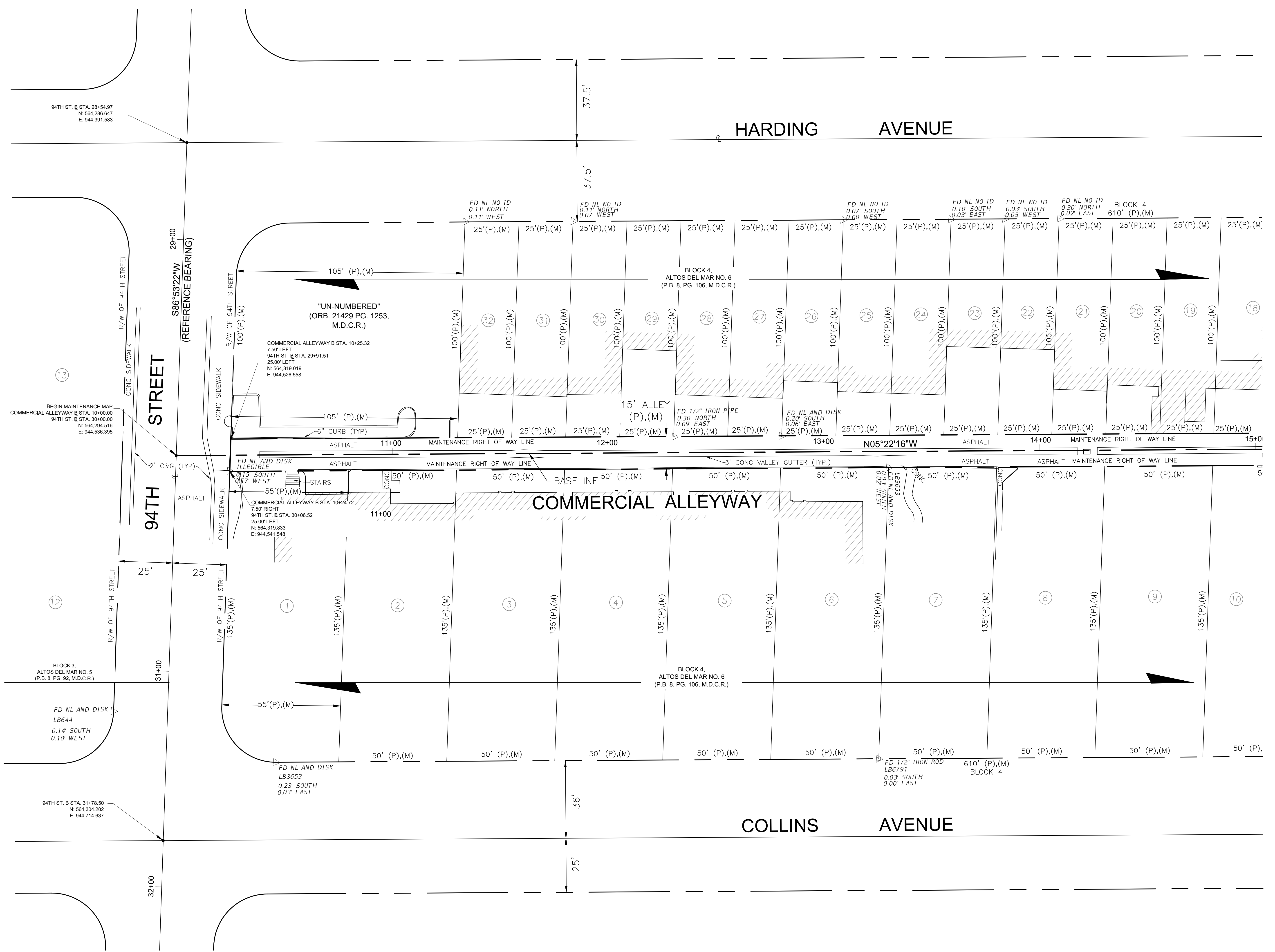
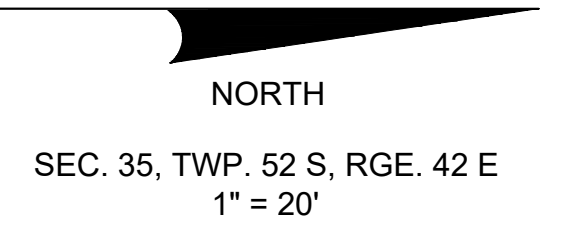
THE PROPERTY LABELED MAINTENANCE LINE ON SAID SHEETS HAS BEEN VESTED IN THE TOWN OF SURFSIDE PURSUANT TO THE PROVISION OF SECTION 95.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE TOWN OF SURFSIDE AT _____, FLORIDA, THIS _____ DAY OF _____, A.D. 20__.

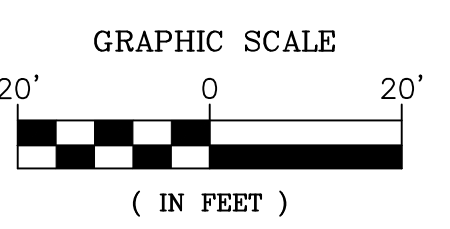
TOWN SECRETARY _____ (WITNESS)
TOWN OF SURFSIDE

COMMERCIAL ALLEYWAY BETWEEN 94TH STREET AND 96TH STREET

MAINTENANCE MAP	TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	PRELIM	BY	DATE	TOWN OF SURFSIDE	MAPS PREPARED BY: KCI TECHNOLOGIES, INC. LB 6901 1425 W. CYPRESS CREEK ROAD, ST 101 FORT LAUDERDALE, FL 33309 (954) 776-1616	DATA SOURCE
		REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	CHECKED	B. HOYLE	05/01/2023	COMMERCIAL ALLEYWAY		MIAMI-DADE COUNTY
															PROJ. NO. 482021474.01	SHEET 1 OF 4

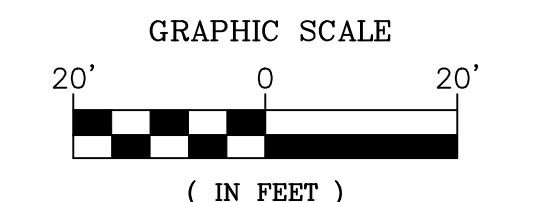
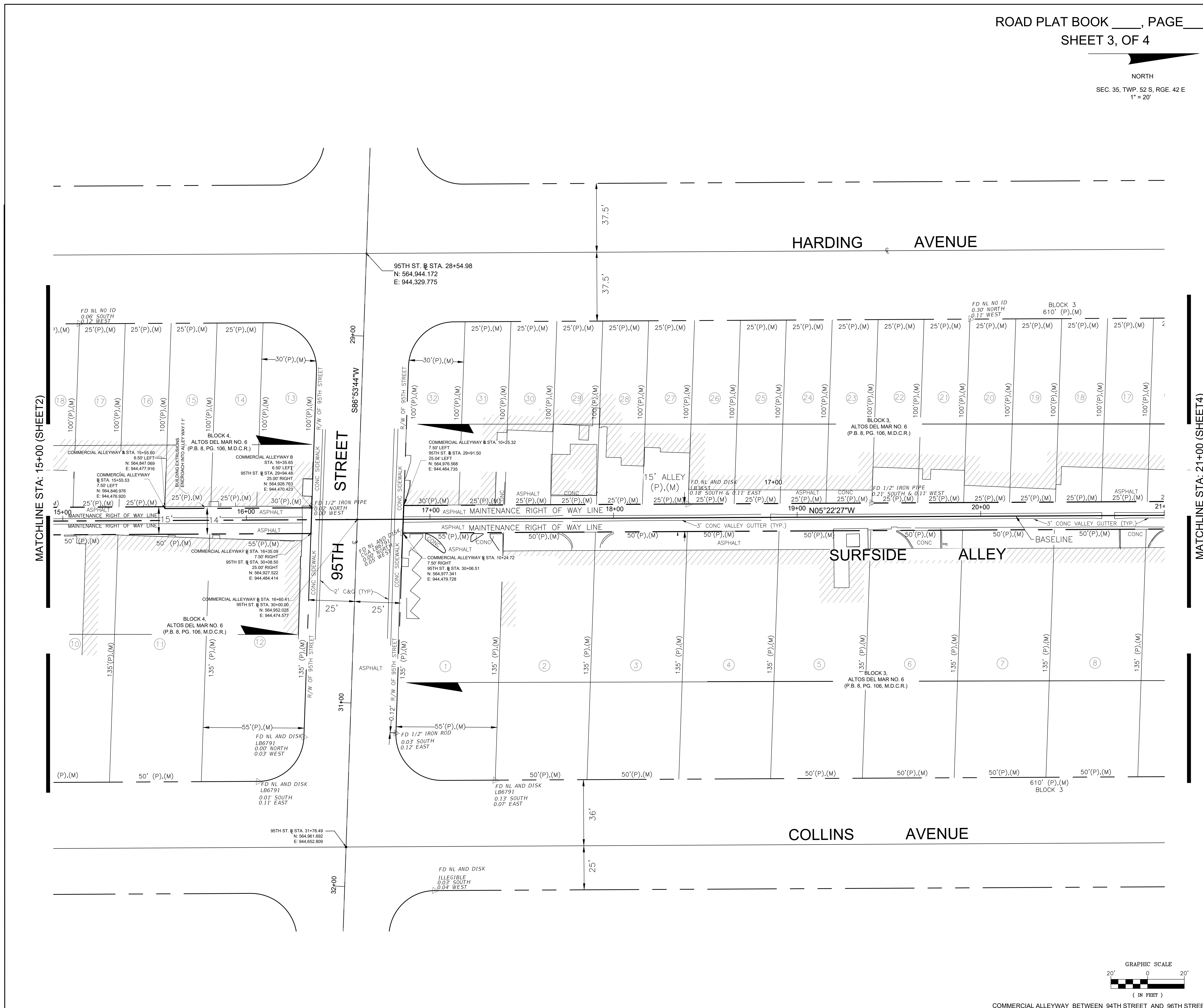
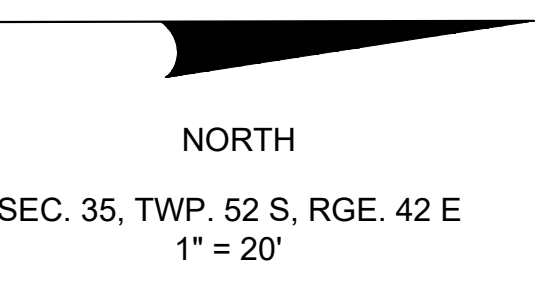


MATCHLINE STA: 15+00 (SHEET 3)



COMMERCIAL ALLEYWAY BETWEEN 94TH STREET AND 96TH STREET

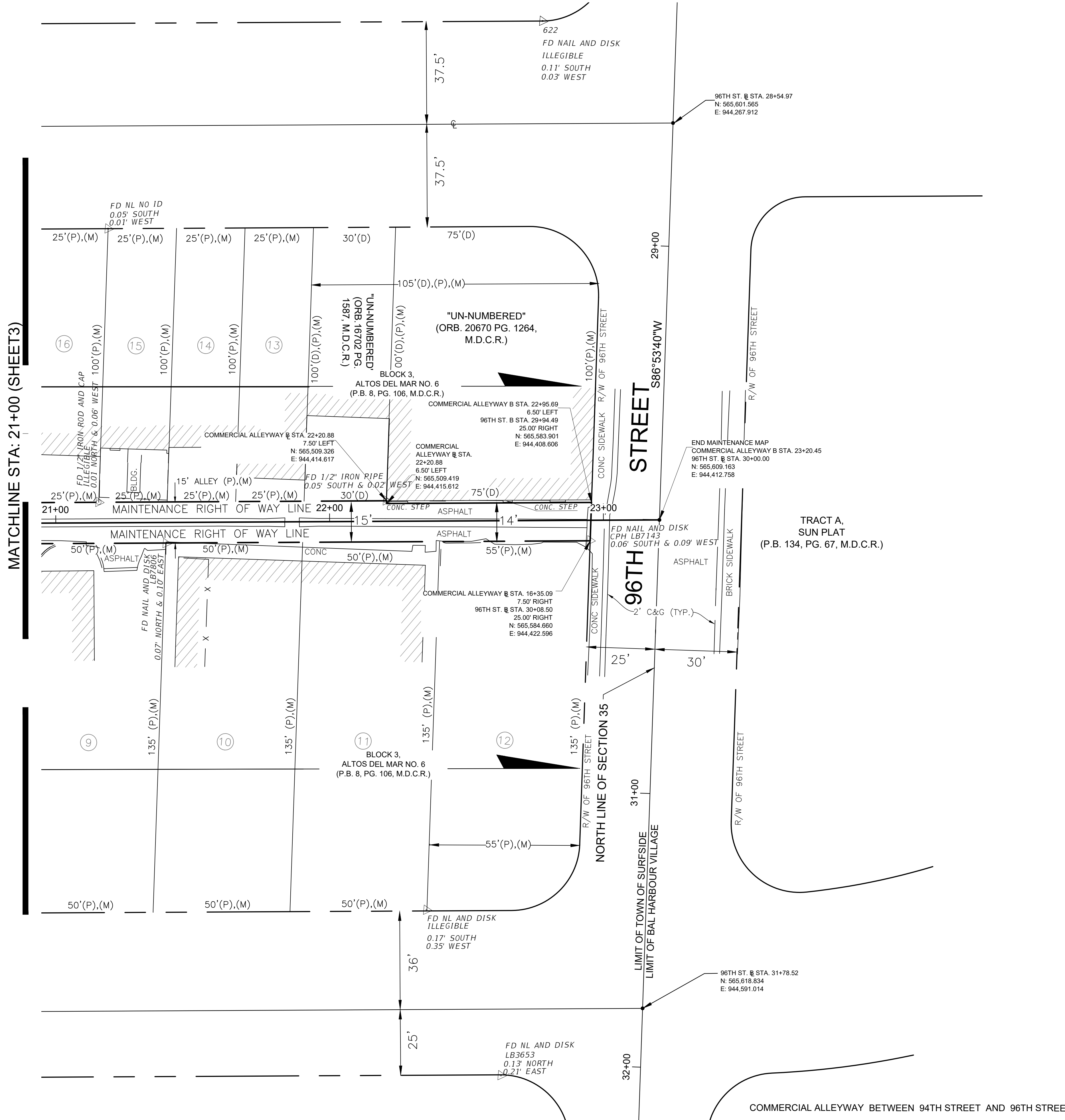
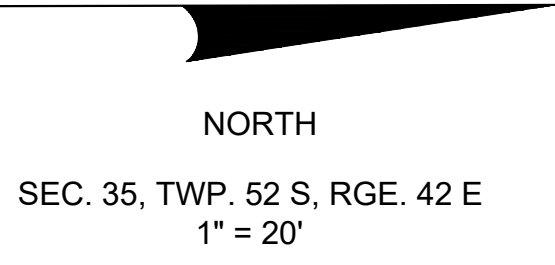
MAINTENANCE MAP	TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	PRELIM	BY	DATE	TOWN OF SURFSIDE	MAPS PREPARED BY: KCI TECHNOLOGIES, INC. LB 6901 1420 W. CYPRESS CREEK ROAD, ST 101 FORT LAUDERDALE, FL 33309 (954) 376-1616	DATA SOURCE: SEE SHEET 1 SCALE: 1" = 20'	PROJ. NO. 482021474.01	SHEET 2 OF 4
		REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	CHECKED	B. HOYLE	05/01/2023	COMMERCIAL ALLEYWAY				



