



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

**Tuesday, December 12, 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

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  
[November 14, 2023 Regular Town Commission Meeting Minutes.pdf](#)  
[November 14, 2023 Special Town Commission Meeting-Quasi Judicial Minutes.pdf](#)
- 3B. **Board and Committee Reports/Minutes** - Sandra N. McCready, Town Clerk  
[August 31, 2023 Regular Planning and Zoning Board Meeting Minutes.pdf](#)  
[September 11, 2023 Tourist Board Meeting Minutes.pdf](#)  
[September 18, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)  
[September 28, 2023 Planning and Zoning Board Meeting Minutes.pdf](#)  
[November 13, 2023 Tourist Board Meeting Minutes.pdf](#)
- 3C. **Gas Franchise Agreement between The Town of Surfside and Peoples Gas System** - Hector Gomez, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A NATURAL GAS FRANCHISE AGREEMENT WITH PEOPLES GAS SYSTEM, INC.; AUTHORIZING PEOPLES GAS TO USE THE PUBLIC RIGHTS-OF-WAY THE TOWN, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE MAY BE EXERCISED; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Approve Franchise Agreement with Peoples Gas System](#)  
[Gas Franchise Agreement with Peoples Gas System](#)

- 3D. FEMA Community Ratings System (CRS) Consultants Contract - Hector Gomez, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH CRS MAX CONSULTANTS, INC. FOR FLOOD INSURANCE COMMUNITY RATING SYSTEM CONSULTANT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Approving CRS Max Consultants - Community Rating System 2023-24 Exhibit A - Community Rating System Consultant Services Agreement 2023-24](#)

- 3E. Certification of Surfside Special Municipal Elections held November 7, 2023 - Sandra N. McCready, Town Clerk**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTIONS HELD ON NOVEMBER 7, 2023 FOR THE ELECTION OF FIVE REFERENDUM/BALLOT QUESTIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Certifying Results of Special Election November 7, 2023 Certification.pdf](#)  
[Official Election Results.pdf](#)

- 3F. FY 2024 Budget Amendment Resolution No. 2 - Hector Gomez, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2024 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Approving Budget Amendment No. 2 Attachment A - FY2024 Budget Amendment No. 2](#)

- 3G. FPL Power Service for 96th Street Park - Hector Gomez, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CHANGE ORDER REQUEST NO. 9 PROVIDING FOR AN INCREASE IN THE CONTRACT PRICE FOR FPL ELECTRICAL SERVICE TO 96TH STREET PARK, 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 ORDER TO THE CONTRACT FOR CONSTRUCTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Attachment A - MBSI Broadband Services estimate](#)

[Attachment B - Streamline Voice & Data estimate](#)

[Attachment C - Electrical Service Miami estimate](#)

[Resolution Approving Change Order to Lunacon Contract -FPL Electrical Service to 96 St Park](#)

[Exhibit A - COR 09 Directional Boring.pdf](#)

**3H. Maintenance Agreement with Florida Department of Transportation (FDOT) for Custom Sidewalks Improvements within the Town - Hector Gomez, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MASTER MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR BEAUTIFICATION AND SIDEWALK IMPROVEMENT PROJECTS ON STATE ROADS AND RIGHTS-OF-WAY WITHIN THE TOWN; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Resolution Approving Master Maintenance Agreement with FDOT - Beautification projects State Roads](#)  
[Exhibit A - MMOA Surfside](#)

**3I. Recognition of Service for Former Surfside Elected Officials - Mayor Shlomo Danzinger**

[Key to the Town Request Form - Former Elected Officials.pdf](#)

**4. Ordinances**

**Second Reading**

**First Reading**

**4B1. Update Town Code Section 70-41 and 70-42 to Increase Local Business Taxes as Allowed by State Statute - 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 70-41 "LOCAL BUSINESS TAX SCHEDULE" AND SECTION 70-42 "BUSINESS NOT NAMED IN SCHEDULE" TO INCREASE LOCAL BUSINESS TAX RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Ordinance Amending Sec. 70-41 Local Business Tax Rates](#)  
[Attachment A - Schedule of Fees](#)

**4B2. Ordinance Amending Chapter 54 - Offenses and Miscellaneous Provisions - 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 54, "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE III, "OFFENSES INVOLVING PUBLIC PEACE AND ORDER," BY ADDING SECTION 54-67 ENTITLED "CAMPING PROHIBITED"; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Ordinance Amending Chapter 54-Offenses and Miscellaneous Provisions](#)

## 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. On-Demand Transit Services Through FREEBEE Ride Share - Hector Gomez, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND TRANSPORTATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF SUNRISE STANDARD CONTRACT NO. C 21-04-05-MS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

[Attachment A - Proof of Advertisement](#)

[Resolution Approving Freebee On Demand Transit Services](#)

[Exhibit A & B - Cover Agreement - FreeBee On Demand Services](#)

## 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 [2023-12 December Town Manager's Report](#)

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

## 8. Unfinished Business and New Business

## 9. Mayor, Commission and Staff Communications

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

### 9B. Town Manager Performance Evaluation - Mayor Shlomo Danzinger

### 9C. Additional Discussion for Retaining Wall Standards and On-site Containment of Stormwater - Jeffrey Rose, Vice Mayor [Attachment A: Miami Beach Code on Retaining Walls](#)

### 9D. Protecting Surfside Residents Right to Privacy - Shlomo Danzinger, Mayor [Ordinance - Citizens Right to Privacy.docx](#)

## 10. Adjournment

Respectfully submitted,

Hector R. Gomez  
Town Manager

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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](http://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  
MINUTES**

**November 14, 2023  
6:00 PM**

Commission Chambers - 9293 Harding Avenue  
Surfside, FL 33154

**1. Opening**

**1A. Call to Order**

Mayor Danzinger called the meeting to order at 6:07 p.m.

**1B. Roll Call of Members**

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

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

Absent: Commissioner Marianne Meisheid

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

**1C. Pledge of Allegiance**

Acting Chief Marciante provided the pledge of allegiance.

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

Mayor Danzinger welcomed everyone present and those watching at home. He congratulated the Town on the recent referendum with the results of the recommendations of the Charter Review Board. He spoke regarding the new additions to the chambers with some audio/visual and microphones.

Commissioner Landsman welcomed all in the chambers and those watching from home. He thanked everyone that attended the rally in support of Israel. He spoke regarding the special election on the charter questions and was happy to see the turnout. He wished everyone a Happy Thanksgiving.

Commissioner Velasquez welcomed everyone present and they did have an amazing election on November 7th.

Vice Mayor Rose thanked everyone for being here and thanked Jose Feliz for the upgrade to the chambers and the Public Works staff for the hard work they have been doing. He spoke regarding the pocket park on 92nd Street and a great job done. He thanked the Police Department and Parks and Recreation Department for attending the event and those residents that came out and voted. He stated that Commissioner Velasquez did not vote. He did a public records request to the elections department, and she did not vote. He stated if she had voted she would have committed voter fraud. There you can see what truth and government is. He stated that a lot of information will be coming out.

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

Town Manager Gomez spoke regarding the walk on item due to a clerical error. He would like it immediately after the consent agenda as 3K and would like to pull item 3K (Approving and Authorizing the Purchase of Four (4) 2023 Police Vehicles and Equipment Budgeted for Fiscal Year 2024) as a standalone item as it pertains to the police vehicles, and it will allow them to sell the surplus vehicles.

A motion was made by Vice Mayor Rose to pull item 3K (Approving and Authorizing the Purchase of Four (4) 2023 Police Vehicles and Equipment Budgeted for Fiscal Year 2024) out of consent and adding a walk on item to be heard after item 3K (Approving and Authorizing the Purchase of Four (4) 2023 Police Vehicles and Equipment Budgeted for Fiscal Year 2024), seconded by Commissioner Landsman. The motion carried with a 4-0 vote.

