Town of Surfside
Regular Town Commission Meeting
AGENDA
Tuesday, October 10, 2023
6:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, Fl 33154

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

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

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

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

1. **Opening**

1A. Call to Order

1B. Roll Call of Members

1C. Pledge of Allegiance

1D. Mayor and Commission Remark - Mayor Shlomo Danzinger

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

1F. Community Notes - Mayor Shlomo Danzinger

1G. Red Ribbon Week Proclamation - Mayor Shlomo Danzinger
Red Ribbon Week Request - Oct 2023.pdf
Red Ribbon Week - Oct 2023.pdf

1H. National Community Planning Proclamation - Shlomo Danzinger, Mayor
National Community Planning Month Request - Oct 2023.pdf
National Community Planning Month - Oct 2023.pdf

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, MMC, Town Clerk
September 12, 2023 Special Town Commission Meeting Minutes-First Budget Hearing.pdf
September 12, 2023 Regular Town Commission Meeting Minutes.pdf
September 27, 2023 Final Budget Hearing-Special Commission Meeting Minutes.pdf
September 27, 2023 Special Town Commission Meeting-Quasi Judicial Hearing Meeting Minutes.pdf

3B. Board and Committee Minutes - Sandra N. McCready, Town Clerk
August 7, 2023 Tourist Board Meeting Minutes.pdf
August 21, 2023 Parks and Recreation Committee Meeting Minutes.pdf

3C. 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.
Resolution Approving Grant from FDOC Downtown Alleyway Surfside Project
Exhibit A - Agreement with the FDOC.pdf

3D. FY 2024 Budget Amendment Resolution No. 1 - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2024 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Budget Amendment No. 1 for FY 2024
Attachment A - FY2024 Budget Amendment No. 1

3E. Resolution authorizing Mutual Aid Agreement between the City of Sweetwater Police Department and the Town of Surfside Police Department. - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF SWEETWATER; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Mutual Aid Agreement - City of Sweetwater
Exhibit A - Mutual Aid Agreement - Surfside

3F. Approval of Lease Agreement with Dell Financial Services for Town Operating Desktops, Laptops & Monitors - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH DELL MARKETING, L.P. FOR THE LEASE OF OPERATING DESKTOPS, LAPTOPS, COMPUTER MONITORS, AND OTHER RELATED COMPUTER ACCESSORIES IN AN AMOUNT NOT TO EXCEED $166,708.20 UTILIZING THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA PARTICIPATING ADDENDUM TO THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS COOPERATIVE PROCUREMENT PROGRAM (NASPO) MASTER AGREEMENT NO. MNWNC-108; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE LEASE OF THE COMPUTER EQUIPMENT; FINDING THAT THE LEASE OF THE COMPUTER EQUIPMENT IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Reso Approving Lease of Computer Equipment with Dell
Exhibit A - Dell Financial Services LLC Lease Term Agreement (Laptops, Desktops

& Peripheral Equipment)
Exhibit B - State of Florida Dell Original Participating Addendum
Exhibit B - State of FL Contract Amendment No. 1 thru No. 6

3G. Ratification of Deductive Change Orders and Authorization to Expend for Additive Change Orders Pertaining to 96 Street Park Construction - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE ISSUANCE OF CHANGE ORDERS NO. 1 AND NO. 2 PROVIDING FOR DIRECT PURCHASE OF MATERIALS AND EQUIPMENT, AND APPROVING CHANGE ORDER REQUESTS NO. 3 AND NO. 4 PROVIDING FOR AN INCREASE IN THE CONTRACT PRICE FOR DESIGN CHANGES, RELATED TO THE CONTRACT FOR CONSTRUCTION WITH LUNACON ENGINEERING GROUP, CORP. FOR THE 96TH STREET PARK PROJECT;; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDERS TO THE CONTRACT FOR CONSTRUCTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Four Change Orders to Lunacon Construction Contract
Exhibit A - Change Order # 01 (Executed)
Exhibit B - Change Order # 02 (Executed)
Exhibit C - Change Order #3
Exhibit D - Change Order #4

3H. Supplemental Fees for Architectural and Engineering Services Related to the Tennis Community Center Project - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. FOR ADDITIONAL PROFESSIONAL ENGINEERING BUILDING DESIGN AND PERMITTING SERVICES FOR THE TENNIS RECREATION CENTER BUILDING IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Additional Service Revision w Corradino for Tennis Center Building Impr Project
Exhibit A - First Amendment Project Agreement with Corradino Group Inc for Tennis Center Building Improvements Project
Exhibit B - The Corradino Group Proposal 09/5/2023
Exhibit C - Fee Breakdown

3I. 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 Horm for Design Engineering Services - Utilities Undergrounding Project.pdf
Attachment A - Kimley Horn Design Services Proposal.pdf
Attachment B - Project Agreement-Design and Engineering for Utilities Undergrounding Project

4. Ordinances

Second Reading

4A1. 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
Attachment A- Actuarial Impact Statement.pdf

4A2. 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 - ArcadesÂ

4A3. 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 - Second Reading Version.DOCX

First Reading

4B1. Creation of New Capital Improvement Projects Chapter within the Town Code - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADOPTING CHAPTER 73, "CAPITAL IMPROVEMENT PROJECTS," PROVIDING FOR A DEFINITION OF TOWN "CAPITAL IMPROVEMENT PROJECTS"; AND ESTABLISHING THE METHOD FOR PLANNING, BUDGETING, AND IMPLEMENTING SUCH PROJECTS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Ordinance Creating Capital Improvement Projects Department

4B2. Update to Water Shortage Regulations Section of the Town Code to be Consistent with Miami-Dade County and South Florida Water Management District - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VI. - "WATER SHORTAGE REGULATIONS" OF CHAPTER 78 - "UTILITIES," OF THE TOWN'S CODE OF ORDINANCES TO INCORPORATE APPLICABLE MIAMI-DADE COUNTY PERMANENT YEAR-ROUND LANDSCAPE IRRIGATION RESTRICTIONS AND PROVIDE FOR ENFORCEMENT BY THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Amending Section 78-100 Adopting Enforcement of MDC 32-8.2 TAv2.DOCX
Attachment A - SFWMD Letter dated July 20 2023
Attachment B - Sec. 32.8.2 - Permanent year round landscape irrigation restrictions

4B3. Ordinance Amending Citizen Presentation Rules - 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 2-206 "PUBLIC PARTICIPATION" RELATING TO CITIZENS PRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Amending Sec. 2-206 Re Citizens Presentations

4B4. Amending Sec. 14-28. - Issuance of Building Permits and Amending Sec. 62-1. - Garage Sales to Simplify Town Permitting Requirements for Non-Essential Permits - 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 14-28, "ISSUANCE OF BUILDING PERMITS," AND SECTION 62-1, "GARAGE SALES," TO SIMPLIFY AND REVISE THE TOWN'S NON-CRITICAL PERMITTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance Amending Section 14-28 and 62-1 Relating to Low Value Building Permits and Garage Sales

4B5. Amending Chapter 72 of the Town Code to Address Utilities Lines Undergrounding for Future Communication Improvements - 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 CHAPTER 72 "TELECOMMUNICATIONS", SECTION 72-28 "DEFINITIONS," SECTION 72-31 "PLACEMENT OR MAINTENANCE OF A COMMUNICATIONS FACILITY IN PUBLIC RIGHTS-OF-WAY", AND SECTION 72-35 "EXISTING COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY" TO REQUIRE UNDERGROUNDING OF ALL NEW COMMUNICATIONS LINES WITHIN THE TOWN'S BOUNDARIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance Amending Ch. 72 Telecommunications Right-of-Way Ordinance for Undergrounding

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 Legislative Priorities for Florida Legislative Session - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2024 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Legislative Priorities 2024
Attachment A - Legislative priorities FY2024

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
2023-10 October Town Manager's Report.pdf

7B. Town Attorney's Report
October 2023 Town Attorney Report

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Formal Complaints regarding Commissioner Nelly Velasquez - Hector Gomez, Town Manager

9B. Tourism Board Approved Collins Avenue Monument Sign for Town Commission Review and Approval - Hector Gomez, Town Manager
Attachment A - Tourist Board Selection, Monument Sign
Attachment B - Monument Sign Proposal Plus Town Seal
Attachment C - Don Bell Updated Estimate
Attachment D - Additional Sign Designs
Attachment E - Estimate for Additional Designs

9C. Dune Resiliency Project Update - Hector Gomez, Town Manager
Attachment A - Presentation

9D. Permit Fees for Condominium Recertification and Special Assessments - Commissioner Meischeid

9E. Village of Indian Creek Septic to Sewer Conversion Project - Hector Gomez, Town Manager

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
Regular Town Commission Meeting
October 10, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 1G.
Date: October 10, 2023
From: Mayor Shlomo Danzinger
Subject: Red Ribbon Week Proclamation

Suggested Action: – For the commission to approve the Red Ribbon Week Proclamation as presented.

Background/Analysis: – Red Ribbon Week takes place each year from October 23 through 31st. It was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts. The red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty and represents the belief that one person can make a difference.

TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for *(check one)*: ✓ **Proclamation** ___**Certificate** ___**Key** ___**Brick**

Date of Request: 08/29/2023

Name of Requestor: Romina Tripichio

Organization: Young Marines

Address: 6692 NW 107 Ct., Doral FL 33178

Phone / E-Mail: PFCBruceWCarter@youngmarines.org (786) 597-9338

Name of Individual / Organization to be honored:

Young Marines

Title for Proclamation or Certificate:

Red Ribbon Week

Date of Recognition: October 10, 2023

Reason for Recognition ***(Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation)***:

See proclamation draft attached to this item.

Document is to be*:*

- **Presented at a Commission Meeting in** 10/10/2023 ***(month / year)***
- **Presented at the following event** _____ ***(Please attach event information to the request form)***
- **Picked up by** _____ **on** _____ ***(date)***

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes_____ No_____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

Proclamation

Whereas, *communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; AND*

Whereas, *there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; AND*

Whereas, *governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; AND*

Whereas, *the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; AND*

Whereas, *the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drugs prevention and reduction efforts; AND*

Whereas, *October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.*

Now *therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, do hereby proclaim October 23 through 31, 2023 to be recognized as:*

Red Ribbon Week

in the Town of Surfside, Florida, and urge all residents to actively engage in Red Ribbon Week initiatives, fostering a united community commitment to drug prevention, education, and awareness, ultimately cultivating a safer and healthier environment for our present and future generations.

Signed by my hand at Surfside Town Hall
on this the 10th day of October 2023.

Shlomo Danzinger, Mayor
Town of Surfside

MEMORANDUM

ITEM NO. 1H.

To:

From: Shlomo Danzinger, Mayor

Date: October 10, 2023

Subject: **National Community Planning Proclamation**

For the Commission to approve the National Community Planning Proclamation as presented.

National Community Planning Month presents a wonderful occasion for our Town Commission to extend our heartfelt appreciation to our dedicated Town Planner and the diligent members of the Planning & Zoning Board. This month allows us to shine a spotlight on the vital role community planning plays in ensuring the resilience of our municipality.

We cannot emphasize enough how pivotal planning is for the well-being and future sustainability of the Town of Surfside. It is our sincere belief that planners possess the ability to guide our community towards a future that is not only equitable but also enduring. Their dedication and commitment to sustainable practices truly make a difference in our town.

As we celebrate National Community Planning Month, let us collectively acknowledge the profound impact that thoughtful planning has on our community's prosperity and longevity. We are grateful for the hard work and dedication of our planners, and we look forward to continuing this journey together towards a brighter future for Surfside.

National Community Planning Month Request - Oct 2023.pdf

National Community Planning Month - Oct 2023.pdf

TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for *(check one)*: ✓ **Proclamation** ___**Certificate** ___**Key** ___**Brick**

Date of Request: 09/03/2023

Name of Requestor: Shlomo Danzinger

Organization: Town of Surfside

Address: 9293 Harding Ave., Surfside FL 33154

Phone / E-Mail: sdanzinger@townofsurfsidefl.gov

Name of Individual / Organization to be honored:

Judith Frankel, Town Planner / Members of the Planning and Zoning Board

Title for Proclamation or Certificate:

National Community Planning Month

Date of Recognition: October 10, 2023

Reason for Recognition ***(Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation)***:

See proclamation draft attached to this item.

Document is to be*:*

- **Presented at a Commission Meeting in** 10/10/2023 ***(month / year)***
- **Presented at the following event** _____ ***(Please attach event information to the request form)***
- **Picked up by** _____ **on** _____ ***(date)***

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes_____ No_____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

Proclamation

Whereas, *change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and*

Whereas, *community planning and plans can help manage this change in a way that provides better choices for how people work and live; and*

Whereas, *community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and*

Whereas, *the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and*

Whereas, *the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and*

Whereas, *the Town of Surfside wishes to endorses National Community Planning Month as an opportunity to highlight how planning is essential for a municipality's resiliency, and how planners can lead our community to an equitable, long-lasting, and sustainable future; and*

Whereas, *the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Surfside;*

Now *therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, do hereby proclaim and designate the month of October 2023 to be recognized as:*

National Community Planning Month

and encourage all residents of the Town of Surfside to recognize the many valuable contributions made by professional community and regional planners and extend our heartfelt thanks for the continued commitment to public service by these professionals.

Signed by my hand at Surfside Town Hall
on this the 10th day of October 2023.

Shlomo Danzinger, Mayor
Town of Surfside

MEMORANDUM

ITEM NO. 3A.

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

From: Sandra N. McCready, MMC, Town Clerk

Date: October 10, 2023

Subject: **Approval of Minutes**

September 12, 2023 Special Town Commission Meeting Minutes-First Budget Hearing.pdf

September 12, 2023 Regular Town Commission Meeting Minutes.pdf

September 27, 2023 Final Budget Hearing-Special Commission Meeting Minutes.pdf

September 27, 2023 Special Town Commission Meeting-Quasi Judicial Hearing Meeting Minutes.pdf

Town of Surfside
Special Town Commission Meeting - Budget Hearing
MINUTES
September 12, 2023
5:01 PM
Commission Chambers

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

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

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

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

2. **Discussion Regarding Millage Rate and Budget**

3. **Millage Rate Adoption Resolution for FY 2024**

   3.A FY 2024 Proposed Millage Rate Adoption Resolution - Hector Gomez, Town Manager

   The Town's Administration recommends approval of the resolution that would adopt the FY 2024 proposed millage rate of 4.1000.

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

   Mayor Danzinger wished Finance Director Javier Collazo a happy birthday.

   Town Manager Gomez introduced the item. He stated the team put together a presentation and he went over the entire presentation. He stated today is the first budget hearing and the second one will be September 27, 2023. He went over the budget calendar and a TRIM Notice was prepared with the millage rate proposed of 4.1000. He went over the different budget components, different funds and the projected revenues, expenditures and reserves. He stated that the tentative millage rate is 4.1000 will equate to $15, 984, 306 and the roll back rate with no tax increase would equate to $14,433,438 and the difference between those two numbers if 10.74% which is $1,550.868.00. He stated the last 5% are appeals for other property values that are still pending. He stated the rest of the presentation will be the changes from what was presented in July to today and that is due to some

commission direction and motions that have led them to adopt some changes and they received final numbers from the State and Miami Dade County Water and Sewer. He stated that the insurance rates went down, and that decrease is shown in the changes. He also spoke regarding the raise in liability insurance and FMIT. He continued to go over the recommended changes to the proposed budget presentation per fund. He went over the program modifications summary from 2023 and 2024 and the different services. He provided the roll back rate is 3.7022, the percent increase over the rolled back rate is 10.74% and the millage rate to be levied is 4.1000.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Victor May

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman thanked the entire Town staff and Town Manager and he stated as discussed in the July meeting to reduce the millage rate to 4.1000 and spoke regarding the increase in tax revenue due to the increase in property value. He stated that they are going in the right direction and great accomplishment.

Commissioner Meischeid thanked the Town Manager for the presentation and was in agreement with everything they have gone through, and this makes sense.

Commissioner Velasquez thanked the Finance Director and Town Manager for the presentation. She asked regarding the staff member for downstairs and asked if they truly need the position or just filling a chair. She has come here and does not see a line at the window. She asked regarding what that person be taking care of permits as well or what exactly would be the role of that person. She also asked regarding the position for the Community Center and what exactly is that individual going to be doing. She agrees with lowering the millage rate since the property value has gone up.

Town Manager Gomez addressed the comments made by Commissioner Velasquez on what both positions will be doing and their duties and what funds those positions salaries will be coming from.

Vice Mayor Rose thanked all Town staff for putting this together and at the last meeting he would have liked to have kept the millage rate at 4.2 and as the value goes up, they would like to keep things the same especially with the projects coming up. He stated most of the revenues come from the non-homesteaded properties.

Mayor Danzinger thanked Town staff for all their hard work and appreciates the hiring of new personnel. He spoke regarding the lowering the rate to 4.1000 and is a responsible move and not too extreme. He spoke regarding the last 5-year history.

A motion was made by Vice Mayor Rose to approve the resolution and set the FY 2024 Proposed Millage Rate at 4.1000, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Resolution Adopting Proposed Millage Rate FY 2024

4. **Public Comments**

5. **FY 2024 Tentative Budget Adoption Resolution**

5.A FY 2024 Tentative Budget Adoption Resolution - Hector Gomez, Town Manager

The Town's Administration recommends approval of the resolution that would tentatively adopt the FY 2024 budget.

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

Town Manager Gomez introduced this item and presentation under item 3.A (FY 2024 Proposed Millage Rate Adoption Resolution).

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 adopting the FY 2024 Tentative Budget, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
Resolution Adopting Tentative Budget for FY 2024
Exhibit A - FY2024 Proposed Budget Summary 2024

6. **Public Comments**
Public Comments were heard under each item.

7. **Adjournment**
There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 5:49 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, MPA, MMC
Town Clerk

Town of Surfside
Regular Town Commission Meeting
MINUTES
September 12, 2023
7:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, Fl 33154

1. Opening

1A. Call to Order

Mayor Danzinger called the meeting to order at 7:06 p.m.

1B. Roll Call of Members

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

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

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

1C. Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

1D. **Mayor and Commission Remark** - Mayor Shlomo Danzinger

Mayor Danzinger reminded the public and fellow commissioners regarding the decorum statement. He welcomed everyone to the meeting and those watching at home. He recognized the presence of the honorary Mayor Kasriel Gewirtz.

Commissioner Landsman welcomed everyone in the chambers and those watching at home. He thanked all the members of the committees especially those of the Planning and Zoning Board, Charter Review Board and Tourist Board. He read a statement into the record. "I need to start by thanking all of the members of our various Boards and Committees. But especially to the members of the Planning & Zoning Board, Charter Review Board, and the Tourist Board. The members of our boards volunteer their time and energy to help the Town of Surfside move forward. Unfortunately, a few members of our town feel compelled to characterize these folks as corrupt or unethical unless they happen to agree with their positions. This is unacceptable and only serves as political theatre. I also want to thank all of the

members of our Town staff for their hard work across all of our departments. They are also often used as targets to further political agendas. Special thanks to our Town Manager, Town Attorneys, Town Planners, and our Chiefs of Police. On another topic, I need to call out a former Surfside elected official for his comments about the city of Hialeah. Jose can you please play the clip, thank you. (This is a terrible idea, less green. You're turning Surfside into Hialeah if you go down this road). The City of Hialeah is the sixth largest municipality in Florida, serving over 224,000 residents living in approximately 20-square miles. I call on this former elected official to publicly apologize for his disparaging remarks. We have members of our town staff that live in Hialeah, and I'm sure we all know other people living there now as well. With your blessing Mr. Mayor, I'd like to reach out to the Mayor of Hialeah to see if they would consider entering into a Sister City relationship with the Town of Surfside. I'd like to show Hialeah that Surfside respects their city and residents. Thank you.

A motion was made by Commissioner Landsman to reach out to the Mayor of Hialeah to become a Sister Cities with the City of Hialeah, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Commissioner Meischeid spoke regarding the Planning and Zoning Board meeting of July what transpired at that meeting and they need to right this wrong.

Commissioner Velasquez welcomed all in attendance. She stated how ironic they came to speak about the City of Hialeah when the Mayor embarrassed her and made comments about her and believes that what Commissioner Landsman just did is childish and would like support for her censorship of the Mayor.

Vice Mayor Rose thanked everyone for being here and it is unfortunate that they are 8 months from election and some have already been using false accusations and information for political reasons.

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

A motion was made by Vice Mayor Rose to move item 9C (Town-Wide Stormwater Improvement Projects Update) 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 item an item to be heard after item 1G (Citizens Presentation by David Forbes) as the new 1H (Citizens Presentation by David Rodan), seconded by Commissioner Meischeid. The motion died with a 2-3 vote with Commissioner Landsman, Vice Mayor Rose and Mayor Danzinger voting in opposition.

Mayor Danzinger asked regarding what Mr. Rodan would like to speak about and if they could merge the items.

Commissioner Velasquez stated she does not want it merged.

Commissioner Landsman stated that the presentation is having to do with the site plan of the 8777 Collins Avenue building and it could show bias due to the item

coming before them in the future. Mr. Rodan could speak during Good and Welfare and have his 3 minutes to speak.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger spoke regarding the beach events and contribution to safety, and they continue having great events and thanked the Tourist Board and Tourism and Communications Director. He spoke regarding the upcoming events, meetings and forum. He stated today is Women in Law Enforcement Day and recognized Detective Sergeant Marianne Cruz and Detective Diane De Leon and thanked them for their hard work. He recognized those employees that are having anniversaries.

Town Manager Gomez recognized anniversary milestones and recognized a prominent leader Police Chief Healy and his 5-year anniversary.

Police Chief Healy honored and presented the Civilian of the Month awards to Felix Alvarez, Yosvani Iglesias, Carlos Duarte, and Kenny Chaviano. He also presented Assistant Chief Marciante an award for his hard work with the new gym.

Mayor Danzinger appreciates staff and their hard work and what they have seen in the past couple of weeks is that you have commissioners knocking staff down and it is important to give respect to the hard work of staff. He would like to have everyone remember that they are up here because they were not happy with what they had before and to maintain decorum regardless if they do not agree with decisions being made. He stated many have prioritized safety, events to bring out tourists along with many of the programs the residents can enjoy. He spoke regarding Parks and Recreation programs and some of the senior programs. He recognized former Commissioner Marta Olchyk and she has agreed to be the liaison with the senior community for the senior programs in order to get some more feedback for additional programming for the seniors.

Former Commissioner Olchyk thanked the Commissioners and the Mayor for awarding her with this honor.

Mayor Danzinger thanked former Commissioner Olchyk again for all her hard work and dedication to this community.

Parks and Recreation Committee Chair Retta Logan provided an update on the Parks and Recreation Committee and the different projects.

Tourist Board Chair Eli Tourgeman provided an update on the Tourist Board activities, projects and upcoming events.

Planning and Zoning Board Chair Carolyn Baumel provided an update on the Planning and Zoning Board report of the meeting that took place. She read the following statement into the record: "Good evening Mr. Mayor, Vice-Mayor and Commissioners. This is my Planning and Zoning Board report of the meeting that took place Thursday, August 31st, 2023. We had 2 separate meetings - at 5 & 6 pm. The 5:00 meeting was a review of 3 ordinances, 2 commercial district wall signs and a roof repair. The 6:00 meeting had 3 new construction, two-story single

residences, one of which was an understory. All 3 were approved with conditions. These 3 applications 4A, 4B & 4C were discussed & reviewed after the Planning and Zoning Board voted to recommend an approval with a 4-1 vote of the 8777 Collins New, Multifamily Construction. We have sent our recommendation for approval to our Mayor and Commission. 8777 Collins was presented By Damac's Zaha Hadid's Architectural firm, along with Damac Representatives James Galvin & Attorney Graham Penn. Mr. James Galvin, the Damac representative answered several questions from Board members about the positioning of the loading, unloading and sanitation docking access. They proposed the access on 88th street and not Collins Avenue per reasons of vehicular and pedestrian safety. It was clear after questions were presented to the PZ Board members that the use of Collins Avenue as an access point for these services was not a choice. We have the understanding that Damac's representatives all have been communicating with FDOT through emails and zoom meetings since November of 2022.There were communications about 'curb cuts' and the sight triangle on Collins. The architects & design team explained how the visibility to the accessible space which is approximately 38 feet into the property — It is not seen from 88th Street. The collection areas are technologically designed as a special, non-odorous and filtered area that is only accessible when the collection vehicles come to do their job. There were public comments about the 88th street access for waste pickup services. There were 3 families in attendance who lost loved ones out of the 98 lives lost in the tragic collapse expressing concerns and questions. The 3 families expressed their emotional dissatisfaction of any vehicle entering 88th Street from Collins Avenue east to the end of the no-through street. This no-through street, 88th street, which is under the jurisdiction of the County for traffic control, is the North side of the new building. This is the proposed location for loading and sanitation services on the 88th Street side. The building cannot have access on 87th Terrace because it is a closed, pedestrian beach, walkway in the city limits of Miami Beach. The prior Mayor & Commission approved a 'Resolution' for the 88th street dedication. Let's all understand that this 'Resolution' is not an 'ordinance' nor a 'law'. This 'Resolution' was approved on January 11th, 2022. And at that time, The remainder of their in-office term was 2 months and 5 days. However, there was NO formal completed action made between the prior Town Manager, Former Mayor or Former Commissioners. So, at this point, We now are 2 years, 8 months and days ago, when the Former Mayor and Commission approved this "Resolution". The 'Resolution' states the directive to the Town Manager, to seek the request for closure. The Former Mayor and Commissioners had not involved the County nor the State of Florida to formalize any such 'Action'. What is That "Action?" That 'Action' is how could they close 88th Street to any vehicular traffic. In fact, Mr. Gomez, our Town Manager, is currently taking that action. The fact is that they did not formalize their own "Resolution." This 'Resolution', is a dedication to those lives lost and for the families. A tool to have the ability to dedicate this passage way of a no-through street. Now hear The 'Resolution' Section 2. Direction to the manager to pursue the closure of 88th street east of Collins avenue to vehicular traffic for the Purpose of providing a memorial park and pedestrian plaza honoring the victims of the Champlain Towers collapse. The Manager is hereby directed to take all steps necessary to pursue all governmental approvals necessary to permanently close that portion of 88th Street located in between Collins Avenue on the west and the public beach to the east (the "Street-end") to vehicular traffic for memorial park and pedestrian plaza honoring the victims of the Champlain Towers South collapse. The

closure of any portion of 88th street to vehicular traffic is subject to the maintenance of emergency or governmental vehicular access and any access required to reach property north and south of the Street-ends. But we had to deal with the realities and limitations that the property inherently has which is only one access area that is 88th street. So again the PZ board approved with a 4-1 in favor and sent a 'Recommendation to Approve' to the Mayor and Commission of Surfside. A point of information: Our Planning and Zoning Board is made up of 7 members. 5 voting members and 2 alternates. All 7 can speak at any time during any meeting and if 1 voting member is missing - an alternate gets voting rights as well. At this particular meeting all 7 were in attendance. The PZ Board is comprised of Lindsey Lecour, Ruben Bravo, Jonathan Edderai, Michael Szafranski, Andy Bales, Vice-Chair David Forbes and me as the Chair. We are all Surfside residents and we all live in Surfside as our primary residence. We all Voluntarily serve on the Planning and Zoning Board after being appointed by the commission. There were 4 'Yes' votes from Ruben Bravo, Jonathan Edderai, David Forbes and me and 1 'no' from Lindsey Lecour. We had a full quorum and the 2 alternates Michael Szafranski and Andy Bales were part of the discussions but not the vote. It is a honor to serve on the Board, it is a privilege to live in this community and these friendships that have been made, make it even more special to live here. Our Planning and Zoning Board is made up of members that are experienced in real estate, real estate law, single home and commercial development, general construction and engineering. We all have our views and we don't always agree but we certainly don't go around town generating lies, talking nonsense to the press, using email lists, nor do any of us dictate, prefabricate and write questionable articles with ill intentions to be hurtful. We all get along and move on. We do not secretively meet nor do we discuss town business outside the walls of the Town Hall. That would be an illegal action if that occurred and it never has. So I defend my Board and this lovely town: Surfside once might have been referred to as a 'sleepy seaside town' But Surfside is asleep no more and like many communities in Florida, the pandemic changed things at an accelerated pace. Fortunately, now we have a Commission and a Mayor whose intentions are to do what is good for the Town. It was that one tragic night, June 24, 2021 that changed the landscape of Surfside and stole 98 beautiful lives. And now, We are now at this crossroads of life and have to deal with the future while we respect and honor the past. We have to do our best with the options that we have. We take all the lessons we have learned and forge forward with compassion, grace, dignity and respect. Mayor Danzinger thanked Chair Baumel and apologized for the emails that was sent out by a former elected officials attacking her and the Board."

1G. Citizens Presentation by David Forbes - Vice Mayor Rose

Mayor Danzinger opened the floor to public comments:

The following individuals from the public spoke:
Eliana Salzhauer
Charles Burkett

Mayor Danzinger closed the floor to public comments.

Planning and Zoning Vice Chair David Forbes read the following statement into the

record. "Thank you, Mr. mayor , Vice mayor, commissioners, staff and fellow residents of Surfside. I have been on the PNZ board for the last year and a half and needed to come up here and clear things up. I have been lucky enough to serve on the PNZ board with six other dedicated members that have volunteered their time and expertise to do what we think is best for Surfside. Even when we all don't agree in our meetings you will always find a lively discussions but with nobody yelling at each other, swearing at each other, talking nasty to and about each other, and talking over each other, like you see in this commission and especially previous commissions. When I moved here, three years ago, I started coming to these meetings to see how the town was run and former mayor Burkett at the time I truly felt sorry for you, you sat up there as mayor of this town and you and were sworn at, talked down to, you were talked about under their breaths, You were ridiculed by the people in the audience, and I thought my gosh how could someone put up with this by other commissioners, I'll never forget when former commissioner Eliana flipped you off in the middle of your meeting and when former commissioner Tina would basically tell you to shut up when you were talking, and you were the mayor. At that time you took the highroad an did what you thought was best for the city, boy has times changed. Mr. Burkett I voted for you, I gave you money, I went to your fundraisers. And now you have lost your soul. You will now lie about anything and anyone to win the next election, you will lie, make up things, and align yourself with people that wouldn't know the truth, if it bit them in the tush. This brings us to today and why i am standing here, I am here to clear up lies, innuendos and political make-believe by former Mayor Burkett, former commissioners, Eliana and Tina Paul, and current commissioners, Nelly and Marianne said about myself, 2 of my fellow PNZ board members and 3 sitting councilmen that are friends of mine. During last months commission meeting three of us from the PNZ board were sitting in the audience as we normally do. myself , MRS Baumel and Mr. bravo. Since the commission meeting was a short one due to a small agenda, we invited three members of the commission that we are friends with, to join us at out usual spot, the Four Seasons hotel champagne bar which to be clear is a public venue, not a private, exclusive, club. You do not have to live there or be a member to go there. How do I know this, because sitting at the bar that same evening was commissioner Nelly and Commissioner Maryanne having their own little meeting and drinks themselves. During our separated drinks i walked over to both councilwoman and asked them to join us which they declined, we talked for 15 min and when i left i paid for there drinks. I was trying to bring the board together. Silly me. A lot has been made of the 6 of us being together but AT KNOW TIME WAS ANY CITY, COUNTY, OR STATE BUSINESS DISCUSSED. I implore everybody here in this room to go back to the recorded PNZ meeting we had last week that and listen to my three minute rant about former mayor Burkett, Elliana, Sal's hour Tina Paul, Nelly and Marianne I don't need to reiterate that whole thing again. These people don't care about you. They only only care about themselves and winning an election and will say whatever they have to do to lie and continue to lie over and over again to scare you guys in voting for them and not voting for people that actually want to do good in this town. Mr. Burkett You have become a terrible, terrible, human being, and that is really a shame, you make up things about everybody that doesn't agree with you, you align yourself with the absolute wrong people, and you do it in the name of winning an election no matter who you hurt or who you lie about along the way. It's OK to have a difference of opinion, healthy discussion is good, disagreements at not only good but healthy. I consider myself lucky to be on the PNZ board and i come into EVERY

meeting with my mind NOT made up because someone else on the commission likes the idea. I listen to all the facts and make an intelligent decision, but that is me. Is everybody up on this commission perfect. No, but they are trying to do what's best for this town when one of them is not pointing fingers. Former Mayor i am not telling all the things you did wrong during your six years as mayor, I have an entire slideshow that I was going to show tonight and willing to give to the media proving that Mr. Burkett is an anti-Semite, a predator, a womanizer, and a sexual harasser. And also on this slideshow, shows the photos of Eliana and Nelly flipping people off when they don't get their way like school children. Going backwards in this town is the worst thing that can happen to all of us. I am not here for political gain, I am here to tell you to beware of the people that are. I know by saying all the stuff I will get another wonderful article written about me in that political website of yours were all you do is lie and make up stories to scare the hell out of the people in this room. At no time have I, my fellow PNC board members, my friends on the commission talked about any Surfside business when we socialize. My goal is never to try and scare the daylights out of everybody in this town with LIES, innuendos and B.S. Former Mayor and others its time to take the high road and stop with all the lies and nonsense. This town deserves better. Thank You."

Vice Mayor Rose thanked Planning and Zoning Board Vice Chair Forbes for his speech and asked Commissioner Meischeid that she stated in her opening statement that there were multiple members that wanted to have their vote reconsidered. He stared there are 3 board members present and if she wanted to ask these three if they are wanting to reconsider their vote.

Commissioner Meischeid stated she does not believe it is appropriate at this time.

Commissioner Landsman stated it is difficult to remain on that high road when people in this community undermine you and insult you. It is wrong to do it to Town staff and board members.

Commissioner Meischeid stated that she does not believe everyone is taking the high road and it is taking a lot of time speaking about people's behaviors.

Commissioner Velasquez stated that it is funny how they are playing political games and they are saying others are doing so from the public. She addressed the comments made by Planning and Zoning Board Chair Baumel and Planning and Zoning Board Vice Chair Forbes and it is wrong what they are doing.

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 Vice Mayor Rose to approve the consent agenda minus item 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) and item 3I (FY 2023 Budget Amendment Resolution No. 10), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

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

Approved on consent.
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

Approved on consent.
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

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

Approved on consent.
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"

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

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.

Approved on consent.
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

The Administration recommends approval of the resolution that would reengage the Town's current external auditors.

Approved on consent.
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

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.

Approved on consent.
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

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.

Approved on consent.
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

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.

Item was pulled from consent.

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

Town Manager Gomez addressed the comments made and provided an overview of the item.

Mayor Danzinger spoke regarding the job done and would like to have them take the steps and divide the milestone and the hours and if they are falling behind to hold them accountable. He is proposing to direct the Town Manager to engage with Kimley Horn to create a project scheduled ahead of time attached to milestones and those milestones will be attached to the payouts.

Town Manager Gomez feels there is a way of doing this and to have a monthly report with the billables.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated that the last item and the previous one was not about developers and those comments were inaccurate.

Commissioner Velasquez stated this should have been done a long time ago as well.

Vice Mayor Rose supports this as well and asked if Town Manager Gomez would ask for the timeline and come back to the Commission.

Commissioner Velasquez stated this is another stall tactic.

Mayor Danzinger addressed the comments made by Commissioner Velasquez.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to engage with Kimley Horn to create project schedules ahead of time and attach to milestones and those milestones will be attached to the payouts, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Resolution Approving Project Agreement with Kimley Horm 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

Town Administration recommends approval of Budget Amendment Resolution Number 10

Item was pulled from consent.

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

Town Manager Gomez introduced the item.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to bring this item back next month along with the contract as in item 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, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

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

Town Administration recommends approval of the attached resolution.

Approved on consent.

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

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.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

George Kousoulas

Mayor Danzinger closed the floor to public comments.

Discussion among the Commission took place regarding the changes between first and second reading.

Town Attorney Recio addressed the comments made by the Commission and stated nothing was taken out and it was more of formatting and stated that the three stars (*) means that nothing has changed.

A motion was made by Commissioner Landsman to approve the ordinance on second reading, seconded by Vice Mayor Rose. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.
Ordinance Amending 90-45 H30A H30B Average Setbacks - 2nd Reading

4A2. 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 introduced the item.

Mayor Danzinger opened the floor to public comments.

There were no public comments.

Mayor Danzinger closed the floor to public comments.

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

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 introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Eliana Salzhauer

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated that there is a lot of concrete on Harding Avenue than in other areas so what they are achieving is reducing some of the concrete and allowing the owners of the homes redoing their front yard and having 30% permeable area.

Commissioner Meischeid is not in favor of more concrete.

Vice Mayor Rose stated that they are reducing the concrete and provided number and facts.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Landsman. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Meischeid voting in opposition.
Ordinance Amending 90-61 Harding Avenue Front Yard Paving Allowance - 2nd Reading

4A4. 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 Attorney Arango stated the changes and stated that the correct ordinance is on the dais.

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated this gives some creativity and options.

Commissioner Meischeid is fine with this ordinance.

Vice Mayor Rose thanked Mr. Kousoulas and the Town Attorney for bringing this up.

Mayor Danzinger reiterated that they discussed it for the first time when it comes up before them and thanked the Town Attorney for bringing it up.

A motion was made by Vice Mayor Rose to approve the corrected ordinance on second reading, seconded by Commissioner Meischeid. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.
Ordinance Carport Allowances - 2nd Reading

4A5. 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 introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer

Mayor Danzinger closed the floor to public comments.

Discussion among the commission took place regarding this item.

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

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.

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

Town Manager Gomez introduced the item.

Town Attorney Recio provided an overview of the ordinance.

Mayor Danzinger explained how this ordinance came about.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:
Gerardo Vildostegui
Eliana Salzhauer
George Kousoulas

Mayor Danzinger closed the floor to public comments.

A motion was made by Vice Mayor Rose to extend the meeting at 11:05 p.m. for 2 hours, seconded by Mayor Danzinger. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

Discussion took place among the Commission regarding this item and lot aggregation in that district and what is allowable.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading removing special exemption from all areas, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to end debate, seconded by Mayor Danzinger. The motion carried with a 3-2 vote with Commissioner Meischeid and Commissioner Velasquez voting in opposition.

A motion was made by Mayor Danzinger to have the Town attorney to clarify and work on alternate special exemption criteria, seconded by Vice Mayor Rose. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Meischeid voting in opposition.

Discussion continued among the commission regarding the item and going back to a previously voted on item.

A motion was made by Commissioner Landsman to end discussion, seconded by Vice Mayor Rose. The motion carried with a 3-2 vote with Commissioner Meischeid and Commissioner Velasquez voting in opposition.

A motion was made by Commissioner Meischeid to follow up discussion to continue the previous discussion. She rescinded her motion.

Commissioner Meischeid would like to know in the previous discussion regarding the special exemption in what form would that come back as and will it be a discussion item or another resolution.

Town Attorney Arango stated that it is to bring back the ordinance without the exemption and at second reading some information and the commission can consider information and could be considered at second reading and the Commission can do as they choose with that information.

A motion was made by Vice Mayor Rose to have a 5 minute recess at 11:38 p.m., seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Meeting resumed at 11:47 p.m.
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

The Town Administration recommends approval of the proposed Ordinance.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

There were no public comments.

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.
Pension Ordinance - DROP Extension Non-Union.docx

4B3. Ordinance Amending Section 90-41 Regulated Uses - Arcades - Hector Gomez, Town Manager

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.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer

Mayor Danzinger closed the floor to public comments.

Commissioner Velasquez asked if alcoholic beverages and tobacco will be allowed.

Town Attorney Recio stated currently the provision requires alcohol and this provision allows to not require this establishment to serve alcohol.

Town Manager Gomez addressed the comments made by Commissioner Velasquez.

Commissioner Landsman asked if they can include in the language that this establishment cannot include alcohol.

Mayor Danzinger asked regarding what is in existence in the code and what is being created is a secondary usage.

A motion was made by Commissioner Landsman to approve the ordinance on first reading, seconded by Vice Mayor Rose. The motion carried with a 3-2 vote with Commissioner Meischeid and Commissioner Velasquez voting in opposition.

A motion was made by Commissioner Velasquez to not allow alcohol sale in this arcade establishment. The motion died for lack of a second.
Ordinance Amending Section 90-41 Regulated Uses - ArcadesÂ

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.

Mayor Danzinger opened the floor to public comments on all resolutions under Item 5.

The following individuals from the public spoke:

Eliana Salzhauer spoke on all the items.
Gerardo Vildostegui spoke on all the items.
George Kousoulas spoke on all the items.
Ben Jacobson spoke on all the items.

Mayor Danzinger closed the floor to public comments.

5A. Town of Surfside Contribution Towards School Resource Officer for School Year 2023 to 2024 - Hector Gomez, Town Manager

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.

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

Town Manager Gomez introduced the item.

Discussion among the Commission took place on this item.

A motion was made by Commissioner Landsman to approve the resolution, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.
Reso Approving MOU for Additional School Resource Officer at Ruth K Broad School
MOU Surfside Bay Harbor Islands Bal Habour 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

Town Administration recommends approval of the attached resolution.

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

Town Manager Gomez introduced the item.

Discussion took place among the Commission regarding the item.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
Resolution In Support of Grant Application FDEP Dune Restoration Project

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

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.

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

Town Manager Gomez introduced the item.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
Resolution Maintenance Map
Attachment A - 200 Block from 96 Street to 94 Street Alleyway Right of Way Map

5D. Censure Resolution - Commissioner Nelly Velasquez

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.

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

Commissioner Velasquez introduced the item.

Commissioner Landsman stated that everyone has an opinion and stands by his comment, and it is politically motivated and written by Mr. Burkett.

Commissioner Meischeid stated this is a serious issue and to vote against it is saying you condone his action.

Vice Mayor Rose asked if this was written by herself.

Commissioner Velasquez stated that Mr. Burkett helped her with the resolution.

Vice Mayor Rose showed pictures of who created the resolution which was Mr. Charles Burkett and she lied.

Mayor Danzinger stated that he did not loose his temper but his composure.

A motion was made by Commissioner Velasquez to approve the resolution, seconded by Commissioner Meischeid. The motion failed with a 2-3 vote with Commissioner Landsman, Vice Mayor Rose and Mayor Danzinger voting in opposition.
Resolution Censure - Shlomo Danzinger.pdf

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

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.

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

Commissioner Velasquez introduced the item.

Commissioner Landsman stated the Planning and Zoning Board is only a recommendation Board. They only recommend to the Commission and the Commission will make a determination of the site plan application in September. He stated that he is the liaison of that board, and they made the best decision based on the information they received. He is not in agreement with any reconsideration or admonishment.

Commissioner Meischeid attended that meeting and is deeply concerned and upset.

Vice Mayor Rose also stated that Mr. Burkett was the individual who created this resolution. He stated that Mr. Burkett continues to push his political agenda. He asked Commissioner Velasquez if she will state under oath that she created the resolution.

Mayor Danzinger stated this is a political hack and circus and having Mr. Burkett make his political ploy and agenda. He explained the duties of what the Planning and

Zoning Board.

A motion was made by Commissioner Velasquez to approve the resolution and change the word "admonishment" to "reconsider", seconded by Commissioner Meischeid. The motion failed with a 2-3 vote with Commissioner Landsman, Vice Mayor Rose and Mayor Danzinger voting in opposition.
Resolution Admonishing Planning Zoning Board Quasi-Judicial Hearing Recommendation

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

Town Administration recommends that the Town Commission adopt the resolution as the final annual assessment resolution for Solid Waste for Fiscal Year 2023/2024.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer

Mayor Danzinger closed the floor to public comments.