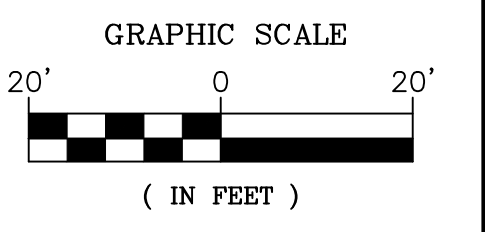
COMMERCIAL ALLEYWAY BETWEEN 94TH STREET AND 96TH STREET

MAINTENANCE MAP	TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	BY	DATE	TOWN OF SURFSIDE	MIAMI-DADE COUNTY	PROJ. NO. 482021474.01	SHEET 3 OF 4
											PRELIM			MAPS PREPARED BY: HCI TECHNOLOGIES, INC. LB 6901 1425 W. CYPRESS CREEK ROAD, ST 101 FORT LAUDERDALE, FL 33309 (954) 776-1616	DATA SOURCE: SEE SHEET 1 SCALE: 1" = 20'	
											CHECKED	B. HOYLE	04/25/2023	COMMERCIAL ALLEYWAY		

Z:\Projects\482021474.01 Surfside Underground Phase II\SURVEY\CAD\Surfside_Commercial_Alley_Maintenance_Map.dwg



MATCHLINE STA: 21+00 (SHEET3)



COMMERCIAL ALLEYWAY BETWEEN 94TH STREET AND 96TH STREET

MAINTENANCE MAP	TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT	BY		DATE		TOWN OF SURFSIDE	COMMERCIAL ALLEYWAY	MIAMI-DADE COUNTY	PROJ. NO. 482021474.01	SHEET 4 OF 4
		PRELIM								
REVISION	BY	DATE	REVISION	BY	DATE	CHECKED	B. HOYLE	04/25/2023		

Z:\Projects\482021474.01 Surfside Underground Phase II\SURVEY\CAD\Surfside_Commercial_Alley_Maintenance_Map.dwg



MEMORANDUM

ITEM NO. 5D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Commissioner Nelly Velasquez
Date: September 12, 2023
Subject: **Censure Resolution**

We must pass this resolution, in its current form, or with changes recommended by any of the other elected officials, to make a clear and unambiguous commission statement that our Town rejects this mayor's very hurtful words.

Not passing this resolution sends a clear message that a majority on the commission does not believe that the mayor's comments were hurtful and harmful – and that would be wrong.

This censure resolution is necessary to declare to the entire Town that the Surfside Commission rejects and disavows the mayor's callous comments towards women and Hispanics. The mayor's habit of denying residents their right to speak is bad, but recently the mayor has gone beyond that and in anger, lashed out at one of our elected officials with hurtful and harmful words that not only was disrespectful to the targeted official, but to our Town as a whole.

[Resolution Censure - Shlomo Danzinger.pdf](#)

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CENSURE DIRECTED TOWARDS MAYOR SHLOMO DANZINGER; FINDING THAT MAYOR DANZINGER’S BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST REFRAIN FROM SLURS OR COMMENTS DIRECTED AT COLLEAGUES AND/OR TOWN RESIDENTS WHICH SHAME, DEMEAN OR TARGET ONE BASED ON BEING A MEMBER OF A MINORITY GROUP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is a municipal corporation located within Miami-Dade County, Florida, duly organized and existing under the laws of the State of Florida and is charged with providing exceptional public services to residents located within its corporate limits; and

WHEREAS, Mayor Shlomo Danzinger was elected in March of 2022, to serve the citizens of the Town of Surfside; and

WHEREAS, Mayor Danzinger swore an oath, that among other things, he would perform the duties of the office of Mayor and serve in the best interests of the Town; and

WHEREAS, the office and the aforementioned duties of a Surfside Mayor require that such person meet and maintain the highest standards of behavior; and

WHEREAS, mayor Danzinger took it upon himself to lash out in frustrative anger at a colleague, who happens to be a female and Hispanic, one born in America, who speaks English fluently. The demeaning question to those in the room regarding Commissioner Velasquez, “*does anybody know how to speak Spanish*” is a common slur often suffered by Spanish natives and nationals, meant to infer stupidity, inadequacy, or inferiority.

WHEREAS, members of the Surfside Town Commission have received complaints and the Town of Surfside has been subjected to embarrassing news coverage in local and national media regarding the recent unacceptable comments made by Mr. Danzinger; and

WHEREAS, The Miami Herald, our community’s paper of record, not only reported on mayor Danzinger’s comments directed towards one of his colleagues in a front-page article, they found it necessary to issue a completely separate editorial board opinion article to roundly denounce mayor Danzinger’s “racist remark.”

WHEREAS, Mayor Danzinger’s behavior and comments have resulted in The Miami Herald’s editorial board having to instruct Mr. Danzinger that “racist insults and sexist remarks reveal themselves in subtle ways,” including “the slip of a tongue.”

WHEREAS, the Town Commission wishes to declare and establish that the Town Commission does not, in any way, shape or form condone or accept Mayor Danzinger's aforementioned behavior; and

WHEREAS, the Surfside Town Commission also wishes to make it clear that Mr. Danzinger's aforementioned behavior must not, in any way, be something that the Town's residents or professional staff or the Town Commission, are forced to endure; and

WHEREAS, the Surfside Town Commission finds that this resolution is necessary and beneficial to its elected body, its citizens and staff given Mr. Danzinger's unacceptable behavior, which has been the subject of widespread news coverage. Moreover, because good government and respectful and professional behavior is a solemn duty of the Town's elected officials.

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

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

Section 2. Approving Censure; Findings. The Town Commission hereby approves formally censuring and reprimanding Mayor Danzinger for his unacceptable behavior. Mayor Danzinger is hereby called upon to cease the aforementioned behavior immediately and to conduct himself hereafter in a manner befitting a Town Mayor with respect towards the Vice Mayor, Commission, Town Staff, residents and the public.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of August, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Mayor Shlomo Danzinger _____
Vice Mayor Jeffrey Rose _____
Commissioner Nelly Velasquez _____
Commissioner Marianne Miescheid _____
Commissioner Fred Landsman _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC,
Town Clerk

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

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



MEMORANDUM

ITEM NO. 5E.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Commissioner Nelly Velasquez
Date: September 12, 2023
Subject: **Planning & Zoning Admonishment Resolution**

The Surfside Commission should stand with the families and urge the P&Z board to reconsider their vote and further, work with the developer to create a design which does not place the Trash facilities near or next to the Memorial.

The Town of Surfside, for the last two years, has vowed to support and assist the families of the Champlain Towers collapse. The last Town Commission went further and dedicated 88th Street, from Collins to the hardpack, to be utilized as a Memorial to remember and honor those who died in the collapse. Further, the last Town Commission explicitly noted at the meeting which passed the resolution, that trash facilities shall not be near or next to the Memorial. Last night, the Planning and Zoning board voted to place the trash facilities precisely where the Commission explicitly did not want those facilities should not go, next to the Memorial.

[Resolution Admonishing Planning Zoning Board Quasi-Judicial Hearing Recommendation](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING ADMONISHMENT DIRECTED TOWARDS THE TOWN OF SURFSIDE PLANNING AND ZONING BOARD; FINDING THAT THE BOARD'S 'DAMAC PROJECT RECOMMENDATION OF APPROVAL OF THE SITE PLAN' THAT PERMITS THE LOCATION OF TRASH FACILITIES NEAR THE CHAMPLAIN MEMORIAL IS INTOLERABLE AND THAT TRASH FACILITIES MUST NOT BE LOCATED NEAR OR NEXT TO THE MEMORIAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is a municipal corporation located within Miami-Dade County, Florida, duly organized and existing under the laws of the State of Florida and is charged with providing exceptional public services to residents located within its corporate limits; and

WHEREAS, Town Commission Members have duly appointed each of the Planning and Zoning Board ("P&Z") members; and

WHEREAS, Each of the P&Z members has a duty, among other things, to serve the best interests of the Town; and

WHEREAS, The prior Commission unanimously passed a resolution to dedicate 88th Street as Memorial to the 98 victims of the Champlain Collapse; and

WHEREAS, Members of the previous and current Commission have promised to respect, support, and assist the family members of the Champlain Collapse to construct a proper and respectful Memorial on 88th Street; and

WHEREAS, It is clear from the discussions had by the previous Commission regarding the resolution to construct a Memorial on 88th Street that no garbage facilities would be permitted to be constructed next to, or near same; and

WHEREAS, Residents, the families of the victims and the Town Commission were shocked and dismayed, when on 8/31/2023, the P&Z members voted to approve the construction of a trash facility next to the Memorial; and

WHEREAS, It is clear to the Town Commission that the purported justifications put forward by all of the P&Z members, excepting of Lindsay

Lecour (who stood with the families) were misguided and conjectural efforts to excuse the construction of trash facilities next to or near the Memorial; and

WHEREAS, Had there been a sincere effort to prevent trash facilities from being located next to or near the Memorial, the P&Z Board would have required the developer to *design* the building to ensure that trash facilities would not be located near or next to the Memorial, and further, if the building must be redesigned to facilitate same, then we require that said redesign of the building be undertaken to ensure that trash facilities not be located near or next to the Memorial; and

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

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

Section 2. Approving Admonishment; Findings. The Town Commission hereby approves formally admonishing the Planning and Zoning board for its recommendation of approval to the Town Commission at the Quasi-Judicial Hearing of a site plan that permits the location of a trash facility next to the Memorial. The Planning and Zoning Board is hereby urged to reconsider their recommendation to approve the site plan that permits trash facilities near or next to the Memorial, pursuant to applicable Town Code and Rules and request that the Applicant consider all other options and work with the +state, county, and local agencies to relocate the trash facilities, so that the Memorial can be constructed with respect, love, and creativity, and, without the burden of trash facilities near or next to it.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of September, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Mayor Shlomo Danzinger _____
Vice Mayor Jeffrey Rose _____
Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

ITEM NO. 5F.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager,
Date: September 12, 2023
Subject: **Solid Waste Services Special Assessment Final Annual Rate Resolution**

Town Administration recommends that the Town Commission adopt the resolution as the final annual assessment resolution for Solid Waste for Fiscal Year 2023/2024.

The Town annually special assesses residential properties of 4 units or less per parcel for the cost of solid waste services those properties will receive during the fiscal year. This assessment process uses the property tax bill as the billing and collection method for the revenue needed to help pay for the services the residents receive. This billing is done by the Town's Finance Department.

The billing department will collect about \$363,979.00 from this process, which will be used to pay for the cost of solid waste services. The Town budgets 96% of the estimated revenue of \$379,144.48. It is recommended that the rate remains at \$331.42 per property address. This is the same rate as fiscal year 2022/2023.

On July 11, 2023, the Town adopted the Preliminary Rate Resolution No. 2023-3003, setting the place, date, and time of the public hearing on the final assessment resolution. The notice was placed on the property tax bill and a newspaper display ad that was published. This public hearing is the final hearing for reimposition of the annual solid waste assessment. Once approved, the assessment roll will be given to the property appraiser and tax collector for billing and collection on the property tax bills that typically are mailed out in November. Property owners that fail to pay any part of their property tax bill, including this assessment, could lose title to their property.

[Surfside July 11 CC - Preliminary Solid Waste Assessment](#)

[Proof of Advertisement - Solid Waste Assessment.pdf](#)

Preliminary Rate Resolution For Solid Waste Assessments July 2023

Rate Resolution for Solid Waste Assessment September 2023



MEMORANDUM

ITEM NO.

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

From: Town Manager, Hector Gomez

Date: July 11, 2023

Subject: Solid Waste Services Special Assessment Preliminary Rate Resolution

Town Administration recommends that the Town Commission adopt the resolution as a matter precedent to the final assessment resolution. This resolution does not levy the assessment, but merely notices the public of the Town's intent to again assess for this service and sets the place, date, and time for the final hearing.

The Town annually special assesses residential properties of 4 units or less per parcel for the cost of solid waste services those properties will receive during the fiscal year. This assessment process uses the property tax bill as the billing and collection method for the revenue needed to help pay for the services the residents receive.

The billing department will collect about \$363,979.00 from this process, which will be used to pay for the cost of solid waste services. It is recommended that the rate remains at \$331.42. The Town bills other properties, including residential parcels that have more than 4 units, for commercial solid waste services. This billing is done by the Town's Finance Department.