A motion was made by Commissioner Landsman to move item 9C (Consideration for Town of Surfside donation to Magen David Adom, Israeli's National Services) to be heard after 1G (Presentation of the 2023 Public Pension Standards Award for Funding and Administration), seconded by Vice Mayor Rose. The motion carried with a 4-0 vote.

A motion was made by Commissioner Velasquez to pull item 3I (Sky Elements, LLC 4th of July Drone Show Contract and Expenditure Approval) from consent. The motion died for lack of a second.

Town Manager Gomez advised Commissioner Velasquez she does not have to pull the item to ask a question. He stated she can ask the question during consent.

Mayor Danzinger requested to add a walk on item as a discussion item to find out the status of the ongoing investigation regarding complaints against Commissioner Velasquez made by several town employees for harassment and intimidation by an elected official. This is something that they need to address or they will open the Town up for liability to be incurred by the Town and he would like an update. He wants to add it after consent after the item by the Town Manager.

Commissioner Velasquez stated that they are desperate. She stated whatever they want is fine with her and that is the face of desperation. She stated they are on their way out and she will give them their last kiss.



A motion was made by Mayor Danzinger to add an item (Update on Independent Investigation against Commissioner Nelly Velasquez) to be heard after consent after the new item, seconded by Vice Mayor Rose. The motion carried with a 4-0 vote.

**1F. Community Notes - Mayor Shlomo Danzinger**

Mayor Danzinger provided a summary of events and an update which includes a fund raiser for Ruth K. Broad to renovate their library. He recognized the Town staff anniversaries.

Mayor Danzinger provided the decorum statement and asked for the public and commission to abide by the decorum statement.

Ben Jacobson, Vice Chair of the Tourist Board, went over last night's meeting and provided an update on the events.

Mayor Danzinger thanked Public Works Director Randy Stokes for the hard work they always do and what they did the other night with a broken pipe.

A motion was made by Mayor Danzinger to direct the Town Manager to give Randy Stokes and each of the team members that worked that night a \$100.00 gift card, seconded by Vice Mayor Rose. The motion carried with a 4-0 vote.

Town Manager Gomez thanked Public Works Director Stokes and his team for their hard work.

Mayor Danzinger spoke regarding the upcoming activities and events.

Acting Chief Marciante spoke regarding an event at Town Hall where they will be collecting nonperishable food and gently used clothing for a non-profit organization.

**1G. Presentation of the 2023 Public Pension Standards Award for Funding and Administration - Hector Gomez, Town Manager**

Town Manager Gomez introduced the item and provided an overview of the award and those involved in this Pension Board and what they handle. He presented the award to the Pension Board.

**2. Quasi-Judicial Hearings**

**3. Consent Agenda**

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Mayor Danzinger opened the floor for public comments.

The following individuals from the public spoke on all consent agenda items:

Eliana Salzhauer spoke regarding the Drone Show which is item 3I (Sky Elements, LLC 4th of July Drone Show Contract and Expenditure Approval) and spoke against the money being spent on this.

Jeffrey Platt spoke about the fireworks and misspending of funds.

A motion was made by Vice Mayor Rose for a 5 minute recess at 6:56 p.m., seconded by Commissioner Landsman.

The meeting resumed at 7:04 p.m.

Town Clerk McCready called the roll with the following members present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, Commissioner Fred Landsman and Commissioner Nelly Velasquez.

Absent: Commissioner Meischeid.

Mayor Danzinger closed the floor for public comments.

Mayor Danzinger stated that he removed a resident from the commission chambers due to repeated profanity. He stated that this Town is in good financial stability and the drone show is covered by Tourist Funds and all other municipalities thanked them.

A motion was made by Commissioner Landsman to approve the consent agenda, seconded by Vice Mayor Rose.

Commissioner Velasquez asked if this is the same company that did the drone show this year and if they did due process to find a company that does this and bring an appropriate show to Town. She stated she got a lot of complaints from residents.

Town Manager Gomez asked Parks and Recreation Director Tim Milian to address the questions.

Parks and Recreation Director Milian addressed the comments made and last year was the first year doing the drone show. He stated that they did get great feedback and they did receive 3 quotes and explained the process they followed. He stated that this company is being used by Bal Harbour and Miami Beach. He stated they went with the lowest bidder.

The motion carried with a 4-0 vote.

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

Approved on consent.

[October 10, 2023 Regular Town Commission Meeting Minutes.pdf](#)

**3B. Board and Committee Minutes** - Sandra N. McCready, Town Clerk

Approved on consent.

[2023-08-31 Special Planning and Zoning Board Meeting Minutes.pdf](#)

**3C Approval of 2023 Meeting Calendar** - Sandra N. McCready, MMC, Town Clerk

Approved on consent.

[2024 Agenda Deadline Dates.xlsx](#)

**3D. Contract Agreement with Deco Bike for Bicycle Rental Services in Public Spaces** - Hector Gomez, Town Manager

Town administration recommends the approval of an amendment to the Deco Bike Agreement that provides bicycle sharing and ridership services within the Town's Right of Way. The amendment is for an additional three-year term.

Approved on consent.

[Attachment A - Deco Bike, LLC Concession Agreement](#)

[Attachment B - Ridership Data in 2023](#)

[Attachment C - Sole Source Justification](#)

[Resolution Approving A Second Amendment To A Deco-Bike Agreement](#)

[Redlined - Second Amendment to Deco Bike Agreement](#)

**3E. Ratification, Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for a Town of Surfside Comprehensive Vulnerability Assessment and Town Hall Adaptation Plan** - Hector Gomez, Town Manager

The Town Administration recommends Town Commission to ratify the acceptance and approval of a grant agreement with FDEP for the Town of Surfside Comprehensive Vulnerability Assessment and Town Hall Adaptation Plan.

Approved on consent.

[Resolution Ratifying Acceptance of FDEP Grant and Execution of Grant Agreement - Vulnerability Assessment.DOCX](#)

[Exhibit A - Town of Surfside Comprehensive Vulnerability Assessment and Adaptation Plan](#)

**3F. Authorization to Expend Towards Youth Soccer Recreational Programming for Fiscal Year 2024** - Hector Gomez, Town Manager

Town Administration is requesting approval to enter into an Agreement with Alves Sports Group, for a total of \$55,000 for youth soccer programming services

fiscal year 2024 as approved in the adopted FY 2024 Town budget.

Approved on consent.

[Attachment A - 23/24 Alves Sports Youth Agreement](#)

[Resolution Approving Youth Soccer Agreement With Alves Sports Group.DOCX](#)

**3G. Authorization to Expend Towards Tennis Center Recreational Programming for Fiscal Year 2024** - Hector Gomez, Town Manager

Town Administration is requesting approval of the Agreement with GM Sports for youth tennis services in an amount not to exceed \$50,000 per FY 2024 adopted budget.

Approved on consent.

[Attachment A - 23/24 GM Tennis agreement](#)

[Resolution Approving Youth Tennis Agreement With GM Sports Tennis.DOCX](#)

**3H. Parks and Recreation Special Event Vendor, Premier Bounce N Slide Party Rentals, LLC Contract and Expenditure Approval** - Hector Gomez, Town Manager

Town Administration is seeking Town Commission authorization to expend up to \$92,000 in fiscal year 2024 and to contract with Premier Bounce N Slide Party Rentals for Parks and Recreation events. The funds were approved in the 2024 adopted budget.

Approved on consent.

[Resolution Approving Agreement with Premier Bounce N Slide Party Rentals LLC - FY 2023-2024](#)

[Attachment A - Premier Bounce N Slide LLC Contract](#)

**3I. Sky Elements, LLC 4th of July Drone Show Contract and Expenditure Approval** - Hector Gomez, Town Manager

Town Administration is seeking Town Commission approval to enter into a three-year agreement with Sky Element for a 4th of July drone light show and to expend up to \$65,000.00 in FY 2024 for said show which was budgeted as part of the 2024 adopted budget.