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

The following individuals from the public spoke:
Debbie Cimadevilla spoke regarding flooding and undergrounding.
Marina Sarabia spoke regarding multiple items.
Eliana Salzhauer spoke regarding the 8777 property site plan and lies from Damac representatives.
David Rodan spoke regarding the 88th street and the memorial
George Kousoulas spoke regarding the actions of the commission and agreed with what Vice Chair Forbes stated about getting along and having civil meetings.
Gerardo Vildostegui spoke regarding the memorial and false claims from James Galvin and what FDOT stated. He spoke regarding the 10% of the frontage.

Louisa Agresti spoke regarding the former Eden hotel site was sold to the company that Michael Szafranski works for and becoming a mixed used project.
Charles Burkett spoke regarding the conduct from some of the elected officials and their development friends.
Jeffrey Zomper fears for Surfside giving what just happened. He asked regarding the definition of emergencies and infrastructure.
Ruben Bravo spoke regarding flooding and undergrounding but he said it is sad what is happening here.
Ben Jacobson spoke regarding the tourists and what Commissioner Meischeid is doing trying to destroy what the Tourist Board is doing. He stated that Commissioner Velasquez spoke at the Tourist Board of last night.
Martin Langesfeld spoke regarding the reason for the collapse and what NIST told him. He spoke regarding the Planning and Zoning approval of the site plan.
Hannah Wasserman agreed with the words that David Rodan and Martin Langesfeld stated and she is requesting that the Commission represent those that died at CTS and have the memorial.
Pablo Langesfeld would like to know the status of the investigation of the collapse. He spoke regarding 88th Street and put a banner on the street saying that there will be a memorial and the closure of 88th street.

Mayor Danzinger closed the floor to public comments.

The Commission individually addressed the comments made by the public speakers.

7. Town Manager and Town Attorney Reports

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

Town Manager Gomez introduced the Town Manager's Report.

A motion was made by Commissioner Landsman to approve the Town Manager's Report, seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Vice Mayor Rose absent from the dais at the time of voting.
2023-09 September Town Manager's Report.pdf

7B. Town Attorney's Report

Town Attorney Arango introduced the Town Attorney's Report and provided an update on the litigation cases.

Commissioner Velasquez asked regarding the case with Barry Cohen.

Town Attorney Arango stated that is being handled with FMIT and they are the ones that provide those updates and the case is still pending.

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's Report

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke on all items under Section 9.

Eliana Salzhauer
Gerardo Vildostegui
George Kousoulas

Mayor Danzinger closed the floor to public comments.

9A. 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.

Commissioner Meischied introduced the item and presented a picture of the home in question with the lighting.

Discussion among the commission took place regarding this item and the possible homes having these types of lighting.

Vice Mayor Rose suggested removing section c from the ordinance to include old construction as well.

A motion was made by Commissioner Meischeid to move forward in bringing back an ordinance for first reading to include the removal of section 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", seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to extend the meeting at 12:55 a.m. (9/13/2023) for an additional 30 minutes, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Mayor Danzinger absent from the dais at the time of voting.
Outdoor Lighting Proposed Language.docx

9B. 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%.

Commissioner Velasquez introduced the item. She would like an independent review from a firm, that is not Weiss Serota, to review the interpretation.

A motion was made by Commissioner Velasquez to have an independent review from a firm, that is not Weiss Serota, to review the interpretation of this section of the code, seconded by Commissioner Meischeid.

Commissioner Landsman stated this has been discussed and explained many times and this was also brought up by the previous commission and he asked Town Attorney Recio to go to other attorney's to see if the interpretation is correct. He stated that he also knows that other attorneys have received legal opinions on this subject.

Town Attorney Recio stated that they have addressed this numerous times and they have gone into detail what the plain meaning is and under Section 90-3 of the code, it is not up to them how the zoning code is interpreted. He stated it is the Town Manager and Town Planner and they have consulted with them as well. He spoke regarding the letter of August 31, 2023.

Commissioner Velasquez asked why the letter from Mr. Keller states that information.

Town Attorney Arango asked Commissioner Velasquez what is the date of the letter from Town Planner Keller.

Commissioner Velasquez stated it was August 2021.

Town Attorney Recio addressed the comments made by Commissioner Velasquez and the ordinance changed in November 2021 after the memo from Mr. Keller, which was the old code.

After a lengthy discussion, the following was the roll call vote for the motion that was made.

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

9C. Town-Wide Stormwater Improvement Projects Update - Hector Gomez, Town Manager

For the Town Commission to evaluate and discuss.

A motion was made to have this item heard before Item 3 (Consent Agenda).

Town Manager Gomez introduced the item and spoke regarding the original stormwater pipes in Town.

Representative from Keith Engineering provided a presentation of the project and update.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Deborah Cimadevilla

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated this is an active project and provided his input.

Commissioner Velasquez stated that if it was not up for Commissioner Meischeid this would not have taken place and would like to do something about the flooding.

Vice Mayor Rose agrees that they reinvest into the Town and thanked Town Manager Gomez for his hard work and making this a Town-wide storm improvement project. He stated this will help with the flooding but there will still be water on the streets.

Mayor Danzinger provided his comments on the project.

Town Manager Gomez will move forward with the designs and requested a motion to allow to proceed with a design phase.

A motion was made by Commissioner Meischeid to move forward with the project and design phase, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.
Attachment A - Pumps and Pumps Influence Visual

9D. Commissioner Residency Affidavit - Vice Mayor Jeff Rose

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.

Vice Mayor Rose introduced the item and would like for all elected officials currently serving to sign an affidavit, which is also what Debbie Cimadevilla stated in one of the meetings. She would encourage Commissioner Velasquez and all the elected officials to sign the affidavit.

A motion was made by Vice Mayor Rose to have all the elected officials sign the affidavit, seconded by Commissioner Landsman.

Commissioner Landsman stated none of the elected officials should have an issue signing the affidavit if they do live in Town. He asked the Town Attorney how they can determine what is a permanent residency and how to prove it.

Town Attorney Arango has answered it before, and she stated it is a two-prong test

per Florida law, and she explained what those are.

Commissioner Meischeid stated this is obviously going after Commissioner Velasquez and wants nothing to do with it.

Commissioner Velasquez stated she does not understand how many times she has to explain that she lives here.

Vice Mayor Rose stated that she should sign the affidavit and clear her name. He stated that former mayor Charles Burkett and former commissioner Eliana Salzhauer could be aiding and abetting her in committing a crime.

A motion was made by Vice Mayor Rose to extend the meeting for 20 minutes at 1:30 a.m. (9/13/2023), seconded by Landsman. The motion carried with a 3-2 vote with Commissioner Meischeid and Commissioner Velasquez voting in opposition.

Mayor Danzinger agrees with Vice Mayor Rose and this is an existing law and stated that she should sign it if in fact she lives here. He stated that it would behoove the Commissioner to sign the affidavit.

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

Mayor Danzinger asked Town Attorney if this is a requirement or request.

Town Attorney Arango explained how it could be done but at the end of the day you cannot compel a commissioner to sign the affidavit.
Sworn Statement of Residency.pdf

9E. Citizens Presentation - Vice Mayor Jeff Rose

I propose to only allow a maximum of one (1) Citizens Presentation per year unless you have three (3) commission sponsors.

Vice Mayor Rose introduced the item and would like to put in place a process and procedure on the citizen's presentations in order to avoid abuse of this section of the code.

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

Commissioner Landsman asked if the Town Attorneys could look at this section of the code and come back with options.

Commissioner Meischeid stated she believes this takes away freedom of speech and does not see this being a problem.

Commissioner Velasquez stated this is hindering free speech and suppress residents from speaking.

Vice Mayor Rose stated there is a problem in the code and it needs to be fixed and what could be done with the Town Attorney. He stated he still wants citizens presentation but find a mechanism that will work and not be abused.

Mayor Danzinger thanked Vice Mayor Rose for bringing this forward and spoke regarding the rules and certain restrictions and here you have someone using this tool to be used as a political statement. He suggested having 3 people to approve the citizens presentation.

Town Attorney Arango stated it is a policy direction.

Vice Mayor Rose suggested having 3 people to support the presentation.

After a lengthy discussion on this matter, the following motion was made.

A motion was made by Vice Mayor Rose to have the Town Attorney to come back with some suggestions and for a commissioner to have 1 free on a subject matter and the second subject matter would need 3 votes, seconded by Commissioner Landsman. The motion carried with a 3-2 vote with Commissioner Velasquez and Commissioner Meischeid voting in opposition.

9F. Configuration of a Zoning District Overlay to Allow Office and Retail Uses on Select H40 Properties - Vice Mayor Jeff Rose

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.

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

9G. Optimizing Non-Critical Permitting Processes - Shlomo Danzinger, Mayor

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.

Mayor Danzinger introduced the item, and his recommendation is to follow the Florida Building Code and follow those fees and requirements.

A motion was made by Vice Mayor Rose to extend the meeting 5 minutes at 1:50 a.m. (9/13/2023), seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger continued introducing the item and providing samples.

A motion was made by Mayor Danzinger to raise the amount that is allowed to increase to $500.00, education for straight change outs, remove garage sales from permitting and put it as two times per year and put out education on items and allow child operated concession stand under supervision of the school, seconded by Vice

Mayor Rose. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to start the rest of the meetings starting with October 10, 2023 through March 2024 at 6:00 p.m., seconded Commissioner Landsman. The motion carried with a 5-0 vote.

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 1:55 a.m., (9/13/2023) 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 - Budget Hearing
MINUTES
September 27, 2023
5:01 PM
Commission Chambers

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

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

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

   Also Present: Town Attorney Lillian Arango, Town Attorney Tony Recio, Town Manager Hector Gomez, Finance Director Javier Collazo and Budget Officer Andria Meiri.

2. **Discussion Regarding Millage Rate and Budget**

3. **Public Comments**

4. **Final Millage Rate Adoption Resolution for FY 2024**

   4.A Final Millage Rate Adoption Resolution for FY 2024 - Hector Gomez, Town Manager

   The Town's Administration recommends approval of the resolution that would adopt the final millage rate for FY 2024.

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

   Town Manager Gomez introduced the item and provided the presentation which is the one consistent with the first budget hearing presentation with no changes. He stated this is the second final budget hearing authorizing the millage rate and explained the different meetings that took place. He continued with the presentation and the taxable value table.

   Mayor Danzinger opened the floor to public comments.

   There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman spoke regarding them as a commission are adopting a lower millage rate then the previous commission and there was again misinformation on next door. He stated the reason taxes are going up is because property values have gone up.

Commissioner Meischeid spoke regarding the different meetings they have attended regarding this and getting educated and is in agreement with the 4.1000 millage rate.

Commissioner Velasquez stated that she agrees with the lower millage rate and it is good to give back to our residents.

Vice Mayor Rose agrees with everyone but would have liked to have kept it the same as previously due to the undergrounding and other projects coming forward but will agree with the 4.1000 millage rate.

Mayor Danzinger stated that 4.100 millage rate is responsible and is in agreement with that rate.

A motion was made by Vice Mayor Rose to adopt the resolution with the final millage rate of 4.1000, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.
Resolution Adopting Final Millage Rate FY 2023-2024

5. Public Comments

6. FY 2024 Final Budget Adoption Resolution

6.A FY 2024 Final Budget Adoption Resolution - Hector Gomez, Town Manager

The Town's Administration recommends approval of the resolution that would adopt the FY 2024 budget.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

There were no public comments

Mayor Danzinger closed the floor to public comments.

There was no discussion among the commission.

A motion was made by Vice Mayor Rose to approve the resolution adopting the FY 2024 Final Budget, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Resolution Adopting Final Budget FY 2023-2024
Exhibit A - FY2024 Proposed Budget Summary 2024

7. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 5:13 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, MPA, MMC
Town Clerk

Town of Surfside
Special Town Commission - Quasi-Judicial Hearing
MINUTES
September 27, 2023
6:00 PM
Commission Chambers

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 6:06 p.m.

1.B Roll Call of Members

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

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

Also Present: Town Attorney Lillian Arango, Town Attorney Tony Recio, Town Manager Hector Gomez, Town Planner Judith Frankel, Consultant Town Planner Walter Keller and Building Official James McGuinness.

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Quasi-Judicial Hearing - Site Plan Application

Mayor Danzinger started with a statement and understands that this is a very emotional subject and asked everyone to abide by the rules of decorum and knows there was a rally earlier that took place.

Town Attorney Recio read his quasi-judicial statement: Today's Special meeting of the Town Commission is an in-person meeting as set forth in the Town Code Applications in Section 2.A on this evening's meeting agenda are quasi-judicial in nature. Following the presentations by staff and the applicant, the Board can ask questions then take public comment. Following public comment, the Board can ask additional questions and deliberate on the Resolution. The quasi-judicial procedures require the Town Commission to consider the evidence presented to it and base their decision on the applicable law and primarily on the evidence presented – whether by the applicant, staff, or members of the

public. In this case the applicable law includes the applicable criteria is set forth in Section 90-20 of the Code, and the design guidelines. The evidence considered must be "substantial competent evidence." This means testimony or other evidence based on personal observation, or relevant expert testimony that a reasonable mind would accept as adequate to support a conclusion. It is not a popularity contest; it cannot be based solely on non-expert opinions, no matter how fervent those opinions might be. Everyone who seeks to speak on an item will be given an opportunity to speak. If you intend to provide testimony as to any of the applications considered tonight, you will be sworn-in before your testimony is taken. Please know if you speak, you may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be considered in that context and given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to direct questions on their behalf to either staff or the applicant. At this time, anyone who wishes to speak should be sworn in. Madame Clerk, please administer the oath or affirmation.

Town Clerk McCready swore in all the speakers.

Town Attorney Recio asked Town Clerk McCready to please confirm compliance with the advertising and notice requirements for these hearings.

Town Clerk McCready confirmed noticing requirements were met.

Town Attorney Recio polled the members of the commission asking if any of them had any ex-parte communications with the applicant or any member of the public either for or against any of the applications to be heard tonight? If so, please state so for the record, who the communication was with and the nature of the communication. If any person spoke on behalf of an entity, such as an applicant, please state for the record who they said they were speaking on behalf of. Anyone speaking on another person or entity's behalf should be registered as a lobbyist unless excepted by the Code.

Commissioner Landsman stated that he had discussions with David Rodan, Martin Langesfeld, Pablo Langesfeld and attended a memorial committee meeting with some of the family members and Damac representatives present. He also stated that he has met with some of Damac representatives.

Commissioner Meischeid has had similar communications with members of the family of the victims, and direct meetings with FDOT and Miami Dade County.

Commissioner Velasquez stated that she does not remember that she has ever had to disclose speaking with family members.

Town Attorney Recio clarified that if they have had any communication with anyone then

they should disclose those conversations.

Commissioner Velasquez stated that she spoke with James Galvin (Damac Representative) and Jeff Rossely (Damac Representative) a couple of months ago and has not spoken to anyone else. She spoke with family members from the Champlain Tower South collapse.

Vice Mayor Rose spoke with Jeff Rossely (Damac Representative) and Darren (did not state last name) at the memorial committee meeting.

Mayor Danzinger spoke with Damac representatives and attended the Champlain Tower South memorial committee meeting.

Town Attorney Recio turned over the proceedings to the Mayor.

2.A 8777 Collins Avenue - New 12-story Multi-family Building - Hector Gomez, Town Manager

Town Administration Recommendation:

The applicant has applied for site plan review. Development review criteria for this type of project follow ***Sec 90-20(2)(a)*** of the Zoning Code as follows:

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

- In the event of redevelopment, the Applicant shall also submit a detailed plan for demolition.

Town Administration finds the project conforms to the Town's Comprehensive Plan in that the development of 52 dwelling units is less than the allowable density provided in the Comprehensive Plan, and is otherwise consistent with the allowable uses, development, policies, goals, and objectives of the Comprehensive Plan. Staff also finds the project generally complies with the Zoning Code since the buildings comply with the Town's height requirements, setback requirements, pervious area requirements, and other zoning regulations.

The project has minimal impacts on the environment and natural resources. The significant reduction in dwelling units from the former development (137 to 52 units) will lessen the water, sewer, solid waste and public education impacts. The developer is proposing to design the project to be LEED Silver certifiable and use best efforts to obtain LEED Silver or its equivalent certification within 12 months of issuance of the Certificate of Occupancy and maintain such certification thereafter.

Impacts to public roadway facilities and transportation are also decreased from the former development due to the decrease in units and the corresponding decrease in projected vehicles. Further, the proposed development divides passenger vehicle access and loading access. Passenger vehicle access is accommodated with the two proposed Collins Avenue driveway curb cuts, subject to FDOT approvals. The internal driveway provides for passenger and or vehicle drop-off for valet parking. The internal driveway connects to 2 underground parking levels. An on-site loading zone connects to the western portion of 88th Street. The loading zone has been located to limit impact to the Memorial Park planned for 88th Street while still providing a safe distance from Collins Avenue. FDOT will review the site plan at such time as a Town approved site plan is submitted to FDOT by the Applicant.

The exterior architecture of the project, featuring the design of a world-renowned architect, is compatible with the community character of the beachside portions of Surfside. The use of Glass Fiber Reinforced Concrete will provide an innovative curved design on the balconies which will match Surfside's beach sand color. The separation of the north and south portions of the buildings' design provides for light and air flow, which allows for the incorporation of the natural elements with the proposed design.

The Development Review Group (DRG) reviewed the Site Plan Application on August 9, 2023. The meeting was held in the Manny Crawford room at 2 PM. After discussion, Town staff were in agreement that the Plan's impacts were considered,

and the project should proceed to the Planning and Zoning Board.

The Planning and Zoning Board reviewed the site plan at their August 31 st meeting. The Applicant presented the proposed development. The Board heard public comments and discussed the proposal prior to voting 4-1 for recommending approval of the site plan.

Town administration recommends that the Town Commission approve the Applicant's Site Plan package subject to the resolution of the following comments:

- Secure FDOT approval of the curb cuts on Collins Avenue prior to building permit. The Town reserves the right to re-evaluate the site plan if the number, location, dimensions, or configuration of the curb cuts and driveway is altered based on FDOT review and approval. If any changes result in operational, traffic, infrastructure, or design impacts that are not considered in the site plan approval, the Town Manager may require the applicant seek a formal amendment of the site plan to be reviewed by the Town Commission after public hearing.
- The appropriate points of connection for water and sewer lines must be identified in cooperation with the Town to avoid any potential infrastructure conflicts. Sheet C-300 of the Civil Engineering Plans is based on the State and County records for water and sewer infrastructure within the right-of-way. The Town's Public Works Department will work with the Applicant to evaluate the existing infrastructure serving the site in order to determine if alternate connections or infrastructure modifications are warranted.
- Applicant shall provide landscaping and hardscape improvements on 88 th Street per Town approved drawings and specifications provided by the Town for the Memorial Park.
- Applicant shall comply with the location, timing and procedures for sanitation and recycling pickup at the Property, as required by the Town and/or other agencies with jurisdiction.
- Applicant to provide a hardpack and dune maintenance easement.
- Applicant to improve resiliency through modifications to dune system east of property in coordination with Town.
- Town reserves the right to provide for other conditions based upon further review.

Town of Surfside Building Official provided the following comments and/or requirements that must be addressed prior to submittal of a building permit application for the site:

- The (new) 8th version of the 2023 Florida Building Code(s) will become effective on January 1, 2024. All building permit applications accepted on or

after that date will be constructed under the 2023 FBC.

- The project shall be constructed in strict compliance with the Town of Surfside Ordinance 2022-1720 (codified in Sec. 14-104 of the Town Code) (a/k/a Construction Sites Ordinance).
- Sheet B Z-003.00 of the submitted project plans shows the southwest corner of the structure (buildable area) encroaching into the AE Flood Zone (Special Flood Hazard Area). This encroachment would prohibit construction of the building as currently proposed including but not limited to the use of underground parking in a wholly residential building. However, FEMA'S preliminary maps show this area, and the entire proposed structure as entirely in the X Zone (Not in the Special Flood Hazard Area). The State of Florida Floodplain Management is unable to provide an effective date for the preliminary maps at this time. As a result, the applicant has filed a Letter of Map Revision (LOMR) with FEMA to amend the current map in accordance with the Preliminary Map. In order for the project to be constructed as proposed, the applicant shall demonstrate that one of the following has occurred, in form and substance acceptable to the Town: (a) FEMA approval of the Letter of Map Revision filed by applicant; or (b) FEMA'S Preliminary Flood Map becomes effective confirming that the proposed structure is entirely in the X Zone, thereby permitting the underground parking for the residential building. Sheet B Z-003.00 should therefore be updated consistent with FEMA's adopted maps prior to building permit.

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

Town Manager Gomez introduced Town Planner Frankel.

Town Planner Frankel provided a background of this project and the requested changes and options that were presented in earlier meetings. She provided an overview of the language of the resolution relating to the closure of 88th Street.

Consultant Town Planner Keller provided an overview of the design characteristics of the proposed project.

Building Official McGuinness provided his staff recommendations.

Graham Penn, Bercow Radell, attorney representing the applicant provided an overview of the project and went over the presentation. He stated they are in agreement with all staff recommendations and conditions. He spoke regarding some changes made after the Planning and Zoning Board meeting. He turned over the presentation to Jeff Rossely from Damac.

Commissioner Velasquez asked why they are getting this information now and wants time to review the letter.

Mayor Danzinger asked Commissioner Velasquez to stop interrupting the meeting and speaker.

Mr. Penn introduced the substance of the letter he handed out to the commission.

Jeff Rossely, Damac representative provided the brief background of the Damac company and the project. He thanked the staff for their professionalism in working with them.

Mr. Penn introduced the remainder of the development team. He echoed the comments made by Mr. Rossely and understands the terrible event that took place on that property. He spoke regarding what the court and receiver determined for the process of obtaining that property. He continued with the presentation of the project.

Chris Lipin, architect for the project went over the design and architecture feature of the project.

Graham Penn finished the presentation and stated that they have been working on how far back they can push back the service area and provided a summary.

A motion was made by Vice Mayor Rose for a 10-minute recess at 7:40 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

The meeting resumed at 8:03 p.m.

Town Clerk called the roll with all members of the commission present.

Mayor Danzinger opened the floor to public comments and asked for the speakers to stay to their 3 minutes and be respectful. He stated that the comments should be directed to the Chair.

A motion was made by Commissioner Velasquez to allow David Rodan to speak for 15 minutes for his presentation, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

The following individuals from the public spoke:
David Rodan provided a presentation which was handed out to the commission.
Julie Low spoke regarding not hearing a report of the geological situation of the land and the reason why the building collapsed.

Mayor Danzinger asked for the Police Chief to remove Mr. Oliver Sanchez from the public for making middle fingers and shooting signs to the Mayor.

Mayor Danzinger asked for the Police Chief remove Mr. Acquario from the public for disrupting the meeting.

A motion was made by Commissioner Velasquez to allow Mr. Oliver Sanchez to stay in the room, seconded by Commissioner Meischeid. The motion died 2-3 with Mayor Danzinger, Vice Mayor Rose and Commissioner Landsman voting in opposition.

A motion was made by Vice Mayor Rose to take a 5-minute recess at 8:29 p.m., seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

The meeting resumed at 8:44 p.m.

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

Mayor Danzinger reminded everyone of the rules of decorum. Mayor Danzinger asked Commissioner Velasquez to apologize to Town staff for the way she is treating staff.

Commissioner Velasquez did not apologize to staff and stated that it was Assistant Town Clerk Herbello and Town Clerk McCready that interrupted her conversation with Town Attorney Arango and that staff need to know their place.

Mayor Danzinger stated that then Commissioner Velasquez will not apologize to staff.

A motion was made by Commissioner Velasquez to request the two individuals that were removed from the chambers (Mr. Oliver Sanchez and Mr. Ben Aquario) to come back in, seconded by Commissioner Meischeid.

Commissioner Landsman stated he did not see Mr. Sanchez do the gestures but if others did see it, he will not allow Mr. Sanchez to come back in but he will agree to allow Mr. Acquario to come back into the chambers.

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

A motion was made by Commissioner Velasquez to allow Mr. Acquario back in the room, seconded by Commissioner Meischeid. The motion carried with a 3-2 vote with Mayor Danzinger and Vice Mayor Rose voting in opposition.

Mayor Danzinger continued with public comments.

The following individuals from the public spoke:
Alysse Harris she read some statements of family members of victims of the collapse and not allowing the garbage pickup to be in the spot that it is currently planned.
Louisa Agresti read some statements of family members of victims of the collapse and spoke regarding the memorial and not allowing the garbage pickup to be in the spot that it is currently planned.
Alicia Boymelgreen spoke against the project.
Shmuly Ainsworth spoke regarding not forgetting what happened and what they are competing is with loading docks instead of a memorial. They are asking for a memorial.
Martin Langesfeld spoke against the project, and it is an embarrassment how these meetings are being held.
Lindsey Lecour stated she voted against the project only because of the location of the loading dock and does not support a loading dock on 88th Street and explained why.
Mauren Kaufman asked for the Town to honor the resolution for 88th Street.
Eloraine Jimenez read a statement of family members of victims of the collapse.
David Hequin spoke regarding the memorial.
Elise Harris spoke regarding the memorial.

Justin Simon spoke regarding the memorial.
Mary Henderson read a statement of a survivor of the collapse and family members of victims of the collapse.
Tina Paul spoke regarding properly memorialize those that lost their lives and spoke regarding the misinterpretation of the zoning code. She spoke regarding the loading zone.
Pablo Langesfeld spoke against putting the loading dock on 88th Street which would be on the memorial.
Eliana Salzhauer spoke regarding the comments made regarding the requirement from FDOT and the loading dock.
Horace Henderson spoke about the loading dock and the garbage pick-up location and that there be no construction on 88th Street. He read two letters of survivors that were not here.

A motion was made by Commissioner Velasquez to allow Mr. Henderson to finish reading the emails, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

Horace Henderson continued reading the emails.
Jeffrey Platt spoke against the project.
Maria Marquez spoke regarding the memorial.
Geraldo Vildostegui spoke against the project and negotiating with 8801 to see if they can purchase that to be able to have the entire section. He also spoke regarding 88th Street.
Marina Sarabia read emails of family members of victims of the collapse.
Eva Kaman spoke regarding the memorial.
Charlotte Al-Sahli spoke regarding the memorial.
Victoria Cordon spoke on behalf of the 98 victims that lost their lives.
Rita Arauz read emails of family members of victims of the collapse.
Chana Citron spoke regarding allowing all of 88th Street for a memorial.
Charles Burkett spoke regarding the essence of what is happening tonight, and nothing should be built next to the memorial that would be disrespectful.
David Karp asked if the project meets all the zoning requirements and is not approved to build what ramifications would they have and if they would be suing.
Randy Rose spoke regarding what took place and what the judge stated and the settlement. He spoke regarding a memorial off of 87th or 88th Street and did speak regarding vehicles existing on 88th Street and Collins and that is very dangerous.
Rita Specter spoke regarding coming together as a community and forge a path that will reflect the community.

A motion was made by Commissioner Velasquez to allow Mr. Acquario to speak, seconded by Commissioner Meischeid.

Mayor Danzinger closed the floor to public comments.

A motion was made by Vice Mayor Rose to have a 5-minute recess at 10:14 p.m.

The meeting resumed at 10:33 p.m.

Town Clerk McCready called the roll with all the members of the commission

present.

Mr. Penn touched on a couple of items that were discussed by the public including the trash pickup and loading zone and they have no problem not touching 88th Street with the trucks. He continued addressing the comments and suggestions made. He stated that he provided for the record a copy of the article by Commissioner Meischeid regarding the street ends and the September 12, 2023, resolution sponsored by Commissioner Velasquez admonishing the Planning and Zoning Board recommendation in the event they need it in the future.

Due to the constant back and forth among the commission, no minutes were able to be taken at this time.

Commissioner Landsman thanked everyone for their comments and thoughts. He read the following statement into the record: Thank you to everyone for sharing your thoughts and comments with us. This is not a typical Site Plan Quasi-Judicial hearing given the tragic event that happened on this site. 98 souls were lost when the Champlain Tower South collapsed on June 24th, 2021. Families were torn apart in a matter of minutes. Your pain is real and it will remain with you forever. This Commission, this Town and the world continues to grieve with you. The purpose of this hearing is to evaluate the proposed new building for this site. It is not intended to address the proposed memorial that will be built on 88th Street. But in reality, these 2 developments will forever be linked together. I do give credit to the previous Commission for creating a resolution to locate the memorial on 88th street. Their hearts were in the right place, but they didn't fully realize the legal and practical issues we now face as we move forward. I will continue to work to achieve some level of compromise if possible. At the end of this meeting, we will take a vote – Yes or No on the site plan. Some will agree and some will disagree with the outcome. I hope that we will continue to engage in dialog to get to the moment we can open the memorial to all of the families and our Surfside community.

A motion was made by Commissioner Landsman for discussion and for action to amend the resolution to state the following: approve stated that the Applicant shall prepare a revision to the site plan to relocate loading access and sanitary operations to the southwest portion of the property (to be accessed from Collins Avenue) in a manner that complies with the Town Code, subject to confirmation of compliance and approved by Town staff, and other applicable regulations, and shall present such revision to FDOT, and Miami-Dade County, to the extent their review is required. If FDOT, and Miami-Dade County, to the extent their review is required, grants an unconditional approval, the applicant shall incorporate the revision into the plans presented for building permit, and the Town shall recognize the plans as so amended. 88th Street shall be free of building service vehicles except for emergency vehicles. If FDOT does not grant an unconditional approval, applicant shall be relieved of this obligation and may proceed to building permit with the plans approved by this Resolution subject to all other conditions of the Resolution, seconded by Vice Mayor Rose.

Commissioner Meischeid stated she had discussion with FDOT, and they were open to suggestions, but it has to come from the developer, and they have to go to them first.

Commissioner Velasquez stated her troubling part is if they can't get FDOT approval they can build whatever they brought up today. She asked if he could add that if FDOT does not approve it that they have to come back to the Town.

Commissioner Landsman addressed the comments made by Commissioner Velasquez.

Commissioner Meischeid asked if they are putting it in the hands of FDOT and if they do not approve it the current proposal goes through.

Further discussion took place among the Commission regarding Commissioner Landsman's suggested new language.

Town Clerk McCready stated for the record that we cannot take minutes with 2 or more individuals speaking at the same time.

A motion was made by Commissioner Velasquez to take a 5-minute break at 11:03 p.m., seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

The meeting resumed at 11:06 p.m.

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

Commissioner Meischeid asked if she could continue her discussion and understands it now and she would be in favor of moving the loading dock to the Southwest corner but wishes he would take off the back side of the motion which stated leaving it in the hands of FDOT and you are leaving it in the hands of the developer to go to FDOT. She would be all for that but if that does not pass tonight, she has concerns with the actual plan as presented. She provided her suggestion and input on the presented site plan application.

Commissioner Velasquez liked the design and asked regarding BC 500 that they will be doing all their construction from 88th Street and that is unacceptable. It shows that is where they are bringing their trucks and she will agree if all the work will be done from Collins Avenue and not 88th Street and the $2.5 million should be in a form of a check and not in-kind contributions like pavers, etc. She does not want to allow the loading docks on 88th Street. She does not feel that this plan meets code. She suggested building the ramp on the other side. She stated the loading dock cannot stay on 88th Street.

Vice Mayor Rose thanked Commissioner Landsman for his motion and spoke regarding moving the loading dock. Since this is a quasi-judicial hearing, he stated the Town Planner and Town Attorney stated it does meet code and asked Commissioner Meischeid that she stated that it did not meet code and asked her what proof she has that it does not meet code.

Commissioner Meischeid stated that it does meet code and explained it.

Vice Mayor Rose stated it says building permit application and explained what the FEMA requirements would be and if FEMA stated if it does not meet the developer will put the requirements in place to meet the requirements. He read the following statement into the record: I want to thank everyone for taking the time to be here. I also want to thank residents and family members that have emailed me about the site. Although I was not able to respond to all of them, I read them and took your words into consideration. I know that this is not easy being here and having to talk about or listen to such a painful topic.

My job as a commissioner includes doing what is best for our town and all of our residents. My decision will be based on that tonight. Please understand that I have zero connections to this developer and anyone that says I am making a decision for the developer for personal gain has no factual basis to say such a thing – because there is none. Tonight is not about politics. While I cannot say the same for others, I have not and will not ever use the CTS tragedy for political purposes or gain. I can assure you that, if it were about politics, I would have already made up my mind to shut down this project and I would have sent out email blasts, gone on the evening news, and sent out nextdoor posts saying so because that may be perceived as being the "right" decision. But its about more than that. We have rules. We have a code. I am going to do my job and listen to everything that is presented tonight. But I cannot base a decision just on emotion. I want to be respectful of the families and the memorial that they deserve but I also want to be mindful of the legal process that we have in place. My concern is our ability as a town to deny this project if it does meet all legal requirements. My concern is legal ramifications if we do not make the proper decisions. The stakes are very high and we will be vulnerable to extensive legal damages if this is not done properly – could we lose the community center, park, and whatever other valuable assets our small town has? Could we be personally sued for being negligent in our duties? He asked Town Attorney Recio can you please let me know if there is any part of this application that does not meet Code?

Who owns 88th Street? Does Surfside self-regulate the street? Is it controlled by FDOT? So regardless of whether Surfside owns the street, we still need to comply with those rules and regulations of FDOT? What happens if we don't do so – are there ramifications? Would it be appropriate legally to make a resolution tonight to close off and gate 88thstreet by adopting a resolution tonight? If we did that, what would there be possible ramifications?

Have you been presented with any opinions or suggestions from anyone (commissioners, residents) regarding how this plan does not meet the code? Or how we could legally prevent this developer from moving forward with these plans that meet our current code? Have you heard anything tonight that would give us a legal and valid means to deny this application tonight? Are there any provisions of the code that grant the commission the discretion to vote no on an application that meets the code? Is there any part of the zoning code that requires the loading dock to be relocated?

Town Attorney Recio spoke regarding the different provisions and FEMA does have a condition that has to be corrected and stated 88th Street is a right of way which is

like an easement. He stated that 88th Street traffic control is under the jurisdiction of Miami Dade County. You have to comply with Miami Dade County for any changes.

Vice Mayor Rose asked if they got approval from FDOT for the 2021 resolution.

Town Attorney Recio stated they did not and proceeded to address Vice Mayor Rose's question. He addressed the other comments made by Vice Mayor Rose.

Commissioner Velasquez asked for clarification on the congruity of the development would that be a basis to deny.

Vice Mayor Rose asked if there are any part of the zoning code that requires where the loading dock has to be located.

Town Attorney Recio stated there is no part of the zoning code that requires where the loading dock as to be located other than on private property.

Vice Mayor Rose addressed a comment made by Mr. Vildostegui.

Town Manager Gomez addressed the comment made by the Commission.

Vice Mayor Rose brought up page 9 of the developer's presentation and pointed out that with the site plan there will always be an area used and everyone is looking at the loading dock and not looking at the pool and jacuzzi from the Solera and where it is located.

Mayor Danzinger thanked everyone for their comments and thanked Commissioner Landsman for his motion and spoke regarding the sanitation and trash pickup.

Commissioner Landsman would like to add to the motion to restrict the construction trucks on Collins Avenue with protection, if it can be done by Town code and the right authority, entering and exiting via Collins, hold the developer accountable for a viable solution that is approvable, submit a plan to show the movement of the loading docks and the redesign, any communication, permitting approval or denial by FDOT be public records so they can see FDOT's determination.

Vice Mayor Rose agrees as the seconded of the original motion.

Town Manager Gomez stated correct.

Commissioner Meischeid spoke regarding the misrepresentation at the Planning and Zoning Board Meeting and asked if it is only one shot.

Commissioner Landsman stated what the requirements would be as it pertains to the Town and FDOT.

No minutes were able to be taken due to the back and forth among the commission.

A motion was made by Vice Mayor Rose to end debate, seconded by Mayor Danzinger. The motion carried with a 3-2 vote with Commissioner Meischeid and

Commissioner Velasquez voting in opposition.

Town Attorney Recio read the motion into the record that the Applicant shall prepare a revision to the site plan to relocate loading access and sanitary operations to the southwest portion of the property (to be accessed from Collins Avenue) in a manner that complies with the Town Code, subject to confirmation of compliance and approval by Town staff, and other applicable regulations, and shall present such revision to FDOT, and Miami-Dade County (to the extent their review is required), with submittal of Town-approved plan confirmed and verified by the Town. Town shall be copied on all communications and any decision on the application confirmed by Town. If FDOT, and Miami-Dade County (to the extent their review is required), grants a non-conditioned approval, the applicant shall incorporate the revision into the plans presented for building permit, and the Town shall recognize the plans as so amended. If FDOT and Miami-Dade County (to the extent their review is required) do not grant a non-conditioned approval, as verified by Town, applicant shall be relieved of this obligation and may proceed to building permit with the plans approved by this Resolution subject to all other conditions of the Resolution. 88th Street shall be maintained free of building access and services, except for emergency and utility services. Construction vehicle access shall be solely from Collins Ave, subject to obtaining all applicable regulatory approvals to do so.

The motion as amended carried with a 3-2 vote with Commissioner Meischeid and Commissioner Velasquez voting in opposition.

Attachment A: Location Figure 1 and Zoning Table

Attachment B: Letter from Applicant-Sanitation Plan

Attachment C: Comment Responses

8777 Collins Avenue Agenda Packet

Site Plan Resolution - 8777 Collins Avenue

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 11:53 p.m., seconded by Mayor Danzinger. 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
Tourist Board
MINUTES
August 7, 2023
5:30 PM
Town Commission Chambers

1. **Call to Order/Roll Call**
   Chair Tourgeman called the meeting to order at 5:31 p.m.

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

   Present: Chair Eli Tourgeman, Vice Chair Ben Jacobson and Board Member David Karp.

   Absent: Board Member Diana Gonzalez and Board Member Ezequiel Singer.

   Also Present: Town Manager Hector Gomez, Town Attorney Daniella Cimo and Commission Liaison Mayor Shlomo Danzinger.

2. **Agenda and Order of Business**
   Chair Tourgeman would like to have a motion to defer items 6C (Surfside Art Market, Festival and Event Update), 6E (Collins Avenue Monument Sign, Updated Proposal), 6F (Special Events Consultant Update), 6G (Surfside Letters Installation Update) and 6H (Food Trucks Event).

   A motion was made by Vice Chair Jacobson to defer items 6C (Surfside Art Market, Festival and Event Update), 6E (Collins Avenue Monument Sign, Updated Proposal), 6F (Special Events Consultant Update), 6G (Surfside Letters Installation Update) and 6H (Food Trucks Event), seconded by Chair Tourgeman. The motion carried with a 3-0 vote.

3. **Town Commission Liaison Report**
   Mayor Danzinger was absent therefore there was no Commission Liaison Report.

4. **Approval of Minutes**

   4.A July 10, 2023 Tourist Board Meeting Minutes - Evelyn Herbello, Deputy Town Clerk

   A motion was made by Vice Chair Jacobson to approve the July 10, 2023 Tourist

Board Meeting Minutes, seconded by Chair Tourgeman. The motion carried with a 3-0 vote.
July 10, 2023 Tourist Board Meeting Minutes.pdf

5. Resort Tax Collection and Vacancies Report

5.A August Vacancies and Resort Tax Report - Frank Trigueros, Communications and Tourist Director

Communications and Tourism Director Frank Trigueros provided the August Vacancies and Resort Tax Report, an update and overview of the item. He provided the numbers comparing to 2019 and they are down 16% in food and beverage and 14% in the accommodation side.

Vice Chair Jacobson asked for an update on the report at the next meeting.
August Vacancies and Resort Tax Report.pdf

6. Discussion Items and Action Items

6.A Surfcastle Royale Event Recap - ACT Productions - Frank Trigueros, Communications and Tourism Director

Barbara Goigochea, ACT Productions, provided a presentation and recap of the Surfcastle Royale 2023.

Vice Chair Jacobson stated it was a great upscale event from beginning to end.

Board Member Karp stated it was a great event and all the food items were amazing. He suggested having more contests in between.

Ms. Goigochea addressed the comments made and she usually has these events more for adults than children, but they were able to team them together.

Board Member Karp asked to possibly supply more digging tools. He suggested a kosher corn dog, but she did address everything perfectly.

Ms. Goigochea stated that they did supply more digging tools as more children showed up.

Vice Chair Jacobson suggested Ms. Goigochea to come up with some different ideas for events.

Chair Tourgeman suggested Ms. Goigochea meet with Communications and Tourism Director Trigueros to come up with some other event ideas.

Chair Tourgeman stated that in the past they would always have the Tourism Director to attend the events from beginning to end to make sure the vendors comply with what they are supposed to do and that has not been done. He would like that to take place in order to avoid any of the problems.

Board Member Karp also agrees with that and provided examples of what he encountered at this past event.

Town Manager Gomez stated they do not need a vote for that and he will make sure that will be addressed and make sure staff will be more responsive to that matters and make sure the vendors stick to their contract obligations.
Recap Surfcastle Royale Event

6.B August 6 Summer Sundays with Festival & Event, Inc. Recap - Mario Pi, Festival & Event, Inc. - Frank Trigueros, Communications and Tourism Director

Mario Pi, Festival & Event, Inc. provided an update of the event and understands the miscommunication with his vendor regarding the styrofoam and they are addressing that issue.

Chair Tourgeman asked if he was aware of the requirements.

Mr. Pi addressed the comments made by Chair Tourgeman as it pertains to the issue with the styrofoam.

Chair Tourgeman stated that he will never allow him to be a vendor with this Town and this is a huge mistake.

Mr. Pi stated that everyone makes mistakes and stated that his reputation and his company looks terrible. He believes it is the wrong decision and would request the Chair to reconsider. He stated that the other issue they encountered was that they had no kosher food. He also addressed the issue of not having enough water and running out of water at the event.

Vice Chair Jacobson would like to say a couple of words before public comments.

Chair Tourgeman opened the floor to public comments.

The following individuals from the public spoke:
Eliana Salzhauer apologized to the vendor and would like to say she was at yesterday's event and made everyone aware of the styrofoam issue.
George Kousoulas stated the issues presented at the event.

Chair Tourgeman closed the floor to public comments.

Vice Chair Jacobson stated you have to work with people that understand the community and style. He addressed the issue with the styrofoam and it should have never been there. He is not in favor of plastics on the beach and wants to protect the environment. He stated this event had so many failings across the board. He stated that when an event is run with a new vendor, staff should be hand walking the vendor. He stated there was a massive line to get food when that has never happened before. He also spoke regarding an activation that never took place. He also spoke regarding not having kosher food. He spoke regarding carts on the beach. He stated there was a culmination of many issues and it wasn't the right flavor for our neighborhood. He stated he never asked for bottled water but a

hydration station. He was very disappointed. He said at this point this vendor does not have the right vibe and looking in retrospect they acted too hastily with Sara Liss and all her events the vibe and feeling was there. He stated that their fault was that they did not work with her to fix the issues they saw. He would like to reinstate Sara Liss and go through the items to give her the chance to work on them for the upcoming events with Sara Liss. He suggested having a checklist to make sure the vendors are abiding by the rules.