This resolution will set the place, date, and time of the public hearing on the final assessment resolution. This notice will be placed on the property tax bill and a newspaper display ad will also be published. The final hearing is scheduled for August 9th. Once approved, the assessment roll will be given to the property appraiser and tax collector for billing and collection on the property tax bills that typically are mailed out in November. Property owners that fail to pay any part of their property tax bill, including this assessment, could lose title to their property.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

TOWN OF SURFSIDE - HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS - SEPT. 12, 2023

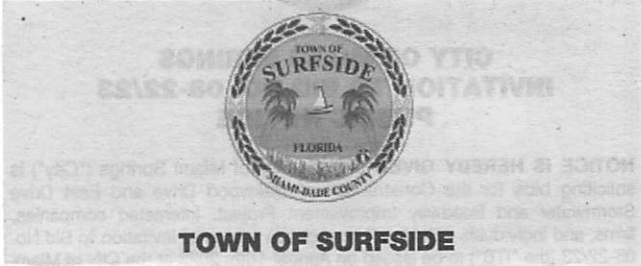
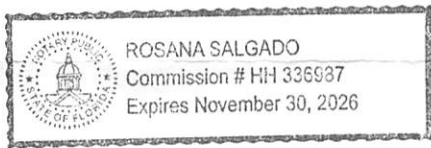
in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

08/16/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
16 day of AUGUST, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me



TOWN OF SURFSIDE

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2023, against certain improved residential properties located within the incorporated area of the Town, to fund the cost of solid waste collection, disposal and recycling services provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 7:00 p.m. on September 12, 2023, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least 7 days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Town of Surfside for the upcoming fiscal year is estimated to be \$379,144. The rate of assessment for the upcoming fiscal year shall be \$331.42 per Dwelling Unit. The maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2019 and future fiscal years shall be \$400.00 per Dwelling Unit. Copies of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

If you have any questions, please contact the Town at (305) 861-4863, Ext. 226, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023; as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

TOWN COMMISSION OF
TOWN OF SURFSIDE, FLORIDA
23-01/0000674207M

TOWN OF SURFSIDE, FLORIDA

**PRELIMINARY RATE RESOLUTION
FOR SOLID WASTE MANAGEMENT SERVICES**

ADOPTED July 11, 2023

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") of the Town of Surfside, Florida (the "Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), which authorizes the annual reimposition of annual Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services for Residential Property and certain Assessed Property within the Town; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection, disposal and recycling services for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

WHEREAS, the Commission desires to reimpose an annual Solid Waste Service Assessment for collection, disposal and recycling services, through an assessment program within the Town, using the tax bill collection method for the Fiscal Year beginning on October 1, 2023.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2023. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF SOLID WASTE SERVICES.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services against Assessed Property located within the Town, the Town shall provide Solid Waste collection, disposal and recycling services to such Assessed Property.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Town's provision of Solid Waste

Management Services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 5. ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENT RATE.

(A) For the Fiscal Year beginning October 1, 2023, for which Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services are to be reimposed, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon the methodology and procedures set forth in the Ordinance. The total Solid Waste Cost for the Fiscal Year beginning October 1, 2023 is estimated to be \$379,144. Accordingly, a rate of assessment equal to \$331.42 for each of the 1,144 current number of Dwelling Units for solid waste management services, including collection, disposal and recycling services is hereby approved for the Fiscal Year beginning October 1, 2023.

(B) In accordance with Section 2.08 of the Ordinance, a maximum assessment rate of \$400.00 per Dwelling Unit for solid waste collection, disposal and recycling services was approved for the Fiscal Year beginning October 1, 2019, and future fiscal years.

(C) The Town Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2023 in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Town conforming to the description contained on the Tax Roll, (2) the name and address of the Owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment attributable to each Dwelling Unit for Solid Waste collection, disposal and recycling services.

(D) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll is maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer database available to the public.

(E) The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(F) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services is a fair and reasonable method of apportioning the Solid Waste Cost therefore among parcels of Assessed Property.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on September 12, 2023, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the reimposition of such Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services for the Fiscal Year beginning October 1, 2023 and collecting such assessments on the same bill as ad valorem taxes.

SECTION 7. NOTICE BY PUBLICATION. The Town Manager shall publish a notice, as required by Section 2.04 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published no later than August 23, 2023 in a newspaper generally circulated in Miami-Dade County.

SECTION 8. NOTICE BY MAIL. The Town Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property which has been reclassified or issued a new Certificate of Occupancy (C.O.) pursuant to a building permit for a Dwelling Unit that was not included on the Assessment Roll approved for the prior fiscal year, and in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 23, 2023.

SECTION 9. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 11th day of July, 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 McCreedy, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 23, 2023 NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2023, against certain improved residential properties located within the incorporated area of the Town, to fund the cost of solid waste collection, disposal and recycling services provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 7:00 p.m. on September 12, 2023, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least 7 days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Town of Surfside for the upcoming fiscal year is estimated to be \$379,144. The rate of assessment for the upcoming fiscal year shall be \$331.42 per Dwelling Unit. The

maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2019 and future fiscal years shall be \$400.00 per Dwelling Unit. Copies of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

If you have any questions, please contact the Town at (305) 861-4863, Ext. 226, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

**TOWN COMMISSION OF
TOWN OF SURFSIDE, FLORIDA**

APPENDIX B

FORM OF NOTICE TO BE MAILED

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

**Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154**

TOWN OF SURFSIDE, FLORIDA
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD
VALOREM ASSESSMENTS

NOTICE DATE: August __, 2023

**Owner
Address
City, State Zip**

*Sequence #
Tax Parcel #
Legal Description:*

As required by section 197.3632, Florida Statutes, and the direction of the Town Commission, notice is given by Town of Surfside, Florida, that annual assessments for solid waste services using the tax bill collection method, may be reimposed and levied on your property. The use of an annual special assessment to fund solid waste services benefiting improved property located within the Town of Surfside, Florida, in the past has proven to be fair, efficient and effective. The total annual solid waste assessment revenue to be collected within the Town of Surfside, Florida is estimated to be \$_____. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property.

The following is a summary of the non-ad valorem special assessments being reimposed on the above parcel for the fiscal year beginning October 1, 2023.

The above parcel is subject to the solid waste service assessment:

The total number of residential dwelling units on the above parcel is _____.

The annual solid waste service assessment for the above parcel is \$ _____ (\$331.42 for each residential dwelling unit) for fiscal year commencing October 1, 2023.

The maximum annual solid waste service assessment for the above parcel is \$ _____ (\$400.00 for each residential dwelling unit) for the Town's fiscal year commencing October 1, 2023, and each fiscal year thereafter.

A public hearing will be held at 7:00 p.m. on September __, 2023, Town of Surfside, Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of receiving public comment on the proposed assessments. All owners of improved property within the Town were mailed individual notices similar to this one when the assessments were first imposed. Subsequently, only owners of reclassified property which resulted in an increased assessment, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Town Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the legal documentation for the assessment program are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

The special assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Town Finance Department at (305) 861-4863, Monday through Friday between 9:00 a.m. and 5:00 p.m.

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") of Town of Surfside, Florida (the "Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, against certain residential Assessed Property within the Town;

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services, for each Fiscal Year is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Assessed Property;

WHEREAS, the Commission desires to reimpose an assessment program for Solid Waste management services, including collection, disposal and recycling services or programs, within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2023;

WHEREAS, the Commission, on July 11, 2023, adopted Resolution No. 2023-3003 (the "Preliminary Rate Resolution"), containing a brief and general description of the Solid Waste management services, including collection, disposal and recycling services, to be

provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to reimpose Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2023, the Ordinance requires the Town to adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Year, with such amendments as the Commission deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, a public hearing was held on September 12, 2023, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Solid Waste Management Services Assessment Ordinance (Ordination No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this

Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the Preliminary Rate Resolution.

SECTION 3. REIMPOSITION OF SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste management services, including collection, disposal and recycling services, described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Town will be benefited by the Town's provision of Solid Waste management services, including collection, disposal and recycling services or programs, in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste management services, including collection, disposal and recycling services, to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2023, the Solid Waste Cost as set out in the Preliminary Rate Resolution is \$379,144.48 and shall be allocated among all parcels of Assessed Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$331.42 for solid waste collection, disposal and recycling services is hereby imposed for each of the 1,144 Dwelling Units. Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) For future fiscal years, as authorized in Section 2.08 of the Ordinance, a maximum assessment rate of \$400.00 per Dwelling Unit for solid waste management services, including collection, disposal and recycling services, is hereby approved. This amount can be imposed in future fiscal years without additional notice, but is not required to be imposed.

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Town shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) Such Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Town Commission of this Annual Rate Resolution. Upon perfection, the

lien for Solid Waste Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

(G) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

SECTION 4. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of September, 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

APPENDIX A

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of Town of Surfside, Florida or the authorized agent of Town of Surfside, Florida (the "Town"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste management services (the "Non-Ad Valorem Assessment Roll") for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Miami-Dade County Tax Collector on or about September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Miami-Dade County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2023.

TOWN OF SURFSIDE, FLORIDA

By: _____
Shlomo Danzinger, Mayor

[to be delivered to Tax Collector on or about September 15, 2023]



TOWN MANAGER'S REPORT

SEPTEMBER 12, 2023

I. TOWN DEPARTMENTS

Building Department

A. The main building of the new 96th Street Park has completed the first 10 feet of above grade structural walls and has completed the pouring of the first occupied floor of the building.

B. Demolition of the 9 story condominium also known as the Surf House, located at 8995 Collins Avenue is nearly complete. Two layers of green safety netting have been utilized to ensure no demolition debris goes off site onto neighboring buildings. Seismographs have been placed on neighboring properties to monitor vibration. All work is being performed in accordance with our Construction Site Safety Ordinance.

C. Deep Soil Mixing, which is a non-vibrational form of below grade construction, is nearly complete for the foundation (only) of the new condominium proposed for the site formerly known as the Hillcrest Condominium. There has been no construction in progress issues with neighboring properties. The new modern 12 story structure, located at 9165 Collins Avenue, will be called Surf Club Residences North.

D. Building Department permit and inspection numbers as of August 28, 2023, are as follows:

- Building Permits issued – 128
- Inspections performed – 264
- Lien search – 10
- TCOs/COs/CCs issued – 1

Code Compliance Division

A. As of August 29, 2023, the total number of open cases being managed is 179. Of these cases, 76 are actively working towards compliance; 7 cases are on-hold; 16 cases are in the Special Master hearing queue; 11 cases are in post-hearing status; 18 code cases have been issued liens and remain unpaid; 47 code cases have service liens

and remain unpaid. All properties with unpaid liens are sent reminder letters to contact us to reach a resolution.

B. The Code Compliance staff has conducted an approximate of 137 inspections from July 26, 2023 to August 29, 2023.

C. The Division presented nine cases to the Special Magistrate on August 16, 2023.

D. Collected Civil Penalty Fines – Unresolved cases accrue fines until the code violation is resolved. After the violation is corrected, the property owner is notified to remit the fine amount due, reach a settlement agreement with the Town, or request a Mitigation of Fines Hearing.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 23: As of August 29, 2023, 83 cases have paid/settle for a total monetary collection of \$ \$61,507.99.
- 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.

E. The Code Compliance Division has assisted the Finance Department by conducting 28 Code lien searches from July 26, 2023 to August 29, 2023.

F. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services/Tourism & Public Communications Department

A. November 7 Special Election – Tourism and Communications has developed a communications plan for the November 7 Special Election. The Ballot questions and educational summaries will be posted on all of the Town's existing channels including the Gazette, Town website landing page, social media posts and stories and Channel 663 over the coming months leading up to the election date.

B. Town Website Redesign – Tourism and Communications is working on refining the content for each Town department prior to the launch of the redesigned Town website. The Town will continue using the same provider and platform, but the new design will improve the user experience by offering a cleaner, more modern look and more efficient organization across the board.

C. Tourist Board Business District Enhancement Survey – Tourism and Communications worked on distributing a survey on behalf of the Tourist Board to gauge how Town businesses feel about Board initiatives, and to identify areas for increased

partnership and synergy. The results are to be shared at the September Tourist Board meeting.

D. Final Events of the Fiscal Year – This month, the Tourist Board will be holding its final special events of what has been a record-breaking season with 27 special events. In the spirit of conservation, the Board will be presenting the International Coastal Cleanup Day Plastic Fishing Festival on Sunday, September 17 and close out the season with Music on the Beach, Tropical Band, on Sunday, September 24.

E. Tourist Board Looks Ahead to Next Fiscal Year – Tourism and Communications is working on a series of new proposals and events on behalf of the Tourist Board. The Board has approved a fall beach series, *Seaside Soiree*, scheduled for one Sunday October through December.

F. Resident Brochure – Tourism and Communications has been working with all Town Departments on finalizing the Resident Brochure which acts as a comprehensive guide for residents. The publication is scheduled to be released this month.

Human Resources

Human Resources continues to provide support and assistance to the Town Administration, departments and staff in relation to a variety of items/services to include:

A. Positions Filled – Community Service Aide – Tourism, Communications Operator, Lifeguard (Seasonal).

B. Risk Management – Continue insurance renewal process for all employee related insurance (health, dental, life, vision, short term / long term, life etc). Submitted claims liability related claims, responded to adjuster questions, accepted actual cash value and coordinated pickup of Town vehicle involved in a collision.

C. Interviews – Communications Operator, Police Officer, Maintenance Worker II – W & S, Parking Enforcement Officer, and Lifeguard Seasonal were conducted.

D. 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.

E. EEOC Complaints – Awaiting on response from EEOC with regards to complaint filed by former employee, Malarie Dauginikas.

F. Workers Comp – Provided assistance to staff, responded to adjuster's questions and FLC's attorney regarding workers comp matters.

G. Safety and Wellness Initiatives – Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

Finance Department

Monthly Budget to Actual Summary as of July 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 and the design of the new Tennis Recreation center. P&R is overseeing the following facilities: The Community Center, Tennis Center, the Beach Lifeguard Tower, Hawthorne Tot Lot, and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. Hours for the pickleball programming have been adjusted and are in place. Hours have been adjusted to maximize tennis and pickleball hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Pool hours are from 7:00 a.m. to 7:00 p.m. for month of September and the Lifeguard Tower from 9:00 a.m. to 5:30 p.m.