Commissioner Velasquez had a few questions that were addressed.

Approved on consent.

[Resolution Approving Sky Element for July 4th Drone Show.DOCX](#)

[Exhibit A-Sky Element drone show proposal.pdf](#)

[Exhibit B-Sky Element 3 year agreement.docx](#)

[Exhibit A-Scope of Service to the Agreement-Sky Element drone show proposal.pdf](#)

**3J. Community Development Block Grant Urban County Qualification - Hector Gomez, Town Manager**

Town administration is recommending the Town Commission approve an urban qualification cooperation agreement for the Miami Dade County Community Development Block Grant and home investments partnership program for fiscal year 2024, 2025 and 2026.

Approved on consent.

[Resolution - MD County CDBG Program for FY 2024-2026](#)

[Exhibit A - "Town of Surfside Agreement"](#)

**3K. Approving and Authorizing the Purchase of Four (4) 2023 Police Vehicles and Equipment Budgeted for Fiscal Year 2024 - Hector Gomez, Town Manager**

Town Administration is seeking Town Commission approve to authorize the purchase of the vehicles from Legacy Ford as set forth in the resolution.

Item was pulled from consent.

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

Town Manager Gomez provided some information on the item and the reason why they pulled the item was because they need to also add the language for the selling of the (10) surplus vehicles.

A motion was made by Vice Mayor Rose to approve the resolution as amended, seconded by Commissioner Landsman.

The motion carried with a 4-0 vote.

[Exhibit A - Legacy Ford - four \(4\) Police Vehicles](#)

[Exhibit B - HG2 Emergency Lighting - Equipment](#)

[Exhibit C - One \(1\) Vehicle radio - Surfside Police Dept. - \(1\) APX6500](#)

[Mobiles\\_101923](#)

[Attachment A - Email Garber Ford](#)

[Attachment B - FSA23-VEL31.0](#)

[Resolution Approving Purchase of Police Vehicles Lighting And Radio 2023 - Legacy Ford.DOCX](#)

**3L. Approval to Expend up to \$75,000 for Continued Grant Administration and Project Management Support Services through In Alignment Consulting - Town Manager Hector Gomez**

Town Administration is seeking Town Commission approval to expend up to \$75,000 for fiscal year 2024 for In Alignment Consulting services.

Approved on consent.

[Resolution Approve Second Amendment - In Alignment Consulting - FY 2023](#)

[24.DOCX](#)

**3M. Authorization to Purchase a Taekeuchi Track Skid Steer from ALTA Equipment Company through 2023 Florida Sheriff Bid Pricing** - Hector Gomez, Town Manager

Town administration is seeking Town Commission approval for a purchase of a Taekeuchi Track Skid Steer with the purchase being made through ALTA Equipment Company, through the Florida Sheriff's Bid in an amount not to exceed \$80,000.00. The item was approved as part of the 2024 adopted fiscal year budget.

Approved on consent.

[Attachment A - Equipment Cost and Specifications](#)

[Resolution Approving Purchase of PW Track Loader from ALT.DOCX](#)

**3N. Approving and Authorizing the Purchase of Nine (9) Motorola Police Radios for the Parking Enforcement Officers** - Hector Gomez, Town Manager

To approve the purchase of the nine (9) Motorola Police Radios for the Parking Enforcement Officers. The item was budgeted as part of the 2024 adopted fiscal year budget.

Approved on consent.

[Resolution Approving Purchase of Handheld Radios - Motorola - County](#)

[Contract.DOCX](#)

[Exhibit A - Piggyback Agreement - Motorola Solutions - Handheld Radios for Parking Enforcement - 2023.DOCX](#)

[Exhibit B - \(9\) Motorola Radios - QUOTE](#)

**3O. Banking Extension Agreement with Truist Bank for Treasury Banking Services** - Hector Gomez, Town Manager

Town Administration recommends approval of the resolution authorizing execution of the attached agreement with Truist Bank for Town banking services.

Approved on consent.

[Attachment A - Polk State College Contract Extension 2023 Executed](#)

[Attachment B - Suntrust Treasury Management Existing Agreement - 2019](#)

[Resolution Approving Banking Extension Agreement with Truist Bank - Banking Services.DOCX](#)

[Attachment A - Truist Contract Extension 2023](#)

**3P. Design Review and Zoning Fee Schedule** - Hector Gomez, Town Manager

Town Administration recommends approval of the Resolution to adopt the fee schedule proposed in **Attachment A - Fee Schedule**.

Approved on consent.

[Resolution Adopting Planning and Zoning Fee Schedule.DOCX](#)

## [Attachment A - Proposed Fee Structure](#)

### **3Q. Authorization to Expend towards Curb Installation and Landscape Removal pertaining to Downtown Walkability Project** - Hector Gomez, Town Manager

Town administration is requesting to expend up to \$88,000 towards Downtown Walkability Project for the installation of concrete curb in existing parking areas and partial removal of some landscaping at various areas. The work will be performed by Town of Surfside Public Works Department in conjunct with material purchase of concrete at market rate with corresponding finishing labor work.

Approved on consent.

[Attachment A - Downtown Walkability Cost Estimate.pdf](#)

[Attachment B- Downtown Walkability Curb Construction Drawings.pdf](#)

[Attachment C - Concrete Rates](#)

[Resolution Authorizing Expenditure of Funds - Downtown Walkability Project Curb Install & Landscape Renewal](#)

[Attachment A - Downtown Walkability Cost Estimate.pdf](#)

### **3R.) Budget Amendment**

This item was heard after item 3K (Approving and Authorizing the Purchase of Four (4) 2023 Police Vehicles and Equipment Budgeted for Fiscal Year 2024) that was pulled from consent.

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

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Town Manager Gomez stated there was a clerical error in the previous budget amendment and provided the correct information.

A motion was made by Vice Mayor Rose, seconded by Commissioner Landsman. The motion carried with a 4-0 vote.

## **4. Ordinances**

### **Second Reading**

#### **4A1. Ordinance Amending Citizen Presentation Rules** - Hector Gomez, Town Manager

Consider the proposed ordinance on second reading. No changes occurred during first reading.

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

Town Manager Gomez provided an overview of the item and provided what was added.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Gerardo Vildostegui stated free speech is very important and spoke against the item. Eliana Salzhauer spoke against the item.

Mayor Danzinger closed the floor to public comments.

Commissioner Velasquez is against this item and suggested removing this item.

Vice Mayor Rose stated this is a good rule to put in place and free speech is not being taken away because they can speak on any item they would like to speak on.

Mayor Danzinger addressed a comment made by Commissioner Velasquez and it says up to 3 minutes and addressed the incorrect information being stated. He stated that no one's free speech is being taken away. He continued explaining what this ordinance will do and what it is meant to do.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Landsman. The motion carried with a 3-1 vote with Commissioner Velasquez voting in opposition.

[Ordinance Amending Sec. 2-206 Re Citizens Presentations - Second Reading](#)

**4A2. 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**

Town administration recommends adopting the proposed Code change of Section 14-28 and Section 62-1.

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

Town Manager Gomez provided an overview of the item.

Town Attorney Arango provided the language added regarding roof repairs that starts on line 38.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading as is with the addition made by the Town Attorney, seconded by Commissioner Landsman.

Mayor Danzinger provided an explanation of the ordinance and the specifics as it pertains to minor roof repairs.

Mayor Danzinger opened the floor to public comments.



There were no public speakers.

Mayor Danzinger closed the floor to public comments.

The motion carried with a 4-0 vote.

[Ordinance Amending Section 14-28 and 62-1 Relating to Low Value Building Permits and Garage Sales](#)

**4A3. Amending Chapter 72 of the Town Code to Address Utilities Lines Undergrounding for Future Communication Improvements** - Hector Gomez, Town Manager

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. This item was discussed by the Town Commission during the October 2023 General Town Commission meeting. There are no changes as presented during second reading.