Board Member Karp stated he was not aware of many things. He stated he was there from 4:30 p.m. on and was having a good time and the people coming up to him about the party. He did see a huge line, but people did not get out of it and the spread of food was beautiful. He had friends that really enjoyed the food and atmosphere, and the kids loved the face painting. He spoke regarding a check list and what transpired at the event. He was sad about not having kosher food. He would like to recommend a check list from Communications and Tourism Director Trigueros for all vendors.

Chair Tourgeman made his statements during the presentation and unfortunately, he was not at the event but if he was at the event, this would not have happened. He stated that nine years ago he made it a point not to allow styrofoam in Town. He stated it doesn't matter what religion you are, you should know what kosher is and by saying that he does not know what kosher was, it leaves a lot to be desired. He does not appreciate the chastisement from certain members of the public without knowing the reasoning behind their decision. He stated that lately this Town has had the pleasure of murdering everyone without having facts. He stated it is about time to take ownership and stop belittling the Board.

Vice Chair Jacobson stated that he would like to reinstate Sara Liss but would like to go over some of their concerns in order to have it rectified.

A motion was made by Vice Chair Jacobson to reinstate Sara Liss' contract for the upcoming September 6, 2023 event, seconded by Chair Tourgeman. The motion carried with a 3-0 vote.

Town Attorney Cimo stated that they need to make a motion to recommend to the Town Manager to terminate the contract with Mr. Mario Pi.

A motion was made by Chair Tourgeman to recommend that the Town Manager terminate the contract with Festival & Event, Inc., seconded by Vice Chair Jacobson. The motion carried with a 3-0 vote.

Sara Liss thanks the Board with the vote of confidence and did not anticipate another event because they were clear on the cancellation. She stated that she will not be able to come back to do a single event. She makes plans for multiple events and not a la carte events. She stated if she will move forward with the Board she will need a commitment with more beach events than what was given to her in the past. She stated that this is a great opportunity for a reset and spoke regarding the budget and have the budget consistent in levels.

Vice Chair Jacobson asked how many events is she looking for the Board to give

her.

Sara Liss would like to do 3 more events.

Vice Chair Jacobson asked if she would like to do September, October and November. He spoke regarding music on the beach and why it is shorter.

Ms. Liss stated the problem comes with what is expected from the vendor. She suggested 1 hour.

Chair Tourgeman stated that he would like her to continue with one event and for the future have the full board present. He understands that if she can fulfill it they will honor that. He stated for future events they need to have a full Board.

Ms. Liss stated the way that this Board is handling vendors she cannot move forward with only 1 event.

Chair Tourgeman cannot move forward with only 1 event and the door has been opened and if she cannot honor their request, that is fine.

Vice Chair Jacobson understands it takes some time to put the events together and if she could put this one event together then she will have a good foothold for the future events once the entire board is present.

Chair Tourgeman stated he is surprised that the issues they had with Ms. Liss with the water situation she did not rectify it.

Ms. Liss stated that the water situation was addressed and corrected.

Communications and Tourism Director Trigueros stated that it was corrected.

Chair Tourgeman stated that they will discuss this further at the next meeting and see if she will be in agreement with continuing to work with the Board.

6.C Surfside Art Market, Festival and Event Update - Chair Eli Tourgeman - Chair Eli Tourgeman

Item deferred to the September 11, 2023 meeting.

6.D Promotional Items Budget - Frank Trigueros, Communications and Tourism Director - Frank Trigueros, Communications and Tourism Director

Communications and Tourism Director Trigueros went over the promotional items budget and the events that have been added. He spoke regarding the t-shirts for sale and that purchase created a deficit. He stated they are looking at $10,000 to replenish that budget in order to purchase the additional promotional items.

Chair Tourgeman opened the floor to public comments.

The following individuals from the public spoke.

Eliana Salzhauer spoke regarding the promotional items and some they are still using until this day. She stated that the cooler that was given out recently did not last. She suggested using a different company and not be in haste to purchase the items and by doing that you are diluting the quality.
George Kousoulas echoed Ms. Salzhauer's comments and quality over quantity. He provided examples.

Chair Tourgeman closed the floor to public comments.

Board Member Karp asked Communications and Tourism Director Trigueros if they are over the budget for the giveaway items.

Communications and Tourism Director Trigueros stated that they are in the deficit $7,500 and the additional $2,500 requested is to get through the rest of the events.

Board Member Karp stated he understands that people like the giveaways and how many to give out.

Vice Chair Jacobson asked who has been doing the promotional items.

Communications and Tourism Director Trigueros stated that they pick what type of promotional items to give away and they look at what they can give away that they have not given away before while staying environmentally friendly.

Vice Chair Jacobson spoke regarding what they need, and quality is better than quantity and suggested bringing samples to see them before being ordered and see what is more popular.

Chair Tourgeman agrees that for promotional items the Board should have a say in it and quantity over quality is very important.

Communications and Tourism Director Trigueros stated that they can make the promotional items as part of the recap so they can give their suggestions.

Town Manager Gomez asked if they would like a list of different options and place it as a discussion item and have them pre-pick them and take advantage of buying in bulk selectively through maybe one company with different quality options.

A motion was made by Vice Chair Jacobson to approve an additional $12,500 to replenish the account towards promotional items coming out of the discretionary funds, seconded by Chair Tourgeman. The motion carried with a 3-0 vote.

6.E Collins Avenue Monument Sign, Updated Proposal - Chair Eli Tourgeman - Chair Eli Tourgeman

Item deferred to the September 11, 2023 meeting.
Attachment A - Don Bell Updated Surfside Deck.pdf
Attachment B - Collins Avenue Mock Ups
Attachment C - Monument Sign Don Bell Quote

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

Item deferred to the September 11, 2023 meeting.

6.G Surfside Letters Installation Update - Hector Gomez, Town Manager - Hector Gomez, Town Manager

Item deferred to the September 11, 2023 meeting.

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

Item deferred to the September 11, 2023 meeting.

6.I Harding Avenue Storefront Lighting and Walkability - Chair Eli Tourgeman - Chair Eli Tourgeman

Chair Tourgeman provided a summary of the item and stated that in the past when stores would close, Harding Avenue would go black. He stated that they would light up the window area and about 98% complied. He suggested possibly looking to see which storefronts are not lit up at night and approach them and entice them to do so.

Board Member Karp asked if this would also be all stores.

Chair Tourgeman stated all stores because it invites walkability.

Board Member Karp asked if the stores that are empty are responsible to do the same.

Chair Tourgeman stated the stores that are empty, the windows are covered. He stated this is a recommendation from this Board to encourage the operators of the stores to not go dark at night.

Chair Tourgeman opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas stated he agrees 100% with that and it is important for walkability and car traffic. He suggested adding that into the code.

Chair Tourgeman closed the floor to public comments.

Board Member Karp agrees with the Chair and Mr. Kousoulas. He stated it might be stronger coming from the Commission.

Further discussion took place among the Board regarding the item. Some of the stores would complain about the electricity bill if they would do so but now there are LED lights and there should not be an excuse. Suggestion regarding possibly making it part of the code and suggesting for the Commission to make an ordinance as it relates to that.

Town Manager Gomez stated he understands what the intent is and the positivity of having lights at night. He stated they would send them a recommendation from the Tourist Board and further have a discussion before the Town Commission in September to see if they want to move forward with an ordinance.

Chair Tourgeman stated it is not a volume of stores it is only a few that they are speaking about.

Town Manager Gomez stated that some of the stores have not changed their frontage and provided suggestions.

A motion was made by Vice Chair Jacobson as it pertains to walkability and lighting to send out a notice on behalf of the Tourist Board to all the stores to light up their stores windows at night and to recommend to the Town Commission to turn this into an actual ordinance, seconded by Chair Tourgeman. The motion carried with a 3-0 vote.

7. **Public Comments**

Chair Tourgeman opened the floor to public comments.

The following individual from the public spoke:
George Kousolas spoke regarding store front lighting and display.

Chair Tourgeman closed the floor to public comments.

Chair Tourgeman wanted to apologize that he did not recognize Commissioner Meischeid who was present during the entirety of this meeting.

8. **Board Member Comments**

Chair Tourgeman stated it has been a very productive meeting.

Board Member Karp asked regarding the bid folders they received.

Chair Tourgeman explained to Board Member Karp that those are the bids for the Special Events Consultant and an RFP was sent out and those are the bids that were received. He explained what that position would entail. He stated he postponed the discussion on that because he would like to have the full board present.

Vice Chair Jacobson explained in detail what the RFP was and the specifics of this position. He stated that Board Member Karp needs to read the two bid proposals in order to be ready to discuss at the next meeting.

Town Attorney Cimo made it clear that there is a cone of silence in place and explained what that entails.

Chair Tourgeman wanted to bring to the attention of the Board a request he had made previously which is that he wanted them to send out a letter to the store owners, operators and a survey.

Town Manager Gomez stated that they are finalizing it and will be ready to be released and ear marked for September.

Chair Tourgeman would like to include that they could email their suggestions and if the activities they are doing is bringing business to their stores. He also would like to have a media connection update on tying their activities with the news channels. He also spoke regarding having A Taste of Surfside on the next agenda.

Communications and Tourism Director Trigueros stated that he has spoken with Alan Andai regarding A Taste of Surfside for a fall date.

Town Manager Gomez stated that the next meeting is the last meeting of the fiscal year and anything funded for A Taste of Surfside will come from the new fiscal year.

Vice Chair Jacobson asked regarding the update of the ADA roll out of the beach mats.

Town Manager Gomez addressed the comments made and some have asked if they could enter into a payment plan and he provided the condominiums that have responded.

9. Next Meeting

9.A Next Meeting Date: September 11, 2023 at 5: 30 p.m. - Evelyn Herbello, Deputy Town Clerk

Deputy Town Clerk Herbello advised the Board Members that the date of the next meeting will be September 11, 2023 since the original meeting date of September 4, 2023 falls on a holiday.

Consensus was reached by the Board Members to hold the meeting on September 11, 2023.

10. Adjournment

There being no further business to discuss before the Board, a motion was made by Vice Chair Jacobson to adjourn the meeting at 7:26 p.m., seconded by Board Member Karp. The motion carried with a 3-0 vote.

Accepted this 11th day of September, 2023.

Eli Tourgeman, Chair

Attest:

Evelyn Herbello, CMC
Deputy Town Clerk

Town of Surfside
Parks and Recreation Committee
MINUTES
August 21, 2023
5:30 PM
Town Hall, 2nd Floor, Manny Crawford Conference Room

1. **Call to Order/Roll Call**
   Chair Logan called the meeting to order at 5:33 p.m.

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

   Present: Chair Retta Logan, Vice Chair Frank MacBride, Committee Member Marta Olchyk, and Committee Member Becky Manuel.

   Absent: Committee Member Christopher Cook during roll call but arrived at 5:51 p.m.

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

2. **Agenda and Order of Business**
   Parks and Recreation Director Milian asked to walk on an item naming Committee Member Olchyk as the Liaison for the new Senior Program to be heard before Item 5A (96th Street Park Project Update).

3. **Commission Liaison Report**
   Commission Liaison Vice Mayor Rose provided his Commission Liaison Report.

4. **Approval of Minutes**

   4.A **June 12, 2023 Parks and Recreation Committee Meeting Minutes** - Evelyn Herbello, Deputy Town Clerk

   A motion was made by Committee Member Manuel to approve the June 12, 2023 Parks and Recreation Committee Meeting Minutes, seconded by Vice Chair MacBride. The motion carried with a 4-0 vote.
   June 12, 2023 Parks and Recreation Committee Meeting Minutes.pdf

5. **Discussion Items**

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

Parks and Recreation Director Milian provided an update on the project. He stated they missed some days due to weather but are working on some Saturdays with Town approval. He spoke regarding the first and second pour. He stated the equipment is on order already and gave a status on the different equipment and projected date is March 2024.

Vice Chair MacBride asked if the Bal Harbour new park has a kayak launch.

Parks and Recreation Director Milian stated they do have a boat dock but not sure about a kayak launch.

Chair Logan asked regarding the insurance increases and is that budgeted for the new building and tennis center. She suggested that they look at the increases in insurance rates to make sure it is budgeted for in future budgets.

Vice Mayor Rose stated he will ask. He addressed the comments made.

Parks and Recreation Director Milian stated our facilities are different but agrees to take a look at that as well. He spoke regarding the programs Bal Harbour has.

5.B Tennis Center/Recreation Center Project Update - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided an update on the project. He stated it is in the design phase and they have a meeting on Wednesday, August 23, 2023 and he will keep the Committee updated.

Chair Logan asked regarding the budgeting for that.

Town Manager Gomez stated it is being budgeted through Tourist Funds.

Vice Chair MacBride asked regarding the funding. He stated he brings this up because he has had conversations with some residents and the park, space and gym is needed.

Town Manager Gomez explained the funding for the design phase. He also suggested a tour of the park.

Discussion took place among the Committee Members and staff regarding the facilities coming up as well as the different events that can take place at the new facilities.

Chair Logan suggested setting up as part of the agenda the 96th Street Park tour.

Parks and Recreation Director Milian suggested putting that tour on the September agenda.

Committee Member Manuel asked why the community center was sent out as a

referendum and if this also has to be put on a referendum.

Vice Mayor Rose stated you have to go out to referendum when you borrow money.

Town Manager Gomez stated that the Town is paying for the project and not borrowing money.

Committee Member Olchyk was on the Commission during that time and provided an overview of what took place.

5.C Resident Board/Kayak Rack at Community Center (and then in the future at 96th Street Park) - Committee Member Christopher Cook

To seek approval from the Committee to recommend to the Town Commission to approve a resident board/kayak rack at the Community Center and then once the 96th Street Park is complete at the new 96th Street Park.

Committee Member Cook introduced the item and apologized for being late. He spoke regarding some of the street ends having rocks and not being able to launch their kayaks. He spoke regarding having racks somewhere at the Community Center to have some of the racks to accommodate the resident's kayaks.

Discussion among the Committee Members and staff regarding the racks, liability, security and possible theft of the kayaks and limited space on the green area at the Community Center.

5.D Summer Camp Recap - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided an update on the project. He stated they ran four 2 week sessions and had an extended camp, their numbers ranged from 45-60. He spoke regarding the adjustments made in the past 3 years.

Vice Chair MacBride asked if they received positive feedback.

Parks and Recreation Director Milian stated they had a great feedback and stated that they had a great turnout with the junior lifeguard program. He spoke regarding the YMCA and they are happy with the facility as well and are fully staffed.

Discussion among the Committee Members and staff took place regarding the staffing of the YMCA and the success of the afterschool program.

5.E Fall Program Update - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided an update on the project. He spoke regarding a once a month interactive program at Hawthorne Tot Lot for the tots. He stated it is a variation with more interactive activities. He stated the Teen Theme is coming back and provided an overview of that program. He spoke regarding the Senior Program and Teen Program that can work in conjunction with the Senior Program.

Vice Chair MacBride suggested that for high school students they can use that for community service hours.

Parks and Recreation Director Milian stated that they do offer community service hours for the high school teens and stated some of the projects they have done in the past.

Vice Chair MacBride asked Parks and Recreation Director Milian regarding the text he sent regarding the concern of a parent that their son was the only boy in the group.

Parks and Recreation Director Milian addressed that comment and it was the first day of the program.

5.F Fourth of July Recap - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided an update on the project. He stated that they ran out of giveaways quickly and will look at a way of providing the giveaways in a more affective way to not run out of them.

Committee Member Olchyk asked regarding the cost of the food and she received some complaints that the food was expensive.

Parks and Recreation Director Milian stated he can address it for next year.

Vice Chair MacBride stated that in the past the Lion's Club was more reasonable in price.

Chair Logan stated that it is a hard sell because that event is probably the biggest selling day for the concession stand.

Parks and Recreation Director Milian thanked Chair Logan and her son for volunteering and working the event.

Parks and Recreation Director Milian spoke regarding the other agencies that assisted in the event.

5.G After School Update - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided an update on the project. He stated they have 25 kids registered and spoke regarding the increase in enrollment and the YMCA is doing a great job. They are catering to necessity and parents will need the program and it will get up and running.

5.H Potential Partnership with an Environmental Organization - Committee Member Christopher Cook - Committee Member Christopher Cook

Possible partnership with an environmental organization, like Plastic Fisherman.

Committee Member Cook introduced the item. He stated that there are not enough

trash cans at the street ends and always sees trash in the waters and suggested having a partnership with Plastic Fisherman or have a grabber or net to fish out the bottles and plastic bags from the water.

Parks and Recreation Director Milian stated that he spoke with Committee Member Cook and he has already reached out to Ricardo from Plastic Fisherman and believes this is a program you can have the Teen Program involved.

Chair Logan stated that she remembers Ricardo speaking about that and there aren't enough trash cans at the street ends and understands that you might have food and things that critters and racoons get into the trash cans and make more of a mess.

Town Manager Gomez addressed the comments and stated there was a delay receiving the trash cans but they did receive them and they will be delivering them at the street ends and provided the cons of the trash cans which are the rodents. He stated they will be placed closer to the street and they will also have new stop signs.

Discussion continued among the Committee Members and staff regarding possibly branding the new trash cans.

Vice Chair MacBride commented on the heat the Public Works employees and suggested giving them some incentives.

Town Manager Gomez stated that they are being given unlimited breaks. He stated that they will be getting the Town's own street sweeper next week.

5.I) Naming Committee Member Olchyk as the Liaison for the Senior Program

Parks and Recreation Director Milian asked to walk on an item naming Committee Member Olchyk as the Liaison for the new Senior Program. He provided an overview of the program and thanked Committee Member Olchyk for all her help and service.

Committee Members congratulated Committee Member Olchyk.

6. Public Comments

Chair Logan opened the floor to public comments.

There were no public speakers.

Chair Logan closed the floor to public comments.

Committee Member Olchyk complimented and thanked Town Manager Gomez and she has dealt with many Town Manager's and he is one that you call and he will answer and take care of the situation and issue.

Town Manager Gomez thanked her and it is a team effort.

Vice Chair MacBride asked regarding naming either the facility or a room in the facility after "Coach".

Parks and Recreation Director Milian stated that discussion is in place to be able to have that done.

Discussion took place among the Committee Members regarding "Coach" and his work in the community and working on the process and policy on having that done.

Committee Member Cook spoke regarding the landscaping noise with the leaf blowers and possibly coming up with a schedule so they do not hear daily that noise.

7. Next Meeting Date

7.A Next Meeting: September 18, 2023 at 5:30 p.m. at Town Hall, 2nd Floor, Manny Crawford Conference Room - Deputy Town Clerk Evelyn Herbello

Deputy Town Clerk Herbello advised the Committee Members of the next meeting date of September 18, 2023 at 5:30 p.m. being held at Town Hall, 2nd Floor in the Manny Crawford Conference Room.

Consensus was held to hold the meeting on September 18, 2023 at 5:30 p.m.

Town Manager Gomez suggested to have the October 16th meeting at the construction trailer at the 96th Street Park and have a tour for the Committee Members.

8. Adjournment

There being no further business to discuss before the Committee, a motion was made by Committee Member Manuel to adjourn the meeting at 6:43 p.m., seconded by Chair Logan. The motion carried with a 5-0 vote.

Accepted this 18 day of Sept., 2023.

Retta Logan, Chair

Attest:

Evelyn Herbello
Deputy Town Clerk

MEMORANDUM

ITEM NO. 3C.

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

From: Hector Gomez, Town Manager

Date: October 10, 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.

Resolution Approving Grant from FDOC Downtown Alleyway Surfside Project

Exhibit A - Agreement with the FDOC.pdf

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, the Town of Surfside ("Town") has been awarded a grant by the Florida Department of Commerce ("FDOC") in the amount of $750,000 for the Downtown Alleyway Surfside Project (the "Project"); and

WHEREAS, the Project is estimated to cost approximately $1,100,000 and will 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; and

WHEREAS, it is anticipated that the remainder of the Project costs are to be funded through a $350,000 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. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Grant Agreement, and 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 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

DocuSign Envelope ID: 9B9B9A3C-3CC0-4C28-832A-728C89BD5F8E

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

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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

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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 Grantees 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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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
	prograntsurfsidefl.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

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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]

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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	_____	**By**	_____
	Signature		Signature
	_____		_____
	J. Alex Kelly		**Hector Gomez**
Title	**Secretary**	**Title**	**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: _____

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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.

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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	At a minimum, Grantee shall complete one (1) task as specified in Section B.1. As evidence of completion, the Grantee shall submit to COMMERCE's Agreement Manager the following: 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.	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	Failure to perform the Minimum Level of Service shall result in non-payment. Commerce shall withhold 10% of the total Agreement amount until Grantee provides proof to Commerce, and Commerce accepts that the Project is 100% complete.

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	evidenced by submission of an invoice package in accordance with this Agreement and Section F below and the following: 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.	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.
		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

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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. 288.0656(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.

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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.

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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.

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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:

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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

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.

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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

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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: $0.00

MBE Percentage

DV Participation Amount: $0.00

DV Percentage

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. 3D.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **FY 2024 Budget Amendment Resolution No. 1**

Town Administration recommends approval of Budget Amendment Resolution Number 1

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 2024 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 2024 actual revenues and expenditures and recommends a change to the FY 2024 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate $1,347,450 of current year reserves for transfer a to the Capital Projects Fund for the Utilities undergrounding project additional needs of $1,347,450.

2. Appropriate $423,000 of current year reserves for a transfer to the Capital Projects Fund for the 96th Street Park Reconstruction for Change Orders Nos. 3 and 4 ($273,000), and project contingency ($150,000).

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).

2. Record a transfer of $423,000 from the General Fund and appropriate those funds for the 96th Street Park Reconstruction project for Change Orders Nos. 3 and 4 ($273,000), and project contingency ($150,000).

Resolution Approving Budget Amendment No. 1 for FY 2024

Attachment A - FY2024 Budget Amendment No. 1

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2024 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2023, the Town of Surfside (the "Town") Commission adopted Resolution No. 2023-3028 approving the budget for Fiscal Year 2024 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. 1. The Town Commission approves the 2024 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 10th day of October, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	____
Commissioner Marianne Meischeid	____
Commissioner Nelly Velasquez	____
Vice Mayor Jeff Rose	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A

Fiscal Year 2023/2024 10/10/2023
BA No. 1
Fund Nos. 001 General Fund
301 Capital Projects Fund

Account Number		Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND							
EXPENDITURES							
001-7900-590-99-10		Return to Reserves	Transfer to Capital Improvement Projects Fund for Utilities Undergrounding project additional needs	$ 3,635,308		$ 1,347,450	$ 2,287,858
001-7900-581-91-30		Transfers Out-Capital Projects Fund		$ 565,000	$ 1,347,450		$ 1,912,450
001-7900-590-99-10		Return to Reserves	Transfer to Capital Improvement Projects Fund for 96th Street Park project additional needs	$ 2,287,858		$ 423,000	$ 1,864,858
001-7900-581-91-30		Transfers Out-Capital Projects Fund		$ 1,912,450	$ 423,000		$ 2,335,450
		GENERAL FUND EXPENDITURES			**$ 1,770,450**	**$ 1,770,450**	

CAPITAL PROJECTS FUND							
REVENUES							
301-590-381-01-00		Transfers In-General Fund	Transfer from General Fund for Utilities Undergrounding Project	$ 565,000	$ 1,347,450		$ 1,912,450
301-590-381-01-00		Transfers In-General Fund	Transfer from General Fund for 96th Street Park Project	$ 1,912,450	$ 423,000		$ 2,335,450
TOTAL		**CAPITAL PROJECTS FUND REVENUES**			**$ 1,770,450**	**$ -**	
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).	$ -	$ 1,347,450		$ 1,347,450
301-4400-572-63-80		96th Street Park Reconstruction	Change Orders Nos. 3 & 4 ($273,000); project contingency ($150,000).`	$ -	$ 423,000		$ 423,000
TOTAL		**CAPITAL PROJECTS FUND EXPENDITURES**			**$ 1,770,450**	**$ -**	

MEMORANDUM

ITEM NO. 3E.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Resolution authorizing Mutual Aid Agreement between the City of Sweetwater Police Department and the Town of Surfside Police Department.**

Town Administration recommends approval of the Resolution authorizing the Mutual Aid Agreement between the City of Sweetwater and the Town of Surfside Police Department.

It is the responsibility of the City of Sweetwater and the Town of Surfside to ensure the public safety of their citizens by providing adequate police service to address any foreseeable routine or emergency situation; and because of existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the municipalities. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies. The Town of Surfside and the City of Sweetwater are located in a way that it is advantageous to receive and extend mutual aid in the form of law enforcement services and resources. The new Mutual Aid Agreement between the Town of Surfside Police Department and the City of Sweetwater Police Department will be in effect from the date of signing and shall continue in full force and effect for five years. The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the City of Sweetwater Police Department.

Resolution Approving Mutual Aid Agreement - City of Sweetwater

Exhibit A - Mutual Aid Agreement - Surfside

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF SWEETWATER; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is responsible for ensuring the public safety of residents and businesses of the Town by providing adequate levels of public services, including police protection and services; and

WHEREAS, there may be natural or manmade disasters, emergencies, and other major law enforcement problems that may cross jurisdictional boundaries; and

WHEREAS, Chapter 23, "Florida Mutual Aid Act," of the Florida Statutes authorizes municipalities to enter into Mutual Aid Agreements for the rendering of law enforcement assistance across jurisdictional boundaries; and

WHEREAS, the Town Commission wishes to approve the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement between the Town and the City of Sweetwater in substantially the form attached hereto as Exhibit "A" (the "Agreement"), which provides the residents and businesses of the Town with assurances of adequate levels of law enforcement services; and

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

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

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Approval. That the Town Commission approves the Agreement in substantially the same form attached hereto as Exhibit "A."

Section 3. Authorization and Implementation. The Town Manager and Town Chief of Police are authorized to execute the Agreement, attached hereto as Exhibit "A." The Town Manager and Chief of Police are hereby further authorized to do all necessary

things to implement the Agreement and the purposes of this Resolution, including the execution of any renewal or subsequent agreements with the City of Sweetwater.

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

PASSED AND ADOPTED on this ___ day of October, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	____
Commissioner Marianne Meischeid	____
Commissioner Nelly Velasquez	____
Vice Mayor Jeff Rose	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF SWEETWATER, FLORIDA AND THE TOWN OF SURFSIDE, FLORIDA

WHEREAS, it is the responsibility of the governments of the City of Sweetwater, Florida, and the Town of Surfside, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, under Florida Statutes Section 23.121(1) there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Sweetwater Police Department and the Town of Surfside; and

WHEREAS, it is in the best interest and advantage of the City of Sweetwater and the Town of Surfside to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

(3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Section 166.0495, Florida Statutes; and

WHEREAS, the City of Sweetwater and the Town of Surfside have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

(2) Provides for rendering or assistance in a law enforcement emergency.

(3) Permits the provision of operational assistance to meet a request for assistance due to a civil disturbance or other emergency as defined in Section 252.34, Florida Statutes; and

(4) Permits routine traffic patrol along boundary roads of neighboring jurisdictions pursuant to Section 23.1225 Florida Statutes.

NOW, THEREFORE, BE IT KNOWN, that the City of Sweetwater, a political subdivision of the State of Florida, and the Town of Surfside, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sweetwater and the Town of Surfside for felony and misdemeanor arrests, made pursuant to the laws of arrest, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business

outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sweetwater and the Town of Surfside for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.

c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Sweetwater and the Town of Surfside for arrests, made pursuant to the law of arrest, for felonies, misdemeanors, and boating infractions.

d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Sweetwater and the Town of Surfside for any investigation of a felony, including, but not limited to: homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, financial crimes, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

f. Joint enforcement of all state laws and county ordinances city ordinances of the City of Sweetwater and the Town of Surfside and the exercise of arrest powers when a crime of violence or felony of any nature occurs in the presence of any sworn law enforcement officer, within the jurisdictional boundaries of either party.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (g) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene, the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address exigent, critical, life-threatening, or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes;

3. Any natural, technological, or manmade disaster;
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Any act of terrorism as defined in Section 775.30, Florida Statutes;
6. Escapes from, or disturbances within, prisoner processing facilities;
7. Hostage, active shooter and barricaded subject situations and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits. and missing person calls;
9. Enemy attack;
10. Transportation of evidence requiring security;
11. Major events, including but not limited to, sporting events, concerts, parades, fairs, festivals, conventions and any National Special Security Event (NSSE) as designated by the United States Department of Homeland Security;
12. Security and escort duties for dignitaries;
13. Incidents requiring utilization of specialized units, including but not limited to, underwater, recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene, and police information;
14. Emergency situations in which one agency cannot perform its functional objective;
15. Joint training in areas of mutual need;
16. Joint multi-jurisdictional marine interdiction operations; and
17. Off-duty special events;

18. DUI Checkpoints.

SECTION Ill: PROCEDURE FOR REQUESTING OEPARTIONAL ASSISTANCE

1. Mutual aid requested or rendered shall be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police, or designee, in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Sweetwater and the Town of Surfside , when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree. manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provision of this mutual aid agreement. This section applies to paid, volunteer, reserve, part time and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: **FORFEITURES**

a. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

b. All proceeds from forfeited property as a result of or in accordance with this agreement shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the Florida Contraband Forfeiture Act., less the costs and attorney's fees associated with the forfeiture action.

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SECTION VIII: **INSURANCE**

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: **EFFECTIVE DATE**

This agreement shall take effect upon full execution and approval by the hereinafter named officials and shall continue in full force and effect for five years after it takes effect. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon sixty (60) days written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, _____.

FOR SWEETWATER

_____
Jose "Pepe" Diaz
City Mayor
City of Sweetwater

Date: _____

ATTEST:

_____
Carmen Garcia
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Ralph Ventura
City Attorney

_____
Segio Diez
Chief of Police

FOR TOWN OF SURFSIDE

_____
Hector Gomez
Town Manager
Town of Surfside

Date: _____

ATTEST:

_____
Sandra N. Mc Cready
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

_____
John Healy
Chief of Police

MEMORANDUM

ITEM NO. 3F.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Approval of Lease Agreement with Dell Financial Services for Town Operating Desktops, Laptops & Monitors**

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

Currently the Town's existing computer operating system, Microsoft Windows 10, will no longer be supported by Microsoft. In addition, the existing hardware is over seven years old, and the specifications and configurations do not permit upgrade or maintenance to the operating systems. Continuing with the existing hardware and outdated operating system can have an adverse effect on the Town's overall computer systems. Making this change will reduce security vulnerability and include additional configuration and security features that will also reduce compatibility and integration issues.

Consequently, the Town administration is requesting to engage our current existing computer hardware provider to prevent lapse in usage of critical Microsoft products. This will be a four year-term lease agreement extended to the Town by Dell Financial Services that is "Piggybacked" of a State of Florida contract, see Exhibit E and F. The new equipment will offer the capabilities to support the new operating systems along with all Microsoft software products and new advance security measures. These upgrades will ensure ongoing technical support, software updates and driver compatibility. This upgrade will provide for better reliability, security and disaster recovery.

Below is the detail on costs:

- FY 2024 - Total annual lease payment $41,677.05
- FY 2025 - Total annual lease payment $41,677.05
- FY 2026 - Total annual lease payment $41,677.05
- FY 2027 - Total annual lease payment $41,677.05
  Total: $166,708.2

The cost of the computer equipment lease was budgeted and approved for fiscal year 2024 in

the total amount of $47,741. The total amount budgeted for a four-year lease is **$190,964.** What is being proposed shows an additional saving of **$24,255.8.**

Reso Approving Lease of Computer Equipment with Dell

Exhibit A - Dell Financial Services LLC Lease Term Agreement (Laptops, Desktops & Peripheral Equipment)

Exhibit B - State of Florida Dell Original Participating Addendum

Exhibit B - State of FL Contract Amendment No. 1 thru No. 6

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH DELL MARKETING, L.P. FOR THE LEASE OF OPERATING DESKTOPS, LAPTOPS, COMPUTER MONITORS, AND OTHER RELATED COMPUTER ACCESSORIES IN AN AMOUNT NOT TO EXCEED $166,708.20 UTILIZING THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA PARTICIPATING ADDENDUM TO THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS COOPERATIVE PROCUREMENT PROGRAM (NASPO) MASTER AGREEMENT NO. MNWNC-108; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE LEASE OF THE COMPUTER EQUIPMENT; FINDING THAT THE LEASE OF THE COMPUTER EQUIPMENT IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is in need of replacing operating desktops, laptops, computer monitors, and other related computer accessories (the "Equipment") as the Town's existing computer equipment is seven years old and operating on outdated operating systems; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town has already been competitively bid by the State of Florida and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town's Code of Ordinances ("Code"); and

WHEREAS, specifically, the State of Florida has entered into a Participating Addendum to the National Association of State Procurement Officials Cooperative Procurement Program (NASPO) Master Agreement No. MNWNC-108 (the "Dell Agreement") with Dell Marketing L.P. ("Vendor"); and

WHEREAS, the Vendor has provided the Town with two quotes, attached hereto as Composite Exhibit "A" (collectively, the "Quote"), for the lease of the Computer Equipment in the total amount of $166,708.20 for fiscal years 2024 through 2027; and

WHEREAS, the Town Commission desires to approve the lease of the Computer Equipment in the amount of $166,708.20 for fiscal years 2024 through 2027 and authorize the Town Manager to negotiate and execute a lease agreement, in substantially the form attached hereto as Exhibit "B" ("Agreement"), based on the terms and conditions of the Dell Agreement and consistent with the Quote attached hereto as Composite Exhibit "A"; and

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

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

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

Section 2. Approval and Authorization to Lease Computer Equipment. The Town Commission approves the lease of the Computer Equipment in an amount not to exceed $166,708.20 for fiscal years 2024 through 2027. The Town Manager is authorized to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "B," with the Vendor for the lease of the Computer Equipment based on the terms and conditions of the Dell Agreement and consistent with the Vendor's Quote attached hereto as Composite Exhibit "A," subject to the approval as to form, content, and legal sufficiency by the Town Attorney and Town Manager.

Section 3. Exemption from Competitive Bidding. The Town Commission hereby finds that the lease of the Computer Equipment utilizing the terms and conditions of the Dell Agreement is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Agreement and the purposes 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 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

Dell Financial Services™

Prepared For:

TOWN OF SURFSIDE

September 29, 2023

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

	Term Option	48 FMV	Term Option	48 FMV
	Payments:	Monthly	Payments:	Annual
	Consolidation:	Monthly	Consolidation:	Monthly
	Payments Due:	Arrears	Payments Due:	Advance
	Interim Rent:	None	Interim Rent:	None

Dell Quote numbers	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	48 Payments	Rate Factor	4 Payments
3000161790775.1	Dell 32 USB-C Hub Monitor - P3223DE, 80.1cm (31.5")	$331.09	63	$20,858.67	0.02083	$434.49	0.25000	$5,214.67
	OptiPlex Small Form Factor (Plus 7010)	$1,599.86	63	$100,791.18	0.02083	$2,099.48	0.25000	$25,197.80
	TOTALS		126	$121,649.85		$2,533.97		$30,412.46

PLEASE NOTE: (1)

Proposal Expiration Date:
October 29, 2023

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- **Exercise the option to purchase the products at the then fair market value.**
- **Return all products to lessor at the lessee's expense.**
- **Renew the lease on a month to month or fixed term basis.**

Dorian Bass
737-285-4508
Dorian.Bass@dell.com
Finance Account Manager

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Dell Financial Services™

Prepared For:

TOWN OF SURFSIDE

September 29, 2023

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

	Term Option	48 FMV	Term Option	48 FMV
Payments:	Monthly		Payments:	Annual
Consolidation:	Monthly		Consolidation:	Monthly
Payments Due:	Arrears		Payments Due:	Advance
Interim Rent:	None		Interim Rent:	None

Dell Quote numbers	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	48 Payments	Rate Factor	4 Payments
3000161790156.1	Mobile Precision 3581	$2,466.56	15	$36,998.40	0.02083	$770.68	0.25000	$9,249.60
	Dell Thunderbolt 4 Dock- WD22TB4	$206.24	15	$3,093.60	0.02083	$64.44	0.25000	$773.40
	Dell 32 USB-C Hub Monitor - P3223DE, 80.1cm (31.5")	$331.09	15	$4,966.35	0.02083	$103.45	0.25000	$1,241.59
	TOTALS		45	$45,058.35		$938.57		$11,264.59

PLEASE NOTE: (1)

Proposal Expiration Date:
October 29, 2023

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

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End of Term Options:

Fair Market Value (FMV) Lease:

- **Exercise the option to purchase the products at the then fair market value.**
- **Return all products to lessor at the lessee's expense.**
- **Renew the lease on a month to month or fixed term basis.**

Dorian Bass
737-285-4508
Dorian.Bass@dell.com
Finance Account Manager

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

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APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And
The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

1. Scope: The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-108. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

   The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

   This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Dell Marketing, L.P. (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.

3. Order of Precedence:
   In the event of a conflict, the following documents shall have priority in the order set forth below:

   a. This Participating Addendum
   b. Exhibit 2, PUR 1000
   c. Exhibit 1, Minnesota NASPO ValuePoint Master Agreement No. MNWNC-108.

4. Participating State Modifications or Additions to Master Agreement:
   A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS.

PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And
The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

1. The following are modifications to the Master Agreement:

   a. PUR 1000 Form:, General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2.
   b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
   c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with Exhibit 1, unless terminated earlier by the Participating State.
   d. Vendor Registration and Transaction Fees: In order to complete any transaction between an eligible user and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in MyFloridaMarketPlace. Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
   e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
   f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes,

ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.

g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.

i. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Addendum, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to public agency in a format that is compatible with the information technology systems of the public agency

j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

B. Contract Document: This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of the contract.

C. Intellectual Property: The parties do not anticipate that any intellectual property will be developed as a result of this Addendum. However, any intellectual property developed as a result of this Addendum will belong to and be the sole property of the Participating State. This provision will survive the termination or expiration of the contract.

D. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.

E. Price List/Preferred Price: The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.

F. Scrutinized Company List: In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.

G. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.

1. The Contractor agrees to meet the following requirements:
   a. Provide appropriate contact information for eligible users to use for product and/or service inquiries and purchases, as well as, the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Master Agreement; and
   b. If orders are to be sent to resellers/partners for fulfillment then the Contractor is responsible for providing and updating this list of authorized resellers/partners for use to the Participating State/Entity.

2. Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.

H. Electronic Invoicing: The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP) within ninety (90) days from Addendum effective date. Electronic invoices shall be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below:

1. cXML (commerce eXtensible Markup Language)
   This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.
2. EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

3. PO Flip via AN
   The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

I. Contract Quarterly Reports: The Contractor shall submit a Quarterly Report in the required format electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

   Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

J. Business Review Meetings: The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor

shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.

K. Commitment to Diversity in Government Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflofida.com.

Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

L. Resellers/Partners: The Contractor may use resellers/partners in order to provide computer equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractors resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees),

including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

M. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name	Diane Wigington
Address	Dell Marketing, L.P. One Dell Way, Mailstop 8707, Round Rock, TX 78682
Telephone	512-728-4805
E-mail	Diane_Wigington@dell.com

Participating Entity

Name	Jerilyn Bailey
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-921-4072
E-mail	jerilyn.bailey@dms.myflorida.com

PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And
The State of Florida
Dell Contract Code WN08AGW
Alternate Contract Source No. 43211500-WSCA-15-ACS

Participating State: Florida	**Contractor:** Dell Marketing LP
By:	By:
Name: Erin Rivell	Name: Lauren D. Newberry
Title:	Title: Contracts Consultant
Date: 9-7-15	Date: 8/14/2015

Florida's Chief Procurement Officer:
By:
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date: 9/2/15

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And
The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

N. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

7. Terms. The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating State: **Florida**	**Contractor:** **{Insert Vendor Name Here}**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Florida's Chief Procurement Officer:
By:
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date:

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

   (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

    For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

    Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

    Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor 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 Customers, 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 Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers 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 a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor 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 the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor'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.

    Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, 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.

AMENDMENT NO.: 1 **-** Renewal

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Master Agreement No: MNWNC-101
Dell Marketing LP
And
The State of Florida
Alternate Contract Source No. 43211500-WSCA-15-ACS

This Amendment ("Amendment") effective April 1, 2017, to the Computer Equipment, Peripherals, & Services Contract No. 43211500-WSCA-15-ACS ("Contract"), between the State of Florida, Department of Management Services ("Department") and Dell Marketing LP ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

Contract Renewal. The Department hereby executes its renewal option for a three (3) year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is March 31, 2020.

I. Transaction Fees. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

II. Public Records. The Participating Addendum is amended to add the following**:**
If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:
(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

III. Annual Appropriation. The Participating Addendum is amended to add the following**:** Pursuant to section 287.0582, F.S., if the ACS binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the ACS is contingent upon an annual appropriation by the Legislature.

IV. Cooperation with the Inspector General. Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

VI. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VII. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

Contractor Participating Addendum Contact

Name	Katherine Dunay
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-723-0818
Fax	512-283-9092
E-mail	Katherine_Dunay@Dell.com

Participating State Contact

Name	Jeremy Williams
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-414-6740
Fax	850-414-8331
E-mail	Jeremy.Williams@dms.myflorida.com

State of Florida,
Department of Management Services

By: _____

Name: Erin Rock

Title: Chief of Staff

Date: 3-23-17

Dell Marketing LP

By: _____

Name: Charlene L. Wilkinson

Title: Contracts Manager

Date: 3/7/2017

AMENDMENT NO.: 2
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment to the Computer Equipment Peripherals and Services 43211500-WSCA-15-ACS ("ACS") between the State of Florida, Department of Management Services ("Department"), and Dell Marketing LP ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties.

WHEREAS the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-106;

WHEREAS the Contract was subsequently renewed through March 31, 2020; and

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

I. Amendment to the Participating Addendum. The ACS is amended to change the end of the term of the participating addendum to July 31, 2021, unless terminated earlier in accordance with the Special Contract Conditions.