B. YMCA Summer Camp Update – In the first-year partnership with the YMCA, Summer Camp was a success. The YMCA conducted the program for all 9 weeks of the summer and we received a lot of positive feedback from parents. As we continue this partnership with the YMCA we look forward to continuing improving our Summer Camp curriculum to ensure we are meeting the needs of the community while providing a safe and fun camp.

C. YMCA After School Programming – The After School program is now in session and is running smoothly. We currently have 21 kids enrolled in the program. After School is run weekly from 1:50 p.m. to 6:00 p.m. at the Community Center.

D. Fall Programing – Registration for Fall I session is ongoing, classes are set to commence on Tuesday, September 5, 2023. This new session we are introducing a couple of new programs/activities such as: Tunes for tots, Guitar lessons for youth, Mommy & Me classes, Self Defense for teens and adults and monthly youth activities/workshops at our Hawthorne Tot Lot and Community Center. We continue to look for ways to enhance the programming to meet the needs of the community.

E. Junior Lifeguard Camp – The Junior Lifeguard Camp concluded, and it was a success. A lot of positive feedback from campers/parents. We look at ways of enhancing the camp for next Summer.

F. Events – Parks & Recreation is in preliminary discussions on our upcoming Halloween event scheduled for October 27, 2023, 6:00 p.m. – 9:00 p.m. Parks & Recreation met with PD to discuss logistics and will have a follow-up meeting to include PW in the upcoming weeks. Event will include a built haunted maze, mechanical rides, music, pumpkin patch and more.

G. Senior Trips – Parks & Recreation is excited to begin providing yearly senior programming to include field trips to museums, theater plays, botanic gardens and more! Senior programs are scheduled to start on September 5 and our brunches to resume in November. With our new park in the horizon, Parks and Recreation looks to add more programming in the near future. Additionally, former Commissioner Marta Olchyk has agreed to be the Parks and Recreation Senior Citizen Liaison. She will assist with programming/activity recommendations for Seniors.

H. Beach Chair Service – Beach Chair Service continues to be very popular with Surfside residents. The hours of operation for the month of September are 9:00 a.m. – 5:30 p.m. Beach Time Max at this time will adjust on day-to-day basis and as needed if more than 2 chairs per family can be provided. The service continues to operate as scheduled. Per our meeting with Beach Time Max, the new chairs are scheduled to be delivered in the month of September.

I. Tennis Center Recreation Facility – The Recreation and Fitness Center continues in the design phase. The design concept was presented to the Parks and Recreation Committee during the May 15, P&R Committee meeting. There was also public outreach during this meeting. The design concept was later presented at the Town Commission Meeting on July 11, 2023. The design concept was approved unanimously to advance to the next phase in the project. The design team continues to work hard to develop the final design of the project.

Planning Department

Development Application Process (2012 – Present) – *Attachment "B"*

Police Department

A. Police Department Statistics (August 1 – August 24, 2023)

- Traffic Citations – 207
- Parking Citations – 523

- Arrests – 3
- Dispatch Events – 1,055
- Incident/Crime Reports – 42

B. Police Events/Community Outreach

- The Surfside Police Department will host two community blood drives on September 10th and September 27, 2023, 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Police Department in conjunction with Axon will host a Taser Instructor Certification class on September 11, 2023 from 8:00 a.m. to 5:00 p.m. in the Commission Chambers. Attendees from other police agencies will be present along with Surfside Police training instructors.
- The University of Miami is hosting a Stop the Bleed and Airway Management training course at the Ryder Trauma Center on September 14, 2023 from 9:00 a.m. to 11:00 a.m. Captain Jay Matelis, Sergeant Julio Torres, Detective Diana Leon and Officer Juan Duran will be attending.
- The Mystic Force Foundation will host the 6th Annual Childhood Cancer Police Car Initiative and Gold Ribbon Childhood Cancer Parade on September 16, 2023. The parade will depart from Nicklaus Children's Hospital at 10:00 a.m. and conclude at the North Miami Police Department. Police Departments throughout Miami-Dade County and elected officials in support of our littlest heroes battling Childhood Cancer will participate in this momentous event. A representative from the Police Department will participate in the event.
- All around the world, Louis Vuitton employees will run and walk for a worthy cause, to raise funds to support children by providing them the resources they need to go back to school and to raise awareness of the challenges these children face daily. The Louis Vuitton/ UNICEF 5K Run will take place behind the Surfside Community Center on September 24, 2023 beginning at 8:00 a.m. Three police officers will be working the event as race security and presence.
- The monthly Coffee with the Cops – September 28, 2023 at 10:00 a.m. at Starbucks.
- The South Florida PBA will host the Annual Feast Day Celebration of St. Michael, the Patron Saint of Law Enforcement Officers, on September 29, 2023 at 10:00 a.m. at Our Lady of Guadalupe Catholic Church in Doral, Florida. Sergeant Alejandro Lorente and Officer Juan Duran will proudly represent the Surfside Police Department as members of a multijurisdictional Honor Guard Team participating in the service.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 08/01/2023 - 08/31/2023

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	1	0	
Code Compliance (Violation)	0	0	
Dog Stations (P & R)	0	0	
Drainage/Flooding (PW)	0	0	
Graffiti (PW)	1	1	6.3
Other	5	1	0.4
Police (Safety Concern)	0	0	
Solid Waste (Residential) (PW)	0	0	
Street lights (PW)	0	0	
Beach Patrol	0	0	
Parking Issue	4	2	0.4
Dead Animal	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 JULY 31, 2023
83% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

9/12/2023

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 19,034,237	\$21,344,192	89%
EXPENDITURES	17,500,901	\$21,344,192	82%
Net Change in Fund Balance	1,533,336		
Fund Balance-September 30, 2022 (Audited)	17,599,304		
Fund Balance-July 31, 2023 (Reserves)	<u>\$ 19,132,640</u>		
			A
			B
TOURIST RESORT FUND - 102			
REVENUE	\$ 4,836,419	\$7,204,766	67%
EXPENDITURES	4,594,610	\$7,204,766	64%
Net Change in Fund Balance	\$ 241,809		
Fund Balance-September 30, 2022 (audited)	6,766,124		
Fund Balance-July 31, 2023 (Reserves)	<u>\$ 7,007,933</u>		
			C
			D
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$84,684	0%
EXPENDITURES	\$ 39,314	\$84,684	46%
Net Change in Fund Balance	\$ (39,314)		
Fund Balance-September 30, 2022 (Audited)	176,457		
Fund Balance-July 31, 2023 (Reserves)	<u>\$ 137,143</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 253,519	\$528,356	48%
EXPENDITURES	\$ 359,114	\$528,356	68%
Net Change in Fund Balance	(105,595)		
Fund Balance-September 30, 2022 (Audited)	625,174		
Fund Balance-July 31, 2023 (Reserves)	<u>\$ 519,579</u>		
BUILDING FUND - 150			
REVENUE	\$ 1,087,371	\$1,673,327	65%
EXPENDITURES	1,389,864	\$1,673,327	83%
Net Change in Fund Balance	(302,493)		
Fund Balance-September 30, 2022 (Audited)	3,079,893		
Fund Balance-July 31, 2023 (Reserves)	<u>\$ 2,777,400</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 5,739,951	\$18,147,284	32%
EXPENDITURES	11,010,786	\$18,147,284	61%
Net Change in Fund Balance	(5,270,835)		
Fund Balance-September 30, 2022 (Audited)	12,354,395		
Fund Balance-July 31, 2023 (Reserves)	<u>\$ 7,083,560</u>		

NOTES:

1) Many revenues for July 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 fund balance of \$17,599,304 includes \$7,704,488 committed for operations & maintenance, hurricane/natural disaster, budget stabilization and capital. The balance of \$9,894,816 is unassigned fund balance (reserves).

B Includes \$8,721,494 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$10,411,146 is unassigned fund balance (reserves).

C The total fund balance of \$6,766,124 includes \$720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,045,839 is unassigned fund balance (reserves).

D Includes \$849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,158,087 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 3,727,234	\$5,131,739	73%
EXPENDITURES	3,012,535	\$5,131,739	59%
Change in Net Position	714,699		
Unrestricted Net Position-September 30, 2022 (Audited)	(491,258)		
Unrestricted Net Position-July 31, 2023 (Reserves)	\$ 223,441		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 1,694,241	\$1,616,544	105%
EXPENDITURES	936,743	\$1,616,544	58%
Change in Net Position	757,498		
Unrestricted Net Position-September 30, 2022 (Audited)	2,284,812		
Unrestricted Net Position-July 31, 2023 (Reserves)	\$ 3,042,310		
SOLID WASTE FUND - 403			
REVENUE	\$ 1,630,152	\$1,910,784	85%
EXPENDITURES	1,650,199	\$1,910,784	86%
Change in Net Position	(20,047)		
Unrestricted Net Position-September 30, 2022 (Audited)	(18,214)		
Unrestricted Net Position-July 31, 2023 (Reserves)	\$ (38,261)		
STORMWATER FUND - 404			
REVENUE	\$ 821,986	\$5,391,751	15%
EXPENDITURES	996,598	\$5,391,751	18%
Change in Net Position	(174,612)		
Unrestricted Net Position-September 30, 2022 (Audited)	3,447,087		
Unrestricted Net Position-July 31, 2023 (Reserves)	\$ 3,272,475		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 1,239,288	\$1,587,222	78%
EXPENDITURES	1,458,958	\$1,587,222	92%
Change in Net Position	(219,670)		
Unrestricted Net Position-September 30, 2022 (Audited)	1,349,961		
Unrestricted Net Position-July 31, 2023 (Reserves)	\$ 1,130,291		

Andria Meiri

Andria Meiri, Budget Officer

Hector Gomez

Hector Gomez, Acting Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2019 - July 2023

FUND	9/30/2019	9/30/2020	9/30/2021	9/30/2022	7/31/2023	CAGR ^(a)
General	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 17,599,304	\$ 19,132,640	5.5%
Tourist Resort	1,640,525	2,109,658	4,264,457	6,766,124	7,007,933	60.4%
Police Forfeiture	105,725	168,289	221,034	176,457	137,143	18.6%
Transportation Surtax	328,377	442,856	569,453	625,174	519,579	23.9%
Building	2,563,517	1,991,388	1,904,548	3,079,893	2,777,400	6.3%
Capital Projects	3,048,582	4,899,128	5,894,823	12,354,395	7,083,560	59.4%
Water & Sewer	(2,367,098)	(1,733,610)	(1,389,877)	(491,258)	223,441	68.9%
Municipal Parking	1,198,948	1,293,993	1,657,883	2,284,812	3,042,310	24.0%
Solid Waste	641,636	219,615	(271,836)	(18,214)	(38,261)	-130.5%
Stormwater	3,200,132	3,205,050	3,581,622	3,447,087	3,272,475	2.5%
Fleet Management	585,363	825,468	1,091,020	1,349,961	1,130,291	32.1%
Total	\$ 25,929,812	\$ 31,708,583	\$ 38,614,277	\$ 47,173,735	\$ 44,288,511	22.1%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period. Time period presented 9/30/2019 to 9/30/2022.



Downtown Walkability Improvements

Current Project Phase

Design procurement 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>September 2023</i>
<i>Permitting and Implementation*</i>	<i>October 2023</i>	<i>November 2023</i>

Project Update

Submitted FDOT permit application for build out of curbs.

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	
1	Kickoff MEETING	1 day	Mon 4/10/23	Mon 4/10/23																						
2	CONCEPT DEVELOPMENT PHASE	46 days	Fri 5/5/23	Fri 7/7/23																						
3	PREPARE CONCEPT PLANS	16 days	Fri 5/5/23	Fri 5/26/23		6																				
4	<i>PUBLIC OUTREACH/ MEETING</i>	1 day	Tue 5/30/23	Tue 5/30/23		5FS+9 days																				
5	<i>MEETING WITH COMMISSION</i>	1 day	Tue 6/13/23	Tue 6/13/23	4FS+9 days	9FS+6 days																				
6	INITIAL UTILITY CONTACT (SEND PLANS TO UAOs)	5 days	Mon 5/29/23	Fri 6/2/23	3	7																				
7	RECEIVE UTILITY MARKUPS	25 days	Mon 6/5/23	Fri 7/7/23	6																					
8	60% DESIGN PHASE	76 days	Thu 6/22/23	Thu 10/5/23																						
9	PREPARE 60% ROADWAY PLANS	40 days	Thu 6/22/23	Wed 8/16/23	5FS+6 days	10																				
10	<i>MARLIN QA/QC REVIEW</i>	5 days	Thu 8/17/23	Wed 8/23/23	9	11																				
11	SUBMIT 60% PLANS	1 day	Thu 8/24/23	Thu 8/24/23	10	12																				
12	TOWN REVIEW 60% PLANS	10 days	Fri 8/25/23	Thu 9/7/23	11	13,18,15,16																				
13	RESPOND TO 60% COMMENTS	10 days	Fri 9/8/23	Thu 9/21/23	12	14																				
14	<i>PUBLIC OUTREACH/ MEETING</i>	1 day	Fri 9/22/23	Fri 9/22/23	13																					
15	PREPARE PERMIT APPLICATIONS (if needed)	20 days	Fri 9/8/23	Thu 10/5/23	12																					
16	<i>COORDINATION MEETING WITH FDOT</i>	1 day	Fri 9/8/23	Fri 9/8/23	12																					
17	90% DESIGN PHASE	103 days	Fri 9/8/23	Tue 1/30/24																						
18	PREPARE 90% PLANS	30 days	Fri 9/8/23	Thu 10/19/23	12	19																				
19	<i>MARLIN QA/QC 90% PLANS REVIEW</i>	5 days	Fri 10/20/23	Thu 10/26/23	18	20																				
20	SUBMIT 90% PLANS	1 day	Fri 10/27/23	Fri 10/27/23	19	21																				
21	TOWN REVIEW 90% PLANS	10 days	Mon 10/30/23	Fri 11/10/23	20	22																				
22	RESPOND TO 90% COMMENTS	10 days	Mon 11/13/23	Fri 11/24/23	21	24																				
23	100% DESIGN PLANS	47 days	Mon 11/27/23	Tue 1/30/24																						
24	<i>PREPARE 100% PLANS</i>	10 days	Mon 11/27/23	Fri 12/8/23	22	25																				
25	<i>MARLIN QA/QC 100% PLANS REVIEW</i>	5 days	Mon 12/11/23	Fri 12/15/23	24	26																				
26	SUBMIT 100% PLANS	1 day	Mon 12/18/23	Mon 12/18/23	25	27																				
27	<i>SUBMIT PLANS FOR FDOT PERMIT</i>	20 days	Tue 12/19/23	Mon 1/15/24	26	29																				
28	FINAL SUBMITTAL	11 days	Tue 1/16/24	Tue 1/30/24																						
29	<i>RESPOND TO FDOT COMMENTS & FINALIZE PLANS</i>	10 days	Tue 1/16/24	Mon 1/29/24	27	30																				
30	SUBMIT FINAL PLANS	1 day	Tue 1/30/24	Tue 1/30/24	29																					

Task Summary ⬇️ Inactive Summary ⬇️ Manual Summary Rollup ⬇️ Finish-only ⌋
Critical Task Inactive Task ⬇️ Manual Task ⬇️ Manual Summary ⬇️ Manual Progress ⬇️
Milestone Inactive Milestone ⬇️ Duration-only ⬇️ Start-only ⌈



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) *	\$7,800,000
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
March 2024

Project Update

The main building of the new 96th Street Park has completed the first 10 feet of above grade structural walls and has completed the pouring of the first occupied floor of the building. See attached aerial pictures.