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

Town Manager Gomez provided an overview of the item.

Mayor Danzinger provided a synopsis of the item and what this ordinance will do for the Town.

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 ordinance on second reading, seconded by Commissioner Landsman. The motion carried with a 4-0 vote.

[Ordinance Business Impact Estimate Template.pdf](#)

[Ordinance Amending Ch. 72 Telecommunications Right-of-Way Ordinance for Undergrounding](#)

**4A4. 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

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*.

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

Town Manager Gomez provided an overview of the item.

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

Mayor Danzinger provided an explanation of the ordinance.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

The motion carried with a 4-0 vote.

[Attachment A - SFWMD Letter dated July 20 2023](#)

[Attachment B - Sec. 32.8.2 - Permanent year round landscape irrigation restrictions Ordinance Water Use Regulations - 2nd Reading TAv2.DOCX](#)

**4A5. Creation of New Capital Improvement Projects Chapter within the Town Code**  
- Hector Gomez, Town Manager

The Town Administration recommends adoption of the proposed ordinance which creates a new Capital Improvement Projects Chapter within the Town Code. The item is consistent to how it was presented in first reading during the October 2023 General Town Commission meeting.

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

Town Manager Gomez provided an overview of the item.

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

Mayor Danzinger stated this position will save the Town a significant amount of money.

Mayor Danzinger opened the floor to public comments.

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

Mayor Danzinger closed the floor to public comments.

Commissioner Velasquez asked if there is a salary in this resolution.

Town Manager Gomez stated it was included in the budget which was approved during the budget cycle.

Mayor Danzinger stated the salary was already approved in the budget cycle.

Town Manager Gomez stated he believes it is between \$120,000 to \$145,000 which is the same level of a director.

Mayor Danzinger stated this will save the Town money because it is bringing this position in house.

Vice Mayor Rose asked for him to give one example as what it is costing paying a project manager for the 96th Street park and how much it would save the Town if we would have the person inhouse.

Town Manager Gomez addressed the comments made and provided the savings the Town would experience and the value of this position.

Commissioner Landsman spoke regarding a comment made by a public speaker, and this is a way of controlling the savings and having this position that will save the Town revenues.

The motion carried with a 4-0 vote.

[Ordinance Creating Capital Improvement Projects Department](#)

## First Reading

### **4B1. Code Amendment for Outdoor Lighting in the Single-Family Residential Districts - Hector Gomez, Town Manager**

Town Administration recommends that the Town Commission review this ordinance to modify Section 90-62 Outdoor Lighting of the Town Code to addresses the specific requirements of the single-family districts.

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

Town Manager Gomez provided an overview of the item.

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

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:  
Eliana Salzhauer spoke in favor of the ordinance.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated this seems overbearing and asked if Code Enforcement has a way of determining the lumens and can it be enforced.

Town Manager Gomez stated it is included as part of the template and explained the

process and currently they do not have equipment for measurement. He stated that they created a standard and buy fixtures based on the criteria.

Vice Mayor Rose stated that Rose Construction is his company. He stated that Commissioner Meischeid is not here but the maximum lumens per fixture is a problem and explained why that would be. He spoke regarding the issue on the sides of the homes when they are putting high hats. He stated strip lighting is not an issue and that can be controlled. He stated that there are a few items that could be fixed and the details of it aren't 100% and he has a problem with this ordinance as written.

Mayor Danzinger stated what he is seeing is an overstep in government and a lot of things have not been thought through and went over some of his concerns and comments.

Commissioner Velasquez asked if this is for existing properties or for new properties.

Town Manager Gomez stated he is leaving it to the Commission on how to proceed. He stated this is for those moving forward.

Commissioner Velasquez stated that it should be for existing and future properties.

Vice Mayor Rose asked if this is for a retrofit to an existing home and he believes it should be all.

Mayor Danzinger stated he is not an expert on this either and spoke regarding the item and believes it is impossible to enforce.

Vice Mayor Rose provided some suggestions to this ordinance.

Further discussion took place among the Commission regarding the item and the complexity of this item and provided suggestions.

The motion fails with a 0-4 vote.

[Ordinance Amending Section 90-62 Outdoor Lighting for Single-Family Dwellings.DOCX](#)

## 5. Resolutions and Proclamations

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

### 5A. PUBLIC HEARING ITEM

#### **On Demand Transit Services Through FREEBEE Ride Share**

- Hector Gomez, Town Manager

Town administration recommends the discontinuation of the current shuttle service providing last mile service and implementing an on-demand transit service through

FREEBEE in its place. The recommendation is to commence with one on-demand 6 passenger electric vehicle commencing within the first half of the fiscal year and the addition of a second vehicle commencing the second half of the fiscal year.

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

Town Manager Gomez provided an overview of the item.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Landsman.

Gus Doyle, FREEBEE provided an overview of the item.

Mayor Danzinger opened the floor to public comments.

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

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger spoke regarding the item and the seniors are very excited about the project.

Commissioner Landsman thanked the Town Manager and grant writer for obtaining the funding for this item.

Commissioner Velasquez supports this item.

Vice Mayor Rose supports this item and hopes it connects with other cities.

Mayor Danzinger stated there is also a number for the seniors to call and provided what this program will do.

The motion carried with a 4-0 vote.

[Resolution Accepting Public Comments and Providing Comment Period - On-Demand Transit.DOCX](#)

[Attachment A - Public Notice](#)

[Attachment B - Proof of Advertisement](#)

**5B. Resolution in Support of SB 172 in Support of Veteran Housing -**  
Commissioner Marianne Meischeid

Seeking Town Commission support to submit a resolution in support of SB 172 to be provided to our Town Lobbyist to support in the 2024 Legislative Session.

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

Town Manager Gomez provided an overview of the item.

Commissioner Velasquez left the meeting at 8:59 p.m.

A motion was made by Commissioner Landsman to approve the resolution, seconded by Vice Mayor Rose.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

The motion carried with a 3-0 vote.

[Resolution Urging FL Legislature to Adopt SB 172 Re Verification of Eligibility for Veterans Property Tax Exemption](#)

**6. Good and Welfare (Set for approximately 8:15 p.m.)**  
***Public comments for subjects or items not on the agenda.***

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Victor May spoke regarding the public and communication.

Gerardo Vildostegui spoke regarding good government and what the search procedure would be for the filling of the position of police chief. He spoke regarding the Town gym and the residents not being able to use it and then the commissioners should not be allowed to use it. He spoke regarding the Mayor's security forum the night before the November 7th election.

Eliana Salzhauer spoke regarding the results of the election of November 7th.

Ben Jacobson spoke regarding the events and the beach chairs are full and it has been a great addition. He stated that it was interesting that one commissioner did not vote and of course if you don't live here why vote here, you don't want to go to jail.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman responded to the comments made by the public.

Commissioner Velasquez responded to the comments made by the public. She agrees there should be a search for a new police chief but that should be done when the new commission comes in. She encourage everyone to come and vote.

Vice Mayor Rose responded to the comments made by the public. He stated that the Eden hotel was approved by 2 commissions ago. He stated that they did do a search for candidates for town manager and all 5 commissioners unanimously approved hiring Hector Gomez and he is very qualified. He spoke regarding a gym for residents which will be at the Tennis Center.

After multiple interruptions by Commissioner Velasquez, Vice Mayor Rose continued with his comments.

Vice Mayor Rose stated it is interesting how some keep saying to listen to the poll numbers and the poll numbers showed that Charles Burkett was voted out of office twice. He stated that Ms. Salzhauer was voted out of office as well. He stated that the items on the ballot was not about us as commissioners and it was brought up by the Charter Review Board. He stated he and his wife voted differently on the ballot questions so that is no indication of them as a commissioner. He stated there were people out there that wanted to make it seem it was about the candidates. He stated they will still continue to do their job in governing.