II. Amendment to the Participating Addendum. Section 4.D., Scrutinized Company List, is amended to add the following sentence:

> The Participating State may terminate this Addendum for cause if the Contractor is placed on the Scrutinized companies that Boycott Israel List or is engaged in a boycott of Israel.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

[signature page follows]

AMENDMENT NO.: 2
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida: **Department of Management Services**	**Contractor:** **Dell Marketing LP**
By: _____	**By:** _____
Name: Tami Fillyaw	**Name:**
Title: Chief of Staff	**Title:**
Date:	**Date:**

DocuSign Envelope ID: C29BE75F-7076-4875-9403-EFD4F8F5555F

Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Tami Fillyaw
Name: Tami Fillyaw
Title: Chief of Staff
Date: 3/18/2020 | 1:08 PM EDT

Contractor:
Dell Marketing LP

By: Charlene_Wilkinson Digitally signed by Charlene_Wilkinson Date: 2020.03.11 15:01:29 -04'00'
Name: Charlene L. Wilkinson
Title: Commercial Counsel
Date: 3/11/2020

AMENDMENT NO.: 3
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment No. 3 (Amendment) to the Computer Equipment Peripherals and Services contract, contract number 43211500-WSCA-15-ACS ("ACS") between the State of Florida, Department of Management Services ("Department"), and Dell Marketing L.P. ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

WHEREAS, the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-108;

WHEREAS, the ACS was subsequently renewed through July 31, 2021; and

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

I. Amendment to the ACS.

a) The ACS is amended to change the end of the term of the ACS to July 31, 2022, unless terminated earlier in accordance with the ACS.

b) Section 4.A.1. i. and Section II. of Amendment No. 1, Public Records, aredeleted entirelyand replaced with the following:
Public Records
Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

c) Section 4.D., Employment Eligibility Verification, is deleted in its entirety and replaced with the following:
E-Verify: The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in
accordance with section 448.095, F.S.. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09 (1), F.S.

d) Section 4.F., Scrutinized Company List, as amended by Amendment No. 2, is deleted in its entirety and replaced with the following:
Scrutinized Company List: The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

e) Section IV. of Amendment No. 1, Cooperation with Inspector General, is deleted in its entirety and replaced with the following in 4.O.:
Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

f) Section 4.P., Document Inspection, is hereby added as follows:
Document Inspection. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made

g) Section 4.Q., Conduct of Business, is hereby added as follows:
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26) Florida Statutes, the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

h) Section 4.R., Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists, is hereby added as follows:
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

AMENDMENT NO.: 3
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

i) Section 4.S., Performance or Compliance Audits, is hereby added as follows:
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

j) Section 4.T., Information Technology Standards, is hereby added as follows:
Pursuant to sections 282.0051 and 282.318, F.S., the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

[Signature Page Follows]

AMENDMENT NO.: 3
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida: **Department of Management Services**	**Contractor:** Dell Marketing L.P.
By: _____ **Name: J. Todd Inman** **Title: Secretary** **Date:**	**By: _____** **Name:** **Title:** **Date:**

DocuSign Envelope ID: 1482B415-D207-4659-9ABC-D9D6C67C21F0

Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 3
Alternate Contract Source No.: 43211500-WSCA-15-ACS
Alternate Contract Source Name: Computer Equipment Peripherals and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____
Name: J. Todd Inman
Title: Secretary
Date: 7/29/2021

Contractor:
Dell Marketing L.P.

DocuSigned by:
By: Carina Clifford
Name: Carina Clifford
Title: Contract Administrator
Date: 7/27/2021 | 1:43 PM PDT

DocuSign Envelope ID: E67DFE4A-3D08-4D36-8BE7-8281BA1D9219

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 4
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

This Contract Amendment to Contract No. 43211500-WSCA-15-ACS is made by the State of Florida, Department of Management Services ("Department") and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way, Mailstop RR1-33 Legal, Roundrock, Texas 86682, collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into Contract No. 43211500-WSCA-15-ACS, on August 15, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS;

WHEREAS, the Parties agree to renew the Contract, pursuant to Section 26, Renewal, of the PUR 1000;

WHEREAS, the ACS was subsequently renewed through July 31, 2022;

WHEREAS, the State of Minnesota NASPO Master Agreement No. MNWNC-108 term was amended to reflect a new Master Agreement expiration date of February 28, 2023; and

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of seven (7) months, pursuant to the same terms and conditions except as amended herein, with a new Contract expiration date of February 28, 2023.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

DocuSign Envelope ID: E67DFE4A-3D08-4D36-8BE7-8281BA1D9219

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 4
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

State of Florida:
Department of Management Services

By: _____

Name: J. Todd Inman
Title: Secretary
Date:

Contractor:
Dell Marketing L.P.

By: DocuSigned by: Carina Clifford 0303290EC99F475...

Name: Carina Clifford
Title: Contract Administrator
Date: 6/30/2022 | 9:31 AM EDT

DocuSign Envelope ID: D0A3FD6D-16AB-4C30-9C26-241679BACE11

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 4
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

State of Florida:
Department of Management Services

DocuSigned by:
By: _____
5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 7/26/2022 | 9:35 AM EDT

Contractor:
Dell Marketing L.P.

DocuSigned by:
By: Carina Clifford
6503296EC99F475...

Name: Carina Clifford
Title: Contract Administrator
Date: 6/30/2022 | 9:31 AM EDT

DocuSign Envelope ID: 8E74BE0B-37EF-4DB9-B1A2-4C22CB3501CF

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 5
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

This Amendment to the Alternate Contract Source No. 43211500-WSCA-15-ACS Participating Addendum ("Contract") to the State of Minnesota Master Agreement No. MNWNC-108 ("Master Agreement") is made by the State of Florida, Department of Management Services ("Department") and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way, Mailstop RR1-33 Legal, Roundrock, Texas 86682, collectively referred to herein as the "Parties.

WHEREAS the Parties entered into the Contract which became effective on September 3, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, the Contract was susbequenty amended to expire on February 28, 2023, in correlation with the term of the Master Agreement;

WHEREAS, the Master Agreement term has since been amended to expire on July 31, 2023;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the Contract; and

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract is amended to reflect a new expiration date of July 31, 2023**.**

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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CONTRACT AMENDMENT NO.: 5
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 2/21/2023 | 1:09 PM EST

Contractor:
Dell Marketing, LP

DocuSigned by:
By: Katherine Castillo
1F52A1A3BB38414...

Name: Katherine Castillo
Title: Paralegal Advisor
Date: 2/20/2023 | 3:34 PM EST

DocuSign Envelope ID: B4F00FB4-0A5A-4F37-99B2-75E53948D59E

CONTRACT AMENDMENT NO.: 6
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

This Amendment to the Alternate Contract Source No. 43211500-WSCA-15-ACS Participating Addendum ("Contract") to the State of Minnesota Master Agreement No. MNWNC-108 ("Master Agreement") is made by the State of Florida, Department of Management Services ("Department") and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way, Mailstop RR1-33 Legal, Roundrock, Texas 86682, collectively referred to herein as the "Parties.

WHEREAS the Parties entered into the Contract which became effective on September 3, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, the Contract was subsequently amended to expire on February 28, 2023;

WHEREAS, the Contract term was amended again to expire on July 31, 2023; in correlation with the term of the Master Agreement;

WHEREAS, the Master Agreement term has since been amended to expire on October 31, 2023;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the Contract; and

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract is amended to reflect a new expiration date of October 31, 2023**.**

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

DocuSign Envelope ID: B4F00FB4-0A5A-4F37-99B2-75E53948D59E

CONTRACT AMENDMENT NO.: 6
Contract No.: 43211500-WSCA-15-ACS
Contract Name: Computer Equipment, Peripherals, and Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 7/12/2023 | 7:18 AM EDT

Contractor:
Dell Marketing, LP

DocuSigned by:
By: Katherine Castillo
1F52A1A3BB38414...

Name: Katherine Castillo
Title: Paralegal Advisor
Date: 7/7/2023 | 5:26 PM EDT

MEMORANDUM

ITEM NO. 3G.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Ratification of Deductive Change Orders and Authorization to Expend for Additive Change Orders Pertaining to 96 Street Park Construction**

The Town Administration is seeking a ratification of deductive change orders (Change Order # 01 and Change Order # 02) to date pertaining to 96th Street Park construction with Lunacon Construction. Furthermore, the Town Administration is seeking authorization to expend and not to exceed an amount of $272,829.50 towards additive change orders (Change Order # 03 and Change Order # 04) for the 96th Street Park construction. Between all change orders a total of 31 additional days were added due to design changes and weather delays. Additionally, the Town administration is requesting $150,000 in contingency allowance in order to mitigate future change orders that may be affiliated with construction and design services.

The Town of Surfside contracted with Lunacon Construction for the construction of 96 Street Park as part of RFP # 2022-05 - "Construction of Surfside 96th Street Park" for a total sum of $7,744,207 with a construction duration of one year. 300 Engineering was contracted as the Town's Owner Representative in order to represent the Town in construction management activities which include design changes, cost changes and quality control (to name a few).

Typical of any construction project, there have been efficiencies in buying out project materials and hiring sub-contractors. There have been rain delays and there have also been design changes due to permitting as well as for unforeseen conditions. As a result, the project has incurred cost and time changes. Table A - "Change Order List" below summarizes the various key changes to date the project has incurred.

Table A - *"Change Order List"*

Change Order Number	Type of Change Order	Justification	Cost / Time Change

Change Order #1 **(Attachment A)**	Deductive Change Order	Direct purchase of Basketball Court/Multi-Purpose Field Lighting and custom design playground for tax saving purposes.	Contract deduction of $768,012.73.
Change Order #2 **(Attachment B)**	Deductive Change Order	Direct Purchase of Kayak Launch Materials and Site Furnishings Materials for tax saving purposes. Additionally, a change of elevator type from traction to hydraulic.	Contract Deduction of $162,248.41 11 additional days
Change Order #3 **(Attachment C)**	Additive Change Order	Modification in structural plans for permitting approval; modification in fire plans for permitting approval; modification in KAYAK launch plans for permitting approval; design changes due to elevator change; other misc. design changes	$265,540.44 20 additional days
Change Order #4 **(Attachment D)**	Additive Change Order	Exterior precast panel design changes	$7,289.06

To date with the changes in all four change orders, the revised contract amount for the project is $7,086,775.40. Even though no additional costs have been incurred to date other than those mentioned in the Table, the Town has mitigated various unforeseen conditions by having the contractor assume responsibility. The Town is seeking to complete the construction for February of 2024 with the new time extension incorporated due to weather and design changes. The approval of an additional $150,000 towards a contingency allowance will assist with mitigating any additional changes that may arise and streamline the review and approval process.

Resolution Approving Four Change Orders to Lunacon Construction Contract

Exhibit A - Change Order # 01 (Executed)

Exhibit B - Change Order # 02 (Executed)

Exhibit C - Change Order #3

Exhibit D - Change Order #4

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE ISSUANCE OF CHANGE ORDERS NO. 1 AND NO. 2 PROVIDING FOR DIRECT PURCHASE OF MATERIALS AND EQUIPMENT, AND APPROVING CHANGE ORDER REQUESTS NO. 3 AND NO. 4 PROVIDING FOR AN INCREASE IN THE CONTRACT PRICE FOR DESIGN CHANGES, RELATED TO THE CONTRACT FOR CONSTRUCTION WITH LUNACON ENGINEERING GROUP, CORP. FOR THE 96TH STREET PARK PROJECT;; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDERS TO THE CONTRACT FOR CONSTRUCTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 15, 2022, the Town of Surfside ("Town") Commission adopted Resolution No. 2022-2951, selecting Lunacon Engineering Group, Corp. (the "Contractor") for the construction of the Town's 96th Street Park Project (the "Project") pursuant to RFP No. 2022-05 and awarding the Contractor a contract for construction of the Project (the "Contract") in the amount of $7,744,207.00; and

WHEREAS, the Town entered into Change Orders No. 1 and 2 to the Contract for the direct purchase of materials and equipment, resulting in a decrease to the Contract price, and is requesting approval of Change Order Requests No. 3 and 4 to the Contract, which are necessary to modify the Project design resulting in an increase to the Contract Price; and

WHEREAS, the Town entered into Change Order No.1, attached hereto as Exhibit "A," for the direct purchase of basketball court and multi-purpose field lighting and custom design for playgrounds, resulting in a Contract price savings to the Town of $768,012.73 ("CO No. 1"); and

WHEREAS, the Town entered into Change Order No. 2, attached hereto as Exhibit "B," for the direct purchase of kayak launch materials and site furnishing materials, as well as a change of elevator type, resulting in a Contract price savings to the Town of $162,248.41 ("CO No. 2"); and

WHEREAS, Change Order Request No. 3, attached hereto as Exhibit "C," is for modification in structural, fire, and kayak launch plans for permitting approval, a change in elevator design, and other miscellaneous design changes, resulting in an increase to the Contract price in the amount of $265,717.17 ("CO No. 3"); and

WHEREAS, Change Order Request No. 4, attached hereto as Exhibit "D," is for exterior precast panel design changes resulting in an increase to the Contract price in the amount of $7,289.06 ("CO No. 4"); and

WHEREAS, the change orders will result in a cumulative net decrease in the Contract price in the amount of $687,254, for a total revised Contract price of $7,086,952.09; and

WHEREAS, the Town Commission desires to ratify the issuance of CO No. 1 and CO No. 2 for the Project, which change orders are attached hereto as Exhibits "A" and "B," respectively, and authorize the Town Manager to enter into CO No. 3 and CO No. 4 for the Project, in substantially the forms attached hereto as Exhibits "C" and "D," respectively; and

WHEREAS, the Town Commission further desires to authorize the Town Manager to enter into such further change order(s) as may be necessary for the Project in an amount not to exceed $150,000 in contingency; 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 Adopted.** That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Ratification of Change Orders.** The Town Commission hereby ratifies and approves CO No. 1 and CO No. 2 attached hereto as Exhibits "A" and "B," respectively.

Section 3. **Approval of Change Order Requests; Authorization.** The Town Commission hereby approves CO No. 3 in the amount of $265,717.17 and CO No. 4 in the amount of $7,289.06, in substantially the forms attached hereto as Exhibits "C" and "D," respectively, for a total amount not to exceed $273,006.23. The Town Manager is

authorized to enter into CO No. 3 and CO No.4, and if further authorized to enter into such further change orders as may be necessary for the Project in an amount not to exceed $150,000.00 in contingency, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the change orders to the Contract, and the purposes of this Resolution.

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

PASSED AND ADOPTED on this ___ day of September, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	____
Commissioner Marianne Meischeid	____
Commissioner Nelly Velasquez	____
Vice Mayor Jeff Rose	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

Change Order Form for Construction

Contract Title: Construction of the Town of Surfside 96th Street Park	Contract No.: RFP 2022-05
Contractor: Lunacon Engineering Group, Corp.	Change Order No.: 001
Commencement Date: 01/17/2023	Original Substantial Completion Date: 12/18/2023
Revised Substantial Completion Date (prior to this change): 12/18/2023	Extension(s) of Time Previously Approved: 0 days
Revised Substantial Completion Date (including this change): 12/18/2023	

The Contractor and the Town hereby agree to modify the Contract as follows:

Item No.	Description of Change	Contract Price		Contract Time	
		Increase	Decrease	Increase	Decrease
1	Owner Direct Purchase Program for Playground Equipment and Basketball Court & Multipurpose Area Lighting (Pay Items Affected: 53, 69-70, 88-95, and 97-99)	-	($ 768,012.73)	-	-
2	Clarify Article 5.2.5 of the Agreement, as follows: Payment of the Contingency/Escalation Allowance (Pay Item #109) will be made monthly and based on the overall percentage of completion of the work.	-	-	-	-
	Total Changes to Contract	-	($ 768,012.73)	-	-

Reason for Change: Increase of contract time and cost due to the items listed.

Summary of Contract Amount	
Original Contract Amount	$ 7,744,207.00
Change Orders Previously Approved	$ 0.00
Adjusted Contract Value Prior to this Change Order	$ 7,744,207.00
Cost of Changes in this Change Order	($ 768,012.73)
Adjusted Contract Amount Including this Change	$ 6,976,194.27
Percentage Increase this Change Order	-9.92%
Total Percent Increase to Date	-9.92%
Extension of Time Allowed by this Change -	-

This change order is hereby incorporated into and becomes a part of the Contract.

Accepted By Contractor: _____ Date: 03/30/23
Name (print name of signatory): Emilio Criado Title: Vice President

Accepted By Department Director: Tim Milian Date: 3/28/23
Tim Milian, Parks & Recreation Director

Accepted By Town Manager: _____ Date: 03/28/23
Acting Town Manager Hector Gomez, P.E.

Change Order Form for Construction

Contract Title: Construction of the Town of Surfside 96th Street Park	Contract No.: RFP 2022-05
Contractor: Lunacon Engineering Group, Corp.	Change Order No.: 002
Commencement Date: 01/17/2023	Original Substantial Completion Date: 12/18/2023
Revised Substantial Completion Date (prior to this change): 12/18/2023	Extension(s) of Time Previously Approved: 0 days
Revised Substantial Completion Date (including this change): 12/29/2023	

The Contractor and the Town hereby agree to modify the Contract as follows:

Item No.	Description of Change	Contract Price		Contract Time	
		Increase	Decrease	Increase	Decrease
1	Owner Direct Purchase Program for **Kayak Launch** Materials (Pay Item Affected: 56)	-	($ 49,946.49)	-	-
2	Owner Direct Purchase Program for the Site Furnishings Materials (Pay Items Affected: 72-87)	-	($ 74,895.92)	-	-
3	COR #2 for the change of elevator type from traction to hydraulic	-	($ 37,406.00)	-	-
4	Additional time due to weather delays (NTP to 8/31/2023)	-	-	11	-
	Total Changes to Contract	-	($ 162,248.41)	11	-

Reason for Change: Increase of contract time and cost due to the items listed.

Summary of Contract Amount	
Original Contract Amount	$ 7,744,207.00
Change Orders Previously Approved	$ ($ 768,012.73)
Adjusted Contract Value Prior to this Change Order	$ 6,976,194.27
Cost of Changes in this Change Order	($ 162,248.41)
Adjusted Contract Amount Including this Change	$ 6,813,945.86
Percentage Increase this Change Order	-2.09%
Total Percent Increase to Date	-12.01%
Extension of Time Allowed by this Change -	11 weather days from NTP through August 31, 2023

This change order is hereby incorporated into and becomes a part of the Contract.

Accepted By Contractor: _____ Date: 9/20/2023
Name (print name of signatory): Emilio Criado Title: Vice President

Accepted By Department Director: _____ Date: 9/20/23
Tim Milian, Parks & Recreation Director

Accepted By Town Manager: _____ Date: 9/20/2023
Town Manager Hector Gomez, P.E.

LUNACON ENGINEERING GROUP

CHANGE ORDER REQUEST

DATE: September 21, 2023 **COR** 003 r2

PROJECT: **Surfside 96th St. Park**

TO: Ricardo Escobar
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154

RE: **COR #03 r2 - Proposed Additional Cost and Time per Drawings - Rev 02, 03 & 04**

JUSTIFICATION
1. Proposed Additional Cost per Drawings - Rev 2, 3 & 4

SCOPE OF WORK
This COR includes the following items:
1. Lunacon Cost Estimate Breakdown
2. Vendor's Proposals
3. RFI's

Due to the time constrains, it is expressly agreed this Proposed Work Order is limited to the work described herein, and does not include any other work not listed in the COR nor any amounts for additional changes in the sequence of work, delays, disruptions, extended home or field office overhead, acceleration, unforeseen conditions, overtime and/or time impact costs. LUNACON hereby reserves the right to make any additional claims for any and all of those related items LUNACON might have omitted due to the time constraints and complexity of this revision. LUNACON expressly reserves the right to claim additional time for this Proposal and pertinent compensation therefore. This proposal is valid for only 90 calendar days from the

The cost for this additional work is as follows:

			TOTALS
Extended General Conditions (see attached documents)			
		Self Performed Work	
		Overhead and Profit	$ -
LABOR (see attached documents)		**Subtotal:**	**$ -**
			$ -
MATERIALS & SUPPLIES (see attached documents)		**Materials**	$ -
		Overhead and Profit (10%)	$ -
		Subtotal:	$ -
EQUIPMENT (see attached documents)			
			$ -
		Self Performed Work	$ -
		Overhead and Profit	$ -
		Subtotal:	**$ -**
SUBCONTRACTS (see attached documents, direct cost)			
		Subtotal	$ 237,015.61
		Overhead and Profit (10%)	$ 23,701.56
		Sub Total:	**$ 260,717.17**
Subtotal (Labor+Equipment+Material+Subcontract)			**$ 260,717.17**
Additional Costs:	Rate		
Payment & Performance Bond:	1.00%		$ 2,607.17
GL Insurance	0.85%		$ 2,216.10

TOTAL OF THIS COR	ADD ■	DEDUCT ☐	**$ 265,540.44**
The Contract Time will be revised to reflect:	ADD ■	DEDUCT ☐	**20.0 Days**

We reserve our rights for additional time beyond the calculated additional contract time included within this change order proposal (Lunacon COR #003). In the event that unforeseen conditions and/or additional delays to the scope of work of COR #003 impact the contract time requested in COR#003 and which impacts and delays are beyond Lunacon's control or responsibility in which event Lunacon will be entitled to additional time and costs.

LUNACON General Contractor	Emilio Criado	President		
	Name	Title	Signature	Date

Having received the above, I hereby certify that to the best of my knowledge and belief, the cost or pricing data submitted reflects adequate values and that Contractor is entitled to payment and time extension as noted above.

	Contracting Officer		
Name	Title	Signature	Date

LUNACON ENGINEERING GROUP

CHANGE ORDER REQUEST

DATE: August 23, 2023 **COR** 004

PROJECT: **Surfside 96th St. Park**

TO: Ricardo Escobar
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154

DWG Reference

RE: **COR #04 - Proposed Additional Cost to include additional haunches at the rear of the pieces of panel**

JUSTIFICATION
1. Proposed Additional Cost to include haunches as requested by AE on Teams Meeting on 7/25/2023

SCOPE OF WORK
This COR includes the following items:
1. Lunacon Cost Estimate Breakdown
2. Vendor's Proposals
3. RFI

Due to the time constrains, it is expressly agreed this Proposed Work Order is limited to the work described herein, and does not include any other work not listed in the COR nor any amounts for additional changes in the sequence of work, delays, disruptions, extended home or field office overhead, acceleration, unforeseen conditions, overtime and/or time impact costs. LUNACON hereby reserves the right to make any additional claims for any and all of those related items LUNACON might have omitted due to the time constraints and complexity of this revision. LUNACON expressly reserves the right to claim additional time for this Proposal and pertinent compensation therefore. This proposal is valid for only 90 calendar days from the

The cost for this additional work is as follows:

			TOTALS
Extended General Conditions (see attached documents)			
	Self Performed Work		
	Overhead and Profit	$	-
LABOR	**Subtotal:**	**$**	**-**
(see attached documents)		$	-
MATERIALS & SUPPLIES (see attached documents)	**Materials**	$	-
	Overhead and Profit (10%)	$	-
	Subtotal:	$	-
EQUIPMENT (see attached documents)		$	-
	Self Performed Work	$	-
	Overhead and Profit	$	-
	Subtotal:	**$**	**-**
SUBCONTRACTS (see attached documents, direct cost)			
	Subtotal	$	6,389.88
	Overhead and Profit (12%)	$	766.79
	Sub Total:	**$**	**7,156.67**
Subtotal (Labor+Equipment+Material+Subcontract)		**$**	**7,156.67**

Additional Costs:	Rate	
Payment & Performance Bond:	1.00%	$ 71.57
GL Insurance	0.85%	$ 60.83

TOTAL OF THIS COR ADD ■ DEDUCT ☐ **$ 7,289.06**

The Contract Time will be revised to reflect: ADD ☐ DEDUCT ☐

We reserve our rights for additional time beyond the calculated additional contract time included within this change order proposal (Lunacon COR #003). In the event that unforeseen conditions and/or additional delays to the scope of work of COR #003 impact the contract time requested in COR#003 and which impacts and delays are beyond Lunacon's control or responsibility in which event Lunacon will be entitled to additional time and costs.

LUNACON General Contractor	Patricia Bonilla	Project Manager		
	Name	Title	Signature	Date

Having received the above, I hereby certify that to the best of my knowledge and belief, the cost or pricing data submitted reflects adequate values and that Contractor is entitled to payment and time extension as noted above.

		Contracting Officer		
	Name	Title	Signature	Date

MEMORANDUM

ITEM NO. 3H.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Supplemental Fees for Architectural and Engineering Services Related to the Tennis Community Center Project**

Town Administration is requesting Town Commission approval of The Corradino Group, Inc. proposal dated September 5, 2023, (**Attachment A** - *The Corradino Group Proposal 09/5/2023)* for supplemental services related to the Tennis Community Center project in the amount of $147,400 in order to cover additional architectural and engineering services that resulted from the approval of schematic phase design provided to the Town Commission during the July 2023 General Town Commission meeting. The approval would be an amendment to the existing contract.

During the November 2022 Town Commission meeting, the Town Commission approved a Project Agreement with the Corradino Group for design professional services related to the Tennis Community Center project. The scope of services was limited to the design of a 4,340 square feet two-story building with respective sub-consultants to accomplish the task. As the schematic design phase progressed, the project evolved due to an increased in interior square footage and addition of necessary amenities to ensure that we meet all programming and event needs. This resulted in substantial design concept changes such as structural changes to minimize columns in open space areas. Additionally, roof top and exterior features changed which require additional architectural design efforts. Due to the increase in scope and complexity of the project, the Corradino Group is requesting additional fees in the amount of $147,400 that are necessary for architectural and engineering services required to prepare construction documents for the proposed Tennis Community Center. After schematic phase, the overall building square footage increased to 8,573 square feet which is almost twice the original design proposal and intent. Please refer to **Exhibit B** - *The Corradino Group Proposal 09/5/2023* for a detailed breakdown of the additional scope of services being request and corresponding **Exhibit C** - *Fee Breakdown* for the fee breakdown.

The fee is being requested as a lump sum which means the Corradino Group is to deliver the scope of work outlined for the said price. It is worth nothing that bid assistance and contract negotiations is not included in this proposal. This scope of services is critical since during the contractor bid phase, various Request for Information (RFI's) and permitting items may come

up. The Town administration will make a separate request for these additional fees as the design has not been finalized yet nor received Staff review. Staff review will help mitigate these impacts.

Resolution Approving Additional Service Revision w Corradino for Tennis Center Building Impr Project

Exhibit A - First Amendment Project Agreement with Corradino Group Inc for Tennis Center Building Improvements Project

Exhibit B - The Corradino Group Proposal 09/5/2023

Exhibit C - Fee Breakdown

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. FOR ADDITIONAL PROFESSIONAL ENGINEERING BUILDING DESIGN AND PERMITTING SERVICES FOR THE TENNIS RECREATION CENTER BUILDING IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with The Corradino Group, Inc. ("Consultant") for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, on November 15, 2022, the Town Commission adopted Resolution No. 2022-2948, approving a specific Project Agreement ("Project Agreement") with the Consultant to provide professional engineering building design and permitting services ("Services") for the Tennis Center Building Improvements Project (the "Project") in an amount not to exceed $358,872.21, consistent with the terms and conditions of the CSA; and

WHEREAS, due to an increase in the scope and complexity of the Project, the Consultant and Town have agreed to enter into an amendment, in substantially the form attached hereto as Exhibit "A" (the "Amendment"), to the Project Agreement for the provision of additional Services for the Project in the amount of $147,400.00, for a total Project cost of $506,272.21, consistent with the Consultant's Proposal attached hereto as Exhibit "B"; and

WHEREAS, pursuant to the CSA, the Town Commission desires to approve the Amendment to the Project Agreement in substantially the form attached hereto as Exhibit "A" for the provision of the additional Services for the Project in an amount not to exceed $147,400.00, for a total Project cost of $506,272.21, consistent with the Proposal attached hereto as Exhibit "B"; 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 Amendment to Project Agreement. The Town Commission hereby approves the Amendment to the Project Agreement in substantially the form attached hereto as Exhibit "A" and the Proposal attached hereto as Exhibit "B."

Section 3. Authorization. The Town Manager is hereby authorized to execute the Amendment to the Project Agreement, in substantially the form attached hereto as Exhibit "A," on behalf of the Town for the provision of the additional Services for the Project in an amount not to exceed $147,400.00, for a total Project cost of $506,272.21, consistent with the Proposal attached hereto as Exhibit "B."

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 and the Amendment to the Project Agreement.

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

PASSED AND ADOPTED this 10th day of October, 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

FIRST AMENDMENT TO PROJECT AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
THE CORRADINO GROUP, INC.

THIS FIRST AMENDMENT TO THE PROJECT AGREEMENT ("First Amendment") is entered into as of this __ of _____, 2023, by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation (the "Town"), and **THE CORRADINO GROUP, INC.**, a Florida for-profit corporation (the "Consultant").

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town entered into a Continuing Services Agreement with the Consultant for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, on November 15, 2022, the Town Commission adopted Resolution No. 2022-2948, approving a specific Project Agreement ("Project Agreement") with the Consultant to provide engineering building design and permitting services ("Services") for the Tennis Center Building Improvements Project (the "Project") in an amount not to exceed $358,872.21, consistent with the terms and conditions of the CSA; and

WHEREAS, due to an increase in the scope and complexity of the Project, the Consultant has provided the Town a Proposal attached hereto as Exhibit "A" for the provision of additional Services for the Project in the amount of $147,400.00, for a total Project cost of $506,272.21; and

WHEREAS, the Town and the Consultant desire to enter into this First Amendment to the Project Agreement for the provision of the additional Services for the Project in the amount of $147,400.00, consistent with the Proposal attached hereto as Exhibit "1"; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: [1]

1. **Recitals Adopted**. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Proposal Exhibit.** The Proposal attached hereto as Exhibit "A" is hereby added and incorporated as Exhibit "2" to the Project Agreement.

3. **Scope of Services.** Section 1, "Scope of Services," of the Project Agreement is hereby amended as follows:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services for the preparation of the **Surfside Tennis Center Reconstruction** for the Town (the "Services"), as further outlined in Exhibits "1" and "2" attached hereto.

***

4. **Compensation.** Section 4, "Amount, Basis and Method of Compensation," of the Project Agreement is hereby amended as follows:

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "B," "Consultant's Fees/Hourly Billing Rates," of the Continuing Services Agreement for Professional Engineering Services. Consultant shall be paid for services provided to a maximum not to exceed amount of ~~$358,872.21~~ $506,272.21, which is inclusive of $358,872.21 for the Services outlined in Exhibit "1" and $147,400.00 for the Services outlined in Exhibit "2."

***

5. **Contract Time.** Section 3, "Term/Time of Performance/Damage," of the Project Agreement is hereby amended as follows:

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

***

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~~ proposals attached and incorporated into this Agreement as Exhibits "1" and "2." 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.

***

6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Project Agreement, the terms and provisions of this First Amendment shall control.

7. **Project Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms and conditions in the Project Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By:_____
Hector Gomez, Town Manager

Date Executed: _____

Attest:

_____
Sandra McCready, MMC
Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

The Corradino Group, Inc., a Florida for-profit corporation

_____ By: _____

Print Name:_____ Name: _____

Title: _____

_____ Date Executed: _____

Print Name:_____

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

Sent via Email to hgomez@townofsurfsidefl.gov

September 5, 2023

Hector Gomez
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL. 33154

Dear Mr. Gomez:

It is our understanding that the Town of Surfside has requested an additional task work order proposal from The Corradino Group, Inc. for supplemental services related to the Surfside Tennis Center Improvements project. This additional scope of services is being supplemented to the original agreement dated December 19, 2022.

Enclosed please find our scope of services proposal with specific detailed tasks related to the additional architectural and engineering design services based on the overall building program for the new Surfside Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The Corradino Group appreciates this opportunity to submit this additional task work order proposal to the Town of Surfside. We look forward to providing the best Consultant Services possible to the Town. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

Sincerely,

Joseph M. Corradino, AICP
President
The Corradino Group, Inc.

4055 NW 97th AVE. • MIAMI, FL 33178
TEL: 305.594.0735
FAX: 305.594.07[illegible]
WWW.CORRADINO.CC

CONSULTING SERVICE AUTHORIZATION

Statement of Work (SOW)

TOWN P.O. NO._____ TOWN EXPENSE CODE_____

TITLE: Surfside Tennis Center Improvements- Additional Service Agreement Number Two

I. PROJECT DESCRIPTION:

The Consultant will provide additional architectural and engineering design services for the new Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The project involves a new 3 level building to replace the existing tennis office at the Veteran's Park and Tennis Center located on Harding Avenue between 87th Street and 88th Street. These additional services include additional architectural and engineering design services.

The Corradino Group, Inc. along with its subconsultants will provide these services as outlined in the below detailed scope of services. This additional scope of services is being supplemented to the original agreement dated December 19, 2022. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

II. SCOPE OF SERVICES:

1) Supplemental Architectural Design Services- Tennis Center

Our subconsultant, William Lane Architects, Inc. will be responsible for the supplemental architectural design services required due to the increase in scope, complexity, and value of the Surfside Tennis Center Building program as reflected in Exhibit Two and Exhibit Three of this additional service agreement.

The Surfside Tennis Center Improvements began as a building with an interior square footage of 4,340sf. As the design evolved during the schematic design phase the interior square footage has increased to 8,573 sf. Including the exterior spaces, the estimated cost of construction has increased from $2.8m to $5.8m. The initial architectural fee estimate was factored at 7% of construction cost.

Due to the increase in scope, complexity, and value we request additional design fees that are necessary for architectural and engineering services required to prepare construction documents for the proposed Surfside Tennis Center facility. A copy of the design documents and spreadsheets describing the initial contracted scope of services and related cost estimate of the project as initially proposed as well as the scope of services and cost estimate for the building program as currently designed is provided as Exhibit One and Exhibit Two.

2) Supplemental Structural Engineering Services- Tennis Center

Our subconsultant, Lakdas Yohalem Engineering, Inc. will be responsible for the supplemental structural engineering design services required due to the increase in scope, complexity, and value of the Surfside Tennis Center Building program as outlined in Exhibit One and Exhibit Two of this additional service agreement.

The proposed Surfside Tennis Center Building facility design now consists of reinforced masonry construction with columns and tie beams. The roof and 2nd-floor deck are to be constructed with a key joist and a concrete deck. The 2nd-floor deck and tennis court deck (2nd-floor roof deck) have extended cantilever slabs 25'-0 beyond column grid six and 10'-0 beyond column grid F, respectively, on the south and east sides. Also, the east side of the tennis courts has a screen roof over the cantilevered areas. The structure is to be on auger-cast piles with grade beams, and the 1st-floor slab is to be a reinforced concrete slab on grade beams.

The following are additional basis of scope for this task work order authorization.

- Note: This scope of services does not include design services related to the Veterans Park Phase II portion of the site. This scope of services also does not include preparation of design plans or permitting of site development parking lot and stormwater drainage plans, off-site roadway/civil engineering, intersection or road segment improvements. All these design related services including utility coordination and relocation services are not included. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.

- Note: This scope of services does not include bidding assistance and construction administrative services. These services will be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services does not include Subsurface Utility Exploration services. These services will be provided as an additional service as requested by the Town of Surfside.

- Note: The scope of services as part of the original agreement dated 12/19/22 included the initial design submittal plus up to one design plan revision based on one comprehensive set of government agency stakeholder review comments. Any additional design revisions and government agency permitting not already included will be provided as an additional service as requested by the Town of Surfside.

III. BUDGET:

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for a lump sum budget of **$147,400.00.**

IV. ANTICIPATED SCHEDULE:

The Corradino Group, Inc. will complete the task work order scope of services within **10 months** from the issuance of a Notice to Proceed by the Town of Surfside. This time of performance is contingent on getting the required information as previously noted.

V. ACCEPTANCE OF PROPOSAL

Surfside Tennis Center Improvements- Additional Service Agreement Number Two

Approved by:

TOWN OF SURFSIDE

Date: _____

By: _____
Hector Gomez, Town Manager

_____
(Witness)

_____
(Witness)

THE CORRADINO GROUP, INC.

Date: _____

By: _____
Joseph M. Corradino, President

_____
(Witness)

_____
(Witness)

EXHIBIT ONE

Town of Surfside Tennis Center Improvements Building Program (10/31/2022)

Town of Surfside Tennis and Fitness Center - 10/31/2022 - $2.8m					
			SF	Unit Cost	Cost
	Ground Floor				
		Tennis Reception	200	$400	$80,000
		Tennis Office	200	$400	$80,000
		Restrooms	400	$400	$160,000
		Storage	240	$400	$96,000
		Enclosed Elevator Lobby & Stairs	300	$400	$120,000
		Open Stairs	120	$250	$30,000
		Covered Open Area at Ground Level	4,200	$50	$210,000
		Total	5,660		
	Second Floor				
		Fitness Center	2,000	$400	$800,000
		Restrooms	400	$400	$160,000
		Enclosed Elevator Lobby & Stairs	300	$400	$120,000
		Open Stairs	120	$250	$30,000
		Covered Circulation Bridge	900	$300	$270,000
		Total	3,720		
	Upper Roof Deck				
		Two Pickleball Courts	4,340	$100	$434,000
		Enclosed Elevator Lobby & Stairs	300	$400	$120,000
		Open Stairs	120	$200	$24,000
		Circulation	1,000	$150	$150,000
		Total	5,760		
	Total Interior		4,340		
	Total Exterior		10,800		
	Total		15,140		$2,884,000
	Design Fee - Architect			7.00%	$201,880

Schematic Design	17%		$34,320	
Design Development	23%		$46,432	
Construction Documents	32%		$64,602	$145,354
Bidding and Negotiations	3%		$5,047	
Construction Administration	25%		$50,470	$55,517
Total	**100%**		**$200,871**	

EXHIBIT TWO

Town of Surfside Tennis Center Improvements Building Program (06/15/2023)

Town of Surfside Tennis and Fitness Center - 06/15/23 - $5.8					
			SF	Unit Cost	Cost
	Ground Floor				
		Tennis Reception	200	$500	$100,000
		Tennis Office	108	$500	$54,000
		Lobby	685	$500	$342,500
		Restrooms	420	$500	$210,000
		Storage	116	$500	$58,000
		Utility Room	235	$500	$117,500
		Elevator Lobby & Stairs	306	$500	$153,000
		Open Stairs	195	$250	$48,750
		Multi-purpose Room	1,460	$500	$730,000
		Covered Open Area	912	$150	$136,800
		Terraces	2,500	$150	$375,000
		Total	7,137		
	Second Floor				
		Fitness Center	3,385	$500	$1,692,500
		Restrooms	825	$500	$412,500
		Enclosed Elevator Lobby & Stairs	318	$500	$159,000
		Open Stairs	235	$250	$58,750
		Total	4,763		
	Upper Roof Deck				
		Two Pickleball Courts	5,095	$150	$764,250
		Shade areas	950	$250	$237,500
		Enclosed Elevator Lobby & Stairs	320	$500	$160,000
		Open Stairs	120	$200	$24,000
		Total	6,485		
	Total Interior SF		8,573		
	Total Exterior SF		10,327		
	Total		18,385		$5,834,050
	Design Fee - Architect			7.00%	$408,384

Schematic Design	17%		$69,425	
Design Development	23%		$93,928	
Construction Documents	32%		$130,683	$294,036
Bidding and Negotiations	3%		$12,252	
Construction Administration	25%		$102,096	$114,347
Total	**100%**		**$408,384**	

SURFSIDE TENNIS CENTER IMPROVEMENTS ADDITIONAL SERVICE AGREEMENT (ASA) NO.2 LABOR HOUR BREAKDOWN (REVISED)			
Consultant	**Services Provided**		**Total Basic Services Fee**
William Lane Architects, Inc.	Supplemental Architectural Design Services	2	$ 121,000.00
Lakdas Yohalem Engineering, Inc.	Supplemental Structural Engineering Design Services	3	$ 26,400.00
	Total Basic Services Fee		**$ 147,400.00**

MEMORANDUM

ITEM NO. 3I.

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

From: Hector Gomez, Town Manager

Date: October 10, 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.

During the September 2023 Town Commission meeting, the Town Commission voted to defer this item for an additional month in order to incorporate additional information within the proposal. The additional information is as follows:

- Provide further breakdown of every sub-task and a way to measure deliverables.
- Provide a monthly reporting procedure to ensure work billed is work performed to date.

Kimley Horn will provide a monthly report along with every invoice for the Town to track. Additionally, as part of the approved project management services, Kimley Horn is to provide a project schedule to assist in tracking deliverables. The additional information is provided with this proposal.

Resolution Approving Project Agreement with Kimley Horm for Design Engineering Services - Utilities Undergrounding Project.pdf

Attachment A - Kimley Horn Design Services Proposal.pdf

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 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

Kimley»Horn

September 29, 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. A tentative timeline is enclosed. Dates and durations are approximate and subject to change.

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. Monthly invoices will include a progress report describing the services performed as of the date of the invoice.

Area 1 – South – Design Services		
	Meter Locations	$ 40,808
	Record Information	$ 8,050
	Survey	$ 172,100
	Geotechnical Report	$ 15,685
	Utility Locates	$ 74,490
	Utility Provider Coordination	$ 64,620
	Base Map	$ 50,465
	30% Construction Documents	$ 104,535
	60% Construction Documents	$ 103,819
	90% Construction Documents	$ 91,498
	100% Construction Documents	$ 22,958
	Opinion of Cost	$ 10,472
Area 1 – South – Easement Assistance		$ 39,800
Area 1 – South – Permitting Assistance		
	Applications	$ 9,143
	Comment Response	$ 6,857
Area 1 – South – Bid Phase Services		$ 14,800

Area 2 – Central – Design Services	
Meter Locations	$ 40,808
Record Information	$ 8,050
Survey	$ 154,100
Geotechnical Report	$ 15,685
Utility Locates	$ 74,330
Utility Provider Coordination	$ 64,620
Base Map	$ 52,063
30% Construction Documents	$ 111,267
60% Construction Documents	$ 107,398
90% Construction Documents	$ 101,484
100% Construction Documents	$ 25,222
Opinion of Cost	$ 10,473
Area 2 – Central – Easement Assistance	$ 37,500
Area 2 – Central – Permitting Assistance	
Applications	$ 78,943
Comment Response	$ 6,857
Area 2 – Central – Bid Phase Services	$ 14,800
Area 3 – North – Design Services	
Meter Locations	$ 27,205
Record Information	$ 8,050
Survey	$ 115,700
Geotechnical Report	$ 15,685
Utility Locates	$ 40,405
Utility Provider Coordination	$ 64,620
Base Map	$ 37,849
30% Construction Documents	$ 97,684
60% Construction Documents	$ 93,750
90% Construction Documents	$ 55,466
100% Construction Documents	$ 12,013
Opinion of Cost	$ 10,473
Area 3 – North – Easement Assistance	$ 88,000
Area 3 – North – Permitting Assistance	
Applications	$ 9,143
Comment Response	$ 6,857
Area 3 – North – Bid Phase Services	$ 14,800
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

Enclosure

Tentative Timeline - Design

Area 1 - South

Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Utility Provider Coordination											
Data Collection											
Easement Acquisition											
			Construction Documents								
								Permitting Assistance			
										Bid Phase Services	

Utility Provider Coord.	**$64,620**	**Construction Documents**		**Permitting Assistance**	**Bid Phase** **$14,800**
Data Collection		Utility Locates	$74,490	App. $9,143	
Meter Locations	$40,808	Base Map	$50,465	Comment $6,857	
Record Information	$8,050	30% Construction Doc.	$104,535		
Survey	$172,100	60% Construction Doc.	$103,819		
Geotechnical Report	$15,685	90% Construction Doc.	$91,498		
Easement Assistance	**$39,800**	100% Construction Doc.	$22,958		
		Opinion of Cost	$10,472		
				Total	**$830,100**

Tentative Timeline - Design

Area 2 - Central

Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Utility Provider Coordination														
Data Collection														
Easement Acquisition														
			Construction Documents											
								Permitting Assistance						
													Bid Phase Services	

Utility Provider Coord.	**$64,620**	**Construction Documents**		**Permitting Assistance**		**Bid Phase**	**$14,800**
Data Collection		Utility Locates	$74,330	App.	$78,943		
Meter Locations	$40,808	Base Map	$52,063	Comment	$6,857		
Record Information	$8,050	30% Construction Doc.	$111,267				
Survey	$154,100	60% Construction Doc.	$107,398				
Geotechnical Report	$15,685	90% Construction Doc.	$101,484				
Easement Assistance	**$37,500**	100% Construction Doc.	$25,222				
		Opinion of Cost	$10,473				
				Total	**$903,600**		

Tentative Timeline - Design

Area 3 - North

Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Utility Provider Coordination										
Data Collection										
Easement Acquisition										
			Construction Documents							
							Permitting Assistance			
									Bid Phase Services	

Utility Provider Coord.	**$64,620**	**Construction Documents**		**Permitting Assistance**		**Bid Phase**	**$14,800**
Data Collection		Utility Locates	$40,405	App.	$9,143		
Meter Locations	$27,205	Base Map	$37,849	Comment	$6,857		
Record Information	$8,050	30% Construction Doc.	$97,684				
Survey	$115,700	60% Construction Doc.	$93,750				
Geotechnical Report	$15,685	90% Construction Doc.	$55,466				
Easement Assistance	**$88,000**	100% Construction Doc.	$12,013				
		Opinion of Cost	$10,473				
				Total	**$697,700**		

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. 4A1.