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230508328

Date: 05/08/23

Lat/Lon: 25.886451 -80.127262

Order No. 3693



Aerial Photography, Inc. 954-568-0484



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230808357

Date: 08/08/23

Lat/Lon: 25.886451 -80.127262

Order No. **3703**



Aerial Photography, Inc. 954-568-0484



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230724424

Date: 07/24/23

Lat/Lon: 25.886451 -80.127262

Order No. **3713**



Aerial Photography, Inc. 954-568-0484



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230621217

Date: 06/21/23

Lat/Lon: 25.886451 -80.127262

Order No. 3723

 **Aerial Photography, Inc.** 954-568-0484



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230611367

Date: 06/11/23

Lat/Lon: 25.886451 -80.127262

Order No. 3733



Aerial Photography, Inc. 954-568-0484



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230710343

Date: 07/10/23

Lat/Lon: 25.886451 -80.127262

Order No. 3743



Aerial Photography, Inc. 954-568-0484



**Lunacon Construction Group,
Corp.**

22-006 Surfside 96th St. Park

Print #230824131

Date: 08/24/23

Lat/Lon: 25.886451 -80.127262

Order No. **3753**

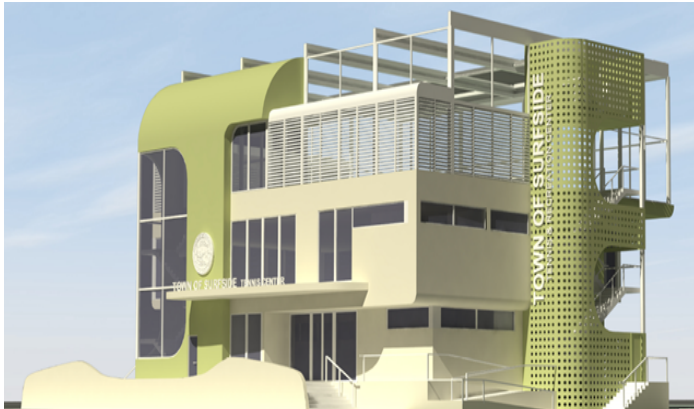


Aerial Photography, Inc. 954-568-0484



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

Total Budgeted	\$2,045,000
Budget Approval Date	September 28, 2022

Commission Authorization to Expend Date	November 2022 Commission Meeting
---	-------------------------------------

* - Additional funding will be required at a later date.

Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

Project Timeline

Design Team Procurement
 Design and Engineering (est.)
 Construction Procurement (est.)
 Construction (est.)

Phase Start

September 2022
 December 2022
 October 2024
 March 2026

Phase End

November 2022
 December 2023
 February 2025
 March 2027

Project Update

Coordinating price for sub-consultant services as it is additional service.



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. A public outreach meeting will be scheduled before December 2023.

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 Commission at its July meeting approved Kimley-Horn and Associates, Inc. for design services.



Town-Wide Utilities Undergrounding Project

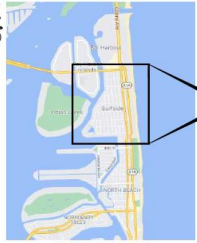
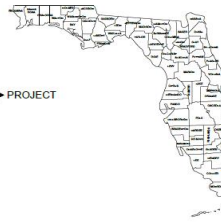
Picture

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 BY SURFSIDE	
TINA PELL	
CHARLES FOTIC	
ELIANA BELTRACCHI	
BILLY VEASDADE	

LIST OF SHEETS	
COVER SHEET / INDEX	
OVERALL SITE MAP PLAN	
ELECTRICAL AND COMMUNICATIONS PLANS	
STREET LIGHTING PLANS	


LOCATION MAP
NO SCALE

FOR THE PURPOSE OF THESE DRAWINGS TO INDICATE PROJECT UTILITY COORDINATION PLANS BY CONSULTING WITH OTHERS TO BE DETERMINED. THESE DRAWINGS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THESE DRAWINGS SHALL BE MADE BY THE CLIENT. THESE DRAWINGS ARE NOT TO BE USED FOR TOWNS REFERENDUM VOTE OR PROCEEDINGS WITH CHANGES MADE BY THE CLIENT FOR TOWNS REFERENDUM VOTE OR PROCEEDINGS WITH CHANGES MADE BY THE CLIENT.




PUBLIC WORKS DEPARTMENT
 8280 HAVENING AVE.
 SURFSIDE, FL 33566
 Phone: (904) 961-4883

PREPARED BY:



ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
 6000 St. Andrews Avenue • Port Landanbia, FL 33089
 904.776.1818 • 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	
Architect of Record	N/A
Project Management	Town of Surfside

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.

Project Timeline

Design Phase (Phase II)
 Procurement (est.)
 Construction Phase I (est.)

Phase Start

May 2022
 January 2024
 August 2026

Phase End

December 2024
 July 2025
 TBD


Project Update

The Town negotiated a proposal with Kimley Horn for Utilities Undergrounding Project for Management support as recommended by the evaluation committee. A resolution is brought before the Town Commission at its September meeting. Refer to attached memorandum.



MEMORANDUM

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

From: Hector Gomez, Town Manager 

Date: August 28, 2023

Subject: Utilities Undergrounding Program

The Utilities Undergrounding project is a Town-wide program with the objective of undergrounding all above-ground utilities which encompasses electrical and communications infrastructure. Town Administration has developed a flowchart that outlines the program for the undergrounding of utilities (**Attachment A – “Flowchart Process”**). This process commences with the design phase and culminates with commencement of construction.

The project marks a significant milestone as the Town undertakes its largest infrastructure initiative to date. Given its magnitude, substantial costs are anticipated. Ensuring a well-thought-out design is of paramount importance to preempt potentially inflated expenses stemming from unforeseen challenges during the construction phase. The projected costs are expected to surpass what the Town can sustainably finance through ad-valorem collections and reserves.

Although the project is a utility infrastructure project, the investment is towards utilities not owned by the Town and therefore revenues from enterprise funds are not a funding option. Similarly, since the project addresses issues with private utilities, the option for grant support is very limited. Additionally, the project does not qualify for public bonds, therefore, the primary funding source will be private bonds that the Town will need to procure. In order to be fiscally responsible during private bond procurement and leverage market conditions as effectively as possible, Town Administration has divided the entirety of the project into three regions which are as follows:

- Area One – South
- Area Two – Central
- Area Three – North

Refer to **Attachment B – “Area Map”** for distribution of regions.

To date, the Town has made some planning investments through the efforts of HPF Associates, Inc. and KCI Technologies in order to create schematics to be used for an estimate of probable cost, initial design coordination and survey work for Downtown Surfside alleyway to be used for a Right-of-Way Maintenance Map. These efforts collectively incurred expenses amounting to \$571,410. Since then, HPF Associates

resigned from the project and KCI Technologies was re-evaluated for project approach and work to date.

After thorough review, Town Administration determined that the design was still in an early initial state. The project was re-assessed and the following methodology is presented to move forward with:

A design approach for three years or equivalent time (performing tasks concurrently) based on regions with cost assessments itemized per region in order to address specific issues in a more detailed manner, incorporating a strong investment in surveying and exploring existing condition elements in order to mitigate construction costs due to unforeseen that could had been mitigated. Assessing existing programs to create long-term cost savings rather than long-term additional maintenance costs such as street lighting. Consolidating all efforts within a competent firm with resources and experience to deliver. Reduction is scope of non-essentials utilities in order to underground existing conditions and not proposed conditions.

Proposed design and program management cost breakdown is as follows:

- **Area One – South**
 - Program Management \$96,900
 - Design Services \$587,400
 - Survey \$172,100
 - Easement Assistance \$39,800
 - Permitting Assistance \$16,000
 - Bid Phase Services \$14,800Total: \$821,100

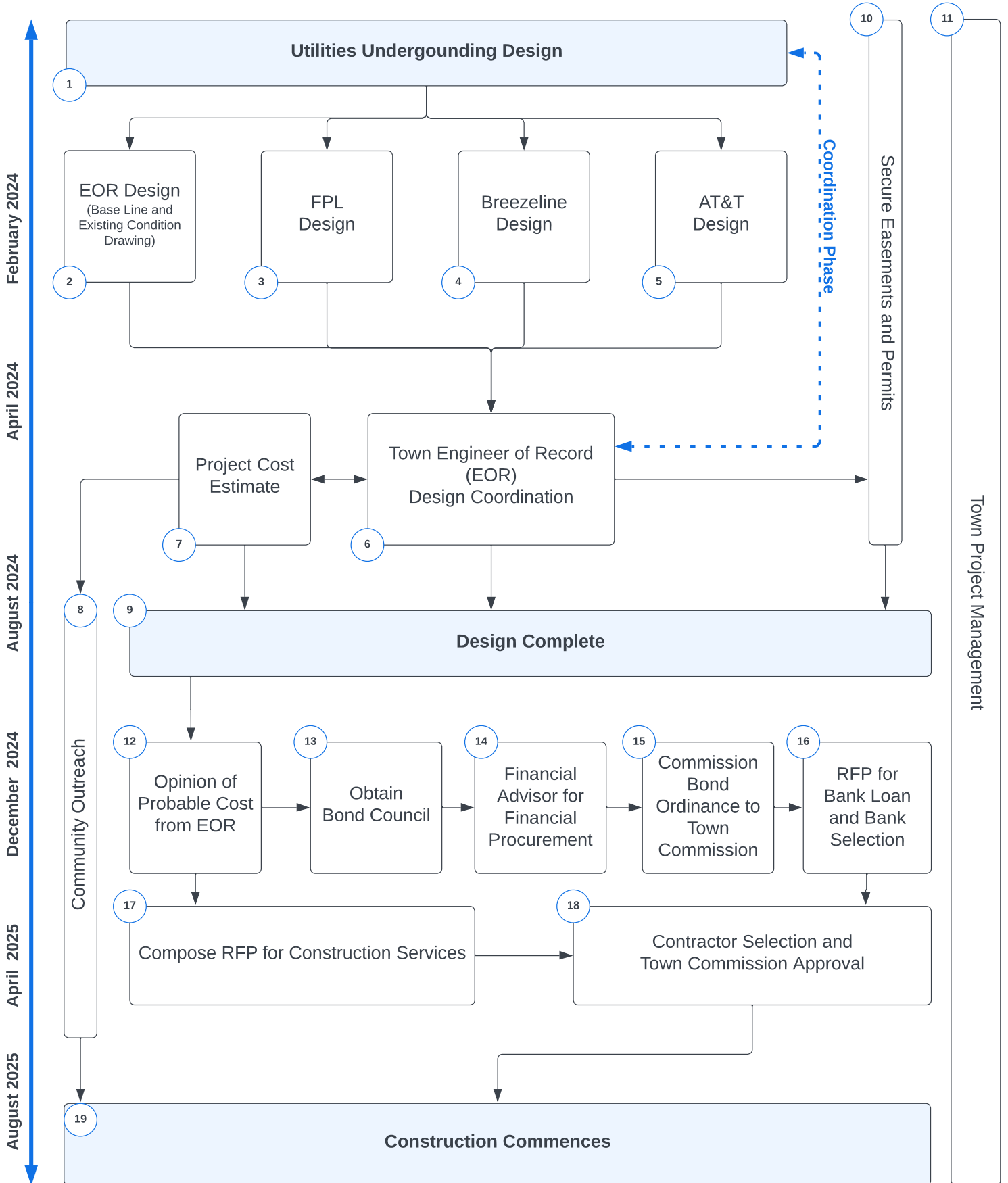
- **Area Two – Central**
 - Program Management \$96,900
 - Design Services \$611,400
 - Survey \$154,100
 - Easement Assistance \$37,500
 - Permitting Assistance \$85,800
 - Bid Phase Services \$14,800Total: \$903,600

- **Area Three – North**
 - Program Management \$96,900
 - Design Services \$463,200
 - Survey \$115,700
 - Easement Assistance \$88,000
 - Permitting Assistance \$16,000
 - Bid Phase Services \$14,800Total: \$ 697,700

Refer to **Attachment C** – “Area Map with Costs” for distribution of costs over regions.

The estimated cost for the design and program management phase amounts to \$2,722,100. Expected to span three years, the design phase could incorporate concurrent tasks to expedite the process. While the Town has allocated funds for this phase, an additional \$1,327,544 is required to advance. Notably, the Town stands to gain several supplementary services that promise future cost and time savings during project implementation, including consultant easement assistance, permitting support for subaqueous water crossings, surveying for bid-ready plans, additional utility verification through soft digging, customer-owned electrical service design, landscape scheduling for equipment screening, and geotechnical exploration to evaluate conduit installation methods.