Mayor Danzinger responded to the comments made by the public. He spoke regarding the upcoming projects. He stated that one of the speakers stated that they have a Commissioner that screams and yells about rules and did not vote and that is because, as they have said twenty times, she does not live in town.

Commissioner Velasquez stated that she did vote.

Vice Mayor Rose asked for a point of information and asked Commissioner Velasquez if she is saying on the record that she voted in the November 7, 2023 election.

Commissioner Velasquez stated "of course I did".

Vice Mayor Rose stated he was sorry for the interruption. He stated that they talked about truth in government and there is a public records request that he has in writing and it is for Commissioner Velasquez' voting history and it states that she did not vote on November 7, 2023.

Commissioner Velasquez stated that they can say whatever they want.

Vice Mayor Rose stated to Commissioner Velasquez that she just lied to the residents and thanked her for violating truth in government.

Vice Mayor Rose entered into the record for evidence the Voting History Report of Commissioner Velasquez from the Miami Dade County Elections Department where it shows that she did not vote in the November 7, 2023 election even though she stated on the record that she did vote.

Commissioner Velasquez stated to go ahead.

Mayor Danzinger addressed the comments made about him going to Tallahassee, Fl. He stated that he goes to represent the Town.

A motion was made by Vice Mayor Rose at 8:42 p.m. for a 5 minute recess, seconded by Commissioner Landsman. The motion carried with a 4-0 vote.

The meeting resumed at 8:48 p.m.

Town Clerk McCready called the roll and the following members were present:

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, and Commissioner Fred Landsman.

Absent: Commissioner Meischeid absent and Commissioner Velasquez absent from the dais.

Commissioner Velasquez arrived back to the dais at 8:49 p.m.

## **7. Town Manager and Town Attorney Reports**

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

Town Manager Gomez provided a summary of his Town Manager's Report.

A motion was made by Vice Mayor Rose to approve the Town Manager's Report, seconded by Commissioner Landsman. The motion carried with a 3-0 vote.

[2023-11 November Town Manager's Report](#)

### **7B. Town Attorney's Report** - Lillian Arango, Town Attorney

Town Attorney Arango provided a summary of her Town Attorney's Report.

A motion was made by Vice Mayor Rose to approve the Town Attorney's Report, seconded by Commissioner Landsman. The motion carried with a 3-0 vote.

[Town Attorney Report Nov. 2023.DOCX](#)

## **8. Unfinished Business and New Business**

## **9. Mayor, Commission and Staff Communications**

### **9A. Permit Fees for Condominium Recertification and Special Assessments** - Commissioner Meischeid

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.



A motion was made by Vice Mayor Rose to defer the item, seconded by Commissioner Landsman. The motion carried with a 3-0 vote.

**9B. Retaining Walls in H30A and H30B - Jeffrey Rose, Vice Mayor**

It is recommended to address retaining walls in the Zoning Code as a category of walls separate from the code sections 90-56 - Fences, Walls and Hedges.

Vice Mayor Rose introduced the item, and stated that this item is to see how they want to address retaining walls.

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

Commissioner Landsman spoke regarding this issue and what they are looking to do here is to have retaining walls that go into the ground that will keep the water in the property.

Mayor Danzinger stated he is a bit torn with this item and provided his input.

Vice Mayor Rose stated it is not enforcing retaining walls. He explained the difference between legacy homes and new homes and the issue comes if you put in a retaining wall and explained what would happen.

Further discussion took place among the commission and staff regarding the details of this item, pool elevations as well as how to address it in the future.

A motion was made by Vice Mayor Rose to bring back a discussion item on the two points discussed, seconded by Commissioner Landsman. The motion carried with a 3-0 vote.

[Attachment A: Miami Beach Code on Retaining Walls](#)

**9C. Consideration for Town of Surfside donation to Magen David Adom, Israeli's National Services - Commissioner Fred Landsman**

For the Town Commission to make a pledge to support the Israel's national emergency medical system as they are playing a critical role in saving lives.

This item was moved up to be heard before item 3 (Consent Agenda).

Commissioner Landsman introduced the item and provided an overview of this organization.

David Lombardi provided an overview of the item.

Mayor Danzinger opened the floor for public comments.

The following individual from the public spoke:  
Eliana Salzhauer

Mayor Danzinger closed the floor for public comments.

Commissioner Landsman spoke regarding a possible donation and the amount that would be adequate. He asked the Town Manager if the line item available is \$22,000.

Town Manager Gomez addressed the comment made and the amount available to be used.

Commissioner Landsman stated they should not use the entire budget line for this and would suggest \$10,000.

Vice Mayor Rose stated he was going to suggest \$20,000 for everything they have done for the Town.

Commissioner Velasquez stated they also have the library at Ruth K Broad and they should look at a donation to that school and she would agree to \$10,000.

A motion as made by Commissioner Velasquez to give \$20,500 to Ruth K. Broad. She adjusted her motion to \$17,000 for Ruth K. Broad and \$5,000 for this organization (Israeli's National Services). The motion died for lack of a second.

Town Manager Gomez made a clarification.

Mayor Danzinger stated that the goal is \$30,000 so \$15,000 would suffice.

Discussion took place among the commission regarding the donation to this organization and the amount of the donation.

A motion was made by Commissioner Landsman to donate to this organization \$10,000, seconded by Vice Mayor Rose.

Mayor Danzinger stated that 2 months ago they donated to Ruth K. Broad and it is selfish for Commissioner Velasquez to hijack this item. He stated that Surfside is tied into the people of Israel with what took place in Israel. He spoke regarding the Mexican team which was composed of Israelis.

The motion carried with 4-0 vote.

[Magen David Adom - Not-For-Profit Organizations Form \(11-22-19\).pdf](#)

[IRS-letter-confirming-501c3-status-for-AFMDA.pdf](#)

[FL Tax Exempt Cert.pdf](#)

[2021-990-AFMDA-Public-Disclosure.pdf](#)

[The Town of Surfside.pdf](#)

**9D. Regulation/Prohibitions on Camping on Public and Private Property - Shlomo Danzinger, Mayor**

The City of Miami Beach recently fortified the safety and well-being of its residents and visitors by amending Chapter 70 of the City Code, specifically Article II titled "Public Places," under Section 70-45, which now prohibits camping.

The Town Commission should consider enacting regulations to oversee and restrict specific activities or behaviors in public areas that obstruct access, jeopardize safety, or infringe upon the public's rights to freely utilize these spaces for their intended purposes. This is essential for safeguarding the health, safety, and well-being of both Town residents and visitors.

Mayor Danzinger introduced the item and provided pictures as to what is currently taking place. He stated it is important to enact legislation to prohibit what is happening.

A motion was made by Vice Mayor Rose to move forward to create an ordinance, seconded by Commissioner Landsman.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:  
Ben Jacobson spoke in favor of the item.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman asked the Town Attorney if they feel comfortable drafting this ordinance.

Town Attorney Arango spoke regarding Miami Beach's ordinance and explained how they would move forward with drafting this ordinance and they will meet the criteria.

The motion carried with a 3-0 vote.

[Ordinance-Amend Section 70-45 Camping Prohibited to Comply with Joel v City of Orlando.pdf](#)  
[Camping Resolution.docx](#)

**9E. Zoning Code Amendment - Commissioner Marianne Meischeid**

Amend Section 90-48.5(2) in H120 to eliminate ambiguity in the language.

Mayor Danzinger explained the item and this item has been explained multiple times and this should not be coming forward for political reasons.

A motion was made by Mayor Danzinger to not approve this item, seconded by Commissioner Landsman.

Commissioner Landsman agrees to move forward and let it be the way it currently is.

Mayor Danzinger stated that the Town Attorneys and Town Planners have explained this over and over again.