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

From: Hector Gomez, Town Manager

Date: October 10, 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.

After providing this proposed ordinance change as first reading to the Town Commission during the September 2023 General Town Commission meeting, no changes have been made during second reading. The no cost impact statement prepared by the Pension Board's actuary is attached, as Attachment A.

Pension Ordinance - DROP Extension Non-Union.docx

Attachment A- Actuarial Impact Statement.pdf

ORDINANCE NO. 2023 - _____

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.

WHEREAS, the Town of Surfside ("Town") sponsors a defined benefit retirement plan for employees of the Town (the "Retirement Plan"); and

WHEREAS, the Pension Board periodically reviews the Retirement Plan along with amendments adopted by other public retirement systems around the state;

WHEREAS, the Pension Board discussed and approved recommendations based on impact studies by the Pension Board's actuary; and

WHEREAS, the Town Commission finds that the adoption of these Code amendments to the Retirement Plan are in the best interests of the Town and its employees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:[1]

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

[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 ~~strikethrough~~ and double underline.

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.

A deferred retirement option plan ("DROP") is hereby created as follows:

(1) *Eligibility*. A member of the plan who reaches normal retirement age shall be eligible to participate in the DROP ("eligible member"). An eligible member may participate in the DROP for a maximum of 60 months from the date the member reaches his or her normal retirement date. Anything herein to the contrary notwithstanding, if an eligible member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the eligible member shall have 60 days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of 60 months. Effective October 1, 2022, the maximum period of DROP participation shall be 72 months for sworn law enforcement officers and communications operators. Effective October 1, 2023, the maximum period of DROP participation shall be 72 months for general and senior management members, including current DROP participants, who are not members of a collective bargaining unit.

* * *

Section 3. **Conflicts**. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. Severability. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 5. Codification. It is the intention of the Town Commission that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This ordinance shall become effective upon adoption at second reading.

PASSED on first reading this ___ day of _____ 2023.

PASSED and **ADOPTED** on second reading this _____ day of _____ 2023.

First Reading:
Motion by: _____
Second by: _____

Second and Final Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
Commissioner Fred Landsman ____
Commissioner Marianne Meischeid ____
Commissioner Nelly Velasquez ____
Vice Mayor Jeffrey Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

September 25, 2023

Ms. Mayte Gamiotea
Pension Administrator
Retirement Plan for Employees of the
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154-3009

Re: Retirement Plan for Employees of the Town of Surfside
Actuarial Impact Statement

Dear Mayte:

As requested, we have performed an actuarial review of the attached proposed Ordinance.

Based upon our review, the proposed Ordinance:

1. Amends Section 2-193 to extend the maximum DROP participation period to 72 months for general and senior management members, including current DROP participants, who are not members of a collective bargaining unit.
2. Repeals all Ordinances or parts of Ordinances in conflict herewith.
3. Provides for severability.
4. Provides for codification.
5. Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2022 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under State funding requirements.

If you should have any question concerning the above, please do not hesitate to contact us.

Sincerest regards,
Gabriel, Roeder, Smith & Company

Jennifer Borregard

Jennifer M. Borregard, E.A.
Consultant and Actuary

Enclosure

cc: Ms. Yamileth Slate-McCloud
Adam Levinson, Esq.

ORDINANCE NO. 2023 - ____

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.

WHEREAS, the Town of Surfside ("Town") sponsors a defined benefit retirement plan for employees of the Town (the "Retirement Plan"); and

WHEREAS, the Pension Board periodically reviews the Retirement Plan along with amendments adopted by other public retirement systems around the state;

WHEREAS, the Pension Board discussed and approved recommendations based on impact studies by the Pension Board's actuary; and

WHEREAS, the Town Commission finds that the adoption of these Code amendments to the Retirement Plan are in the best interests of the Town and its employees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:[1]

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

[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 ~~strikethrough~~ and double underline.

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.

A deferred retirement option plan ("DROP") is hereby created as follows:

(1) *Eligibility*. A member of the plan who reaches normal retirement age shall be eligible to participate in the DROP ("eligible member"). An eligible member may participate in the DROP for a maximum of 60 months from the date the member reaches his or her normal retirement date. Anything herein to the contrary notwithstanding, if an eligible member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the eligible member shall have 60 days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of 60 months. Effective October 1, 2022, the maximum period of DROP participation shall be 72 months for sworn law enforcement officers and communications operators. Effective October 1, 2023, the maximum period of DROP participation shall be 72 months for general and senior management members, including current DROP participants, who are not members of a collective bargaining unit.

* * *

Section 3. **Conflicts**. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. Severability. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 5. Codification. It is the intention of the Town Commission that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This ordinance shall become effective upon adoption at second reading.

PASSED on first reading this ___ day of _____ 2023.

PASSED and **ADOPTED** on second reading this _____ day of _____ 2023.

First Reading:
Motion by: _____
Second by: _____

Second and Final Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
Commissioner Fred Landsman ____
Commissioner Marianne Meischeid ____
Commissioner Nelly Velasquez ____
Vice Mayor Jeffrey Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

109
110 _____
111 Weiss Serota Helfman Cole & Bierman, P.L.
112 Town Attorney

MEMORANDUM

ITEM NO. 4A2.

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

From: Hector Gomez, Town Manager

Date: October 10, 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 Planning and Zoning Board, at their September meeting, recommended approval of this ordinance.

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 c oin 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.
The Planning and Zoning Board, at their September meeting, recommended approval of this ordinance.

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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Section 90-41 of the Code regulates permitted uses within the Town's zoning districts; and

WHEREAS, 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; and

WHEREAS, the current Code limitations on games of skill prohibit arcade and other media games that are popular with adolescents and the public, and restrict the ability for a retail establishment to provide such games; and

WHEREAS, the Town Commission finds that decoupling amusement devices from liquor establishments may contribute to the Town's unique cultural, retail, and dining experience, and may compliment a variety of uses that are vital to the Town's residents, economy, and tourism industry; and

WHEREAS, the Town Commission desires to permit coin-operated and credit-operated amusement devices and arcades, but not limit them to establishments that serve liquor; and

WHEREAS, at a regular meeting of the Town Commission held on August 8, 2023, the Town Commission directed the Town Manager to present an ordinance permitting coin-or credit-operated amusement devices; and

WHEREAS, the Town Commission held its first public hearing on September 12, 2023 and, having complied with the notice requirements in the Florida Statutes, _____ the proposed amendments to the Code, and directed the Town Manager to publish a notice of zoning in progress regarding the provisions of this Ordinance; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on _____, 2023 with due public notice and input, and recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 90-41. - "Regulated Uses" of the Code, is hereby amended as follows[1]:

Sec. 90-41. Regulated Uses.

* * *

(c) *Table—Regulated uses.*

[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.

55 * * *
56

	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 and credit operated machines, amusement devices; 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)

* * *

Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

(d) Uses table notes.

* * *

(15) Coin and credit operated machines for dispensing goods or services are permitted, except that washing machines, dryers and other laundry-related equipment are prohibited. An Arcade is 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 are permitted which may be construed as gambling under state law~~, but coin-operated games of skill are permitted within establishments solely dispensing liquor, for consumption on the premises only; provided, however, that not more than three such games of skill are permitted in any such establishment, and that such~~ and no permitted games shall ~~not~~ be used for wagering~~, nor for~~ but may result in the awarding of prizes ~~of any value~~ up to $50 in value.

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 ___ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
Commissioner Fred Landsman ____
Commissioner Marianne Meischeid ____
Commissioner Nelly Velasquez ____
Vice Mayor Jeffrey Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

_____
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: October 10, 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. The Planning and Zoning Board, at their September meeting recommended approval of the ordinance with the exemption language stricken at first reading. The Board would prefer for the Town Commission to have the ability to approve a desired use.

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.

The original proposed legislation included provision for a special exemption to allow projects exceeding the maximum lot area and lot width and to modify setbacks. The Commission on first reading deleted the special exemption provisions. Those changes are included as strike

through language in the ordinance before you. the Planning and Zoning Board recommended that the stricken language be restored to the ordinance to allow the Town Commission the option to approve a desired use.

Ordinance To Preserve SD-B40 Neighborhood - Second Reading Version.DOCX

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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, the Town 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; and

WHEREAS, the character of the SD-B40 district has been historically associated with that of neighborhood serving small businesses; and

WHEREAS, developers of larger properties through property aggregation can enable large-scale retail establishments that can accommodate retail or restaurant choices that may conflict with the small town character of the SD-B40 district; and

WHEREAS, although SD-B40 does not permit residential development, 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; and

WHEREAS, the setbacks for SD-B40 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; and

WHEREAS, the Town Commission wishes to protect the neighborhood serving small business and commercial character of the Town's historic SD-B40 district; and

WHEREAS, Section 90-49 of the Code provides lot standards for the Town's Zoning Districts; and

WHEREAS, in order to protect the integrity and character of the SD-B40 district, the Town Commission finds that the maximum lot area and maximum lot width in the SD-B40 district should be restricted generally~~, with development of property exceeding the maximum lot area and maximum lot width permitted only to 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~~; and

WHEREAS, 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 Commission 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; and

WHEREAS, at a special meeting of the Town Commission held on May 10, 2023, the Town Commission directed the Town Planner and Town Attorney to present an ordinance addressing the standards for properties in the SD-B40 district; and

WHEREAS, the Town Commission held its first public hearing on September 12, 2023 and, having complied with the notice requirements in the Florida Statutes, approved the proposed amendments to the Code, subject to the deletion of the special exception procedures; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on September 28, 2023 with due public notice and input, and recommended approval of the proposed amendments to the Code, provided that the special exception procedures are reincorporated in the Ordinance; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Sections 90-45. – "Setbacks" and 90-49. – "Lot Standards," are hereby amended as follows:

Sec. 90-45. Setbacks.

***

(b) *Setbacks.*

[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.

(1) *Required setbacks—Tables.* The following tables shall be utilized for structures in the H30C, H40, H120, and SD-B40 zoning districts.

* * *

SD-B40	**Maximum Setback (Feet)**
Primary frontage	0 FT
Interior side[1]	0 FT
Rear	0 FT
Secondary frontage (Corner only)	0 FT

* * *

[1] Required setbacks for development undertaken pursuant to Chapter 2023-17, Laws of Florida, also known as the "Live Local Act" codified in Section 166.04151, Florida Statutes, shall be as required for the H120 district for any portion of the structure above the 40 feet maximum height in the SD-B40 district~~, except where reduced by special exception approval by the Town Commission after a public hearing~~.

* * *

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%	-	-	-
Maximum lot area						5,000 sq ft**		
Maximum lot width						50 ft**		

* Homes with a maximum height of 22 feet that do not exceed one habitable story may provide up to 50 percent lot coverage. A single-story home exceeding 40 percent lot coverage shall not be altered to provide a second story unless the lot coverage is reduced to a maximum 40 percent.

~~** Any development exceeding the maximum lot area of 5,000 square feet or the maximum lot width of 50 feet shall require approval of a special exception by the Town Commission to evaluate any potential adverse impacts to the SD-B40 district. In evaluating a request for special exception approval to exceed the maximum lot area~~

~~and/or lot width, the Town Commission shall consider whether the proposed development:~~

~~a. May have an adverse impact on the unique neighborhood and commercial character of the historic SD-B40 district;~~

~~b. May have an adverse impact on pedestrian or vehicular congestion within Town rights-of-way; and~~

~~c. May generate or result in excessive noise or traffic, cause undue or excessive burden on public facilities, including water, sewer, solid waste disposal, recreation, transportation, streets, roads, highways or other such facilities which have been constructed or which are planned and budgeted for construction, potential for fire, and destabilization of the commercial pattern in the area.~~

~~Upon one or more findings that any of the above are true, and that neither the application or reasonable conditions can mitigate such findings, the Town Commission may deny the special exception.~~

* * *

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 and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

MEMORANDUM

ITEM NO. 4B1.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Creation of New Capital Improvement Projects Chapter within the Town Code**

The Town Administration recommends adoption of the proposed ordinance which creates a new Capital Improvement Projects Chapter within the Town Code.

Background/Analysis:

The Town of Surfside is currently undertaking a series of infrastructure and facilities projects that fall under the category of Capital Improvement Projects (CIP). These projects are presently managed by the Public Works Department, either through consultants contracted via Request for Professional Services or from a pool of engineering firms. However, this approach can lead to inefficiencies and increased costs, particularly as project scopes evolve during the design phase to better align with project needs. To optimize cost management and ensure comprehensive planning across ongoing projects and those anticipated within the next five years, the Town Manager proposes the establishment of a new department.

By creating this new department, the Town aims to consolidate project management efforts under a single Town resource. While recognizing that the Public Works Department has diverse responsibilities but limited resources, the new department would enhance effectiveness in overseeing costs and undertaking holistic planning for the diverse array of projects.

Budget Impact Clarification:

Implementing this new department will result in budgetary implications, which the Town intends to address in Fiscal Year 2024. The primary anticipated expense is related to the recruitment and hiring of a dedicated Capital Improvement Projects Director.

Implementation of New Chapter:

The progression of this department requires amendments to the Town Code, necessitating the

adoption of a new Chapter 73. This chapter will outline the department's purpose, the approach to the CIP program, and the methodologies for budgeting associated with this initiative. Drawing insights from comparable municipal codes, the Town has identified key components for incorporation into this new chapter. Specifically, it will encompass provisions for the Town's Capital Improvement Plan, Capital Improvement Budget, as well as general requisites falling within the purview of the Capital Improvement Projects Department's management.

Upon the successful adoption of this new chapter into the Town's Code, the subsequent steps will involve recruiting a capable Capital Improvement Projects Director to oversee the department's activities. With plans to initiate the recruitment process in October of 2023, the Town remains committed to advancing this essential development.

Ordinance Creating Capital Improvement Projects Department

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING CHAPTER 73, "CAPITAL IMPROVEMENT PROJECTS DEPARTMENT", PROVIDING FOR A DEFINITION OF TOWN "CAPITAL IMPROVEMENT PROJECT"; PROVIDING FOR FUNCTIONS OF THE DEPARTMENT, PLANNING, BUDGETING AND IMPLEMENTATION; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Section 17 of the Charter provides that the Town of Surfside ("Town") Commission may create new departments by ordinance; and

WHEREAS, the Town Commission desires to create and include in the Town's Code of Ordinances (the "Code"), as Chapter 73 "Capital Improvement Projects Department" ("Department"), and provide for definitions, the functions of the Department, budgeting and implementation Town capital improvement projects; and

WHEREAS, it is the intent of the Town to proactively enhance its infrastructure development, and overall community well-being, through effective management and execution of capital improvement projects; and

WHEREAS, the Town acknowledges the integral role that public capital improvements play in shaping the Town's growth and prosperity, recognizing that these initiatives constitute a significant portion of all public expenditures within the Town's jurisdiction; and

WHEREAS, the Town aspires to establish a comprehensive and strategic approach to the planning, budgeting, and implementation of various capital improvement projects, with the Department under the oversight of the Town Manager and/or a newly appointed designee or director; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS[1]:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

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

Section 2. Town Code Adopted. Chapter 73 of the Town Code "Capital Improvements Projects Department" is hereby created to read as follows:

CHAPTER 73. CAPITAL IMPROVEMENT PROJECTS DEPARTMENT.

Sec. 73-1. Purpose.

The Town of Surfside recognizes that the progress and direction of community development are intricately linked to public capital improvements. These improvements represent a significant portion of the Town's expenditures, underscoring the need for strategic planning. The Town wishes to provide for the efficient preparation, budgeting, and integration of numerous public capital projects within a comprehensive program.

Sec. 73-2. Creation of a Capital Improvement Projects Department; Functions.

The Capital Improvement Projects Department is hereby established, under the supervision and coordination of the Town Manager and/or director appointed by the Town Manager, to implement and manage capital improvement projects. The functions of the Department shall include, but not be limited to:

a) Administration and management of capital improvement and infrastructure projects for the Town;

(b) Identification of capital improvement and infrastructure projects and equipment purchases for the Town;

(c) Propose and implement capital improvement plan(s);

(d) Planning and implementation schedule for such projects, including a timetable for construction and completion of projects, under the direction of the Town Manager and/or director;

(e) Forecasting or planning for future development and growth within the Town, including facilities, utilities, infrastructure and equipment programs for implementation of the plans;

(f) Solicitation, compilation and evaluation of new projects requests;

(g) Evaluation of previously approved, unimplemented or incomplete projects;

(h) Prioritization of projects;

(i) Assist with the development of financing plans or options for the projects; and

(j) Monitoring and management of existing projects.

Sec. 73-3. Definitions.

As used in this Chapter 73, the following terms shall have the following meanings:

(a) *Capital Improvement Project(s).* "Capital Improvement Project(s)" means a planned undertaking of the Town that leads to the acquisition, construction, or extension of the useful life of capital assets. Capital assets include things such as land, buildings, parks, streets, utilities, and other items of value from which the community derives benefit. To constitute a capital improvement project, the project must:

1. Have a useful life of more than ten years.

2. Be a one-time outlay, which is non-recurring in nature.

3. Add to, enhance the value of, or extend the life of the Town's physical assets.

4. Major equipment purchases must be associated with a Capital Improvement Project and must meet the criteria in item 1 above in order to be included as a Capital Improvement Project.

Any project which meets the definition of a Capital Improvement Project must be included in the Capital Improvement Plan, regardless of funding source.

5. Excluded from the definition of Capital Improvement Projects are:

i. Town vehicular equipment purchases. Fleet appropriations are to be considered within the operating budget.

ii. Expenditures for repair, maintenance, supplies and materials or replacement items which shall be budgeted as operating items.

(b) *Capital Improvement Plan.* The Capital Improvement Plan (CIP) is a comprehensive five-year plan of proposed capital improvement projects, updated annually, intended to identify and balance the capital needs of the community within the fiscal capabilities and limitations of the Town budget.

(c) *Capital Improvement Plan Budget.* Capital Improvement Plan Budget shall be submitted annually with the Town Annual Budget and is the first year of the Capital Improvement Plan.

Sec. 73-4. Capital Improvement Plan and Capital Improvement Plan Budget; Contents.

(a) *Capital Improvement Plan.* The overall Capital Improvement Plan is formulated to reflect Town's capital priorities and needs for the ensuing five-year period. The Capital Improvement Plan shall include a brief summary of each project with sufficient detail to define the basic scope of the project and show the proposed level of funding and the timing thereof for the various stages of each project, including the date of inception of the project. Each project shall include the projected comprehensive budget necessary to complete the project in its entirety, all prior funds appropriated by the Town or otherwise received for or contributed to

the project and anticipated funding by source from all anticipated sources on a project-by-project basis. For each project included in the CIP, the funding source and amount of funding for the anticipated post-construction operation costs shall also be included. Years two through five of the plan may be subject to change as emergencies arise or projects are delayed by circumstances beyond the Town's control, including removal of projects from the CIP or delayed from the CIP or the scope or budget of such project substantially changed. The annual focus primarily will be on the fifth year of the plan as new projects are added.

(b) *Capital Improvement Plan Budget.* The Capital Improvement Plan Budget is the first year of the Capital Improvement Plan. The Capital Improvement Plan Budget shall be adopted annually as a separate budget or a separate section within the annual budget to be known as the "Capital Improvement Plan Budget" separate and apart from the operating budget of the Town or any other budget required by law.

Sec. 73-5. Preparation and submission of the Capital Improvement Plan Budget.

On or before July 1 of each year, the Capital Improvement Projects Department shall meet with all departments of the Town to develop a proposed Capital Improvements Plan Budget for the succeeding fiscal year. The Town Manager shall submit the proposed Capital Improvements Plan Budget to the Town Commission in conjunction with the submission of the annual budget.

Sec. 73-6. Progress and Closure of Capital Improvement Projects.

Progress of Capital Improvement Projects is to be tracked by the Town Manager's and/or Department Director. The Town Manager may hire a Director to assist in the implementation and oversight of the Department.

Section 3. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 4. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this ___ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

MEMORANDUM

ITEM NO. 4B2.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Update to Water Shortage Regulations Section of the Town Code to be Consistent with Miami-Dade County and South Florida Water Management District**

Town Administration recommends approval of the proposed ordinance to be consistent with Miami-Dade County Code and in compliance with South Florida Water Management District (SFWMD) based on their letter dated July 20, 2023. Refer to **Attachment A** - *South Florida Water Management District Letter dated July 20, 2023.*

The South Florida Water Management District (SFWMD) notified the Town of Surfside (**Attachment A** - *SFWMD Letter dated July 20, 2023*) that in March of 2023 Miami-Dade County has updated their Permanent Landscape Irrigation Restriction, which can be found in Chapter 32, Article I, Sec 32-8.2 of their Code (**Attachment B** - *Sec. 32.8.2 - Permanent year-round landscape irrigation restrictions).* The County's updates include provisions that comport with Chapter 40E-24, Florida Administrative Code. These newly adopted revisions apply to the entire County. Therefore, relevant Town Code sections need to be updated, specifically Chapter 78 - Utilities, Article VI of the Town Code which regulates Water Shortage. T he intent and purpose of this article is to protect the water resources of the Town from the harmful effects of overutilization during periods of water shortage and allocate available water supplies by assisting the SFWMD in the implementation of its water shortage plan. In order to be consistent with the County's latest updates, Town Code Chapter 78 - Utilities, Article VI needs to be updates as well.

The Town administration has elected to rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance but provide enforcement locally either with or without adopting a formal resolution. Key revisions include:

- First violation penalty
- Permanent year-round water shortage declaration and landscape irrigation restrictions
- Town Code Enforcement jurisdiction

Ordinance Amending Section 78-100 Adopting Enforcement of MDC 32-8.2 TAv2.DOCX

Attachment A - SFWMD Letter dated July 20 2023

Attachment B - Sec. 32.8.2 - Permanent year round landscape irrigation restrictions

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VI. - "WATER SHORTAGE REGULATIONS" OF CHAPTER 78 - "UTILITIES," OF THE TOWN'S CODE OF ORDINANCES TO INCORPORATE APPLICABLE MIAMI-DADE COUNTY PERMANENT YEAR-ROUND LANDSCAPE IRRIGATION RESTRICTIONS AND PROVIDE FOR ENFORCEMENT BY THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law and to implement municipal goals and objectives for the general health, safety and welfare of the Town residents and occupants; and

WHEREAS, on July 20, 2023, the South Florida Water Management District ("District") notified the Town that Miami-Dade County (the "County") revised Section 32-8.2 of the County Code of Ordinances to strengthen and update permanent year-round landscape irrigation restrictions (the "Irrigation Ordinance"); and

WHEREAS, the County's Irrigation Ordinance sets forth the minimum standards for landscape irrigation within the incorporated and unincorporated areas of the County, among other things, and is applicable to the Town; and

WHEREAS, the Irrigation Ordinance specifically provides that landscape irrigation restrictions "shall apply to both the incorporated and unincorporated areas of the County…and in the incorporated areas of the County shall be enforced by the

municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in th[e] [Irrigation Ordinance] within that municipality"; and

WHEREAS, as part of the District's notification on July 20, 2023, the District notified the Town that not all provisions of the County's Irrigation Ordinance were self-executing, and requested that the Town identify whether it would be (1) formally adopting its own landscape irrigation regulations; (2) relying on the County's Irrigation Ordinance, but requesting County enforcement by letter from an authorized Town representative; (3) relying on the County's Irrigation Ordinance, but requesting that County enforcement by adoption of a formal resolution; or (4) relying on the County's Irrigation Ordinance and providing enforcement through Town police or code enforcement officers; and

WHEREAS, the Town desires to amend Section Article VI. - "Water Shortage Use Regulations", of Chapter 78 - "Utilities", to formally adopt and incorporate the County's Irrigation Ordinance, as may be amended from time to time, and provide for local enforcement through the Town's police and/or code enforcement officers, as applicable; and

WHEREAS, the Town Commission held its first public hearing on October 10, 2023, and, having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Article VI. - "Water Shortage Use Regulations" of Chapter 78 - "Utilities," of the Town's Code of Ordinances is hereby amended as follows:

Chapter 78 - UTILITIES

ARTICLE VI. - WATER ~~SHORTAGE~~ USE REGULATIONS

Section 78-100. Intent and purpose.

It is the intent and purpose of this article to protect the water resources of the town from the harmful effects of overutilization, including during periods of water shortage and to allocate available water supplies by assisting the South Florida Water Management District in the implementation of its water shortage plan.

* * *

Section 78-102. Application of article.

That the provisions of this article shall apply to all persons using the water resources within the geographical areas of the town, including water resources subject to ~~the~~ a "water shortage" or "water shortage emergency," as determined by the district, whether from public or privately owned water utility systems, private wells or private connections with surface water bodies. This article shall not apply to persons using treated effluent or saltwater.

* * *

Section 78-104. ~~Declaration of water shortage; water shortage emergency~~ Water Use Regulations.

(a) *Declaration of Water Shortages.* That the declaration of a water shortage or water shortage emergency within all or any part of the town by the governing board or the executive director of the district shall invoke the provisions of this article. Upon such declaration all water use restrictions or other measures adopted by the district applicable to the Town of Surfside, or any portion thereof, shall be subject to enforcement action pursuant to this article. Any violation of the provisions of Chapter 40E-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this article.

(b) *Permanent year-round landscape irrigation restrictions*. The town hereby incorporates and adopts and shall enforce the requirements set forth in section 32-8.2, "Permanent Year-round Landscape Irrigation Restrictions," of the Miami-Dade County Code of Ordinances, as may be amended from time to time. The provisions of the section

shall apply to all users within the town of any water resource within the county, whether from publicly or privately owned water utility systems, private wells, or private connections with surface water bodies.

Section 78-105. Enforcement.

Every police officer or ~~sheriff~~ code enforcement officer having jurisdiction in the area governed by this Article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this article. In addition, the town manager may also delegate enforcement responsibility for this article to agencies and departments of the Town of Surfside government, or cities in the service areas governed by this article, in accordance with state and local law.

Section 78-106. Penalties.

That violation of any provision of this article shall be subject to the following penalties:

First violation	$250.00
Second and subsequent violations	Fine not to exceed $500.00 and/or imprisonment in the county jail not to exceed 60 days

Each day in violation of this article shall constitute a separate offense. In the initial stages of a water shortage or water shortage emergency, law enforcement officials may provide violators with no more than one written warning. The town, in addition to the criminal sanctions contained herein, may take any other appropriate legal action, including but not limited to emergency injunctive action, to enforce the provisions of this article.

* * *

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 and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

July 20, 2023

Hector Gomez
Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154-3009

Subject: Protecting South Florida's Water Resources
Water Conserving Landscape Irrigation Ordinances

Dear Manager Gomez:

With South Florida's growing demands for water, it's especially important that we work closely together to properly manage and conserve our precious water resources. Implementing water conservation measures promotes efficient water use and decreases water waste.

Since February 2020, the South Florida Water Management District ("District") has been engaged in an initiative to have all local governments within its jurisdiction, including those in Miami-Dade County, adopt permanent local year-round irrigation ordinances that comport with the District's Year-round Landscape Irrigation Conservation Measures ("Year-Round Irrigation Rule") contained in Chapter 40E-24, Florida Administrative Code ("F.A.C."). The District's Year-Round Irrigation Rule is a year-round measure that restricts the times and number of days landscape irrigation is allowed.

Several municipalities in Miami-Dade County have previously indicated a desire to utilize or want to be consistent with Miami-Dade County's irrigation ordinance. In March of 2023, Miami-Dade County ("County") updated their Permanent Landscape Irrigation Restrictions, which can be found in Chapter 32, Article I, Sec 32-8.2, of their County Code (copy attached). The County's updates include provisions that comport with Chapter 40E-24, F.A.C. These newly adopted revisions apply to the entire county (unincorporated and incorporated areas), contain variance (Alternative Method of Compliance) provisions, and address local enforcement of the County codes. The District's preference is for each local government to adopt their own year-round landscape irrigation ordinance equivalent to or more stringent than the County's.

However, if a municipality prefers to rely on the County's ordinance, not all provisions of the County's ordinance are self-implementing. For instance, the provision regarding enforcement (County Code [Sec 32-8.2(a)]) states:

> *"…in the unincorporated areas of the County shall be enforced as described in section 32-8.2(e), in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in this section within that municipality. Any municipality may establish and enforce its own ordinance provided such ordinance is equivalent to or more stringent than the provisions of this section."*

Identifying the responsibilities of each entity involved ensures irrigation restrictions are comprehensively addressed and applied consistently countywide. At this time, the District is seeking to ascertain which of the below options your municipality may elect to utilize regarding the restriction of landscape irrigation year-round within your incorporated boundaries:

a. Adoption of your own year-round landscape irrigation ordinance equivalent to or more stringent than the County's; or
b. Rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance and enforcement with **submittal of a letter** from an authorized representative to the County requesting the County enforce the ordinance within your jurisdiction; or
c. Rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance and enforcement with **adoption of a resolution** requesting the County to enforce the ordinance within your jurisdiction; or
d. Rely on Miami-Dade's Permanent Landscape Irrigation Restrictions ordinance but provide enforcement locally either with or without adopting a formal resolution to do so.

As part of each of these options, water conservation education and outreach are necessary components to ensure irrigation is effectively applied when needed, produces healthy landscape and results in the sustainable use of the water resources. Following Miami-Dade County's irrigation ordinance will: (1) increase water use efficiency; (2) prevent and curtail wasteful irrigation practices; (3) prohibit the operation of irrigation systems in a manner causing water to be wasted; and (4) allow for consistent messaging so that residents understand and comply with all irrigation requirements. The District will assist municipalities in adoption and implementation of mandatory year-round landscape irrigation conservation measures, as well as partner in water conservation education and outreach.

We look forward to working with you and your staff to help put consistent rules and ordinances in place across South Florida so that residents clearly understand and comply with all irrigation requirements. The District requests that you please respond to this letter by August 15th, 2023 with which option above your municipality intends to pursue.

If you have any questions or would like to discuss how we can assist, please contact me at melsner@sfwmd.gov or (561) 682-6156; or Jim Harmon, the District's Water Conservation Supervisor, at jharmon@sfwmd.gov or (561) 682-6777.

Sincerely,

Mark E. Elsner, P.E.
Water Supply Bureau Chief

ME/jh

Attachment: Miami Dade County Code, Chapter 32, Article I, Sec 32-8.2

c: Patrick Martin, Miami-Dade Water and Sewer Department
Armando Vilaboy, South Florida Water Management District

Sec. 32-8.2. Permanent year-round landscape irrigation restrictions.

(a) *Intent and purpose.* To protect the water resources of Miami-Dade County, Florida (County) from the harmful effects of overutilization, increase water use efficiency and prevent and curtail wasteful water use practices by providing mandatory year-round landscape irrigation conservation measures and prohibiting the operation of irrigation systems in a manner causing water to be wasted and to be consistent with the South Florida Water Management District's (District Governing Board) mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.). This program provides a minimum standard and shall apply to both the incorporated and unincorporated areas of the County, and in the unincorporated areas of the County shall be enforced as described in Section 32-8.2(e), and in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in this section within that municipality. Any municipality may establish and enforce its ordinance provided such ordinance is equivalent to or more stringent than the provisions of this section.

(b) *Definitions.* In constructing the provisions of this section, the following definitions shall apply:

(1) *Address* shall mean the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even- numbered."

(2) *Athletic play area* shall mean all golf course fairways, tees, roughs and greens and other athletic play surfaces; including, football, baseball, and soccer fields, polo grounds, tennis courts, or lawn bowling fields, and rodeo, equestrian and livestock arenas.

(3) *Director* shall mean the Director of the Miami-Dade Water and Sewer Department or its successor agency.

(4) *District Governing Board* shall mean the South Florida Water Management District, a government entity; created under Chapter 373, F.S.

(5) *Even-numbered address* shall mean an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address or the letters A—M.

(6) *Existing landscaping* shall mean any landscaping that has been planted and in the ground for more than ninety (90) consecutive days.

(7) *Irrigation* shall mean the application of water by means other than natural precipitation.

(8) *Irrigation systems* shall mean equipment and devices which deliver water to the landscaping being irrigated including, but not limited to, pumping stations, controls, main and submain pipelines, lateral pipelines, emitters, valves, fittings, and safety devices.

(9) *Landscaping* shall mean shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas.

(10) *Landscape Irrigation* shall mean the outside watering of landscaping except athletic play areas as defined herein.

(11) *Low-volume Hand Watering* shall mean the watering of landscaping by one person, with one hose, fitted with a self-canceling or automatic shutoff nozzle.

(12) *Low-volume Irrigation* shall mean the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

(13) *Micro-irrigation* shall mean the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitters or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or techniques such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.

(14) *New landscaping* shall mean any landscaping that has been planted in the ground for ninety (90) days or less.

(15) *Odd-Numbered Address* shall mean an address ending in the numbers 1, 3, 5, 7, 9, or the letters N—Z.

(16) *Reclaimed Water* shall mean wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined in Rule 62-40.210, F.A.C.

(17) *User* shall mean any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, individual wells or pumps and uses under water use permits issued pursuant to Chapter 40E-2, F.A.C.

(18) *Wasteful and unnecessary* shall mean allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

(19) *Water resource* shall mean any and all water on or beneath the surface of the ground including, but not limited to, natural or artificial watercourses, water bodies, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

(20) *Water shortage* shall mean when the District Governing Board determines via formal declaration that there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs, but is not limited to occurring, due to drought.

(21) *Water shortage emergency* shall mean when the District Governing Board determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable- beneficial uses.

(c) *Application of section.* The provisions of this section shall apply to all users of any water resource within the County, whether from publicly or privately owned water utility systems, private wells, or private connections

with surface water bodies. The provisions of this section shall not apply to athletic play areas, agricultural and nursery operations and irrigation performed using reclaimed water.

(d) *Permanent landscape irrigation restrictions.*

(i) It shall be the duty of each User to keep informed as to the landscape irrigation conservation measures presented within this section, which affect each particular water use.

(ii) The following requirements shall apply to all users unless specified otherwise herein:

(1) Irrigation of existing landscaping shall comply with the following:

(a) It shall be unlawful for any user to irrigate or to cause, let, permit, allow or suffer the irrigation of any residential, commercial, institutional, governmental or industrial landscaping areas between the hours of 10:00 a.m. and 4:00 p.m. daily except as otherwise provided herein.

(b) It shall be unlawful for any user to operate or cause, let, permit, allow or suffer the operation of any irrigation system or device in a wasteful and unnecessary manner including, but not limited to, watering paved areas, sidewalks, driveways, and parking lots.

(c) An Even-Numbered Address that has an irrigation system that irrigates both even-numbered and odd-numbered addresses within the same zones, including multifamily units and homeowners' associations, and rights-of-way or other locations with no address, as defined in this section shall only conduct necessary landscape irrigation on Thursday and/or Sunday.

(d) Odd-Numbered Addresses shall only conduct necessary landscape irrigation on Wednesday and/or Saturday.

(2) Users irrigating new landscaping shall comply with the following:

(a) Irrigation of new landscaping shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m. daily, except as otherwise provided herein.

(b) On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil is allowed twenty-four (24) hours before installation without regard to the normal allowable watering days and times.

(c) The new landscaping shall be installed within a reasonable time from the date of purchase.

(d) The date of purchase of new landscaping may be demonstrated with a dated receipt or invoice.

(e) Irrigation of new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least fifty (50) percent new landscaping. If a zone contains less than fifty (50) percent new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low-volume hand watering, or any appropriate method which isolates and waters only the new landscaping.

(f) New landscaping which has been in place for thirty (30) days or less may be irrigated on Monday, Tuesday, Wednesday, Thursday, Saturday and/or Sunday.

(g) New landscaping which has been in place for thirty-one (31) to ninety (90) days may be irrigated on Monday, Wednesday, Thursday and/or Saturday.

(3) Any water shortage restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this section, shall supersede this section for the duration of the applicable water shortage declaration.

(4) Landscape irrigation systems may be operated during restricted days and times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed ten (10) minutes per zone.

(5) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or by the Florida Green Industries Best Management Practices for Protection of Florida Water Resources Manual, shall be allowed under the following conditions:

(a) Such watering-in of fertilizers containing nitrogen or phosphorus and application of fertilizers containing nitrogen or phosphorus for turf or landscaping are allowed only from November 1 to May 14 of each year pursuant to Section 18C-4 of the Code of Miami-Dade County, Florida.

(b) Such watering-in of fertilizers containing phosphorus and application of fertilizers containing phosphorus for turf or landscaping plants shall be limited to areas where a phosphorus deficiency has been demonstrated in the soil underlying the respective turf and landscaping by a soil analysis test performed by a State of Florida certified laboratory as required pursuant to Section 18C-4(C)(4) of the Code of Miami-Dade County, Florida.

(c) Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer: and

(d) Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsections 32-8.2(d)(ii)(1)(c) and (d)(ii)(1)(d) unless a professional licensed applicator has posted on the date the fertilizer is applied a temporary sign containing the date of application and the date(s) of needed watering-in activity.

(6) Any landscaping may be irrigated using low volume irrigation, micro-irrigation, or low-volume hand watering methods including but not limited to the use of rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this section.

(7) Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and use technology that inhibits or interrupts the operation of the system during periods of sufficient moisture as required by Section 373.62, F.S.

(e) *Enforcement.* In the absence of a declaration of water shortage or water shortage emergency within all or any part of the County by the District's Governing Board or District's Executive Director, compliance with the landscape irrigation restrictions of this section shall be subject to enforcement action. Any violation of the provisions of subsection 32-8.2(d) herein shall be a violation of this section.

(1) Every law enforcement officer, code inspector as defined in Chapter 8CC, or sheriff, having jurisdiction in the area governed by this section shall, in connection with all other duties imposed by law, diligently enforce the provisions of this section. In addition, the County Mayor may delegate this section's enforcement responsibility to agencies and departments within the County government.

(2) Officers and code inspectors may provide violators with no more than one written warning. This section shall also be enforceable in accordance with the provisions of Chapter 8CC. The County may

take any appropriate legal action, including but not limited to emergency prohibitory and mandatory injunctive action to enforce the provisions of this section.

(f) *Penalties.* Violations of any provision of this section shall be subject to the penalties enumerated in Chapter 8CC. Each day in violation of this section shall constitute a separate offense.

(g) *Alternate method of compliance.*

(A) *Policy and intent.* It is the policy of Miami-Dade County to provide an alternate method of compliance to its year-round landscape irrigation restrictions for persons who demonstrate the need for such an alternate method of compliance to obtain reasonable and fair results. The purpose of this subsection is to provide persons with a process for making a request for and obtaining such an alternate method of compliance.

(B) *Applicability.* Any person who requires an alternate method of compliance in the application of the year-round landscape irrigation restrictions may request such accommodation pursuant to this subsection. A request for an alternate method of compliance shall be made in the manner prescribed in this subsection, which shall be the exclusive administrative remedy.

(C) *Application for an alternate method of compliance.* An application for an alternate method of compliance shall provide, at a minimum, the following information on a form prescribed by the Director:

(1) Petitioner's name;

(2) Petitioner's address of the property for which a request for an alternate method of compliance is made;

(3) Petitioner's telephone number or other contact information if Petitioner does not have a telephone number;

(4) South Florida Water Management District permit number and project name (if applicable);

(5) Petitioner's representative (if applicable);

(6) Water use activity;

(7) Description of relief desired;

(8) Demonstration that the request qualifies for an alternate method of compliance; and

(9) Such other reasonable information or pertinent facts as the Director may require to verify that the requested alternate method of compliance is necessary.

(D) *Review and approval procedures.* An application for an alternate method of compliance shall be reviewed and decided in accordance with the following procedures:

(1) *Reviewing authority.* The Director shall, in his or her sole discretion, designate an Alternate Method of Compliance Evaluator (the "AMC Evaluator") to review and decide on all applications for an alternate method of compliance based on the criteria provided below in subsection 32-8.2 (g)(D)(3) of the Code of Miami-Dade County, Florida. Appeals of such decisions shall be permitted only in accordance with the procedures below and shall be decided by the Director, whose decision shall be final, notwithstanding any other provisions of the Code governing appeals of administrative decisions.

(2) *Decision.* The AMC Evaluator shall make a written determination within twenty-one (21) days of filing a complete alternate method of compliance application, as determined by the Director, and shall either grant, grant with modifications, or deny the application. The applicant will be notified of the determination by certified mail to the property's physical address.

(a) The determination shall be made in accordance with the review criteria set forth below and, when necessary, shall involve consultation with the applicant or, where appropriate, the person or persons acting on behalf of, or for the benefit of, the applicant.

(b) The AMC Evaluator may impose any reasonable and necessary conditions of approval, including the condition that the alternate method of compliance shall terminate either on the date indicated in the determination or, if no termination date is indicated in the decision, shall not run with the land and shall terminate when the applicant no longer resides at the subject property, to ensure that the alternate method of compliance does not result in negative or detrimental impacts to the County, its water conservation efforts, or the neighborhood and uses surrounding the applicant's property.

(3) *Review criteria*. The written decision to grant or deny a request for an alternate method of compliance shall be consistent with Chapter 40E-24, Florida Administrative Code and shall be based on whether the applicant has demonstrated that the restrictions would lead to an unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial hardship to the applicant, those served by the applicant, or the affected property. A substantial hardship as identified herein includes, but is not limited to, an economic hardship, a substantial negative impact on health or public safety, or other hardship on the applicant or those served by the applicant. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self- imposed, and a demonstration that granting the alternative method of compliance would be consistent with the general intent and purpose of this section.

(4) If granted, the applicant shall be required to post a notice at each parcel to which the alternate method of compliance applies.

(5) An alternative method of compliance shall automatically be deemed invalid if it has terminated or if the User or its agent violates the terms of the approved alternative method of compliance.

(E) *Appeal of determination.* An aggrieved or adversely affected party may appeal the AMC Evaluator's decision to the Director in accordance with the following procedures:

(1) *Time to appeal.* The applicant may file an appeal within thirty (30) days of the date of the AMC Evaluator's written decision.

(2) *Filing the appeal.* Appeals shall be filed with the Department on a form prescribed by the Director. Where the appeal is filed by a party other than the applicant, the Department shall provide the applicant written notice of such appeal, and the applicant may submit a written response within thirty (30) days of the date of such written notice.

(3) *Director's decision.* Within sixty (60) days of the date the appeal is filed or the date the applicant submits a written response, whichever is later, the Director shall approve or deny the appeal and may affirm, modify, or reverse the decision under review. The applicant will be notified of the determination via certified mail to the property's physical address.

(a) The Director's decision shall be consistent with and based on the above-referenced state laws and the review criteria set forth above, the stated basis for the appeal, and the applicant's response if any.

(b) Except as provided in this section, the Director's decision shall be set forth in writing and shall be final, notwithstanding any other provisions of the code governing appeals of administrative decisions.