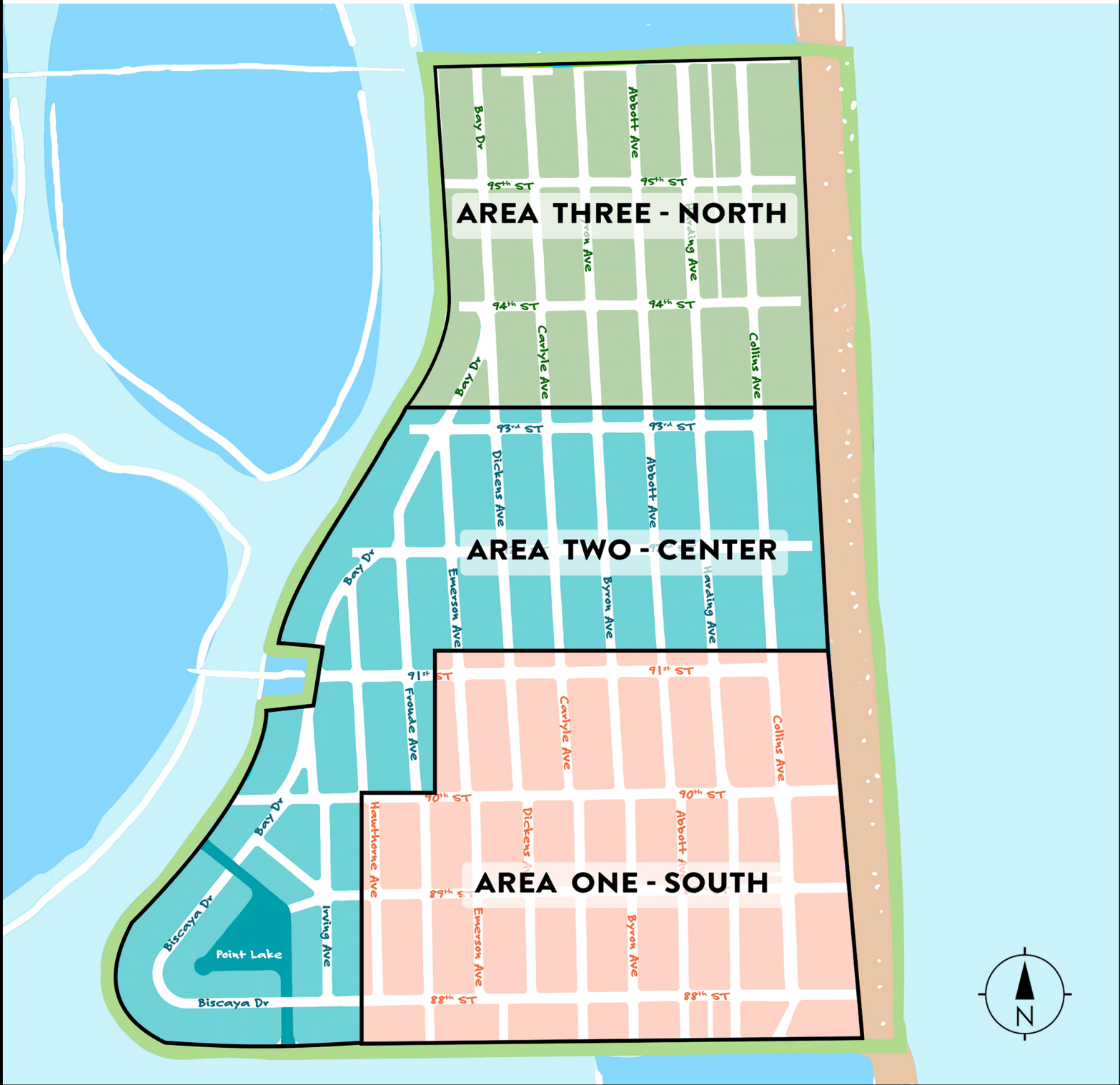
The project debt issuance was approved through voter referendum during the 2022 General Elections. Refer to **Attachment A** – *“Program Flowchart”* for bonding procedure process.





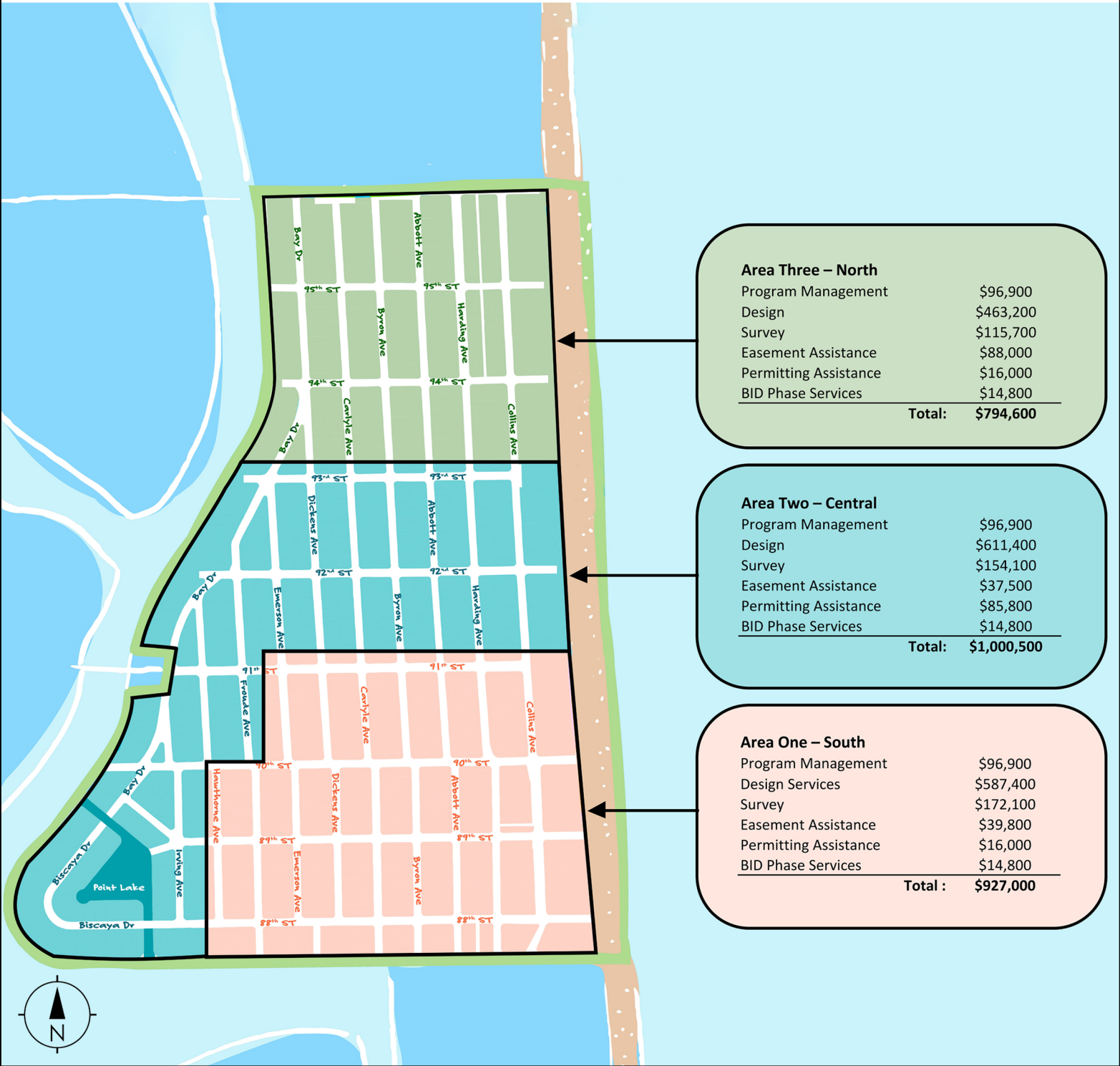
UTILITIES UNDERGROUNDING

Distribution of Areas





UTILITIES UNDERGROUNDING Program Management and Design Cost



Area Three – North	
Program Management	\$96,900
Design	\$463,200
Survey	\$115,700
Easement Assistance	\$88,000
Permitting Assistance	\$16,000
BID Phase Services	\$14,800
Total:	\$794,600

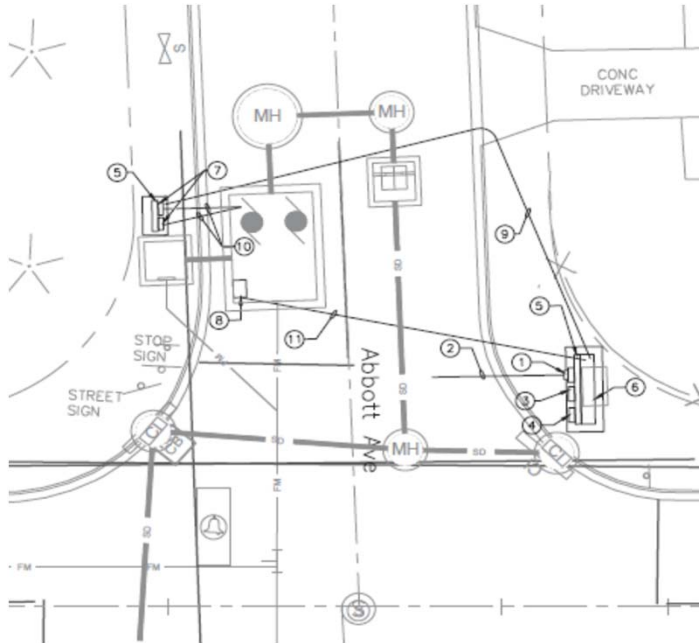
Area Two – Central	
Program Management	\$96,900
Design	\$611,400
Survey	\$154,100
Easement Assistance	\$37,500
Permitting Assistance	\$85,800
BID Phase Services	\$14,800
Total:	\$1,000,500

Area One – South	
Program Management	\$96,900
Design Services	\$587,400
Survey	\$172,100
Easement Assistance	\$39,800
Permitting Assistance	\$16,000
BID Phase Services	\$14,800
Total :	\$927,000



Abbott Avenue Drainage Improvements

Picture



Current Project Phase

Procurement Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Keith Engineering
Architect of Record	NA
Project Management	NAis

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

	<u>Phase Start</u>	<u>Phase End</u>
<i>Engineering and Design</i>	<i>March 2022</i>	<i>December 2022</i>
<i>Permitting</i>	<i>August 2022</i>	<i>January 2023</i>
<i>Procurement (est.)</i>	<i>March 2023</i>	<i>June 2023</i>
<i>NTP for Construction (est.)</i>	<i>July 2023</i>	NA
<i>Construction (est.)</i>	<i>July 2023</i>	<i>May 2024</i>

Project Update

Project cost is beyond Town budgeted value. A redesign is being proposed to Town Commission in September 2023.



Town Drainage Improvement and Flood Hazard Mitigation Plan

Picture



Current Project Phase

Planning Phase(information gap alignment and modeling)

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Kimley Horn
Architect of Record	N A
Project Management	Kimley Horn

Funding

<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
October 2023

Project Update

Draft final report provided to the Town which is currently being reviewed in house.

	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

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

<i>Total Budgeted</i>	\$340,206
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	August 9, 2022

Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

Project Timeline

Survey and Geotechnical
60% Design
90% Design
Permitting
Procurement Phase (est.)
Constuction (est) - TBD

Phase Start

November 2022
March 2023
June 2023
April 2023
TBD
TBD

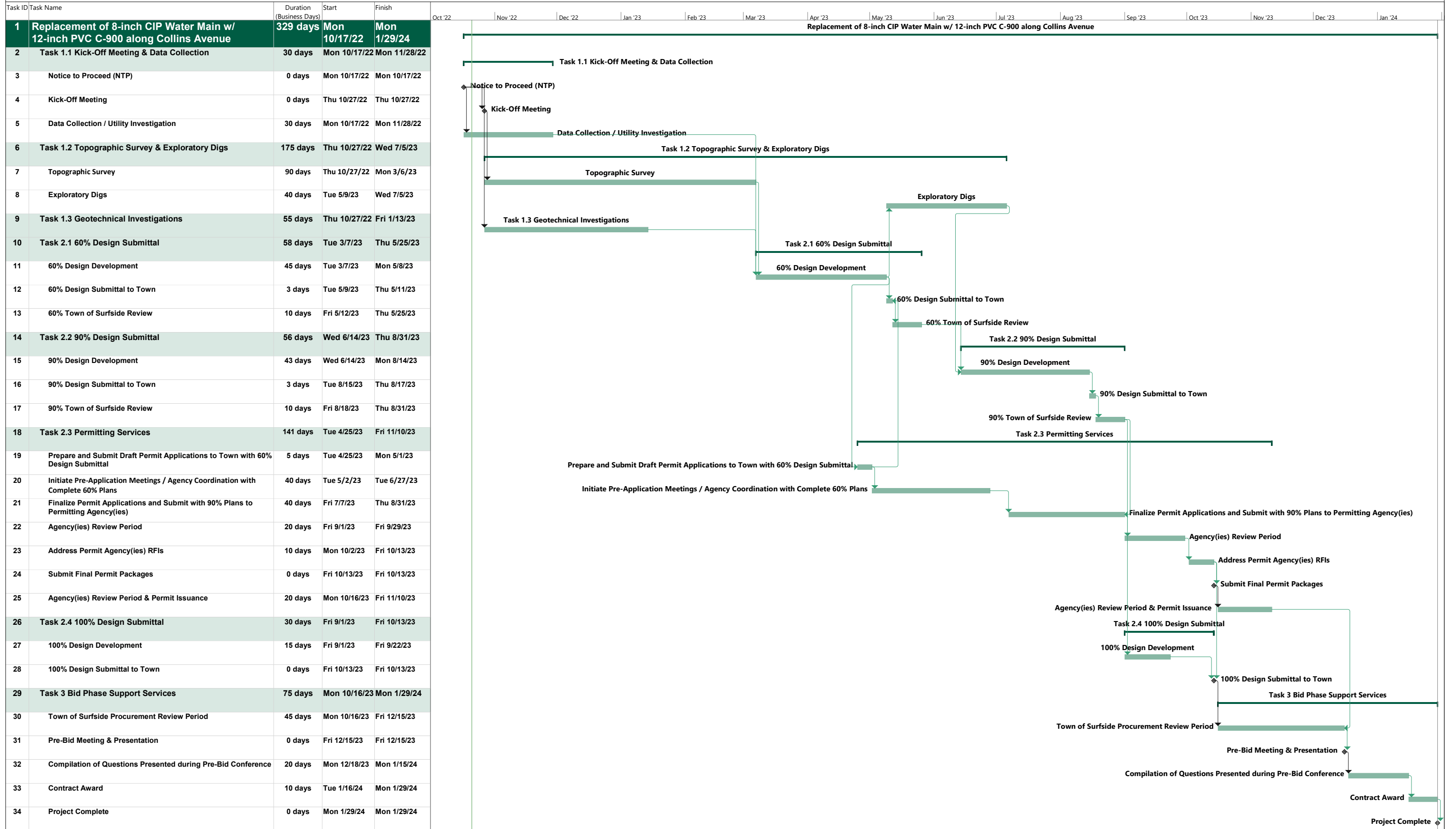
Phase End

July 2023
May 2023
September 2023
November 2023
TBD
TBD

Project Update

Projects is in 60% design phase.