The motion carried with a 3-0 vote.

Vice Mayor Rose stated that their community service aid started and is doing an

excellent work.

### **9F.) Update on Investigation Against Commissioner Velasquez**

This item was heard after item 3 (Consent Agenda)

Mayor Danzinger asked regarding an update on the ongoing investigation pertaining to Commissioner Velasquez. He stated that they have two (2) formal complaints that are being investigated by a third party, which was approved by the Commission at the last meeting. I know that there have been investigations ongoing and it is his understanding that this item has stalled due to Commissioner Velasquez cancelling three (3) of her interviews.

Commissioner Velasquez stated "truth in government" Mayor it has not been three (3).

Mayor Danzinger continued and stated that it is his understanding that three (3) times the Commissioner has not responded. He stated that they need to first of all, they are worried about liability for the Town. He stated they have two formal complaints about harassment and abuse by an elected official. He stated it is their intention as per their last meeting to get this going. He would like to know what the next steps would be.

Town Manager Gomez stated that during their briefing the Mayor asked for an update and he provided him with some information. He stated that the investigation is almost complete and all parties have been interviewed except for one and they are currently scheduling that last interview.

Mayor Danzinger asked at what point do they conclude this investigation and move on.

Town Manager Gomez stated that the process is the handbook and the procedure brought forth for you to approve the investigation. He stated that the investigation they requested is ongoing and if they seek to make any requests towards the investigation it is the will of this commission but ultimately we are in the process of scheduling the last interview and would allow for that attempt to occur.

Commissioner Velasquez asked what is the rush.

Mayor Danzinger stated that the rush is if they do not conclude the investigation, they are holding the Town liable for a lawsuit.

Commissioner Velasquez stated no you are not and asked the Mayor to stop lying to people and residents.

Mayor Danzinger asked Commissioner Velasquez what part of this is a lie.

Commissioner Velasquez stated that they will be getting sued.

Mayor Danzinger asked her what her argument is about the two (2) employees of the Town of Surfside that filed formal complaints against you.

Commissioner Velasquez stated that they are formal complaints that are lies.

Mayor Danzinger stated the complaints are regarding a hostile work environment and harassment and they have to address it.

Commissioner Velasquez stated what hostile work environment and asked the Mayor to stop lying.

Mayor Danzinger stated to Commissioner Velasquez that he is not the one that went after Town staff.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Eliana Salzhauer spoke against the item and stated that HR matters need to be handled by HR and not discussed up here. She stated that one of the complaints was ludicrous which was the one that was filed regarding calling the police chief fat. She continued stating the specifics of the complaints and mentioned the complaint filed by the clerks as well as the location of the incident stating that everyone saw what happened in the hallway. She further provided the specifics of the complaint filed by the police chief.

Mayor Danzinger interrupted Ms. Salzhauer and advised her that the contents of the complaints are confidential and are not to be discussed up here. He stated he does not understand how she got the information about the complaints.

Eliana Salzhauer continued with her comments stating it happened at a meeting therefore it is not confidential and continued to provide the specifics of the complaints filed. She stated that they all saw the fight between the clerks and everything that happened in the back room.

Mayor Danzinger again reminded her that the information is confidential.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger asked Commissioner Velasquez to please cooperate with this investigation.

## 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 9:24 p.m., seconded by Commissioner Landsman. The motion carried with a 3-0 vote.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Shlomo Danzinger, Mayor

Attest:

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Sandra N. McCready, MPA, MMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
MINUTES  
November 14, 2023  
5:00 PM  
Commission Chambers**

**1. Opening**

**1A. Call to Order**

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

**1B. Pledge of Allegiance**

Acting Chief Marciante provided the pledge of allegiance.

**1C. 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 and Commissioner Nelly Velasquez.

Absent: Commissioner Marianne Meischeid

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

**2. Quasi- Judicial Hearing**

Mayor Danzinger reminded everyone from the public and on the dais to abide by the rules of decorum.

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

Town Clerk McCready swore in all the speakers.

Town Attorney Recio asked Town Clerk McCready to confirm compliance with the advertising and notice requirements for this hearing.

Town Clerk McCready confirmed noticing requirements were met.

Town Attorney Recio polled the members of the Commission.

Mayor Danzinger spoke with the counsel of the applicant, Vanessa Madrid.

No other commission member had any conversations with the applicants.

**2A. 8851-8873 Harding Avenue - New Multi Family Building with 8 Townhomes in H30C - Hector Gomez, Town Manager**

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

1. The development, as proposed, conforms to the Comprehensive Plan and the Zoning Code
2. 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
3. The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside
4. 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
5. 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
6. The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation; and in the event of redevelopment, the Applicant shall also submit a detailed plan for demolition.

Staff development review response:

1. Staff finds the proposal complies with the Town's Comprehensive Plan in that the development of 8 townhouse dwelling units is less than the allowable density provided in the Comprehensive Plan. Staff also finds the proposal generally complies with the Zoning Code since the building is consistent with the Town's height requirements, complies with setback requirements and complies with the pervious area requirements.
2. The project has minimal impacts on the environment and natural resources.
3. The proposal will have a positive impact on the local economy by increasing



- the tax base with 8 new townhouses averaging approximately 2,400 SF of area. The redevelopment may also support other redevelopment in the area.
4. The significant reduction in dwelling units from the previously approved development (18 apartments to 8 townhouse units) will lessen the water, sewer, solid waste and public education impacts. The proposal is also only slightly more intense than the existing land uses (1 single family residence and 6 apartment units).
  5. Impacts to public roadway facilities and transportation impacts are also an improvement over the existing condition where the single-family residence has a circular driveway and the 6-unit apartment building has 6 backout parking spaces on Harding Avenue. The proposed development will have one driveway connection to Harding Avenue.
  6. The 2 story townhouse buildings with understory are compatible with the community character of the east side of Harding Avenue in this area where the majority of the existing uses are 2 story apartments. The developments to the east are at higher densities and generally 4 story buildings. The Applicant will comply with all applicable requirements of Ordinance No. 2022-1720, adopted March 8, 2022 (codified in Section 14-104 of the Town Code), regarding construction sites.

The Development Review Group (DRG) reviewed the Site Plan Application on September 15, 2023. The meeting was held via Zoom at 1:30 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 for review. The Planning and Zoning Board approved forwarding the Applicant's Site Plan package to the Town Commission at their September 28<sup>th</sup>, 2023 Town Administration recommends approval of this application with the following conditions:

- Applicant must obtain unity of title for the two parcels.
- Secure tree permits for all trees removed or relocated.
- Coordinate with the Town's Public Works Department on water, sewer and solid waste facilities.
- Coordinate with the Town's Public Works and Building Department regarding on-site drainage.
- Coordinate with the Town's Public Works Department on utility access.
- Secure FDOT approval for the curb cut on Harding Avenue.

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

Town Manager Gomez introduced Consultant Town Planner Walter Keller.

Consultant Town Planner Keller provided an overview and background of the project.

Vanessa Madrid, attorney for the applicant provided a presentation of the project.

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 with staff recommendations, seconded by Commissioner Landsman.

Commissioner Landsman spoke regarding what took place at the Planning and Zoning Board Meeting and asked Consultant Town Planner Keller if all staff recommendations were corrected.

Consultant Town Planner Keller stated that the staff recommendations were addressed and met. He stated that there are also other conditions that they will have to follow.

Commissioner Landsman spoke regarding the curvature entry and asked if that entrance is for all units.

Ms. Madrid stated they do, and they will obtain all the required FDOT permits.

Commissioner Velasquez asked where the loading dock is as it pertains to the garbage.

Jose Gavarria, architect responded to the question and stated it is outside of the building and it shares the same curb cut as the vehicles.

Commissioner Velasquez asked if all 8 units will have a pool and asked if it is allowed in the code.