(F) *Fees.*

(1) There shall be no fee for an application requesting an alternate method of compliance from the AMC Evaluator in accordance with this section.

(2) There shall be no fee for an applicant's appeal or other parties appealing the AMC Evaluator's decision in accordance with this section.

(3) If the project for which the request is being made includes requests for other approvals or permits, such other application fees shall continue to apply.

(G) *Exhaustion of remedies.*

(1) To the extent permitted by federal and state laws, any applicant aggrieved or adversely affected by any decision or determination of an administrative official shall exhaust the administrative remedies prescribed in this section prior to applying to any enforcing agency or court for relief.

(2) No party aggrieved or adversely affected by any decision or determination or an administrative official may apply to any court for relief unless such person has first exhausted the remedies provided for in this Section and taken all available steps provided for herein.

(h) *Declaration of water shortage or water shortage emergency.* Declaration of a water shortage condition and/or water shortage emergency, as declared by the District's Governing Board or District's Executive Director, within all, part, or multiple parts of the County shall supersede this section for the duration of the applicable water shortage declaration in accordance with Section 32-8.1, Water Shortage Emergency Restrictions. A water shortage usually, but not always, occurs due to drought.

(Ord. No. 91-18, § 3, 2-19-91; Ord. No. 91-78, § 1, 7-9-91; Ord. No. 09-25, § 1, 4-7-09; Ord. No. 23-11, § 2, 2-7-23)

MEMORANDUM

ITEM NO. 4B3.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Ordinance Amending Citizen Presentation Rules**

Consider the proposed ordinance on second reading.

Rule 7.02 of Section 2-206 of the Town Code provides that any citizen may request to be placed on the official agenda of a regular meeting of the town commission and be heard concerning any matter within the scope of the jurisdiction of the town commission outside of Good and Welfare, and only members of the town commission and the town manager may place a citizen on the official agenda.

At a regular meeting of the Town Commission held on September 12, 2023, Vice Mayor Rose presented a discussion item proposing to amend the procedures relating to citizen's presentations and the Town Commission directed the Town Attorney to present an ordinance amending the procedures for citizen's presentations, as further set forth in the ordinance attached hereto.

The proposed ordinance amends Rule 7.02 of Section 2-206 to provide that (i) any citizen may make one citizen's presentation per calendar year, subject to placement on the agenda by any member of the town commission or the town manager, and (ii) additional citizen's presentations by the same citizen within the calendar year shall require sponsorship and approval by three or more members of the town commission at a regular meeting.

Ordinance Amending Sec. 2-206 Re Citizens Presentations

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 2-206 "PUBLIC PARTICIPATION" RELATING TO CITIZENS PRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law and to implement municipal goals and objectives for the general health, safety and welfare of the Town residents and occupants; and

WHEREAS, Rule 7.02 of Section 2-206 of the Code provides that any citizen may request to be placed on the official agenda of a regular meeting of the town commission and be heard concerning any matter within the scope of the jurisdiction of the town commission outside of Good and Welfare; and

WHEREAS, only members of the town commission and the town manager may place a citizen on the official agenda; and

WHEREAS, at a regular meeting of the Town Commission held on September 12, 2023, the Town Commission directed the Town Attorney to present an ordinance amending the procedures for citizens presentations to provide that: (i) any citizen may make one citizen's presentation per calendar year, subject to placement on the agenda by any member of the town commission or the town manager, and (ii) additional citizen's presentations by the same citizen within the calendar year shall require sponsorship and approval by three or more members of the town commission at a regular meeting; and

WHEREAS, the Town Commission held its first public hearing on October 10, 2023 and, having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 2.-206. – "Public Participation" is hereby amended as follows:

Sec. 2-206. Public Participation.

* * *

Rule 7.02. Citizen's presentations; public hearings.

(a) Citizen's presentations. Any citizen may request to be placed on the official agenda of a regular meeting of the town commission as a citizen's presentation and be heard concerning any matter within the scope of the jurisdiction of the town commission outside of Good and Welfare. Only members of the town commission and the town manager may place a citizen on the official agenda. A citizen may be allowed a maximum of one (1) citizen's presentation per calendar year, subject to placement on the official agenda by any member of the town commission or the town manager. Additional citizen's presentations by the same citizen within the calendar year shall require sponsorship and approval by three (3) or more members of the town commission at a regular meeting. The agenda item must include the subject of the presentation, the name of the presenter, and an address and a contact telephone number.

* * *

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

Section 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 ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman	____
Commissioner Marianne Meischeid	____
Commissioner Nelly Velasquez	____
Vice Mayor Jeff Rose	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____

Sandra 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. 4B4.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Amending Sec. 14-28. - Issuance of Building Permits and Amending Sec. 62-1. - Garage Sales to Simplify Town Permitting Requirements for Non-Essential Permits**

Town administration recommends adopting the proposed Code change of Section 14-28 and Section 62-1.

Per Section. 14-28. (b) - Issuance of Building Permits of the Town Code - "No permit shall be required for general maintenance or repairs where such work or repair does not change the occupancy, use, alter the outside appearance of the structure and the value of which does not exceed $250.00 in labor and material as determined by the building official." Per discussion item during the September 2023 General Commission meeting, in order to create a more resident friendly permit experience, various options were presented in order to achieve the direction. By increasing the threshold from $250 to $500, the Town is providing the opportunity for residents to work on property repairs with more convenience. Ultimately, the waiving of the permit would require Building Official approval as the Florida Building Code governs what requires and doesn't require a permit.

Additionally, at the September 12th, 2023, Town Commission meeting, the Town Commission discussed optimizing Non-Critical Permits and associated permit fees such as Garage Sales. Currently the Town code, under Chapter 62 Sec. 62-1 requires a permit from the Town Manager to hold a Garage Sale and requires a fee of $10.00. In addition, the code only allows one garage sale within a 12-month period.

The Town is seeking to amend its code to allow two Garage Sales within a 12-month period with no permit or permit fee required. Any garage sale after the second would require a permit. Town Administration will have a system implemented for tracking through automated permitting.

Ordinance Amending Section 14-28 and 62-1 Relating to Low Value Building Permits and Garage Sales

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 14-28, "ISSUANCE OF BUILDING PERMITS," AND SECTION 62-1, "GARAGE SALES," TO SIMPLIFY AND REVISE THE TOWN'S NON-CRITICAL PERMITTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law and to implement municipal goals and objectives for the general health, safety and welfare of the Town residents and occupants; and

WHEREAS, at a regular meeting of the Town Commission held on September 12, 2023, the Town Commission directed the Town Attorney to present an ordinance amending the Town Code to simplify and revise non-critical permitting requirements; and

WHEREAS, specifically, the Town Commission desires to amend Section 14-28(b) of the Town Code to allow individuals to perform general maintenance or repairs without a permit where such work or repair does not exceed $500.00 in labor and material; and

WHEREAS, the Town Commission further desires to amend Section 62-1, "Garage Sales," of the Town Code to allow individuals to hold up to two garage sales on their property without a permit and remove garage sale permit fees; and

WHEREAS, the Town Commission held its first public hearing on October 10, 2023 and, having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

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

Section 2. Town Code Amended. Section 14-28. – "Issuance of Building Permits," of the Town Code of Ordinances is hereby amended as follows:

Section 14-28. – Issuance of Building Permits.

***

(b) No permit shall be required for general maintenance or repairs where such work or repair does not change the occupancy, use, alter the outside appearance of the structure and the value of which does not exceed ~~$2~~2500.00 in labor and material as determined by the building official.

***

Section 3. Town Code Amended. Section 62-1. – "Garage Sales" of the Town Code of Ordinances is hereby amended as follows:

Section 62-1. - Garage sales.

(a) No person shall hold an outdoor sale of any type of articles, commonly known as a garage sale, without a permit from the town manager. ~~The permit fee shall be $10.00, and no more than one such permit shall be issued for any one property within any 12 calendar months.~~ The permit shall be for one two-day sale between the hours of 9:00 a.m. and 5:00 p.m. Notwithstanding the foregoing, a person may hold up to two garage sales on their property within a calendar year without a permit.

(b) Items to be sold shall consist solely of used possessions of the person who permanently resides on such property.

[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.

(c) The posting of signs, notices, placards or any other form of written notice or advertising is prohibited on any public property or right-of-way.

Section 4. 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 5. 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 6. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____ ___, 2023.

First Reading:
Motion by: _____
Second by:_____

Second Reading:
Motion by: _____
Second by:_____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman	____
Commissioner Marianne Meischeid	____
Commissioner Nelly Velasquez	____
Vice Mayor Jeff Rose	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra 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. 4B5.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Amending Chapter 72 of the Town Code to Address Utilities Lines Undergrounding for Future Communication Improvements**

Town administration is recommending the Town Code be amended to incorporate new definitions in Chapter 72 in order to further differentiate communication lines. Additionally, Town administration is recommending Town Code changes in order to make it requirement for communication provider to underground all future communication lines within the Town boundaries.

As the Town is moving forward with the Undergrounding Project, Town Administration considers that all new communications should be undergrounded. Currently, Chapter 72 - Telecommunications, Sec.72-31. - Placement or maintenance of a communications facility in public rights-of-way, strongly encourages undergrounding but does not mandate it. In order to create a uniform look throughout the Town, Town Administration considers revising requirements from 'strongly encourages' to 'mandate' undergrounding of all new future communications lines within Town's boundaries.

The change would require amending Chapter 72 - Communications by the following:

- Create a new definition for **communication lines** and **communication facilities**.
- Revise Sec. 72-31. - Placement or Maintenance of a communication facility in public rights-of-way; specifically, Sec. 72-31 (e): "All communications facilities shall be placed or maintained so as not unreasonably to interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way. **The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged and shall be employed wherever feasible**. The town manager may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way, consistent with this ordinance and other applicable law."

Ordinance Amending Ch. 72 Telecommunications Right-of-Way Ordinance for Undergrounding

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 CHAPTER 72 "TELECOMMUNICATIONS", SECTION 72-28 "DEFINITIONS," SECTION 72-31 "PLACEMENT OR MAINTENANCE OF A COMMUNICATIONS FACILITY IN PUBLIC RIGHTS-OF-WAY", AND SECTION 72-35 "EXISTING COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY" TO REQUIRE UNDERGROUNDING OF ALL NEW COMMUNICATIONS LINES WITHIN THE TOWN'S BOUNDARIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside (the "Town") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, the Town's Communications Rights-of-Way Ordinance (the "Communications Ordinance") codified as Section 72-26 et. seq. regulates the placement or maintenance of communications facilities in the public rights-of-way within the Town consistent with state and federal law; and

WHEREAS, on November 3, 2020, 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 March 15, 2022, the Town electorate approved a ballot/referendum question to authorize the issuance of General Obligation Bonds for the Town's utility undergrounding project; and

WHEREAS, as a coastal community susceptible to wind and storm events, the Town Commission recognizes the importance and safety of undergrounding utilities and the positive aesthetic impacts of such undergrounding; and

WHEREAS, Section 72-31. – "Placement or maintenance of a communications facility in public rights-of-way" of the Town Code currently provides that the use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged and shall be employed wherever feasible; and

WHEREAS, Section 337.401, Florida Statutes, limits certain municipal regulations for small wireless facilities in the rights-of-way but does not limit regulations requiring undergrounding of utilities lines, between, to or from small wireless facilities; and

WHEREAS, Section 72-35 requires compliance with the Communications Ordinance within 60 days of its effective date; and

WHEREAS, the Town desires to amend Sections 72-28, 72-31, and 72-35 of the Town Code to (i) define communication lines (i.e, cables, wires, conduits, ducts, and fiber optics), (ii) require the use of underground trenchless technology for the installation of all new communication lines in the public rights-of-way as well as joint trenching or the co-location of such communication lines, and (iii) only require undergrounding of communications lines for new or replaced communications facilities installed after the effective date of this ordinance; and

WHEREAS, it is the intent of the Town to promote the public health, safety and general welfare by: requiring undergrounding of all new communication lines (i.e, cables, wires, conduits, ducts, and fiber optics); and adopting and administering reasonable rules and regulations not inconsistent with state and federal law; and

WHEREAS, the Town Commission finds it in the best interest and welfare of the Town to require undergrounding for the installation of all new communications lines; and

WHEREAS, the Town Commission held its first public hearing on October 10, 2023 and _____ the proposed amendments to the Code having complied with the notice requirements in the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and

further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 72-28. – "Definitions," Section 72-31. – "Placement or maintenance of a communications facility in public rights-of-way," and Section 72-35. – "Existing communications facilities in public rights-of-way," are hereby amended as follows:

Section 72-28. - Definitions.

* * *

Communications facility or *facility* or *system* shall mean any permanent or temporary plant, equipment and property, including but not limited to Communications Lines ~~cables, wires, conduits, ducts, fiber optics~~, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the town and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

* * *

Communications Lines shall mean cables, wires, conduits, ducts, and fiber optics located between, to, and from any wireless facility.

* * *

Section 72-31. – Placement or maintenance of a communications facility in public rights-of-way.

(e) All communications facilities shall be placed or maintained so as not unreasonably to interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way. The use of underground trenchless technology (i.e., directional bore method) for the installation of ~~facilities~~ new Communications Lines in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit ~~is strongly encouraged and shall be employed wherever feasible~~ shall be

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required. The town manager may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way, consistent with this ordinance and other applicable law.

* * *

Section 72-35. - Existing communications facilities in public rights-of-way.

A communications services provider with an existing communications facility in the public rights-of-way of the town shall have 60 days from the effective date of this ordinance to comply with the terms of this ordinance, including, but not limited to, registration. Notwithstanding the foregoing, as of [INSERT EFFECTIVE DATE OF ORDINANCE], the installation of all new Communications Lines shall be undergrounded to comply with the Town's Comprehensive Plan.

* * *

Section 4. 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 5. 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 6. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____

Second by:_____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman	____
Commissioner Marianne Meischeid	____
Commissioner Nelly Velasquez	____
Vice Mayor Jeff Rose	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

MEMORANDUM

ITEM NO. 5A.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Town Legislative Priorities for Florida Legislative Session**

Town Administration recommends the Town Commission review, discussion and approval of legislative priorities to be submitted to Town lobbyist for the upcoming legislative session. Previous submittal list is provided in order to track previously submitted priorities and supplement discussion.

Refer to **Attachment A** - *"legislative Priorities"* for the previously submitted list to the Town Lobbyist along with additional appropriation requests made by Town administration.

Resolution Approving Legislative Priorities 2024

Attachment A - Legislative priorities FY2024

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING STATE LEGISLATIVE PRIORITIES FOR 2024; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will begin the 2024 State Legislative Session on January 9, 2024, with the Legislative committee meetings considering bills and budget allocation for 2024; and

WHEREAS, the Mayor and Town Commission of the Town of Surfside (the "Town") wish for the Town to support State legislative policies beneficial to the Town and its residents and businesses and to advocate for the funding, in whole or in part, of the Town's programs, projects and initiatives with State funds; and

WHEREAS, the Town Commission wishes to make known and advance the Legislative Priorities for the 2024 State Legislative Session, which are attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, the Town Commission finds that approval of the Legislative Priorities for the 2024 State Legislative Session is in the best interest of the Town.

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

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

Section 2. Approval of Legislative Priorities for 2024 State Legislative Session. The Legislative Priorities for the 2024 State Legislative Session, attached to this Resolution as Attachment "A", are hereby approved.

Section 3. Authorization of Town Officials. The Town Manager and appropriate Town Officials are authorized to support and implement the Legislative Priorities on behalf of the Town. The Town Manager, Town Officials, and the Town Attorney are authorized to take all actions necessary to implement the Legislative Priorities, including transmittal as necessary to the Florida Legislature.

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

PASSED AND ADOPTED this 10th day of October, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeff Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

Legislative Priorities for Fiscal Year 2024

1. Infrastructure funding for Collins Avenue and Bay Drive water mains.

2. Transportation funding related to traffic calming and mitigation. Walkability initiatives, crosswalks, signalization, street lighting, etc. Creation of bike/walking paths.

3. Public Service Commission assistance with undergrounding of utilities. FPL has identified lateral lines to be placed underground in a 30-year plan. Request assistance to achieve this goal in a shorter timeframe and financial support.

4. Maintain ability to regulate Short Term Rentals.

5. Surfside Revolving Loan - loan forgiveness/rate modification for water/sewer projects.

6. Resiliency & Sustainability – funding for raising homes and other initiatives, including infrastructure improvements, designed to mitigate sea level rise, climate change and environmental impacts.

7. Home Rule – protection and defense of municipal home rule powers secured to municipalities by the Constitution and Ch. 166, F.S., and opposing generally constitutional or statutory legislation proposed to expressly limit the exercise of such powers.

8. Resort/Tourist Tax protection.

9. Eliminate agricultural exemption for supermarkets that sell prepared food. Currently stores like Publix that sell prepared food or even have seating for customers that buy prepared food do not have to pay report taxes that other restaurants must pay.

10. Registration of service dogs/animals, including national service dog registry.

11. Financial support and funding for the implementation of new condominium safety law, including funding for inspections, improvement and building safety. Hurricane mitigation/structural improvements to municipal buildings.

12. Improving our Recreational Spaces – addition of public art projects and enhancement of fitness and recreational equipment for our senior and youth programs throughout our parks and public spaces. Possibility of state partnership.

13. Strategic Land Acquisition for critical infrastructure expansion to support emergency response capabilities. Acquisition of additional public land is essential.

14. Addressing Insurance Premium Escalation – we urge assistance in passing legislation to curb the incessant rise in statewide insurance premiums. These escalating costs burden our communities and hinder sustainable growth. Legislative action is vital to alleviate this strain.

TOWN MANAGER'S REPORT

OCTOBER 10, 2023

I. TOWN DEPARTMENTS

Building Department

A. The main building of the new 96th Street Park has completed the pouring of the second-floor slab. On September 25, the vertical columns and shear walls to support the roof of the building were poured. As to the physical park itself, the six 50-foot-high light poles have been installed as per the Park's approved design.

B. Building Official Jim McGuinness has met with the owners of Regent Palace Condominiums, located at 9309 and 9317 Collins Avenue in preparation for the demolition of the buildings. Mr. McGuinness also met with the developers of the new 12 story modern condominium building to be constructed there, named 93 Ocean. Preparations are being made to run temporary power to the site for construction and sales purposes.

C. The take-down phase of the demolition of the Surf House condominium is complete. Now the separation of debris types and hauling away of the debris from the jobsite will continue for about 2 weeks until clean-up of the site is completed.

D. Building Department permit and inspection numbers as of September 22, 2023, are as follows:

- Building Permits issued – 101
- Inspections performed – 257
- Lien search – 7
- TCOs/COs/CCs issued – 5

Code Compliance Division

A. As of September 21, 2023, the total number of open cases being managed is 176. Of these cases, 69 are actively working towards compliance; 7 cases are on-hold; 13 cases are in the Special Master hearing queue; 18 cases are in post-hearing status; 20 code cases have been issued liens and remain unpaid; 49 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 214 inspections from July 27, 2023, to August 21, 2023.

C. The Division presented ten cases to the Special Magistrate on September 20, 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 September 21, 2023, 100 cases have paid/settle for a total monetary collection of $ $90,417.61
- 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 ten Code lien searches from July 27, 2023 to September 21, 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. Town Website Redesign Launch – Tourism and Communications will be working with the CGA web team this month to launch a newly refreshed version of the Town website. The launch is scheduled to take place in October of 2023. The updated site will feature a sleeker, more modern aesthetic as well as user-friendly departmental home pages to help users navigate through each department's content.

B. Nov. 7 Special Election – Tourism and Communications has been implementing the communications plan for the Nov. 7 election, creating a banner and landing page with all the information including full resolutions, the ballot questions as well as more digestible educational summaries. An accompanying video has also been developed that appears on the same page and is also running on Channel 663. Additionally, the Team a Gazette insert is being included for the October and November Gazettes.

C. Tourist Board's Final Event of the Year is a Big Success – The Tourist Board's International Coastal Clean Up Day Plastic Fishing Festival on September 17 proved to be a big success as hundreds of attendees stopped by to participate in the creative, environmentally-driven event. The event received coverage on WSVN Channel 7, as well as WLPG Channel 10 and FIU Media.

D. Farmers Market Reopens, Relocates to 96th Street – Surfside's Farmers Market has reopened following its summer break at a new location requested by the Tourist Board, on the southern side of 96th Street. The new market, which received additional funding from the Board for adaptation enhancements, runs from 9:30 a.m. to 3:30 p.m.

E. Seaside Soiree Debuts this Month – This month, the Tourist Board will present its first-ever fall beach event in recent years - *Seaside Soiree*. This beach-gathering event will feature active games and activities for the whole family, food from local Surfside restaurants as well as music entertainment. The event will take place on Sundays from 3:00 p.m. to 6:00 p.m. on October 15, November 12 and December 3, 2023.

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, Code Compliance Officer, Parking Enforcement Officer, and Refuse Collector.

B. Promotional Exam – The Town will be giving a Sergeant of Police examination on October 27, 2023. A total of five (5) Police Officers signup to participate in the exam process. The exam will be administered by Promotion Consulting Unlimited.

C. Risk Management – Submitted claims liability related claims, responded to adjuster questions.

D. Interviews conducted – Communications Operator, Public Works Coordinator, and Recreation Leader I (PT).

E. Background/Offer/New Hire Orientation – Prepared offer of employment letters for Communications Operator, Community Service Aide – Tourism, Refuse Collector, and Recreation Leader I (PT). Conducted/coordinated background investigations, pre-employment physicals, and psychological evaluations when applicable. Facilitated, the employment orientation for new hires, and conducted level 2

background screening (AHCA) of Parks and Recreation new hires and program instructors.

F. EEOC Complaints – Awaiting on response from EEOC with regards to complaint filed by former employee, Malarie Dauginikas. Received a Miami-Dade Commission on Human Rights EEOC charge regarding alleged Title I violation of the Americans with Disabilities Act of 1990, as amended (ADA).

G. Workers Comp – Provided assistance to staff, responded to adjuster's questions and FLC's attorney regarding workers comp matters.

H. Safety and Wellness Initiatives – 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 August 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 programing 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 October and the Lifeguard Tower from 9:00 a.m. to 5:00 p.m.

B. YMCA After School Programming – The after-school program is now in session and is running smoothly. We currently have 24 kids enrolled in the program. After School is run weekly from 1:50 p.m.to 6:00 p.m. at the Community Center. Additionally, the Kid's Day Off Program is officially underway. The first kid's day off took place Monday, September 25 and it was a success.

C. Fall Programing – Registration for Fall II session is ongoing, classes are scheduled to commence November 6. This Fall session the Dept. has introduced 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.

D. Events – Parks & Recreation met with PD and vendors utilizing the 93rd Street parking lot to create a site plan for the rides and maze setup. After discussions, both vendors will begin set-up at 12:00 p.m. Halloween event is set for Friday, October 27, 6:00 p.m. – 9:00 p.m. The haunted maze will open at 7:00 p.m. The event will also feature a pumpkin patch, music, face painting and more.

On Sunday, September 24, Parks and Recreation assisted in 5k race produced by Louis Vuitton. They had over 50 races who participated in the race and had a great experience. Overall, the event was a success. This event was opened to Town residents.

E. 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 trips & brunches are scheduled to resume in November. Marta Olchyk is now the official P&R Senior liaison for senior programming.

F. Beach Chair Service – Beach Chair Service continues to be very popular with Surfside residents. The hours of operation for the month of October are 9:00 a.m. – 5:00 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. The new chairs are scheduled to be in operation for the month of October.

G. 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 (September 1 – September 23, 2023)

- Traffic Citations – 316
- Parking Citations – 534
- Arrests – 3
- Dispatch Events – 1,186

- Incident/Crime Reports – 43

B. High Holidays Enhanced Patrols

The High Holiday services began on Friday evening, September 15, 2023 and will conclude on October 8, 2023. Many of the holidays have driving restrictions which means numerous pedestrians. The Police Department has increased police presence with assigned details for high visibility during the High Holidays for the following areas:

- The Shul - 9540 Collins Avenue
- Young Israel - 9592 Harding Avenue
- Hechal Shalom Sephardic Congregation - 310 95th Street
- Magen David Sephardic Congregation - 9348 Harding Avenue

The enhanced patrols are concentrated before and after services when congregants from the surrounding area and neighboring communities are walking to and from these locations. In addition, Bal Harbour and Bay Harbor Islands Police Departments have assigned officers to further augment patrols in the area. Uniformed security guards are working throughout the holidays at the Shul and Young Israel.

C. Police Events/Community Outreach

- The Farmer's Market will resume beginning October 1, 2023. The Police Department will assist with traffic control during set up and breakdown, security during the event, and ensuring pedestrian safety.
  - Sunday, October 1, 2023 from 7:00 a.m. to 5:00 p.m.
  - Sunday, October 8, 2023 from 7:00 a.m. to 5:00 p.m.
  - Sunday, October 15, 2023 from 7:00 a.m. to 5:00 p.m.
- Assistant Chief Antonio Marciante and Station Dog Mike will participate in a K9 for Warriors Station Dog Program presentation at the Miami-Dade County Association of Chiefs of Police Executive Board Meeting on October 4, 2023 at 12:00 p.m. The Director of the Station Dog Program for K-9 for Warriors, Greg Wells, will be the guest speaker.
- The Surfside Police Department will host two community blood drives on October 8 and October 25, 2023 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Police Department's Community Initiative Custard with the Cops in conjunction with Rita's of Surfside will be held on October 22, 2023 at 11:00 a.m. at Rita's. Residents, business persons, and visitors can meet with the Chief of Police and his staff to discuss community issues.
- The Aventura Marketing Council is hosting their annual Salute to Law Enforcement breakfast meeting on October 25, 2023 at 7:30 a.m. at the Gateway Center in Sunny Isles Beach. Chief John Healy, Assistant Chief Antonio Marciante and Captain Jay Matelis will attend and represent the Police Department.

- The monthly Coffee with the Cops – October 26, 2023 at 10:00 a.m. at Starbucks.
- Surfside, Bal Harbour and Bay Harbor Islands Police Departments will host the Surf Bal Bay Community Night Out on October 26, 2023 from 6:00 p.m. to 8:00 p.m. in Bay Harbour Islands. Chief John Healy, Assistant Chief Antonio Marciante, Captain Jay Matelis, Executive Assistant Dina Goldstein along with additional police officers and Station Dog Mike will participate in this event.
- The Police Department will contribute to the Parks and Recreation's Spooky Spectacular on October 27, 2023 from 6:00 p.m. to 9:00 p.m. in the Town Hall municipal lot and 93rd Street between Collins and Harding Avenue by giving out Halloween candy, traffic control and ensuring pedestrian safety. Executive Assistant Dina Goldstein will represent the Police Department and participate in the event.
- Surfside, Aventura, Bay Harbor Islands and Sunny Isles Beach Police Departments will host a Multi-Agency Collection Day (electronics recycling, Shred-a-Thon and DEA Drug Takeback) on October 28, 2023 at Bill Bird Marina (Haulover Park) from 10:00 a.m. to 2:00 p.m.
- The 2nd Annual Hometown Heroes Parade and Festival hosted by Mayor Daniella Levine Cava and the Miami-Dade Board of County Commissioners will be held on October 28, 2023. Our local heroes comprised of first responders, healthcare workers, and law enforcement professionals will be honored for the incredible sacrifices they make for us every day. The festival encompassing a full day of family–friendly celebrations, entertainment, and games will be held at Tropical Park from 12:00 p.m. to 7:30 p.m. concluding with the Hometown Heroes parade. A representative from the Police Department will participate in the event.
- Surfside Police officers will be stationed throughout the residential neighborhood on Halloween, October 31, 2023 handing out candy to the trick-or-treaters.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 09/01/2023 - 09/30/2023

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Safety Concern)	2	1	1.4
Code Compliance (Violation)	2	1	0
Dog Stations (P & R)	0	0	
Drainage/Flooding (PW)	0	0	
Other	3	1	0
Police (Safety Concern)	2	2	0.5
Solid Waste (Residential) (PW)	1	0	
Street lights (PW)	0	0	
Utilities (Water/Sewer) (PW)	1	1	0
Beach Patrol	0	0	
Parking Issue	0	0	

III. COMMUNITY GARDEN

Community Garden Update – *Attachment "C"*

IV. TOWN PROJECTS

Projects Detail Sheets – *Attachment "D"*

Respectfully submitted by:

HG.

Hector Gomez, Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2023
As of AUGUST 31, 2023
92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # **Page** **1 of 3**

10/10/2023

GOVERNMENTAL FUNDS	ACTUAL		ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001				
REVENUE	$ 19,657,171		$21,344,192	92%
EXPENDITURES	18,217,267		$21,344,192	85%
Net Change in Fund Balance	1,439,904			
Fund Balance-September 30, 2022 (Audited)	17,599,304	**A**		
Fund Balance-August 31, 2023 (Reserves)	$ 19,039,208	**B**		
TOURIST RESORT FUND - 102				
REVENUE	$ 5,065,985		$7,204,766	70%
EXPENDITURES	4,794,275		$7,204,766	67%
Net Change in Fund Balance	$ 271,710			
Fund Balance-September 30, 2022 (audited)	6,766,124	**C**		
Fund Balance-August 31, 2023 (Reserves)	$ 7,037,834	**D**		
POLICE FORFEITURE FUND - 105				
REVENUE	$ -		$84,684	0%
EXPENDITURES	$ 39,338		$84,684	46%
Net Change in Fund Balance	$ (39,338)			
Fund Balance-September 30, 2022 (Audited)	176,457			
Fund Balance-August 31, 2023 (Reserves)	$ 137,119			
TRANSPORTATION SURTAX FUND - 107				
REVENUE	$ 277,905		$528,356	53%
EXPENDITURES	$ 362,314		$528,356	69%
Net Change in Fund Balance	(84,409)			
Fund Balance-September 30, 2022 (Audited)	625,174			
Fund Balance-August 31, 2023 (Reserves)	$ 540,765			
BUILDING FUND - 150				
REVENUE	$ 1,243,224		$1,673,327	74%
EXPENDITURES	1,444,753		$1,673,327	86%
Net Change in Fund Balance	(201,529)			
Fund Balance-September 30, 2022 (Audited)	3,079,893			
Fund Balance-August 31, 2023 (Reserves)	$ 2,878,364			
CAPITAL PROJECTS FUND - 301				
REVENUE	$ 5,739,951		$18,147,284	32%
EXPENDITURES	10,962,012		$18,147,284	60%
Net Change in Fund Balance	(5,222,061)			
Fund Balance-September 30, 2022 (Audited)	12,354,395			
Fund Balance-August 31, 2023 (Reserves)	$ 7,132,334			

NOTES:

1) Many revenues for August 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 $10,317,714 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 $6,187,988 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	$ 4,020,804	$5,131,739	78%
EXPENDITURES	3,826,225	$5,131,739	75%
Change in Net Position	194,579		
Unrestricted Net Position-September 30, 2022 (Audited)	(491,258)		
Unrestricted Net Position-August 31, 2023 (Reserves)	$ (296,679)		
MUNICIPAL PARKING FUND - 402			
REVENUE	$ 1,858,346	$1,616,544	115%
EXPENDITURES	981,308	$1,616,544	61%
Change in Net Position	877,038		
Unrestricted Net Position-September 30, 2022 (Audited)	2,284,812		
Unrestricted Net Position-August 31, 2023 (Reserves)	$ 3,161,850		
SOLID WASTE FUND - 403			
REVENUE	$ 1,764,285	$1,910,784	92%
EXPENDITURES	1,759,364	$1,910,784	92%
Change in Net Position	4,921		
Unrestricted Net Position-September 30, 2022 (Audited)	(18,214)		
Unrestricted Net Position-August 31, 2023 (Reserves)	$ (13,293)		
STORMWATER FUND - 404			
REVENUE	$ 905,907	$5,391,751	17%
EXPENDITURES	1,353,332	$5,391,751	25%
Change in Net Position	(447,425)		
Unrestricted Net Position-September 30, 2022 (Audited)	3,447,087		
Unrestricted Net Position-August 31, 2023 (Reserves)	$ 2,999,662		
FLEET MANAGEMENT FUND - 501			
REVENUE	$ 1,244,962	$1,587,222	78%
EXPENDITURES	1,483,609	$1,587,222	93%
Change in Net Position	(238,647)		
Unrestricted Net Position-September 30, 2022 (Audited)	1,349,961		
Unrestricted Net Position-August 31, 2023 (Reserves)	$ 1,111,314		

Andria Meiri

Andria Meiri, Budget Officer

Hector Gomez, Acting Town Manager

Town of Surfside

Net Funds Historical Balances

Period 2019 - August 2023

FUND	9/30/2019	9/30/2020	9/30/2021	9/30/2022	8/31/2023	CAGR [(a)]
General	$ 14,984,105	$ 18,286,748	$ 21,091,150	$ 17,599,304	$ 19,039,208	5.5%
Tourist Resort	1,640,525	2,109,658	4,264,457	6,766,124	7,037,834	60.4%
Police Forfeiture	105,725	168,289	221,034	176,457	137,119	18.6%
Transportation Surtax	328,377	442,856	569,453	625,174	540,765	23.9%
Building	2,563,517	1,991,388	1,904,548	3,079,893	2,878,364	6.3%
Capital Projects	3,048,582	4,899,128	5,894,823	12,354,395	7,132,334	59.4%
Water & Sewer	(2,367,098)	(1,733,610)	(1,389,877)	(491,258)	(296,679)	68.9%
Municipal Parking	1,198,948	1,293,993	1,657,883	2,284,812	3,161,850	24.0%
Solid Waste	641,636	219,615	(271,836)	(18,214)	(13,293)	-130.5%
Stormwater	3,200,132	3,205,050	3,581,622	3,447,087	2,999,662	2.5%
Fleet Management	585,363	825,468	1,091,020	1,349,961	1,111,314	32.1%
Total	**$ 25,929,812**	**$ 31,708,583**	**$ 38,614,277**	**$ 47,173,735**	**$ 43,728,478**	**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.

Last updated on 9/26/2023

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	**Project Description**	**Zoning Process**	**Density/Intensity**		**Variances**		**Building Permit**		**Status**
			Allowed	**Approved**	**Requested**	**Received**	**Application No.**	**Status**	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	**DRG** - 7/31/2012, 8/23/12, site plan amendment: 5/16/16, 8/4/16, 3/9/17, 5/11/17 **P&Z** - Original site plan: 9/27/12, site plan amendment: 8/31/17 **TC** - Original site plan: 10/15/12, site plan amendment: 10/10/17 **Site Plan Ext** -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required. Awaiting CO
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and adjoining learning center (3 stories)	**DRG** - 2/11/13, 3/27/13, 7/9/13 **P&Z -** 2/27/14 **TC** - 10/28/14 **Site Plan Ext** -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	Work is well underway as permitted in three phases: Phase I is the new school which is currently substantially complete and operating with a TCO as Phase I. Phase II is the multi-use glass atrium. Phase III is the remodel of the old section of the building.
8/12/2015 12/23/20 9/20/23 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design. Site Plan Amendment submitted 9/20/2023 to remove hotel element and expand restaurant. Historic building moved 100 feet for construction of underground garage now moved back to its original location.	**DRG** - 9/4/15, 3/9/17, 9/17/17, 2/9/21 **P&Z** - 12/7/17, 2/11/21, 4/29/21 **TC** - 2/13/2018, 4/13/21, 6/8/21 Scheduled **Site Plan Ext** - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021 **Site Plan Amendment** - expected to P&Z November 30th, 2023	199 units	Reduced to 31 condo units, 26 hotel rooms **Site Plan Amendment** proposes 23 apartments, 0 hotel rooms and 7 caretaker quarters	None	None	20-536	Permit Issued	Construction of new 12 story condominium is fully underway: Core shell building completed April 2023. Now performing custom interior completions of units and common areas.
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	**DRG** - Original submittal: 3/10/16, 4/27/16 Revised submittal: 6/27/18, 8/28/18, 11/1/18 **P&Z** - Original approval: 7/18/16, Revised approval: 11/29/18 **TC** - Original approval: 11/10/16, Approved2/26/19 **Site Plan Ext** - Request submitted to extend approval due to emergency declaration (Hurr. Dorian). Additional COVID and TS Elsa extensions - Permit Due Date 2/4/24. **New Request** submitted to extend approval due to emergency declarations Hurricane Ian and Subtropical Storm Nicole) - **New Permit Due Date to 5/28/25**	250 units	Request is for 205 units	None	None	21-1412BC	Foundation-Only Permit ready to issue.	Foundation-Only Permit Application has been abandoned in lieu of ownership change of property. New project design is underway. Must be a mixed use structure.
5/4/2016 8955 Collins Ave	Residential Condominiums	**DRG -** 6/20/16, 7/27/16 **P&Z -** 10/27/16 11/10/16 **TC** - 11/10/2016 **Site Plan Ext -**	110 units	16 units	None	None	16-602	Issued	The Town Planner signed off on the Landscape Plan on June 17, 2022. Public Works Department is working to resolve a couple of issues so that the Building Department can issue a permanent CO.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	**DRG** - 8/23/22 **P&Z** - 8/25/22 **TC** - 11/29/22			None	None		Applied for on-site management trailer	DRG agreed to send to Planning and Zoning Board. P&Z recommended approval to the Town Commission. Approved at the 11/29/22 Town Commission Meeting. Some clearing of landscaping April 2023. Met with Building Official to discuss temporary power for construction and sales office. Emphasis on no adverse impact to abutting properties and pedestrian safety while using beach access discussed at length.
5/19/2017 4/1/22 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per ***Sec. 90-33(3)*** of the Town Code.	**DRG** - 6/19/17, 8/24/17, 9/28/17, May 2022 **P&Z** - 2/22/18, 4/26/18, 5/31/18, approved on 10/27/19 **TC** - 12/10/19 **Site Plan Ext** - 2 COVID Extensions New Permit Deadline 9/27/23 **Site Plan Amendment** - P& Z approval May 26, 2022 **TC** - Approved Site Plan Amendment June 16, 2022	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances. **Site Plan Amendment -** Density Reduction from 34 to 19 Units; Other interior, exterior and construction revisions.	None		Demo permit (retaining NW corner) issued; Temp. Const. Fencing issued; No Building Permit applied for yet. Revising Landscaping Plan and driveway.	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 19 units and interior and exterior revisions on May 26, 2022. Town Commission approved Site Plan Amendment on June 16, 2022. Pool and pool deck may remain in historic location with repairs as necessary due to the Architecturally Significnat status of the site. September 2023 vertical demolition of structure is complete except 1st story NW corner to be saved by design.
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018 9/25/2020 8851 Harding Avenue	18 multi-family units	**DRG** - 01/22/15, 08/18/16, 01/23/17, 03/23/18, 11/29/2018 Meeting Pending, 2/25/21 **P&Z** - 01/31/19 P&Z recommended approval (Requires P&Z Recondsider) 2/25/21 P&Z Denied Plan **TC** - Denied by the Commission (requires reconsideration by TC), **TC** Approval 5/26/21 **Site Plan Ext** -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. – Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Has not applied for permit; after 5/26/23 the site plan is null and void since no permit has been applied for.	Site Plan Approval 5/26/21; Per Sec. 90-20.3 after 24 months from the date the final site plan is approved a building permit for a principal building has not been issued and remains in effect, the site plan shall be null and void.

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.									
Application Date Location	**Project Description**	**Zoning Process**	**Density/Intensity**		**Variances**		**Building Permit**		**Status**
			Allowed	**Approved**	**Requested**	**Received**	**Application No.**	**Status**	
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	**DRG** - N/A **P&Z** - 8/29/2019 **TC** - 10/29/19 **Site Plan Ext** -			1 requested: eliminate landscaping along the north side of the building	None		Complete	Construction of ramp complete
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	**DRG** - N/A **P&Z** - 1/30/20 **TC** - 2/11/20 **Site Plan Ext** -			Landscape buffer	Approved		Complete	This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page speadsheet.
11/18/2021 9165 Collins Ave (formerly the Hillcrest) now Surfclub Residences North	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	**DRG** - 1/14/22 - Via Zoom - Approved Proceeding to P & Z **P&Z** - 1/27/22 - Deferred to 2/24/22 P&Z Mtg **P&Z** - 2/24/22 - Recommended approval **TC** - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None	None		Demolition of Hillcrest is complete. Applied for Foundation-Only Permit.	DRG recommmended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting. TC approved Site Plan on 4-12-22. Foundation-Only permit has been issued and non vibrational Deep Soil Mixing is underway.
4/27/2022 8809 Harding Avenue	Site Plan Application for 8 Townhouse Units	**DRG** - September 27th 2022 **P&Z** -September 29, 2022 **TC** - Set for 11/29/22	33 Units	Proposing 8 units	None. Preliminary review comments were prepared at the request of the Applicant. Actual Site Plan submission for September 29th P & Z.			Applied for permit 1/27/23, under review at present. Unity of Title and ROW Dedication to be finalized. FPL transformer location identified, no variance needed.	Site Plan Application received 4/27/22. Applicant requested preliminary review prior to proceeding to formal Site Plan Review. Resubmission for 9/29/22 P & Z with DRG on 9/27/22. P&Z approved site plans with addition of street trees. Met with Development team on 10/27/22. Town Commission approved at 11/29/22 TC meeting. Application for Building Permit is pending applicant's response to plan review comments by Planning and Plumbing.
10/1/2016, 5/6/21 , 9/1/22 9116 Harding Ave (AKA 303 Surfside Blvd.)	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021) and (2022)	**DRG** - 11/2/16, 2/7/17, 5/18/17, 6/21 TBD **P&Z** - 6/27/18, 6/21, 10/27/22 **TC** - 4/14/2018 New approval 2/14/23 **Site Plan Ext -**	6 units Due to 15% reduction for aggregation	6 units	None	None		Has not applied for permit yet	Submitted plans on 9/1/22 and were reviewed at the P&Z on 12/15/22 with a DRG held on 10/17/22. Concerns with density at the site; pulled from 10/27/22 P&Z agenda. Density issues resolved 11/28/22, 6 units allowed. Approved at 12/15/22 P&Z. Approved by TC on February 14th, 2023.
12/15/22 9100 Collins - Market Hall	Part of Surf Club complex - Office space for hotel staff, office/business center for hotel guests, market hall (café and market), underground parking and roof top tennis court	**DRG**- 10/17/22 **P&Z** - 12/15/22 **TC** - 2/14/2023	68 units	No residential	None	None		Has not applied for permit yet	Approved by P&Z at 12/15/22 meeting. Approved by TC on February 14th, 2023.
8/29/2022 200 96th Street	Surf Harbor, LLC. Proposed 3 story Office Building with at grade parking garage. Application for new construction of a 3-story office bldg. including parking garage at grade and roof deck (15,790 SF of office space)	DRG - TBD P&Z - TBD TC - TBD On-hold as office is not an allowable use under the Comp Plan. Project would need ability to use the Parking Trust Fund			Will require Zoning Change			No Building Permit appication filed to date.	Application, plans and check submitted for 3 story Office Building. Proposed plans require possible Land Use Plan Amendment and rezoning. Site will need access to the Parking Trust Fund to comply with parking requirements. Discussions underway to determine needed activities in order to process application. Lawyers discussed plans with Mayor, Commissionser and Town Staff. Aim to seek Zoning change.
6/12/2023 8777 Collins Avenue	Site Plan Application proposing 52 unit multi-famliy building	**DRG** - 8/9/2023 **P&Z** - 8/31/2023 **TC** - 9/27/23	207 Units	52 Units proposed	None	None		Building Permit not filed.	Application, plans and check submitted on June 12th, 2023. Two design options presented. One attempts to meet current code. The other will need an ordinance change. Only the second plan was presented to P&Z. FEMA Map Change Approval or Preliminary Maps to go into effect prior to Building Permit submittal. Otherwise no underground parking garage allowed on single use building per FEMA.
Latest Submittal 8/22/2023 8851 Harding Avenue	8 townhome units	**DRG** - 9/15/2023 **P&Z** - 9/28/23 **TC** - Expected November 2023 **Site Plan Ext** -	33 units	Current request is for 8 units	None	None			In review for Zoning compliance

MEMORANDUM

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

From: Hector Gomez, Town Manager

Date: September 28, 2023

Subject: Community Garden Non-Profit Annual Renewal

Please note the Surfside Community Garden non-profit "Surfside Urban Gardeners" has met the following requirements to renew its annual agreement for the FY2024:

1) Remitted payment in the amount of $12 ($1 per month).
2) Proof of non-profit status.
3) Certificate of Liability Insurance.