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
Contractor	Smart Air

Funding

<i>Total Budgeted</i>	
<i>Budget Approval Date</i>	\$140,000
<i>Commission Authorization to Expend Date</i>	September 28, 2022
	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

Contract has been issued to Smart Air for 3 (three) conditioner units. RTU and split units have been ordered and should arrive within 4 - 6 weeks. Installation will take approximately 2 days for each. Main unit has also been ordered and should arrive within 10 - 12 weeks. This unit takes longer because it is custom made. The installation for this particular unit will take 3 - 5 days.



Dune Resiliency and Beautification Project

Picture



Current Project Phase

Scoping Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

Funding

Total Budgeted	\$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

	<u>Phase Start</u>	<u>Phase End</u>
Procuring of Engineering Plan and Study (est.)	December 2022	March 2023
Design (est.)	March 2023	October 2023
Permitting (est.)	October 2023	November 2023
Grant Agreement and Grant Funding (est.)	November 2023	January 2024
Construction (est.)	December 2022	February 2024
	March 2024	December 2024

Project Update

Survey is complete. Town is pursuing another FDEP grant to assist with funding.

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									



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: September 6, 2023

**SUBJECT: Office of the Town Attorney Report for September 12, 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:

August 7, 2023 – Tourist Board Meeting

August 8, 2023 – Regular Town Commission Meeting

August 22, 2023 – Special Town Commission Meeting – Charter Ballot Questions

August 31, 2023 – Special Planning and Zoning Board Meeting

August 31, 2023 – Regular Planning and Zoning 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 contracts, 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. Efforts also include legal assistance with a CTS memorial site.

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 legislative 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; collective bargaining negotiations and agreement with the FOP; Town Manager recruitment process and employment agreement; EEOC complaints; ethics complaints and inquiries; various procurements and service provider contracts for Town Departments and the Tourist Board; Zoning Code clarifications and ordinances; and implementation of utilities undergrounding project.

Key Issues and Action Items:

The workload has been diverse and has included specific issue support to every department. Key issues and action items since the Commission's election have included:

- Resolution Certifying and Declaring Results of the Surfside General and Special Municipal Elections Held On March 15, 2022 for Election of Mayor and Four (4) Town Commissioners and Five Referendum/Ballot Questions
- Resolution Selecting and Approving the Quote from CDW Government, LLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17

- Ordinance Amending Section 90-47. - “Yards, Generally Allowable Projections”, Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside’s Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As “Arbor Day”
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the Undergrounding of Utilities Project; First Amendment to Professional Services Agreement
- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution Abolishing the Town of Surfside Budget Advisory Committee
- Resolution Approving an Engagement Letter with Marcum LLLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022
- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-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, (Iii) Radio Equipment, and (Iv) Radio Programming for Each Police Vehicle
- Resolution Approving and Accepting a Grant Award Agreement with the State of Florida Department of State, Division of Arts and Culture, for the Champlain Towers South Memorial
- Resolution Approving and Accepting a Matching Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Surfside Abbott Avenue Stormwater Improvements Project

- Resolution Approving the Purchase of Phase 2 Services From Kofile Technologies, Inc. for Preservation, Archival, and Digitization of Historical Town Documents
- Resolution Approving an Agreement with Beachside Events LLC for Third Thursdays Event Series Production Services
- Resolution Approving an Agreement with Beachside Events LLC for Music of the Beach Event Series Production Services
- Resolution Approving and Authorizing the Town Manager to enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for Purchase and Installation of New Playground Equipment and Related Surfacing and Outdoor Fitness Equipment for Hawthorne Tot Lot Park
- Resolution Approving a Project Agreement with The Corradino Group, Inc. to Provide Building Design and Permitting Services for the Surfside Tennis Center Reconstruction Project
- Resolution Approving and Authorizing the Town Manager to Enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for the Purchase and Installation of Outdoor Fitness Equipment at Town Beach Ends
- Resolution Approving an Agreement with Beach Time Max, LLC for Beach Furniture Service Operations at the Community Center
- Resolution Approving the Purchase and Expenditure of Turtle-Friendly Solar Powered Bollards from First Light Technologies LTD for Hardpack
- Resolution Selecting and Awarding a Contract for Construction to Lunacon Engineering Group, Corp. for Construction of 96th Street Park Pursuant to RFP No. 2022-05
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A., Pursuant to the Continuing Services Agreement for 96th Street Park Construction Management and Owner Representation Services
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed \$120,000 to Engage Marlin Engineering, Inc. for Phase 2 of the Downtown Walkability and Design Study
- Resolution and License Agreement with the State of Florida Department of Transportation (FDOT) for Use of the Town Right-of-Way on 88th Street and Veterans Park in Connection with Crosswalk Improvements at the Intersection of 88th Street and State A1A Harding Avenue (FDOT Project No. 443899)
- Resolution Approving Budget Amendment No. 3 for The Fiscal Year 2023 Budget
- Resolution Approving and Authorizing the Pump Station Purchase from Barney's Pumps Inc. in an amount not to exceed \$26,507.00.
- Resolution Incorporating Decorative Street Signs and Traffic Control Poles into the Town's Utility Undergrounding Project, and Selecting Design Option
- Resolution Approving Purchase of Supplementation Services from CiviPlus LLC for Codification of Town Ordinances in Municode

- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio 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
- 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
- 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
- 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 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
- Resolution Approving Proposal and Project Agreement with Kimley-Horn and Associated Inc. for the Surfside Boulevard Beautification Project.
- Ordinance Amending Section 90-41 “Regulated Uses” to Allow a Restaurant Accessory to a Multifamily Use in the H120 District as a Conditional Use Subject To Requirements.
- Ordinance Amending Article VIII “Landscape Requirements” of Chapter 90, to Address Synthetic Turf, Specifically Sections 90-85.2 “Definitions”; 90-87 “Installation of Landscaping and Irrigation”; 90-90.1 “Florida Friendly”; and 90-95 “Single-Family H30A and H30B District Landscape Requirements”; Further Providing Requirements for Properties with Previously Installed Synthetic Turf.
- Ordinance Creating a New Chapter 76 “Public Rights-of-Way” to Establish Rules and Regulations to Manage the Placement and Maintenance of Non-Utility Facilities, Improvements, and Encroachments within Public Rights-of-Way; Amending Section 90-56.11 of Section 90-56 “Fences, Walls, and Hedges” to Consolidate Regulations for Fences, Walls, Hedges, Plant Materials, and Improvements within the Right-of-Way in the New Chapter 76.
- Resolution Ratifying the Collective Bargaining Agreement between the Town and Florida State Lodge Fraternal Order of Police In Effect from October 1, 2022 through September 30, 2025
- Resolution Approving Emergency Repair Work for the Replacement of the Mechanical Air Conditioner Unit Located in the Town Community Center from Smart Air Systems, Inc.
- Resolution Approving the Purchase of a Stormwater Pump and Motor for the 89th Street Pump Station From Lift Stations “R” US Corp.
- Resolution Approving Public Works Department Fee Schedule for Permits and Related Services
- Resolution Approving Budget Amendment No. 8
- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste in the Town of Surfside, Florida; Establishing the Estimated Assessment Rate for Solid Waste Service Assessments Against Assessed Property Located within the Town of Surfside,

Florida, For The Fiscal Year Beginning October 1, 2023; Directing the Preparation of an Updated Assessment Roll

- Resolution Approving an Amended and Restated Interlocal Agreement with Miami-Dade County Relating to the Reestablishment of the Six-Cent Local Option Gas Tax
- Resolution Approving and Adopting a Multi-Year Commercial Recycling Rates Schedule Effective October 1, 2023 for Fiscal Years 2024 to 2028; Approving a Recyclable Materials List
- Resolution Approving and Authorizing the Purchase of a FLYGT CP 3531 Stormwater Pump from Vendor Xylem Water Solutions USA, Inc.; Finding that the Purchase is Exempt from Competitive Bidding Pursuant to Sections 3-13(6) and (7)F of the Town Code as Equipment Available from a Sole Source and as a Public Works or Utilities Purchase of Equipment Related to Town Facilities
- Approving a Donation to Holocaust Heroes Worldwide Inc. in Support of Their Efforts to Combat the Rise of Anti-Semitism in The United States
- Resolution Approving Budget Amendment No. 9
- Ordinance Amending Section 66-36 “Recycling”, of Division 1. – General, of Article II. – “Collection and Disposal”, of Chapter 66 – “Solid Waste”, Including Providing for Mandatory Recycling, Providing for Recycling Rates and Fees to be Established by Resolution, and to Update and Define Recyclable Materials to be Established by Resolution
- Ordinance 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 the Front Yard Paving Allowance for Properties Fronting Harding Avenue
- Ordinance Amending the Town of Surfside Code of Ordinances By Amending and Re-Titling Section 90-58, “Carport Canopies”, To Modify the Regulations for Carports
- Ordinance Amending the Town of Surfside Code of Ordinances By Amending Section 90-41, “Regulated Uses”, to Change the List of Retail and General Commercial Uses to Allow Smoke Shops as a Conditional Use in the SD-B40 Zoning District, Differentiating Such Uses from Cigars and Tobacco Lounges, and Providing For Related Regulations; Providing For Inclusion in the Code; Providing for Conflicts; And Providing for an Effective Date

September 2023

- Approving the Purchase and Installation of Video Surveillance Equipment, Recording Camera Systems, and License Plate Reader (LPR) Equipment And Related Software Subscription Licenses for Various Critical Intersections Located Throughout the Town from Streamline Voice & Data Inc.
- Approving a Project Agreement with Kimley-Horn and Associates, Inc. Pursuant to the Continuing Services Agreement for Professional Engineering Services for Program Management Services Related to the Town's Utilities Undergrounding Project

- Resolution Approving a Project Agreement with Kimley-Horn and Associates, Inc. Pursuant to the Continuing Services Agreement for Professional Engineering Services Related to the Town's Utilities Undergrounding Project
- Resolution Approving an Additional Services Revision with An Updated Scope Of Services and Additional Fees to 300 Engineering Group, LLC Pursuant to an Approved Project Agreement for Construction Management and Owner Representation Services for 96th Street Park
- Resolution Approving Employee Health Benefits Renewal Contracts for Fiscal Year 2023/2024 with Cigna for Employee Health Insurance, Dental and Vision Coverage, Mutual Of Omaha for Life and Disability Insurance, and Ameriflex for Flexible Spending Arrangement (FSA) Benefit Services, Health Reimbursement Agreement (Hra) Services, Authorizing the Town Manager to Enter Into any Necessary Agreements with Cigna, Mutual of Omaha, and Ameriflex for the Respective Services
- Resolution Approving an Engagement Letter with Marcum LLP for Financial Auditing Services for Fiscal Year Ending September 30, 2023
- Resolution Approving and Accepting a State-Funded Grant Agreement with the Florida Department of Commerce (FDOC) for the Downtown Alleyway Surfside Project
- Ordinance Amending the Town of Surfside Code of Ordinances to Preserve the Integrity of The SD-B40 District By Amending Sections 90-45, "Setbacks" And 90-49, "Lot Standards", To Provide For Enhanced Setbacks For Residential Projects In The Sd-B40 Zoning District, And A Maximum Lot Area And Maximum Lot Width Within the SD-B40 District, and Provide for a Special Exception Process To Reduce Such Limitations
- Ordinance Amending Section 90-41, "Regulated Uses", To Permit Coin Or Credit Operated Amusement Devices And Arcades; Providing For Inclusion In The Code; Providing For Conflicts; And Providing For An Effective Date
- Approving The Memorandum of Understanding (MOU) Between the Town Of Surfside, the Village Of Bal Harbour, And The Town Of Bay Harbor Islands, To Fund The Cost Of An Additional School Resource Officer To Be Provided By The Town Of Bay Harbor Islands For The Ruth K. Broad K-8 Center School; Authorizing The Expenditure Of Funds; Providing For Authorization And Implementation; And Providing For An Effective Date
- Resolution Supporting the Town's Florida Department of Environmental Protection (FDEP) 2024-2025 Beaches Funding Assistance Grant Application for Additional Funding Related to the Dune Restoration Project; Confirming the Town's Ability to Allocate Match Funding and Support the Permitting, Design, Construction, and Monitoring of the Town's Dune Restoration Project
- Resolution Approving and Accepting Dedication By Right-Of-Way Maintenance Map of a Portion of a Commercial Alleyway Between N.W. 94th Street and N.W. 96th Street by Operation of Law in Accordance with Section 95.361, Florida Statutes
- Resolution Approving Censure Directed Towards Mayor Shlomo Danzinger; Finding That Mayor Danzinger's Behavior is Unacceptable and that He Must

Refrain From Slurs or Comments Directed at Colleagues and/or Town Residents Which Shame, Demean or Target One Based on Being a Member of a Minority Group

- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste in the Town, Reimposing Solid Waste Service Assessments Against Assessed Residential Property Located Within the Town, For the Fiscal Year Beginning October 1, 2023; Approving the Rate Of Assessment; Approving the Assessment Roll

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 on May 24, 2023, and has scheduled a calendar call for June 16, 2023. The Court granted the Town's summary judgment motion and found no basis to review Surfside's legislative determination. An Agreed Order Granting the Motion for Entry of Final Judgment was submitted to the Court, and the Court entered final judgement in favor of the Town on August 2, 2023. On August 30, 2023, Solimar filed a Notice of Appeal of the Final Judgment Order to the Third District Court of Appeal.