Mr. Gavarria stated that each unit has a plunge pool.

Consultant Town Planner Keller stated these are small pools and there is nothing in the code that prohibits that.

Commissioner Velasquez asked how many stories these units are. She asked regarding the understory and the requirements of understories.

Consultant Town Planner Keller stated this is a 2 story building with an understory and addressed the comments made by Commissioner Velasquez regarding the understory. He stated that this project meets code.

Ms. Madrid addressed the comments made by Commissioner Velasquez as it pertains to the understory. She stated this project has been designed as townhomes.

Vice Mayor Rose likes the building and design and spoke regarding the pervious area they have, and it could have added a guest parking space.

Mayor Danzinger asked if this plan meets Town code. He stated that for the record it meets town code and what is the total height of this building.

Consultant Town Planner Keller stated it is 30 feet and it does meet code.

Mayor Danzinger stated that the plan has a reduction in density and the building is wonderful.

Commissioner Velasquez asked how many parking spaces per unit. She also asked if the permit fees go to the Town or the Building Department.

Consultant Town Planner Keller stated that there are 2 parking spaces per unit and 1 extra space outside.

Town Attorney Recio made a correction to the resolution due to a typo in the resolution. The correction is on page 3 of 9, special condition a2(8) it makes reference to and it should state eastern instead of western.

Town Manager Gomez stated that the permit fees will be going to the Building Department.

The motion carried with a 4-0 vote.

[Attachment A: Location and Zoning Table](#)

[Attachment B: DRG Notes](#)

[8851 to 8873 Harding Avenue Agenda Packet.pdf](#)

[Resolution Site Plan.DOCX](#)

### 3. Resolutions

#### 3A. **RFP No. 2023-04 Design Services for Surfside Memorial** - Hector Gomez, Town Manager

The Town Administration is seeking Town Commission approval to negotiate with KEITH, short-listed firm of RFP No. 2023-04 Design Services for Surfside Memorial following CCNA Guidelines for design services pertaining to the Surfside Memorial Park project.

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

Town Manager Gomez provided an overview of the item.

Paul Weinberg, Keith & Associates Engineering provided a presentation and background of the project.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger thanked the Town Manager and staff for all the hard work that went into this. He thanked Keith & Associates for their presentation and the thought put into this.

A motion was made by Commissioner Landsman to approve this resolution and direct the Town Manager to commence contract negotiations with Keith & Associates to move this project forward, seconded by Vice Mayor Rose.

Commissioner Landsman stated this is part of the process to move forward this project and he thanked Keith & Associates for their presentation.

Commissioner Velasquez thanked Keith & Associates for their presentation.

Vice Mayor Rose asked Town Manager Gomez to clarify that the family was invited.

Town Manager Gomez stated they sent an email to the families.

Vice Mayor Rose stated this is a public meeting and the families were invited.

Town Manager Gomez stated the families will be involved and Keith & Associates will work with the families to work with the artists. He continued providing an overview of the past meetings with the memorial committee.

Mr. Weinberger, Keith & Associates, stated that the families were invited to the presentations and there was a family member present. He stated that he does not anticipate them being part of a process that is not genuine. He clarified the questions regarding the design process of this project.

Vice Mayor Rose thanked them for engaging with the Town and this is very important.

The motion carried with a 4-0 vote.

[Attachment A - Scoring Sheets](#)

[Resolution Selecting Keith Associates for Design of Surfside Memorial and Authorize Negotiation.docx](#)

#### 4. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 5:55 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Shlomo Danzinger, Mayor

Attest:

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Sandra N. McCready, MPA, MMC  
Town Clerk



**Town of Surfside  
Planning and Zoning Board Meeting  
MINUTES  
August 31, 2023  
6:00 PM  
Town Commission Chambers**

**1. Call to Order/Roll Call**

The meeting was called to order by Chair Baumel at 6:06 p.m.

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

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Ruben Bravo, Board Member Lindsay Lecour, Board Member Jonathan Edderai, Alternate Board Member Michael Szafranski and Alternate Board Member Andrew Bales.

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

**2. Town Commission Liaison Report**

Commissioner Landsman provided his Commission Liaison Report. He stated to stay true to the mandate and responsibilities they have as board members and use the resources available from staff and encouraged them to listen to the speakers and if they have questions to ask the Town staff for direction.

**3. Approval of Minutes**

**3.A June 29, 2023 Planning and Zoning Board Meeting Minutes - Evelyn Herbello, Deputy Town Clerk**

A motion was made by Vice Chair Forbes to approve the June 29, 2023 Planning and Zoning Board Meeting Minutes, seconded by Board Member Edderai. The motion carried with a 5-0 vote.

[June 29, 2023 Planning and Zoning Board Meeting Minutes.pdf](#)

**4. Applications**

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

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

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Planning and Zoning Board Meeting  
Thursday, August 31, 2023

were met.

Deputy Town Clerk Herbello confirmed that notice requirements were met.

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

Town Attorney Recio polled the Board Members.

Chair Baumel spoke with some of the individuals that are representing the applicant and providing a presentation on 8777 Collins Avenue.

Vice Chair Forbes spoke with Mr. George Kousoulas regarding 88th Street for 8777 Collins Avenue and with the individuals that are representing the applicant and providing a presentation on 8777 Collins Avenue.

Board Member Bravo spoke with Mr. George Kousoulas regarding 88th Street for 8777 Collins Avenue and with the individuals that are representing the applicant and providing a presentation on 8777 Collins Avenue.

Board Member Lecour spoke with Mr. George Kousoulas on 8777 Collins Avenue as a member of the public.

Board Member Edderai with Mr. George Kousoulas regarding 88th Street for 8777 Collins Avenue with the individuals that are representing the applicant and providing a presentation on 8777 Collins Avenue.

A motion was made by Vice Chair Forbes to move item 4D (8777 Collins Avenue) to be heard before item 4A (9132 Dickens Avenue), seconded by Board Member Edderai. The motion carried with a 5-0 vote.

**4.A 9132 Dickens Avenue - New Two-story Single-Family House - Judith Frankel  
AICP, Town Planner**

**Staff Recommendation:** The application is found to generally comply with the Zoning Code. The Planning and Zoning Board should determine whether the new home's design is "consistent with and in conformance with the design guidelines set forth in the Town Code". If the design is determined to be in conformance, Staff recommends approval with the following conditions:

- **Per Sec. 90-2,** In no instance may the sum of the lot coverage and all exemptions listed exceed 50 percent of the lot area for one-story homes and 46 percent of the lot area for two-story homes. Exemptions include covered and uncovered terraces, steps and patios. The front recessed steps and the

rear covered patio together may not exceed 6% of the lot area.

- **Per Ord. No. 23-1749**, Pervious area is defined as any portion of the ground unobstructed by a non landscape planting surface which prevents or slows down the natural seepage of water into the ground. Synthetic Turf installed in accordance with the requirements of Section 90-87(15) may be counted towards minimum pervious area requirements.
  - The spaces between the concrete driveway and walkway strips may not qualify as pervious due to the compacted aggregate proposed under the entire driveway and walkway areas. The use of synthetic turf in these spaces would be allowed but would likely not be considered pervious due to the installation requirements for synthetic turf. Total calculation of the required 35% pervious area must be provided with the exclusion of the driveway and walkway areas.
  - Additionally, planters with concrete bases or those under cover may not be counted toward the pervious area. The composition of the planters must be verified at the time of permitting.
- The three proposed live oak trees in the right-of-way should be located on or at the property line.
- **Per Sec. 90-97**, a tree removed or relocated will require a tree removal permit from Miami-Dade County.

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

Building Official McGuinness provided his staff recommendations.

Boutros Bounahra, representing the applicant provided a presentation of the project.

Chair Baumel asked if they have done homes in Surfside before.

Mr. Bounahra stated yes.