Project Detail Sheet

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

Total Study Cost	$50,000
*Design and Implementation strategy cost**	$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	Phase Start	Phase End
Notice to Proceed	*January 2022*	*January 1, 2022*
Planning Study	*January 2022*	*September 2022*
*Design Phase **	*December 2022*	*September 2023*
*Permitting and Implementation**	*October 2023*	*November 2023*

Project Update

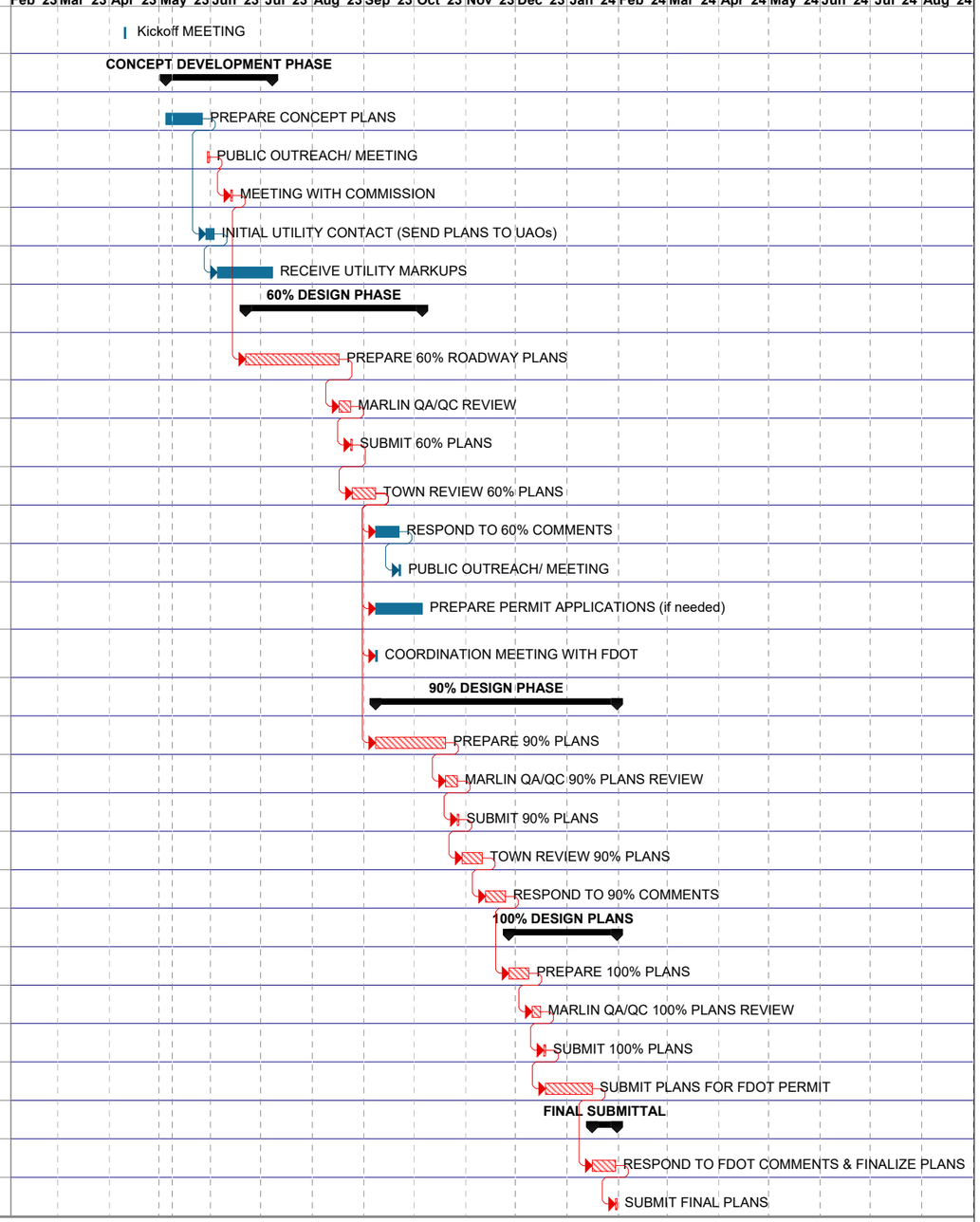
Submitted FDOT permit application for build out of curbs.

Town of Surfside

Downtown Walkability-Harding Avenue

MARLIN Engineering
Project Manager: Walter Keller, PE

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
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	***PUBLIC OUTREACH/ MEETING***	*1 day*	*Tue 5/30/23*	*Tue 5/30/23*		*5FS+9 days*
5	***MEETING WITH COMMISSION***	*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	*MARLIN QA/QC REVIEW*	*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	**PUBLIC OUTREACH/ MEETING**	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	**COORDINATION MEETING WITH FDOT**	**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	MARLIN QA/QC 90% PLANS REVIEW	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	*PREPARE 100% PLANS*	*10 days*	*Mon 11/27/23*	*Fri 12/8/23*	*22*	*25*
25	*MARLIN QA/QC 100% PLANS REVIEW*	*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	***SUBMIT PLANS FOR FDOT PERMIT***	*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	*RESPOND TO FDOT COMMENTS & FINALIZE PLANS*	*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	



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Page 1

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 Director	Public Works 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	Phase Start	Phase End
Procurement and Selection	*August 2022*	*November 2022*
Permitting	*March 2022*	*January 2023*
Construction (est.)	*January 2023*	*January 2024*
Commissioning (est.)	*January 2024*	*March 2024*

Project Update

The main building of the new 96th Street Park has completed the pouring of the second-floor slab. The vertical columns and shear walls to support the roof of the building were poured. Topping off of structure is scheduled for October 2023.

Activity ID	Activity Name	Activity Status	Critical	Original Duration	BL Project Start	BL Project Finish	Start	Finish	Actual % Complete	Total Float
Surfside 96th Street Park_Monthly Update -August2023				387	17-Jan-23	26-Jan-24	17-Jan-23 A	07-Feb-24	58.75%	-12
Milestone				387	17-Jan-23	26-Jan-24	17-Jan-23 A	07-Feb-24	58.75%	-12
General Milestones				387	17-Jan-23	26-Jan-24	17-Jan-23 A	07-Feb-24	87.97%	-12
BL011000	Notice To Proceed (NTP Aqcuired)	Completed	☐	0	17-Jan-23		17-Jan-23 A		100%	
BL011010	Site Mobilization	Completed	☐	0	13-Feb-23		20-Jan-23 A		100%	
BL011050	Testing and Commissioning Start	Not Started	☐	0	16-Dec-23		23-Dec-23		0%	35
BL011060	Apply for CO Inspection	Not Started	☑	0	24-Dec-23		06-Jan-24		0%	-12
BL011062	Inspector on Site	Not Started	☑	0	26-Dec-23		07-Jan-24		0%	-12
BL011070	Substantial Completion	Not Started	☑	0		26-Dec-23		08-Jan-24	0%	-12
BL011080	Project Final Completion	Not Started	☑	0		26-Jan-24		07-Feb-24	0%	-12
Client Milestones				256	27-Apr-23	23-Jan-24	10-Apr-23 A	08-Jan-24	49.54%	-11
BL011026	Landscaping Start	Not Started	☐	0	26-Aug-23		05-Oct-23		0%	35
BL011039	Kayak Launch Start	Not Started	☐	0	22-Sep-23		01-Dec-23		0%	6
BL011021	2-Storey building Topping off	Not Started	☐	0	14-Oct-23		13-Oct-23		0%	32
BL011030	Playground Equipments Installation Start	Not Started	☐	0	28-Oct-23		09-Dec-23		0%	19
BL011040	Kayak Launch Complete	Not Started	☐	0		18-Nov-23		30-Dec-23	0%	-2
BL011035	Playground Equipments Installation Complete	Not Started	☐	0		11-Dec-23		05-Jan-24	0%	-9
ELEV0013	Elevator Final Completion	Not Started	☐	0		20-Dec-23		23-Dec-23	0%	5
BL011025	2-Storey building construction Complete	Not Started	☐	0		30-Dec-23		06-Jan-24	0%	-10
BL011027	Landscaping Complete	Not Started	☐	0		23-Jan-24		08-Jan-24	0%	-11
CO#31000	Change Order #3 Submitted for Review	Not Started	☐	0			01-Sep-23		0%	27
CO#31010	Change Order #3 Approved by Client	Not Started	☐	0				15-Sep-23	0%	27
Delays				1	27-Apr-23	27-Apr-23	10-Apr-23 A	06-Jun-23 A	100%	
Work Summary				344	28-Feb-23	26-Jan-24	28-Feb-23 A	07-Feb-24	53.63%	-12
Statutory Requirements/Permits				247	17-Jan-23	31-Aug-23	27-Jan-23 A	06-Nov-23	77.81%	24
Engineering / Shop Drawings				191	28-Feb-23	01-Sep-23	03-Mar-23 A	14-Oct-23	81.16%	53
Procurement / Material Deliveries				227	13-Mar-23	11-Nov-23	20-Mar-23 A	13-Dec-23	63.46%	8
Construction				351	23-Jan-23	23-Jan-24	08-Feb-23 A	08-Jan-24	63.11%	-11
Delay Events				5	20-May-23	24-May-23	10-Apr-23 A	28-Apr-23 A	100%	
Land development and Playground				351	23-Jan-23	23-Jan-24	08-Feb-23 A	08-Jan-24	63.11%	-11
Enabling Works				302	23-Jan-23	23-Sep-23	08-Feb-23 A	20-Nov-23	88.13%	37
Underground Utilities				209	31-Mar-23	01-Sep-23	27-Mar-23 A	11-Dec-23	61.27%	13
Landscaping and Irrigation Works				103	17-Aug-23	23-Jan-24	27-Sep-23	08-Jan-24	0%	-11
Park Equipments and Site Furnitures Installation				30	28-Oct-23	11-Dec-23	30-Nov-23	05-Jan-24	0%	-7
Community Building				208	27-Apr-23	30-Dec-23	30-Mar-23 A	06-Jan-24	51.07%	-8
Foundation				52	27-Apr-23	28-Jun-23	30-Mar-23 A	02-Sep-23	97.69%	93
Structure				123	24-Jun-23	14-Nov-23	12-Jun-23 A	18-Nov-23	47.78%	29
Shell Structure				123	24-Jun-23	14-Nov-23	12-Jun-23 A	18-Nov-23	47.78%	29
Ground Level				84	24-Jun-23	27-Sep-23	12-Jun-23 A	03-Oct-23	100%	0
2nd Level				88	27-Jul-23	14-Nov-23	27-Jul-23 A	13-Nov-23	32.92%	-7
Roof Level				41	25-Sep-23	18-Oct-23	27-Sep-23	15-Nov-23	0%	-7
Exterior				93	24-Jul-23	20-Oct-23	22-Jun-23 A	18-Nov-23	67.72%	29
Interior Works				72	07-Oct-23	30-Dec-23	17-Jul-23 A	06-Jan-24	7.76%	-8
Ground Level				67	07-Oct-23	23-Dec-23	17-Jul-23 A	02-Jan-24	8.28%	-3
Substrate				11	16-Oct-23	28-Oct-23	14-Oct-23	27-Oct-23	0%	-10
MEPF Works				56	07-Oct-23	09-Dec-23	17-Jul-23 A	16-Dec-23	42.05%	4
Architectural Finishes				56	23-Oct-23	23-Dec-23	21-Oct-23	02-Jan-24	0%	-3
2nd Level				41	27-Oct-23	30-Dec-23	14-Nov-23	06-Jan-24	0%	-10
Substrate				11	27-Oct-23	14-Nov-23	15-Nov-23	01-Dec-23	0%	-7
MEPF Works				28	27-Oct-23	18-Dec-23	14-Nov-23	20-Dec-23	0%	1
Architectural Finishes				32	09-Nov-23	30-Dec-23	28-Nov-23	06-Jan-24	0%	-10
Exterior Works				53	17-Oct-23	21-Dec-23	23-Oct-23	30-Dec-23	0%	-4
Kayak Launch Docking Station				24	22-Sep-23	18-Nov-23	01-Dec-23	30-Dec-23	0%	-2
Testing/Commissioning and Punchout				123	07-Oct-23	26-Jan-24	07-Oct-23	07-Feb-24	0%	-12

Remaining Level of Effort
Actual Level of Effort
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

ToS-Surfside96thStreet-Summary Level

Surfside 96th Street Park_Monthly Update -August2023

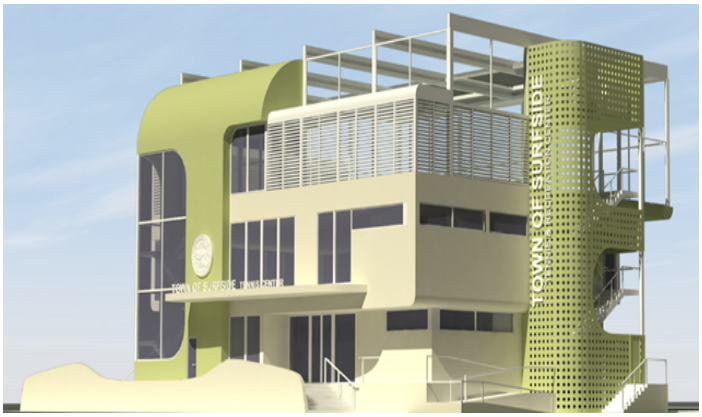
PC-758-BLRS1_UP07

Data Date: 31-Aug-23

LUNACON

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	Phase Start	Phase End
Design Team Procurement	*September 2022*	*November 2022*
Design and Engineering (est.)	*December 2022*	*December 2023*
Construction Procurement (est.)	*October 2024*	*February 2025*
Construction (est.)	*March 2026*	*March 2027*

Project Update

Requesting supplimental fees for October 2023. An item will be presented at the October Town Commission meeting.

Town-wide Traffic Study

Picture

Current Project Phase

Planning Phase

Project Contact Information

Department	Public Works Randy Stokes
Director	The Corradino Group
Engineer of Record	N/A
Architect of Record	The Corradino Group
Project Management	

Funding

Total Budgeted	$204,500
Budget Approval Date	FY22 Budget Amd. No. 7
Commission Authorization to Expend Date	July 12, 2022

Scope

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study.

Project Timeline	Phase Start	Phase End
Traffic Data Collection	*September 2022*	*November 2022*
Traffic Operation Analysis	*December 2022*	*January 2023*
Traffic Calming Analysis	*December 2022*	*October 2023*
Safety Review	*December 2022*	*October 2023*
Traffic Calming Improvement Plan	*March 2023*	*November 2023*
Community Outreach Meeting	*October 2023*	*November 2023*

Project Update

A public outreach meeting will be held in November of 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.

Project Detail Sheet

91st Street - "Surfside Boulevard" Beautification Project

Picture

Current Project Phase

Schematic Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Kimley-Horn
Architect of Record	
Project Management	

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.

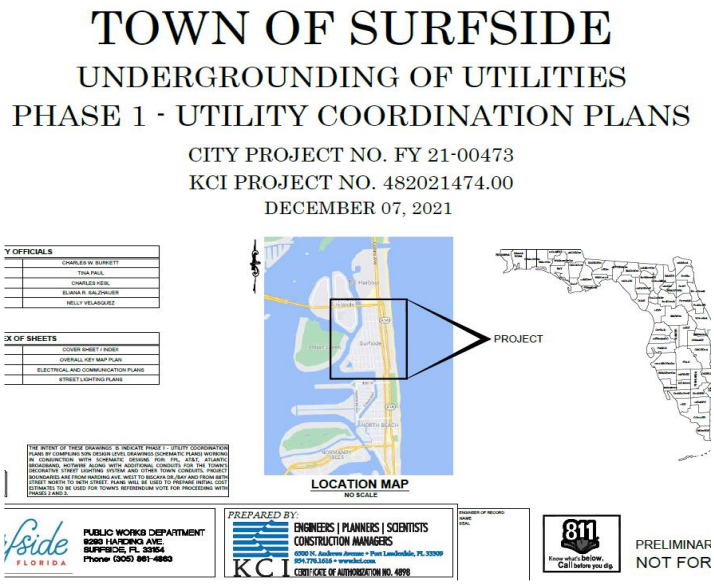
Project Timeline	Phase Start	Phase End
Procuring of Engineering (est.)	*December 2022*	*January 2023*
Plan and Study	*February 2023*	*October 2023*
Engineering & Design (est.)	*October 2023*	*November 2023*
Permitting (est.)	*November 2023*	*Janaury 2024*
Grant Agreement and Funding	*December 2022*	*February 2024*

Project Update

Kimley-Horn and Associates, Inc. authorized to proceed with work.

Town-Wide Utilities Undergrounding Project

Picture



Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Kimley-Horn
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.

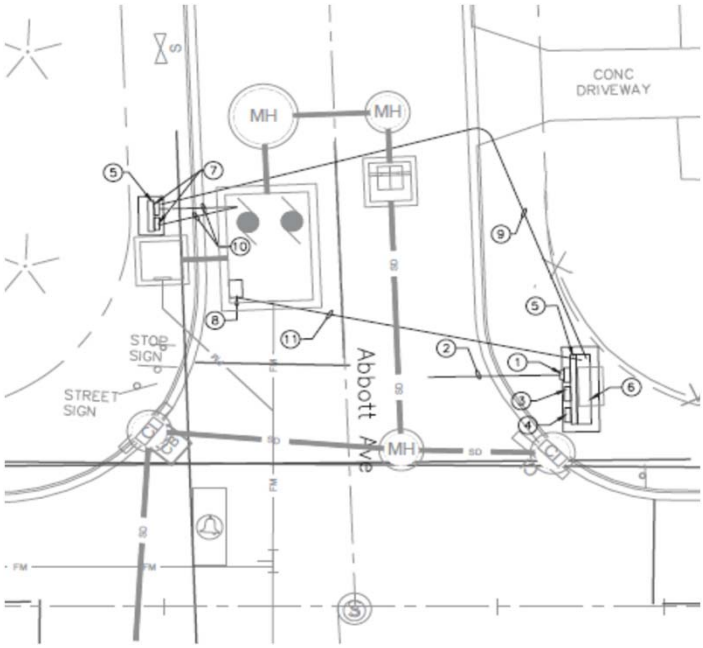
Project Timeline	Phase Start	Phase End
Design Phase	*May 2022*	*August 2024*
Procurement (est.)	*February 2025*	*April 2025*
Construction Phase I (est.)	*August 2025*	*TBD*

Project Update

The Town negotiated a proposal with Kimley Horn for Utilities Undergrounding Project for management support as recommended by the evaluation committee. At its September meeting, the Town Commission approved the agreement with Kimley-Horn for project management services for the Undergrounding of Utilities. Town Staff will present an item for design services in October.

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	NA

Funding

*Total Budgeted**	$3,850,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	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	Phase Start	Phase End
Engineering and Design	*March 2022*	*December 2022*
Permitting	*August 2022*	*January 2023*
Procurement (est.)	*March 2023*	*June 2023*
NTP for Construction (est.)	*July 2023*	*NA*
Construction (est.)	*July 2023*	*May 2024*

Project Update

ITB to be reissued early October of 2023.

Town Drainage Improvement and Flood Hazard Mitigation Plan

Picture

Current Project Phase

Final Review

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Kimley Horn
Architect of Record	N A
Project Management	Kimley Horn

Funding

Total Budgeted	$255,000
Budget Approval Date	September 23, 2021
Commission Authorization to Expend Date	June 14, 2022 Commission Meeting

Scope

The stormwater master plan, which is partially grant funded, will create a comprehensive Town infrastructure planning document geared towards understanding Town localized flooding issues and provide a project bank of projects for the Town to implement as part of the Capital Improvement Plan.

Project Timeline	Phase Start	Phase End
Data Collection and Analysis	*July 2022*	*November 2022*
Stormwater Model	*November 2022*	*February 2023*
Adaptation Strategy	*March 2023*	*May 2023*
Master Plan	*May 2023*	*October 2023*

Project Update

Draft final report provided to the Town which is currently being reviewed in house.

PROJECT SCHEDULE (7/27/2022)

Town of Surfside Stormwater Master Plan

Kimley»Horn

| | | 2022 | | |

Collins Avenue Water Main Design and Permitting

Picture

Current Project Phase

Design Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Nova Consulting
Architect of Record	N/A
Project Management	Nova Consulting

Funding

Total Budgeted	$340,206
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	August 9, 2022

Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

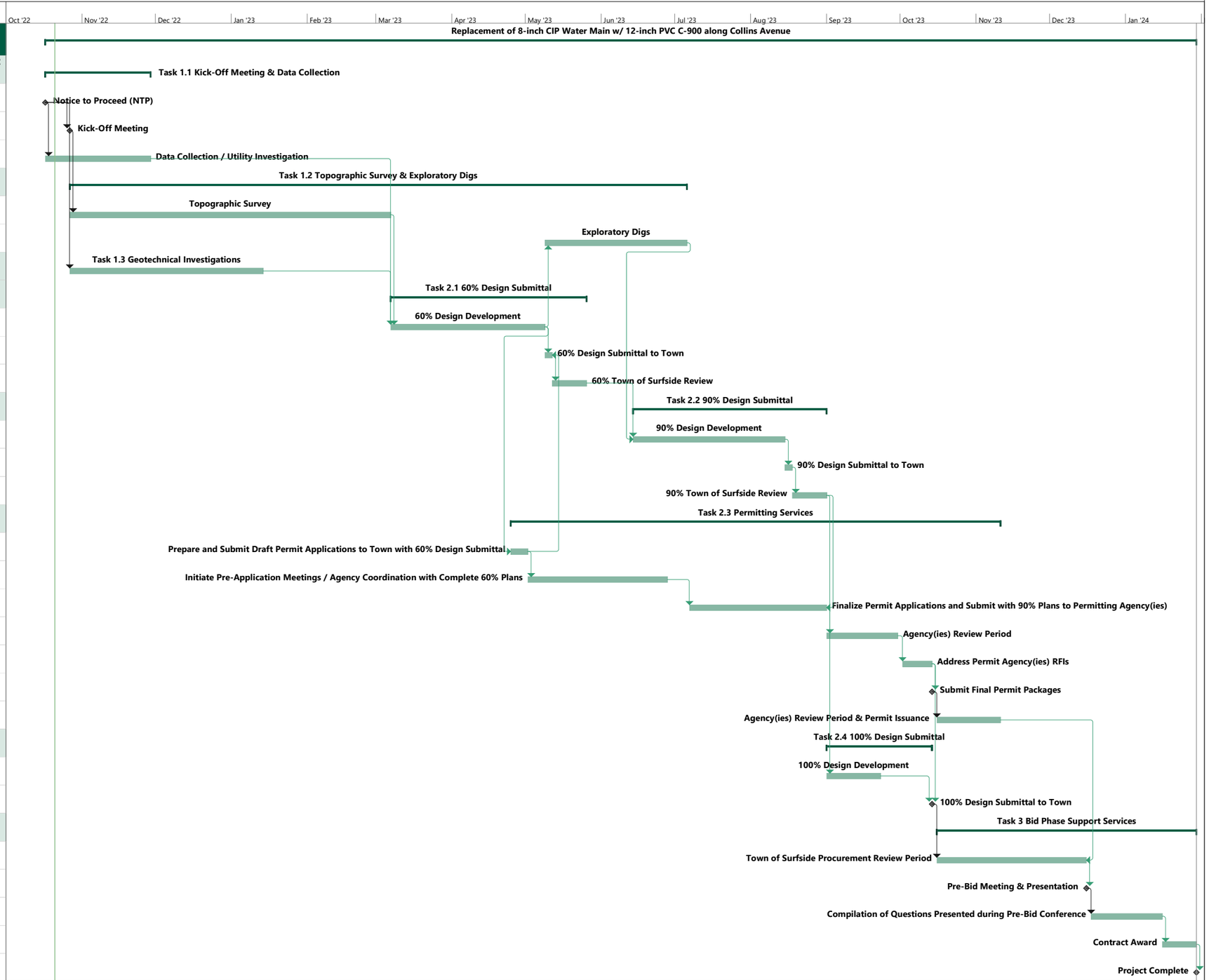
Project Timeline	Phase Start	Phase End
Survey and Geotechnical	*November 2022*	*July 2023*
60% Design	*March 2023*	*May 2023*
90% Design	*June 2023*	*September 2023*
Permitting	*April 2023*	*November 2023*
Procurement Phase (est.)	*TBD*	*TBD*
Constuction (est) - TBD	*TBD*	*TBD*

Project Update

Projects is in 60% design phase. Town will submit an appropriation request.

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

Task ID	Task Name	Duration (Business Days)	Start	Finish
1	**Replacement of 8-inch CIP Water Main w/ 12-inch PVC C-900 along Collins Avenue**	**329 days**	**Mon 10/17/22**	**Mon 1/29/24**
2	**Task 1.1 Kick-Off Meeting & Data Collection**	**30 days**	**Mon 10/17/22**	**Mon 11/28/22**
3	Notice to Proceed (NTP)	0 days	Mon 10/17/22	Mon 10/17/22
4	Kick-Off Meeting	0 days	Thu 10/27/22	Thu 10/27/22
5	Data Collection / Utility Investigation	30 days	Mon 10/17/22	Mon 11/28/22
6	**Task 1.2 Topographic Survey & Exploratory Digs**	**175 days**	**Thu 10/27/22**	**Wed 7/5/23**
7	Topographic Survey	90 days	Thu 10/27/22	Mon 3/6/23
8	Exploratory Digs	40 days	Tue 5/9/23	Wed 7/5/23
9	**Task 1.3 Geotechnical Investigations**	**55 days**	**Thu 10/27/22**	**Fri 1/13/23**
10	**Task 2.1 60% Design Submittal**	**58 days**	**Tue 3/7/23**	**Thu 5/25/23**
11	60% Design Development	45 days	Tue 3/7/23	Mon 5/8/23
12	60% Design Submittal to Town	3 days	Tue 5/9/23	Thu 5/11/23
13	60% Town of Surfside Review	10 days	Fri 5/12/23	Thu 5/25/23
14	**Task 2.2 90% Design Submittal**	**56 days**	**Wed 6/14/23**	**Thu 8/31/23**
15	90% Design Development	43 days	Wed 6/14/23	Mon 8/14/23
16	90% Design Submittal to Town	3 days	Tue 8/15/23	Thu 8/17/23
17	90% Town of Surfside Review	10 days	Fri 8/18/23	Thu 8/31/23
18	**Task 2.3 Permitting Services**	**141 days**	**Tue 4/25/23**	**Fri 11/10/23**
19	Prepare and Submit Draft Permit Applications to Town with 60% Design Submittal	5 days	Tue 4/25/23	Mon 5/1/23
20	Initiate Pre-Application Meetings / Agency Coordination with Complete 60% Plans	40 days	Tue 5/2/23	Tue 6/27/23
21	Finalize Permit Applications and Submit with 90% Plans to Permitting Agency(ies)	40 days	Fri 7/7/23	Thu 8/31/23
22	Agency(ies) Review Period	20 days	Fri 9/1/23	Fri 9/29/23
23	Address Permit Agency(ies) RFIs	10 days	Mon 10/2/23	Fri 10/13/23
24	Submit Final Permit Packages	0 days	Fri 10/13/23	Fri 10/13/23
25	Agency(ies) Review Period & Permit Issuance	20 days	Mon 10/16/23	Fri 11/10/23
26	**Task 2.4 100% Design Submittal**	**30 days**	**Fri 9/1/23**	**Fri 10/13/23**
27	100% Design Development	15 days	Fri 9/1/23	Fri 9/22/23
28	100% Design Submittal to Town	0 days	Fri 10/13/23	Fri 10/13/23
29	**Task 3 Bid Phase Support Services**	**75 days**	**Mon 10/16/23**	**Mon 1/29/24**
30	Town of Surfside Procurement Review Period	45 days	Mon 10/16/23	Fri 12/15/23
31	Pre-Bid Meeting & Presentation	0 days	Fri 12/15/23	Fri 12/15/23
32	Compilation of Questions Presented during Pre-Bid Conference	20 days	Mon 12/18/23	Mon 1/15/24
33	Contract Award	10 days	Tue 1/16/24	Mon 1/29/24
34	Project Complete	0 days	Mon 1/29/24	Mon 1/29/24



Project: Replacement of 8-inch CIP w/ 12-inch PVC C-900 along Collins Avenue
Date: Fri 10/21/22

Task | Split | Milestone | Summary

Preliminary Project Schedule for the Replacement of Approximately 5,920 LF of Existing 8-inch CIP Water Main with 12-inch PVC C-900 Pipe along Collins Avenue

Nova Consulting

Fri 10/21/22

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

Total Budgeted	
Budget Approval Date	$140,000
Commission Authorization to Expend Date	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

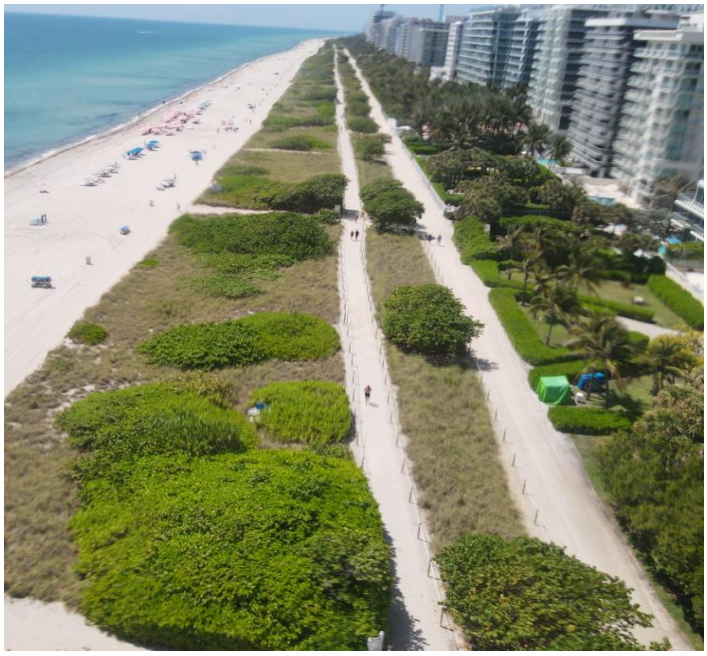
	Phase Start	Phase End
Procurement	*April 2023*	*June 2023*
Notice to Proceed and Kick off (est.)	*July 2023*	*July 2023*
Construction/Replacement (est.)	*August 2023*	*October 2023*

Project Update

Smart Air expects to have the split unit and RTU coated and ready to install in the next 2 - 3 weeks. Main unit is scheduled to ship out first week of November.

Dune Resiliency and Beautification Project

Picture



Current Project Phase

Design Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Kimley-Horn
Architect of Record	TBD
Project Management	Public Works

Funding

Total Budgeted	$72,000 September
Budget Approval Date	28, 2022
Commission Authorization to Expend Date	TBD

Scope

The Commission tasked Town administration to promote both dune beautification and resiliency improvements. Town administration is seeking engineering and design services in order to meet the objective in a manner that is Florida Friendly and promotes the natural plant diversity of the dunes.

Project Timeline	Phase Start	Phase End
Procuring of Engineering	*December 2022*	*March 2023*
Plan and Study (est.)	*March 2023*	*October 2023*
Design (est.)	*October 2023*	*November 2023*
Permitting (est.)	*November 2023*	*January 2024*
Grant Agreement and Grant Funding (est.)	*December 2022*	*February 2024*
Construction (est.)	*March 2024*	*December 2024*

Project Update

Town is pursuing another Florida Department of Environmental Protection (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: **October 3, 2023**

SUBJECT: **Office of the Town Attorney Report for October 10, 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:

September 11, 2023 – Tourist Board Meeting

September 12, 2023 – Special Town Commission Meeting – First Budget Hearing

September 12, 2023 – Regular Town Commission Meeting

September 27, 2023 – Special Town Commission Meeting – Second Budget Hearing

September 27, 2023 – Special Town Commission Meeting – Quasi-Judicial Hearing

September 28, 2023 – Planning and Zoning Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary for the above noted meetings, in addition to drafting or

assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative 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-Permitees Named in the National Pollutant Discharge Elimination System

Permit No.Fls000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)

- Ordinance Amending the Town Code by Amending Section 90-2. - "Definitions" to Amend the Definition of "Story" and to Create A Definition of "Nonhabitable Understory;" Creating a New Section 90-49.5. – "Nonhabitable Understory" to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town's Transit Services Funding
- Resolution Adopting the Town's Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O'Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside's Farmer's Market
- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code "Prohibited Noises" relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code "Marine Structures" to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
- Ordinance Amending Section 90-47 of the Town Code "Yards, Generally Allowable Projections" to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 24th "Surfside Champlain Towers South Remembrance Day"
- Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities
- Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03

- Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
- Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
- Ordinance Amending Section 90-2 “Definitions” to Revise the Definition for “Lot Coverage” and Section 90-49 “Lot Standards” to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
- Ordinance Amending Section 54-78(15) “Prohibited Noises,” and Section 66-7 “Disposal of Grass Cuttings and Hedge Trimmings” to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours
- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, “Landscape Requirements” of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
- Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
- Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
- Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
- Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
- Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
- Resolution Approving Budget Amendment No. 7 for FY 2022 Budget
- Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
- Resolution Approval and Piggyback Agreement for Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to Miami-Dade County RFP No. 01488
- Resolution Approving Employee Health Benefits Contract Renewal for FY 2023
- Resolution Approving Budget Amendment No. 8 for FY 2022
- Beach Furniture Ordinance
- Resolution Adopting a Proposed Millage Rate of 4.2000 Mills for the Fiscal Year 2023, Greater than the Rolled Back Rate of 3.7102 Mills Computed Pursuant to State Law by 13.20%
- Resolution Adopting a Tentative Budget for the Fiscal Year Commencing October 1, 2022 and Ending September 30, 2023
- Resolution Approving and Adopting Multi-Year Water and Sewer Rates and Service Charges Effective October 1, 2022 for Fiscal Years 2023 to 2026

- Resolution Supporting the Designation and Renaming of State Road A1A/Collins Avenue Between 87th Terrace and 88th Street as "98 Points Of Light Way" to Honor and In Remembrance of the Victims of the Champlain Towers South Building Collapse
- Resolution Approving an Agreement with SimpleView, LLC for Website Consulting, Development, and Hosting Services for the Redesign and Relaunch of the Town's "Visit Surfside" Visitor Website
- Resolution Supporting the Town's Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project; Confirming the Town's Ability to Fund and Support the Permitting, Design, Construction, and Monitoring of the Town's Dune Restoration Project
- Resolution Approving and Supporting the Submission of Grant Applications for Town's Priority Projects Between October 1, 2022, and September 30, 2023, Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by the Town Commission
- Resolution Approving an Agreement With Beach Raker, LLC for Beach Cleaning and Maintenance Services in an Amount not to Exceed $171,000 Annually Utilizing the Terms and Conditions of Village of Key Biscayne Contract No.2021-11-29
- Agreement with Beach Raker LLC for Beach Cleaning and Maintenance Services
- Resolution Approving Budget Amendment No. 9 for the Fiscal Year 2022 Budget
- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste; Reimposing Solid Waste Service Assessments Against Assessed Residential Property for The Fiscal Year Beginning October 1, 2022
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-67 – "Emergency Power Generators" to Permit the Installation of Emergency Power Generators on the Rooftop of Residential Structures in the H30A and H30B Zoning Districts
- Resolution Providing for Ratification of the Collective Bargaining Agreement between AFSCME Florida Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO and the Town of Surfside in effect from October 1, 2022 through September 30, 2025
- Resolution Adopting the Final Millage Rate For the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Adopting A Final Budget for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Establishing A Sister City Relationship with the Region Of Shomron, Israel to Promote Educational, Informational, Cultural and Economic Exchanges
- Resolution Approving A Utility Work By Highway Contractor Agreement with the State of Florida Department Of Transportation (FDOT) for Utility Valve Adjustments to Town-Owned Utility Facilities on State Road A1A in Connection with FDOT Project No. 443899
- Resolution Approving and Authorizing Expenditure of Funds to AT&T for Quotation Development and Engineering Preparation Charges required in connection with Preparation of Special Construction Estimates for the Utilities Undergrounding Project

- Resolution Approving Budget Amendment No. 1 for FY 2023 Budget
- Resolution Approving an Agreement with Atlantic Pipe Services, LLC For Pipe and Manhole Lining, Renewal, And Rehabilitation Services Utilizing the Terms and Conditions of the St. Johns County, Florida, Contract No. 21-Mcc-Atl-13188
- Resolution Approving an Agreement with GM Sports Tennis, LLC for the Town's Youth Tennis Program
- Resolution Approving an Agreement with Alves Sports Group LLC for the Town's Youth Soccer Program
- Resolution Approving the Purchase of Printing and Mailing Services for the Town Gazette
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Approving and Authorizing the Purchase of Four (4) 2022 Ford F-150 Vehicles from Walker Ford Co Inc. for the Town's Public Works and Parks and Recreation Departments
- Resolution Approving and Authorizing the Purchase of Stormwater Pump Repair Services from the Florida Department of Transportation (FDOT) Approved Vendor Xylem Water Solutions USA, Inc.
- Resolution Approving the Appointment of Richard Gendler LLC as the Special Master for the Town and the Code Compliance Department
- Resolution Approving a Donation to the Pelican Harbor Seabird Station in Support and Sponsorship of Their Program
- Resolution Approving State Legislative Priorities for 2023
- Ordinance Amending Section 90-15 of Zoning Code to Modify Membership Qualification Requirements for Planning & Zoning Board
- Resolution Approving the Purchase of Portable Radios and Related Services from Motorola Solutions, Inc. for the Town's Police Department
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed $40,000 to Engage Marlin Engineering for a Zoning Code and Design Guidelines Update
- Resolution Approving the Purchase of a Schwarze Industries Street Sweeper Model A4 Storm from Tampa Crane & Body Acquisition, LLC using Sourcewell Contract No. 093021-SWZ
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Ford Police Interceptor Utility Vehicles, Together With (I) Emergency Lighting Equipment, (Ii) Graphics, (Iii) Radio Equipment, and (Iv) Radio Programming for Each Police Vehicle
- Resolution Approving and Accepting a Grant Award Agreement with the State of Florida Department of State, Division of Arts and Culture, for the Champlain Towers South Memorial
- Resolution Approving and Accepting a Matching Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Surfside Abbott Avenue Stormwater Improvements Project

- Resolution Approving the Purchase of Phase 2 Services From Kofile Technologies, Inc. for Preservation, Archival, and Digitization of Historical Town Documents
- Resolution Approving an Agreement with Beachside Events LLC for Third Thursdays Event Series Production Services
- Resolution Approving an Agreement with Beachside Events LLC for Music of the Beach Event Series Production Services
- Resolution Approving and Authorizing the Town Manager to enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for Purchase and Installation of New Playground Equipment and Related Surfacing and Outdoor Fitness Equipment for Hawthorne Tot Lot Park
- Resolution Approving a Project Agreement with The Corradino Group, Inc. to Provide Building Design and Permitting Services for the Surfside Tennis Center Reconstruction Project
- Resolution Approving and Authorizing the Town Manager to Enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for the Purchase and Installation of Outdoor Fitness Equipment at Town Beach Ends
- Resolution Approving an Agreement with Beach Time Max, LLC for Beach Furniture Service Operations at the Community Center
- Resolution Approving the Purchase and Expenditure of Turtle-Friendly Solar Powered Bollards from First Light Technologies LTD for Hardpack
- Resolution Selecting and Awarding a Contract for Construction to Lunacon Engineering Group, Corp. for Construction of 96th Street Park Pursuant to RFP No. 2022-05
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A., Pursuant to the Continuing Services Agreement for 96th Street Park Construction Management and Owner Representation Services
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed $120,000 to Engage Marlin Engineering, Inc. for Phase 2 of the Downtown Walkability and Design Study
- Resolution and License Agreement with the State of Florida Department of Transportation (FDOT) for Use of the Town Right-of-Way on 88th Street and Veterans Park in Connection with Crosswalk Improvements at the Intersection of 88th Street and State A1A Harding Avenue (FDOT Project No. 443899)
- Resolution Approving Budget Amendment No. 3 for The Fiscal Year 2023 Budget
- Resolution Approving and Authorizing the Pump Station Purchase from Barney's Pumps Inc. in an amount not to exceed $26,507.00.
- Resolution Incorporating Decorative Street Signs and Traffic Control Poles into the Town's Utility Undergrounding Project, and Selecting Design Option
- Resolution Approving Purchase of Supplementation Services from CiviPlus LLC for Codification of Town Ordinances in Municode.

- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programing
- Resolution Approving an Agreement and Addendum with Zambelli Fireworks Manufacturing Co. for Fourth of July Fireworks Display Services
- Ordinance Amending the Town of Surfside Code Of Ordinances by Amending Section 90.61.1(C) of Article V. – Design Standards of Chapter 90 of The Town
- 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
- 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

October 2023

- Resolution Approving and Accepting a State-Funded Grant Agreement with the Florida Department of Commerce (FDOC) for the Downtown Alleyway Surfside Project.
- Resolution Approving Budget Amendment No. 1 for the Fiscal Year 2024 Budget.
- Resolution Approving a Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City Of Sweetwater.
- Resolution Approving an Amendment to the Project Agreement with the Corradino Group, Inc. for Additional Professional Engineering Building Design and Permitting Services for the Tennis Recreation Center Building Improvement Project.
- Resolution 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.
- Ordinance Adopting Chapter 73, "Capital Improvement Projects," Providing for a Definition of Town "Capital Improvement Projects"; and Establishing the Method for Planning, Budgeting, and Implementing Such Projects.
- Ordinance Amending Article VI. - "Water Shortage Regulations" of Chapter 78 - "Utilities," of the Town's Code of Ordinances to Incorporate Applicable Miami-Dade County Permanent Year-Round Landscape Irrigation Restrictions and Provide for Enforcement by the Town.
- Ordinance Amending Section 2-206 "Public Participation" Relating to Citizens Presentations.
- Ordinance Amending Chapter 72 "Telecommunications", Section 72-28 "Definitions," Section 72-31 "Placement or Maintenance of a Communications Facility In Public Rights-of-Way", and Section 72-35 "Existing Communications Facilities In Public Rights-of-Way" to Require Undergrounding of all New Communications Lines within the Town's Boundaries.

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.