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, and the Petitioner, Gallagher, filed a motion to reopen the review hearing. On May 8, 2023, Fort Point Capital and the Town filed a joint motion in response to Gallagher's motion to reopen the review hearing. On July 19, 2023, the Court issued a comprehensive Order denying Gallagher's Petition for Writ of Certiorari from the Town Commission's decision on the Hillcrest development in Resolution 2022-2870, which approved with conditions the site plan for 9165 Surfside LLC. The Court found that Gallagher lacked standing because there was no record evidence that she owned or had any interest in the unit at the Carlisle, and that the Carlisle unit was owned by a different owner. Despite the lack of Gallagher's standing, the Court then went on to address the merits of Gallagher's petition and found that she failed to meet any of the three prongs for the applicable standard of review: (1) Gallagher was afforded due process, notice and an opportunity to be heard, and the Commission's written decision did include factual findings and comply with the law; (2) the Commission followed the essential requirements of the law and applied the correct law (compliance with the Charter, setbacks, rooftop development, balcony projections and pervious area requirements); and (3) that the Commission's decision was supported by substantial competent evidence. Gallagher moved for rehearing within 15 days of the Court's Order (August 3, 2023), and said request was denied by the Court. Gallagher did not file a second-tier petition with the Third District Court of Appeal within the 30 day deadline (August 18, 2023).

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. On May 31, 2023, the Court issued a Notice of Review setting a panel review of three judges on July 13, 2023. On July 14, 2023, the Court issued an Order without a written opinion affirming the Town's code enforcement order entered by the Special Master where the merits of the appeal were decided. Mr. May could not move for rehearing within the 15 day deadline of the Court's Order (July 29, 2023), and did not file a second-tier petition with the Third District Court of Appeal within the 30 day deadline (August 13, 2023).

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 assessment of the impacts 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 to vehicular traffic; 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/engineering and construction for the 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; Synthetic Turf Ordinance; Ordinance Regulation Public Rights-of-Way and R/W Encroachment Agreement; Ordinance Permitting Restaurants in the H120 as Accessory and Conditional Use; continued assistance with implementation of AFSCME Florida Council 79 Union for Town civilian employees; collective bargaining negotiations and agreement with FOP; 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, bond financing, and alley and easement issues; implementation of walkability initiatives and traffic directives; grant funding and implementation of CTS Memorial Site, including assistance with RFQ and RFP for design of CTS Memorial Site; legislation regarding public places; Charter Review Board process and referendum, including any charter changes and referendum approved by the Commission; updates to telecommunications ordinance, People's Gas System (TECO) Franchise Agreement renewal; updates to the recycling ordinance and accompanying Resolution approving rates and recyclable materials list; RFQ for CCNA specialized engineering services; and RFP for stormwater maintenance services.



**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A.

Date: September 12, 2023

From: Commissioner Marianne Meiseheid

Subject: **Outdoor Lighting in Single-Family Residential Zone**

Suggested Action: – Modify Section 90-62 Outdoor Lighting so that addresses the specific requirements of the single-family district. A sample is attached.

Background/Analysis: – At the July 11, 2023 Regular Commission meeting, a resident brought to our attention that a new, two-story home had very bright and visible lights encircling the eave at about 30 feet above. Photos of the same house confirmed this situation. It also became apparent that, while the town has ample code regulating multi-family lighting, it has none addressing single-family lighting. This issue will become greater as more larger homes are built.

Sec. 90-62. Outdoor lighting.

The following are applicable to all single-family dwellings:

- (a) Building Permit Plans indicating the location of the lighting fixtures; type of lights, height of lights and levels of illumination; shade, type and height of lighting poles; and bases, deflectors and beam directions shall be submitted to the town manager or designee for approval.
- (b) Outdoor lighting shall be designed so that any overspill of lighting onto adjacent properties shall not exceed one-half foot-candle (vertical) and one-half foot-candle (horizontal) illumination on adjacent properties.
- (c) Outdoor lighting higher than nine feet above grade shall be shielded or employ shielded fixtures so that light sources are not visible from adjacent properties or rights-of-way.
- (d) An outdoor lighting installation shall not be placed in permanent use until a letter of compliance from a registered architect or engineer is provided to the town manager or designee, certifying that the installation has been field-checked and meets the requirements set forth above.
- (e) The town manager or designee may issue a permit for such proposed outdoor lighting, if, after review of the plans and after consideration of the design characteristics of the lighting fixtures and lighting poles and bases, they are found to be in harmony with the site architecture design, the adjacent area and the neighborhood, will be deflected, shaded and focused away from adjacent properties; and will not be a nuisance to adjacent properties and traffic.
- (f) All of the foregoing installations shall conform to the Florida Building Code.

The following are applicable to all multi-dwelling and non-residential properties:

- (a) Plans indicating the location of the lighting fixtures; type of lights, height of lights and levels of illumination; shade, type and height of lighting poles; and bases, deflectors and beam directions shall be submitted to the town manager or designee for approval.
- (b) Lighting fixtures and lighting poles, including mounting bases, shall not exceed 18 feet in height from grade, shall be of decorative nature and shall be in harmony with the site architecture design, the adjacent area and the neighborhood. Decorative lighting poles and bases shall be constructed of anodized aluminum, pigmented concrete, fiberglass or other materials of similar characteristics as approved by the town manager or designee.
- (c) Outdoor lighting shall be designed so that any overspill of lighting onto adjacent properties shall not exceed one-half foot-candle (vertical) and one-half foot-candle (horizontal) illumination on adjacent properties. An outdoor lighting installation shall not be placed in permanent use until a letter of compliance from a registered architect or engineer is provided to the town manager or designee, certifying that the installation has been field-checked and meets the requirements set forth above.
- (d) The town manager or designee may issue a permit for such proposed outdoor lighting, if, after review of the plans and after consideration of the design characteristics of the lighting fixtures and lighting poles and bases, they are found to be in harmony with the site architecture design, the adjacent area and the neighborhood, will be deflected, shaded and focused away from adjacent properties; and will not be a nuisance to adjacent properties and traffic.
- (e) All of the foregoing installations shall conform to the Florida Building Code.
- (f) Lighting on properties designated H120 shall provide fixtures and shields to maintain light shed cut offs in accordance with regulations of the Department of Environmental Protection, specifically as it relates to properties fronting or adjacent to turtle nesting habitats.
- (g) All lighting shall be controlled by photocell controls.





**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B.

Date: September 12, 2023

From: Commissioner Nelly Velasquez

Subject: Clarify the Correct Interpretation of Sections 90-45 and 90-48.5(2)

Suggested Action: – Specifically, a 200-foot lot equals a 20-foot setback, a 150-foot lot equals 150 feet, a 100-foot, 75-foot and 50-foot lots all equal 10 feet. The Wedding cake setback has been 10% since 2014. In the Fall of 2021, when the previous commission amended the inclined setback ordinance, it never intended to lessen the setback of the wedding cake. It intended for the setback to remain 10%.

Background/Analysis: – In the Spring of 2023 the town attorney, Tony Recio, reinterpreted the ordinance to mean 10 feet. This reinterpretation stems from a phrase he inserted in 90-48.5(2) in 2021: “a minimum side setback of ten feet.” This phrase is a restatement of the setback found in 90-45 “no less than 10 feet.” Anything else is a change to the wedding cake setback.

Everything points to the intent of the previous commission and the ordinance it approved to mean what we intended, 10%. This discrepancy has major consequences for property widths of 200 feet: a setback of 20 feet versus 10 feet and must be resolved.



**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C.

Date: September 12, 2023

From: Hector Gomez, Town Manager

Subject: **Town-Wide Stormwater Improvement Projects Update**

Suggested Action: – For the Town Commission to evaluate and discuss.

Background/Analysis: – The Town Administration is seeking to provide an update to the Town Commission regarding the stormwater projects currently being undertaken both in the planning and procurement stages. Currently, the Town-wide Stormwater Master Plan is in DRAFT form with finalization to occur in October 2023. Nonetheless, below are a few projects worth discussing as they have been earmarked by administration for continuing efforts:

- *Stormwater Capacity Upgrades (Planning seeking to move into design)*
 - It is Kimley-Horn's recommendation that the Town look in to upsizing pipes in the Town stormwater system that are less than 18" in diameter over time.
- *Local Drainage Improvements (Planning seeking to move into design)*
 - It is Kimley-Horn's recommendation that the Town add inlets along Bay Drive between 96th Street and 95th Street.
- *Pump Performance Optimization (Planning seeking to move into design)*
 - Kimley-Horn recommends that the Town hire a consultant that specializes in SCADA analysis to determine if the Town's pumps are being operated at peak efficiency. In a suboptimal pump operating design, the wet wells that feed the pumps are not allowed to fill up to their full capacity. This leads to the pump switching on and off rapidly.
- *Additional Pump Station(s) at Abbott Avenue (Procurement phase)*
 - Keith Engineering project aims to add additional pump stations in areas that require specialized drainage to address flooding concerns on Abbott Avenue. Impact of project will assist other basins with drainage (Refer to Attachment A - "Pumps and Pumps Influence Visual.")



Pumps and Pumps Influence Visual Item 9C





**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D.

Date: September 12, 2023

From: Vice Mayor Jeff Rose

Subject: Commissioner Residency Affidavit

Suggested Action: – First, I would like to require that any elected official that changes residency to sign a Sworn Statement of Residency. Secondly, for all elected officials currently serving on this Commission to sign an updated Sworn Statement of Residency.

Background/Analysis: – Currently you are only required to sign a Sworn Statement of Qualification, which also states that you are a resident of the Town of Surfside when you are filing your paperwork to run for office. After the election, if your residency changes, you only have to advise the Town Clerk of your address change but there is no sworn affidavit required for the elected official to sign stating that they are still a permanent resident of the Town of Surfside.



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

SWORN STATEMENT OF RESIDENCY

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

TOWN OF SURFSIDE }

I solemnly swear (or affirm) under oath, that my name is _____,
that I am a Citizen of the United States, a qualified elector of Miami Dade County and the Town of
Surfside, Florida; that my address is _____,
my occupation is _____; and that I am
currently a permanent resident of the Town of Surfside and have been since _____.

Signature

Date

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online
notarization, this _____ day of _____, 20____ by
_____.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

(Notary Seal)

PRINTED NAME OF NOTARY

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E.

Date: September 12, 2023

From: Vice Mayor Jeff Rose

Subject: Citizens Presentation

Suggested Action: – I propose to only allow a maximum of one (1) Citizens Presentation per year unless you have three (3) commission sponsors.

Background/Analysis: – I believe that Citizens Presentations is a good way of encouraging our residents to participate on an item that they feel passionate about. However, there is no limit to the number of times a "Citizens Presentation" can come before the Commission. I propose to only allow a maximum of one (1) Citizens Presentation per year unless you have three (3) commission sponsors.



**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9F.

Date: September 12, 2023

From: Vice Mayor Jeff Rose

Subject: Configuration of a Zoning District Overlay to Allow Office and Retail Uses on Select H40 Properties

Suggested Action: – That the Commission direct the Town Manager and Town Attorney to analyze the alternatives, and the impact of the Live Local Act, to prepare an ordinance allowing for the possibility of approving mixed-use that includes retail, dining, and/or office.

Background/Analysis: – The west side of Collins Avenue has many properties that are underutilized and have lacked investment. This is due to a combination of the challenges of abutting a three lane highway while at the same time having zoning that does not provide sufficient incentive to redevelop. At the same time, the variety of dining and retail options available within Town is limited, and there is a dearth of office space for neighborhood uses like medical, dental, accountants, etc. To address this, the Town should consider opening up some of the H40 to mixed-use development at the same height, density, and intensity as what is currently permitted. Of course, due to the Live Local Act (SB 102), opening up mixed uses could invite development that is out of scale and character with the H40 district. So the difficulty is in how to invite mixed-uses without necessarily opening up all of H40 to Live Local Development. One potential answer is to create regulations for a Zoning Overlay district, but not designate any properties with the designation. That way the ground work is set, so a potential developer interested in building this kind of product (i.e. mixed-use development) can simply seek to rezone his/her property to the Overlay district to permit the use. Safeguards could then be put in place through a covenant and/or through site plan approval to ensure that the proposal supporting the rezoning is what actually gets built.



**Town of Surfside
Regular Town Commission Meeting
September 12, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9G.

Date: September 12, 2023

From: Shlomo Danzinger, Mayor

Subject: Optimizing Non-Critical Permitting Processes

Suggested Action: – For the Commission to direct the Town to prepare a First Reading ordinance that revises the permitting process for specific permits of lower importance as agreed upon by the commission.

Background/Analysis: – The Town is currently facing a high volume of essential building-related permit requests. Consequently, some permits might experience delays beyond initial expectations. This situation hampers the building department's capacity to promptly review and approve permits that are considered non-essential, based on the existing process.

The purpose of this proposal is for the Commission to identify permits that it deems non-essential, such as those for lemonade stands, garage sales, minor structural paint touch-ups, and so on. The goal is to then direct the Town to establish a more efficient process that ensures these permits are exempt from fees, processed swiftly, and approved on the same day. This modification is intended to improve resident convenience by offering a straightforward over-the-counter or online process. This streamlined approach aims to encourage residents to easily comply with Town regulations.