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 3D23-1572 in the Third District Court of Appeal. On August 30, 2023, Solimar filed a Notice of Appeal of the Final Judgment Order (from the underlying trial court Case No. 2019-025481-CA-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida) in the Third District Court of Appeal. The Town filed a Notice of Appearance on September 20, 2023. The deadline for Solimar to file its Initial Brief is November 8, 2023 and the Town will file an Answer Brief 30 days thereafter.

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. Preparation and establishment of the Town's legislative priorities for the 2024 Legislative Session; Matters which we will continue to work on and anticipate in the upcoming months include: monitoring of NIST's nvestigations as to the cause of the CTS collapse; CTS memorial site/park 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; Design/engineering and construction for the Tennis Recreational Center;

Contract for construction and administration of for 96th Street Park construction; implementation and purchase of solar ballards lighting for hardpack (phase II); 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; 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; Ordinance Regulation Public Rights-of-Way and R/W Encroachment Agreement; continued assistance with implementation of AFSCME Florida Council 79 Union for Town civilian employees; Revised 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; Charter Ballot Questions and Election; 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; MOU with Indian Creek Village for Sewer Facilities; RFQ for CCNA specialized engineering services; and RFP for stormwater maintenance services.

MEMORANDUM

ITEM NO. 9A.

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

From: Hector Gomez, Town Manager

Date: October 10, 2023

Subject: **Formal Complaints regarding Commissioner Nelly Velasquez**

Town Administration is seeking direction from the Town Commission at the October 10, 2023, Town Commission Meeting to address the complaints filed. This includes specifically the authority to engage and perform an independent investigation and authority to expend funds for the same.

The Human Resources Director, Yamileth Slate-McCloud, received two formal complaints from Town employees referencing inappropriate, unprofessional and "discriminatory" comments made by Commissioner Nelly Velazquez to a Town employee and for creating a "hostile work environment" to another employee.

Pursuant to the Personnel Policies and Procedures Manual (Chapter 4, Section L. Anti-Discrimination, Harassment and Other Complaint Policy, Section 10.a. iv. Complaint Procedure), when a complaint is made against a Charter Officer or an Elected Official, the complaint shall be forwarded by the Human Resources Director to the Town Commission for action. Any investigation of a complaint made against a Charter Officer, or an elected official will be conducted by an independent third party.

Town of Surfside
Regular Town Commission Meeting
October 10, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B.
Date: October 10, 2023
From: Hector Gomez, Town Manager
Subject: Tourism Board Approved Collins Avenue Monument Sign for Town Commission Review and Approval

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Suggested Action: – The Administration is seeking direction on whether to move forward with a new monument sign for Collins Avenue and 88th Street funded by the Tourist Board.

Background/Analysis: – The Tourist Board has discussed replacing the monument sign on Collins Avenue and 88th Street. Staff created a series of design options that would complement the existing signs and at the September 11 Tourist Board meeting, the Board selected a design option which features the script Surfside logo in addition to the Town seal which is being officially recommended to the Town Commission.

The selection can be seen in Attachment A, Tourist Board Selection.

The cost estimate for this option can be seen in Attachment B, Monument Sign Proposal Plus Town Seal along with an updated rendering on Attachment C.

Additionally, there are further options for the Commission to consider which can be seen in Attachment D – Additional Sign Designs.

Attachment E includes pricing for the extra options.

Budget Impact: – Please refer to attachments B and E for options.

TOWN OF
SURFSIDE
FLORIDA
MIAMI-DADE COUNTY
WELCOME TO
Surfside
FLORIDA
SPEED
LIMIT
30
88 Street

DON BELL SIGNS LLC
365 Oak Place
Port Orange, FL 32127
800-824-0080
Fx: 386-763-4762

ADVERTISING DISPLAY SYSTEM PURCHASE AGREEMENT

"Customer":
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

Project:
BYRON AVENUE @ 88TH STREET SIGN
SURFSIDE, FLORIDA

License: Florida ES#0000146 Prepared by: VALERI GRUB Date: 9/18/2023 Contract: 1800275R4

Don Bell Signs, LLC, (the "Company") Will Supply Labor, Materials & Necessary Equipment to Perform the Following for the "Customer":

DON BELL SIGNS TO FABRICATE AND INSTALL:

OPTION ONE--ONE SINGLE FACE INTERNALLY ILLUMINATED ENTRANCE SIGN 6' X 5' ALUMINUM FACE WITH ROUTED OUT COPY WITH PUSH THROUGH ACRYLIC LETTERS. COVE LIGHTING AT THE TOP AND 3 AT THE BOTTOM. $12,467.00

OPTION TWO--ONE SINGLE FACE ILLUMINATED ENTRANCE 6' X 5' WITH AN ALUMINUM FACE. THE LETTERS ARE ROUTED OUT AND BACKED WITH PUSH THROUGH ACRYLIC LETTERS. THE "FLORIDA" LETTERS ARE FLAT CUT OUT ALUMINUM STUD MOUNTED. COVE LIGHTING AT THE TOP AND 3 COVE LIGHTING STRIPS AT THE BOTTOM. DB HAS ADDED AN ILLUMINATED CITY LOGO PER THE TOWNS' DRAWING. $13,876.00

ENGINEERING AND PERMITTING ARE ADDITIONAL

50% DOWN

Specifications and customer approved print # (if applicable and is attached hereto). TO BE PROVIDED *as of* 09/18/23 *hereby becomes a part of this contract*

SALES PRICE: $ _____
(One of the following boxes must be checked)

A. ☑ *The project attaches to and becomes a part of Real Property and is not subject to Florida Sales Tax.*

B. ☐ *The project is considered Tangible Personal Property and Florida Sales Tax is not included in the Sales Price. Tax to be billed on final invoice.*

C. ☐ *The project has BOTH Real Property and Tangible Personal Property. Florida Sales Tax breakdown is needed above.*

Customers outside of Florida are responsible for the payment of applicable sales tax in their appropriate state.

The cost of permits, permit acquisition and engineering fees will be added to the sales price, unless specified above. All changes and/or modifications made to the referenced customer approved prints or scope of work will incur applicable material and labor charges specific to the change. All overdue invoices shall bear interest at 1.5% per month.

Terms: *Down Payment Percentage:* 50% *Down Payment Due: $* 0.00 *Balance due upon completion.*
Down Payment is non-refundable

This proposal does not include changeable copy letters (unless specified above) or de-energizing of overhead power lines where applicable. Additional foundation costs incurred as a result of abnormal soil conditions; rock, caliche, water intrusion and/or underground obstructions including utilities will be billed additional to the amount of this contract. Should the permit issuing entity revoke or rescind the permit for any reason beyond our control, after the aforementioned display has been built and their action or the action of the CUSTOMER prevents completion of the installation, the CUSTOMER is still obligated to the terms of this contract. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT PRIMARY ELECTRIC SERVICE, PHONE LINES, COMMUNICATION LINES AND HOOK UPS ARE THE CUSTOMER'S RESPONSIBILITY. THE CONTRACT BALANCE OF PAYMENT BECOMES DUE AND PAYABLE UPON INSTALLATION OF THE SIGN DISPLAY.** (In the event, however, that electrical and/or phone service is not in place at the time of display installation a ten (10%) percent retainage may be held by Customer until such service is installed. In no event may such retainage holdback exceed forty five (45) days from date of display installation).**IF THIS CONTRACT INCLUDES AN ELECTRONIC MESSAGE CENTER OR TIME AND TEMPERATURE DISPLAY, CUSTOMER AGREES TO INSTALL, AT CUSTOMER'S EXPENSE, PRIMARY ELECTRICAL SURGE SUPPRESSION AND DISPLAY GROUNDING DEVICES SPECIFIED BY THE COMPANY.**

The Company warrants this display to be free of defects in material and/or workmanship for a period of one year from the installation date. **THERE ARE NO WARRANTIES MADE BY THE COMPANY EXCEPT AS EXPRESSLY SET FORTH HEREIN. WARRANTIES OF MERCHANTIBILITY & FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.** All work will be completed in a workmanlike manner. All agreements are contingent upon strikes, accidents or delays beyond the control of the Company. Our workers are fully covered by workman's compensation insurance.

This Agreement shall be construed and interpreted under and according to the laws of the State of Florida. The parties to this Agreement consent to the exclusive jurisdiction and venue of the courts of the State of Florida in the County of Volusia in connection with any and all actions arising out of this Agreement. In the event that there is any litigation concerning this Agreement, the prevailing party, in such litigation, shall be entitled to recover it's attorney's fees, costs, and expenses incurred in connection with the litigation at trial court, appellate court or bankruptcy court.

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent by affixing their hands and seals hereto, that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Agreement made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct of fraud or any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

In the event the sign display cannot be installed due to any delay for causes beyond the control of COMPANY or is not installed due to CUSTOMER'S request, the Contract Balance shall become immediately due and payable, less the cost for installation. CUSTOMER will be responsible for storage charges in the amount of 1/2 of 1 percent of the purchase price per month until installed. In the event of any default or failure of performance hereunder by COMPANY, including but not limited to a breach of this agreement or the direct, active negligence or other wrongful act or omission of COMPANY generating a cause of action in favor of CUSTOMER, COMPANY's liability shall be limited to the total amount of the payments actually made by CUSTOMER to COMPANY hereunder as of the time of the accrual of such cause of action. In no event shall COMPANY have any liability or legal responsibility to CUSTOMER or to any third person, whether for damage to person or property, business or economic damages, damages to products, goods or any other thing or legal or property right or interest, in excess of such amounts actually paid by CUSTOMER to COMPANY hereunder as of the time such cause of action accrues. CUSTOMER hereby indemnifies COMPANY, holds COMPANY harmless, and shall defend at its own expense and thereafter satisfy and discharge from its own funds and resources, any and all such claims against the COMPANY arising of, from or through its actions or inactions or the products, services or materials taken, delivered or installed by the COMPANY, its agents or its independent contractors pursuant to this contract, whether made by or on behalf of itself, its employees, agents, privies, successors or assigns, or any third person, for all time and anywhere in the world.

Customer Signature _____ Date
Customer Name/Title _____ Please Print

Accepted by _____ Date
DBS Officer _____ Please Print

A Notice to Proceed from the CUSTOMER will bind the terms and conditions of this contract

Scope of Work: A

Don Bell Signs to fabricate & install:
(1) S/F ILLUMINATED MONUMENT SIGN AS NOTED

NOTES:
All hardware to be non-corrosive.
Landscaping by others

COVE LIGHTING :
White Led's to illum on blue bkgd

LOGO:
Push thru w/ digital print to illuminate

WELCOME TO :
Push thru copy w/ vinyl overlay to illuminate

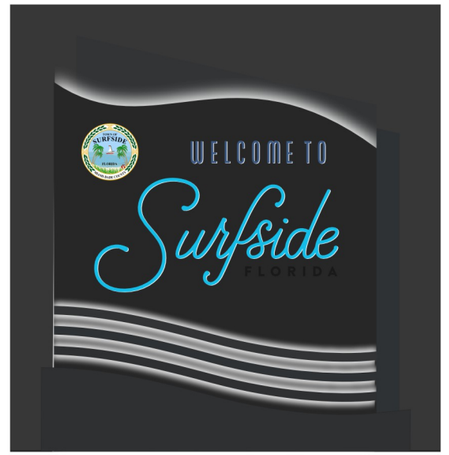
SURFSIDE :
Push thru copy w/ vinyl overlay to illuminate

FLORIDA:
1/4" FCO acrylic copy to stud mount

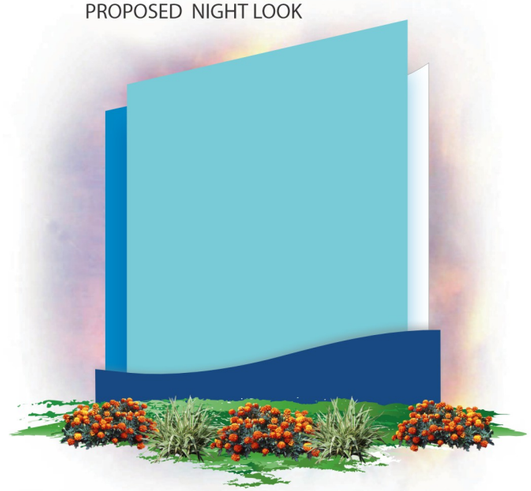
WAVES (3 stripes):
Cove lighting w/ white halo illum

NOTE:
Allowed Max Sq Ft = NA
Proposed Sq Ft = 30

S/F ILLUMINATED MONUMNT SIGN Scale: 1" = 1'
30 Sq. Ft.



PROPOSED NIGHT LOOK



OPPOSITE SIDE:

COLOR SPEC'S

- MP 950 Roman Bath Blue
- MP 09133 Process Cyan U
- MP 11584 Puget Sound Blue
- MP 29214 Coral
- White
- 3M 3630-337 Process Blue
- 3M 3630-137 European Blue

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

Note: This design pending engineering.

TOWN OF Surfside

DESIGN #: 1800275 R4
DATE: 7.20.23
DRAWN BY: Julie

Revisions / Date / Initials

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 1

ACCOUNT: SURFSIDE
STREET: BYRON AVE & 88TH ST
CITY: SURFSIDE STATE: FL
SALES REP.: VALERI GRUB
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL DATE

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.

DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

WELCOME TO

SURFSIDE

WELCOME TO

SURFSIDE

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

SPEED LIMIT 30

88 Street

WELCOME TO

SURFSIDE

WELCOME TO

SURFSIDE

SPEED LIMIT 30

88 Street

WELCOME TO

SURFSIDE

SPEED LIMIT 30

88 Street

WELCOME TO

Surfside

FLORIDA

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

SPEED LIMIT 30

88 Street

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SPEED LIMIT 30

88 Street

WELCOME TO

Surfside

FLORIDA

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

SPEED LIMIT 30

88 Street

DON BELL SIGNS LLC
365 Oak Place
Port Orange, FL 32127
800-824-0080
Fx: 386-763-4762

ADVERTISING DISPLAY SYSTEM PURCHASE AGREEMENT

"Customer":
TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

Project:
BYRON AVENUE @ 88TH STREET SIGN
SURFSIDE, FLORIDA

License: Florida ES#0000146 Prepared by: VALERI GRUB Date: 8/1/2023 Contract: 1800275R3

Don Bell Signs, LLC, (the "Company") Will Supply Labor, Materials & Necessary Equipment to Perform the Following for the "Customer":

DON BELL SIGNS TO FABRICATE AND INSTALL:

OPTION ONE--ONE SINGLE FACE INTERNALLY ILLUMINATED ENTRANCE SIGN 6' X 5' ALUMINUM FACE WITH ROUTED OUT COPY WITH PUSH THROUGH ACRYLIC LETTERS. COVE LIGHTING AT THE TOP AND 3 AT THE BOTTOM. $12,467.00

OPTION TWO--ONE SINGLE FACE ILLUMINATED ENTRANCE 6' X 5' WITH AN ALUMINUM FACE. THE LETTERS ARE ROUTED OUT AND BACKED WITH PUSH THROUGH ACRYLIC LETTERS. THE "FLORIDA" LETTERS ARE FLAT CUT OUT ALUMINUM STUD MOUNTED. COVE LIGHTING AT THE TOP AND 3 COVE LIGHTING STRIPS AT THE BOTTOM. $12,976.00

ENGINEERING AND PERMITTING ARE ADDITIONAL

50% DOWN

Specifications and customer approved print # (if applicable and is attached hereto). 1800275R3 *as of* 05/23/23 *hereby becomes a part of this contract*

SALES PRICE: $ _____
(One of the following boxes must be checked)

A. ☑ *The project attaches to and becomes a part of Real Property and is not subject to Florida Sales Tax.*

B. ☐ *The project is considered Tangible Personal Property and Florida Sales Tax is not included in the Sales Price. Tax to be billed on final invoice.*

C. ☐ *The project has BOTH Real Property and Tangible Personal Property. Florida Sales Tax breakdown is needed above.*

Customers outside of Florida are responsible for the payment of applicable sales tax in their appropriate state.

The cost of permits, permit acquisition and engineering fees will be added to the sales price, unless specified above. All changes and/or modifications made to the referenced customer approved prints or scope of work will incur applicable material and labor charges specific to the change. All overdue invoices shall bear interest at 1.5% per month.

Terms: *Down Payment Percentage:* 50% *Down Payment Due: $* 0.00 *Balance due upon completion.*
Down Payment is non-refundable

This proposal does not include changeable copy letters (unless specified above) or de-energizing of overhead power lines where applicable. Additional foundation costs incurred as a result of abnormal soil conditions; rock, caliche, water intrusion and/or underground obstructions including utilities will be billed additional to the amount of this contract. Should the permit issuing entity revoke or rescind the permit for any reason beyond our control, after the aforementioned display has been built and their action or the action of the CUSTOMER prevents completion of the installation, the CUSTOMER is still obligated to the terms of this contract. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT PRIMARY ELECTRIC SERVICE, PHONE LINES, COMMUNICATION LINES AND HOOK UPS ARE THE CUSTOMER'S RESPONSIBILITY. THE CONTRACT BALANCE OF PAYMENT BECOMES DUE AND PAYABLE UPON INSTALLATION OF THE SIGN DISPLAY.** (In the event, however, that electrical and/or phone service is not in place at the time of display installation a ten (10%) percent retainage may be held by Customer until such service is installed. In no event may such retainage holdback exceed forty five (45) days from date of display installation).**IF THIS CONTRACT INCLUDES AN ELECTRONIC MESSAGE CENTER OR TIME AND TEMPERATURE DISPLAY, CUSTOMER AGREES TO INSTALL, AT CUSTOMER'S EXPENSE, PRIMARY ELECTRICAL SURGE SUPPRESSION AND DISPLAY GROUNDING DEVICES SPECIFIED BY THE COMPANY.**

The Company warrants this display to be free of defects in material and/or workmanship for a period of one year from the installation date. **THERE ARE NO WARRANTIES MADE BY THE COMPANY EXCEPT AS EXPRESSLY SET FORTH HEREIN. WARRANTIES OF MERCHANTIBILITY & FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.** All work will be completed in a workmanlike manner. All agreements are contingent upon strikes, accidents or delays beyond the control of the Company. Our workers are fully covered by workman's compensation insurance.

This Agreement shall be construed and interpreted under and according to the laws of the State of Florida. The parties to this Agreement consent to the exclusive jurisdiction and venue of the courts of the State of Florida in the County of Volusia in connection with any and all actions arising out of this Agreement. In the event that there is any litigation concerning this Agreement, the prevailing party, in such litigation, shall be entitled to recover it's attorney's fees, costs, and expenses incurred in connection with the litigation at trial court, appellate court or bankruptcy court.

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent by affixing their hands and seals hereto, that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Agreement made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct of fraud or any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

In the event the sign display cannot be installed due to any delay for causes beyond the control of COMPANY or is not installed due to CUSTOMER'S request, the Contract Balance shall become immediately due and payable, less the cost for installation. CUSTOMER will be responsible for storage charges in the amount of 1/2 of 1 percent of the purchase price per month until installed. In the event of any default or failure of performance hereunder by COMPANY, including but not limited to a breach of this agreement or the direct, active negligence or other wrongful act or omission of COMPANY generating a cause of action in favor of CUSTOMER, COMPANY's liability shall be limited to the total amount of the payments actually made by CUSTOMER to COMPANY hereunder as of the time of the accrual of such cause of action. In no event shall COMPANY have any liability or legal responsibility to CUSTOMER or to any third person, whether for damage to person or property, business or economic damages, damages to products, goods or any other thing or legal or property right or interest, in excess of such amounts actually paid by CUSTOMER to COMPANY hereunder as of the time such cause of action accrues. CUSTOMER hereby indemnifies COMPANY, holds COMPANY harmless, and shall defend at its own expense and thereafter satisfy and discharge from its own funds and resources, any and all such claims against the COMPANY arising of, from or through its actions or inactions or the products, services or materials taken, delivered or installed by the COMPANY, its agents or its independent contractors pursuant to this contract, whether made by or on behalf of itself, its employees, agents, privies, successors or assigns, or any third person, for all time and anywhere in the world.

Customer Signature _____ Date
Customer Name/Title _____ Please Print

Accepted by _____ Date
DBS Officer _____ Please Print

A Notice to Proceed from the CUSTOMER will bind the terms and conditions of this contract

Town of Surfside
Regular Town Commission Meeting
October 10, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C.
Date: October 10, 2023
From: Hector Gomez, Town Manager
Subject: Dune Resiliency Project Update

Background/Analysis: – The Town of Surfside retained Kimley Horn to undertake the Town Dune Resiliency project with the goal of beautifying the current dune system, raising the existing elevation and adding amenities such as shade and seating areas. **Attachment A** - *Presentation*, presents some of the efforts to date.

DUNE VEGETATION

Seagrape

Seashore Dropseed

Sea Oats

Spider Lily

Salt Meadow Cordgrass

Seaside Joyweed

Beach Morning Glory

Seaside Elder

Beach Sunflower

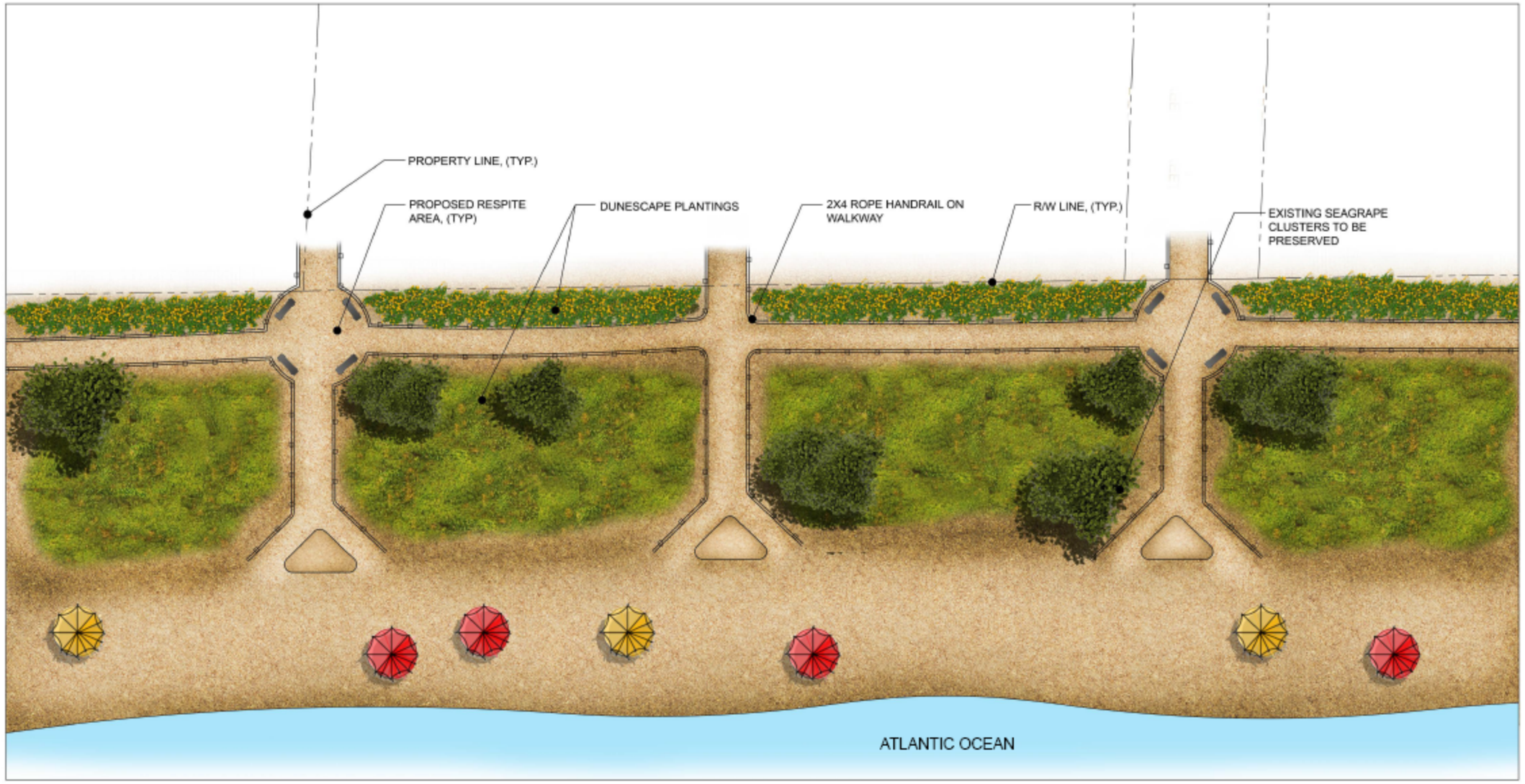
HARDSCAPE

Bench option #1

Bench option #2

Bench option #3

Rope Handrail



DUNE RESILIENCY AND BEAUTIFICATION

SURFSIDE, FL

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

Kimley»Horn

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD88, TO CONVERT ELEVATIONS TO NAVD29, SUBTRACT 1.50'.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

For fast, Pro fast, It's the law.
www.pulsurfing.com

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR

TOWN OF SURFSIDE

TOWN OF SURFSIDE FLORIDA

SHEET C0 382

KEYMAP

KHA PROJECT	143332004
DATE	AUG 2023
SCALE	AS SHOWN
DESIGNED BY	SV
DRAWN BY	SV
CHECKED BY	SV

LICENSED PROFESSIONAL

STEFANO VIOLA, P.E.

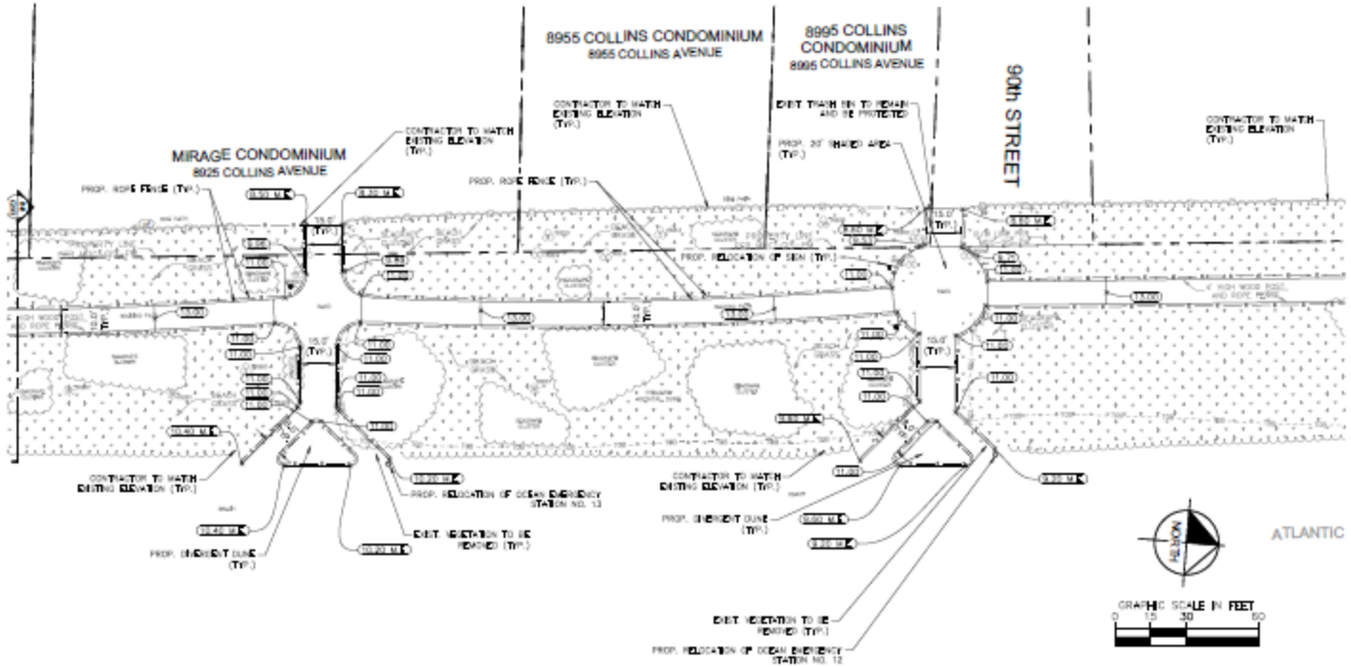
FLORIDA LICENSE NUMBER 74655

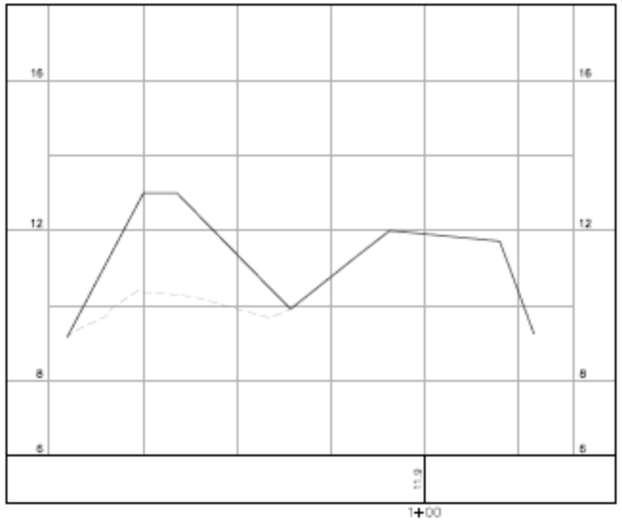
DATE 9/14/2023

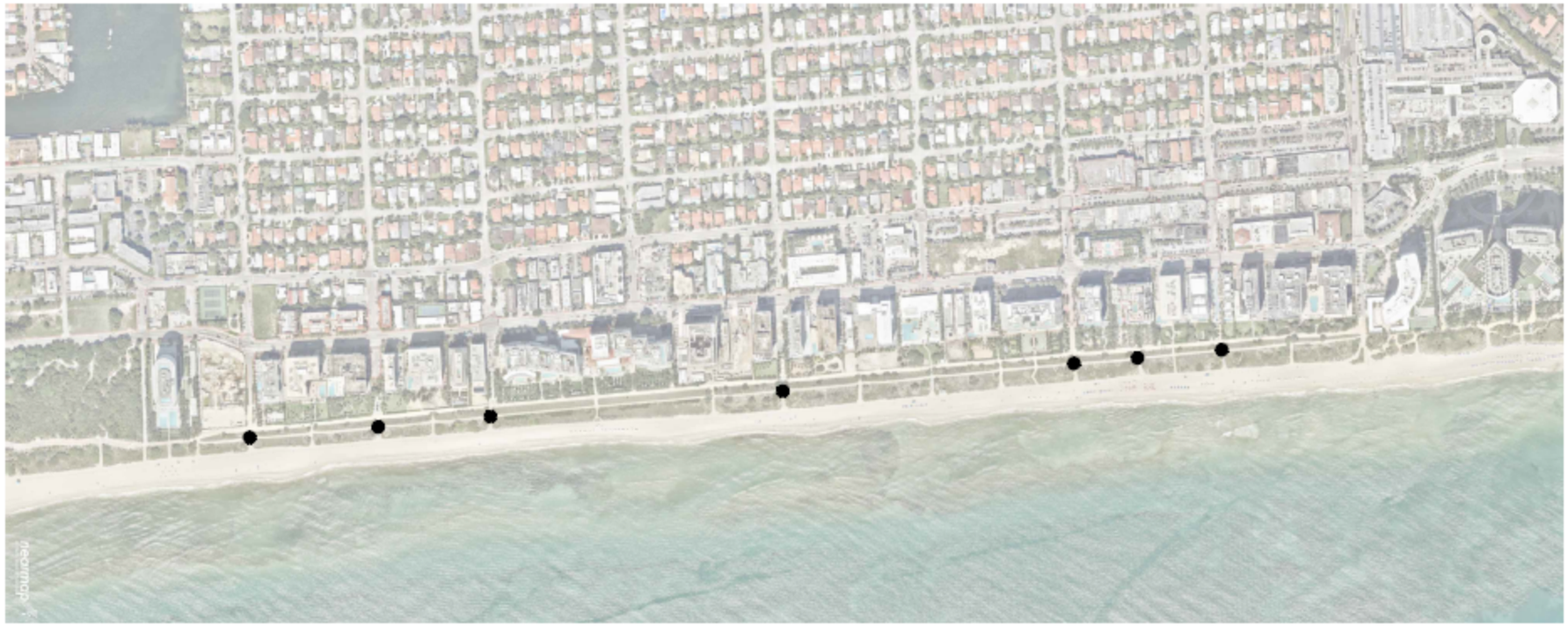
Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 35108

No.	REVISIONS	DATE	BY







THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD88. TO CONVERT ELEVATIONS TO NAVD29, SUBTRACT 1.55'.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
8201 PEBBLE ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-635-3100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 35108

LICENSED PROFESSIONAL
STEFANO VILLA PE
FLORIDA LICENSE NUMBER 74655
DATE 9/14/2023

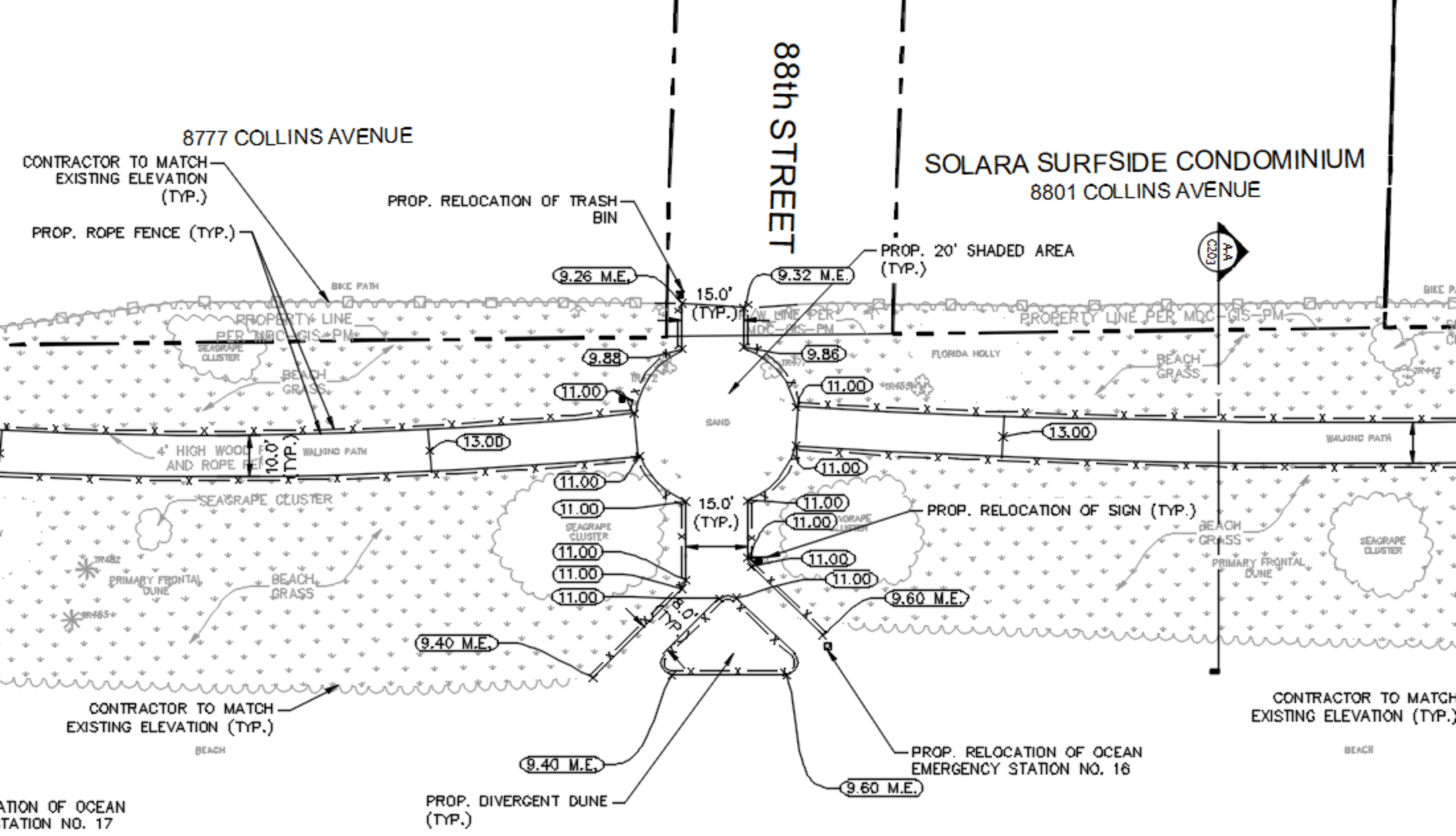
FHA PROJECT 143332004
DATE AUG 2023
SCALE AS SHOWN
DESIGNED BY SV
DRAWN BY SV
CHECKED BY SV

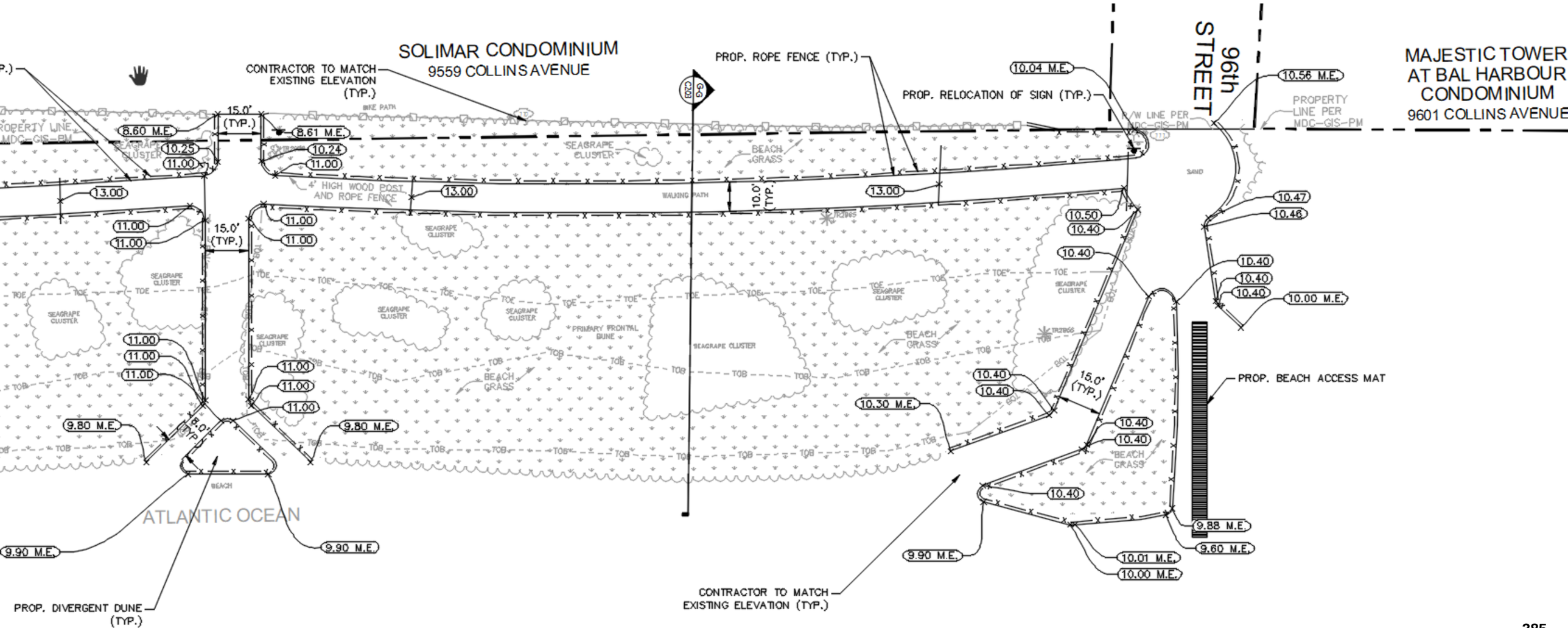
EXHIBIT 1
PRELIMINARY DESIGN

DUNE RESILIENCY & BEAUTIFICATION

PREPARED FOR
TOWN OF SURFSIDE
TOWN OF SURFSIDE FLORIDA

SHEET NO.
E-383


8777 COLLINS AVENUE
SOLARA SURFSIDE CONDOMINIUM
8801 COLLINS AVENUE
88th STREET
CONTRACTOR TO MATCH EXISTING ELEVATION (TYP.)
PROP. ROPE FENCE (TYP.)
PROP. RELOCATION OF TRASH BIN
PROP. 20' SHADED AREA (TYP.)
PROP. RELOCATION OF SIGN (TYP.)
PROP. RELOCATION OF OCEAN EMERGENCY STATION NO. 16
PROP. DIVERGENT DUNE (TYP.)
CONTRACTOR TO MATCH EXISTING ELEVATION (TYP.)
9.26 M.E.
9.32 M.E.
9.88
9.86
11.00
13.00
15.0' (TYP.)
10.0' (TYP.)
9.0' TYP.
9.40 M.E.
9.60 M.E.
PROPERTY LINE PER MDC-GIS-PM
BIKE PATH
WALKING PATH
BEACH
SAND
SEAGRAPE CLUSTER
BEACH GRASS
PRIMARY FRONTAL DUNE
FLORIDA HOLLY
4" HIGH WOOD FENCE AND ROPE RAIL
A-A C203
ATLANTIC OCEAN


SOLIMAR CONDOMINIUM
9559 COLLINS AVENUE
MAJESTIC TOWER AT BAL HARBOUR CONDOMINIUM
9601 COLLINS AVENUE
96th STREET
CONTRACTOR TO MATCH EXISTING ELEVATION (TYP.)
PROP. ROPE FENCE (TYP.)
PROP. RELOCATION OF SIGN (TYP.)
PROP. BEACH ACCESS MAT
PROP. DIVERGENT DUNE (TYP.)
CONTRACTOR TO MATCH EXISTING ELEVATION (TYP.)
ATLANTIC OCEAN
BIKE PATH
WALKING PATH
4" HIGH WOOD POST AND ROPE FENCE
PRIMARY FRONTAL DUNE
SEAGRAPE CLUSTER
BEACH GRASS
SAND
BEACH
TOE
TOB
PROPERTY LINE PER MDC-GIS-PM
R/W LINE PER MDC-GIS-PM
15.0' (TYP.)
10.0' (TYP.)
16.0' TYP.
8.60 M.E.
8.61 M.E.
10.25
10.24
11.00
13.00
9.80 M.E.
9.90 M.E.
10.30 M.E.
10.04 M.E.
10.56 M.E.
10.50
10.47
10.46
10.40
10.00 M.E.
9.88 M.E.
9.60 M.E.
10.01 M.E.
10.00 M.E.

Town of Surfside
Regular Town Commission Meeting
October 10, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D.
Date: October 10, 2023
From: Commissioner Meischeid
Subject: Permit Fees for Condominium Recertification and Special Assessments

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Suggested Action: – Develop permit fees specific to condominium re-certification and special assessment that are not the same as applied for new construction in order to mitigate the increased cost of condominium re-certification and special assessments.

Budget Impact: – To be determined by Town administration but working with the understanding that the Building Fund Reserves are stable.

Town of Surfside
Regular Town Commission Meeting
October 10, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E.
Date: October 10, 2023
From: Hector Gomez, Town Manager
Subject: Village of Indian Creek Septic to Sewer Conversion Project

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Background/Analysis: – Town Manager to provide an update to the Town Commission regarding the Village of Indian Creek Septic to Sewer project and advise on impacts to the Town.