Chair Baumel stated that their plans are very detailed.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Bravo stated it is a beautiful project and appreciates the materials being used. He asked regarding the pool area and what point in time the permits will be pulled because it is not part of this project.

Mr. Bounahra addressed the comments made and stated that they will submit them together.

Alternate Board Member Bales asked where were they planning on using the Trex



product.

Mr. Bounahra stated it is not Trex product but explained the material it is.

Board Member Lecour spoke regarding the design guidelines and the main entrance and if there is something to do to bring it conceptionally forward and the front mass.

Chair Baumel agrees with the design and likes the back for how interesting it is and is being sensitive to the neighborhood. She prefers the entrance to be set back to give it more privacy.

A motion was made by Vice Chair Forbes to approve the application with staff recommendations, seconded by Board Member Bravo. The motion carried with a 4-1 vote with Board Member Lecour voting in opposition.

[Attachment A: Existing Conditions Images and Design Tables](#)  
[9132 Dickens Avenue Agenda Packet.pdf](#)

**4.B 9156 Emerson Avenue - New Single-Family House** - Walter Keller AICP,  
Consulting Town Planner

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

- **Per 90-45**, the first floor is limited to a lot coverage of 40%. Revise the first-floor area (SF) to comply with this requirement.
- **Per Sec. 90-2**, In no instance may the sum of the lot coverage and all exemptions listed exceed 46% of the lot area for two-story homes. Exemptions include covered and uncovered terraces, steps and patios. The front porch, front steps and rear covered terrace may not exceed 6% of the lot size.
- **Per 90-49.5 (b)** the pervious area in the understory should be increased to provide a minimum of 1,125 SF.
- **Per Sec. 90-97**, a tree removed or relocated will require a tree removal permit from Miami-Dade County. Invasive and prohibited species as defined by Miami-Dade County Code should be removed from the site.
- Verify the pervious area calculation provided on Sheet A1.02, as a portion of the southern portion of the home seems to be included toward the pervious area.
- Per the Town's Building Official, remove the laundry room from the understory and provide flood vents where required.
- Provide information on the type of driveway material proposed.
- Provide information on any fencing proposed for the pool area.
- Provide information on what grades are proposed around the pool deck to provide drainage within the property.

- Provide information on how the understory level, at an elevation of 1.50 NGVD, will properly drain.

Additional comments may be provided at the Planning and Zoning Board meeting.

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

Building Official McGuinness provided his staff recommendations.

Walmir Cunha, applicant provided an overview of his project.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:

Alinar Rigoberto provided her concerns on the building, drainage, lighting and landscaping.

Chair Baumel closed the floor to public comments.

Town Attorney Recio stated to the speaker that this is the time to make her concerns heard and this Board is here to listen to her.

Chair Baumel encouraged her to speak to the architect and communicate with the owners.

Town Planner Frankel stated that there is a construction ordinance that governs how construction sites are addressed. She addressed the speaker's concerns as it pertains to drainage as well.

Board Member Lecour likes the design and asked for them to figure out the drainage and asked regarding the underlighting will be tough on the neighbors.

Vice Chair Forbes stated it is great for the neighborhood just work on the drainage and the underlighting.

Chair Baumel stated she is fine with the lighting and does not think it belongs on residential section and they will get lots of complaints. She does not believe the lights should be on the second floor.

A motion was made by Board Member Lecour to approve the application with staff recommendations plus removing the lighting on the second floor, seconded by Vice Chair Forbes. The motion carried with a 5-0 vote.

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

[9156 Emerson Avenue Agenda Packet](#)

[9156 Emerson - Elevation Certificate](#)

#### **4.C 940 and 932 88th Street - New Two-Story Single-Family House - Judith Frankel**

AICP, Town Planner

The application is found to generally comply with the Zoning Code. The Planning and Zoning Board should determine whether the new home's design is "consistent with and in conformance with the design guidelines set forth in the Town Code". If the design is determined to be in conformance, Staff recommends approval with the following conditions:

- Unity of title for the two subject properties must be established prior to application for a building permit for this project.
- **Per Sec. 90-2**, In no instance may the sum of the lot coverage and all exemptions listed exceed 46% of the lot area for two-story homes. Exemptions include covered and uncovered terraces, steps and patios. The interior courtyard may not exceed 6% of the lot area.
- **Per Sec. 90-50.1**, All elevations for new structures shall provide for a minimum of ten-percent wall openings.
- **Per Sec. 90-67.5**, Screening of the rooftop mechanical equipment must be provided along with a line of sight-diagram demonstrating that it is not visible from eye-level view from grade at a distance of 75 feet from any property line of the subject lot. The footprint area of the equipment, as defined by the perimeter of the decorative and acoustic screen enclosure, shall not exceed seven and one-half percent of the total area of the roof upon which it is placed.
- **Per Sec.90-60.2**, A permeant structure may be no closer than 20 feet from the rear property line. The deck and fire pit shown on the site plan should be removed or relocated.
- **Per Sec. 90-45**, Front yard and rear yard calculations must be correctly provided at the time of permitting.
- **Per Sec.90-45**, Second floor setback calculations must be provided to demonstrate that the minimum requirements for the setbacks have been met. It appears that the setbacks are present, but proper calculations must be provided to demonstrate that compliance. If the Town Commission approves the Average Setback ordinance at its September meeting, those new rules may be applied to this project.
- **Per Sec. 90-47**, Ordinary projections of sills, cornices, and ornamental features, exclusive of roof eaves, may project not more than eight inches into any required interior side yard or not more than 24 inches into any required front, secondary frontage, or rear yard; and roof eaves may project not more than 24 inches into any required yard. Measurements must be provided for ornamental features and eaves that extend into the front or side yards.
- **Per Sec. 90-97**, a tree removed or relocated will require a tree removal permit from Miami-Dade County.

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

Building Official McGuinness provided his staff recommendations.

Cesar Molina, architect accepts the recommendations by the Town Planner and Building Official.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Lecour stated beautiful materials, articulation and landscape and believes it does not have the signature pedestrian main entry.

Mr. Molina addressed the comments made and advised the Board of the materials being used and the entry gate and explained their idea on the main entry.

Board Member Bravo likes the design of the house.

Vice Chair Forbes loves the design and would not change a thing and not change the garage doors.

Chair Baumel loves Mr. Molina's work and does not like the prominence of a big door. She likes the mystery of having that front entrance set away. She would change nothing but the staff recommendations.

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

[Attachment A: Existing Conditions Images and Design Tables  
940 88th Street Agenda Packet.pdf](#)

**4.D 8777 Collins Avenue - New 12-story Multi-family Building** - Walter Keller AICP, Consulting Town Planner and Judith Frankel AICP, Town Planner

**Staff 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.

Staff 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 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 88<sup>th</sup> Street. The loading zone has been located to limit impact to the Memorial Park planned for 88<sup>th</sup> Street while still providing a safe distance from Collins Avenue, subject to FDOT approval.

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 building 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 at Town Hall. 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.

Town staff recommends that the Planning and Zoning Board recommend approval of the Applicant's Site Plan package to the Town Commission subject to the resolution of the following comments prior to the Town Commission hearing:

- Provide a breakdown of residential dwelling unit floor area, balcony area and BOH area per floor;
- Clarify the landscape scheme in the 10-foot setback area on the south property line; and
- Clarify the water and sewer connection strategy. 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. The appropriate points of connection for water and sewer lines will be identified to avoid any potential infrastructure conflicts.

Additionally, due to the prominent location of the site adjacent to the future Memorial Park at 88<sup>th</sup> Street, and its location as a main entry point to the Town of Surfside, it is further recommended that the applicant:

- Coordinate the installation and final design of landscaping and hardscape along 88<sup>th</sup> Street with the Town Manager to best complement the installation and design of the Memorial Park; and
- Improve the landscape presentation along Collins Avenue to increase the visual impact.

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

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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.

**Additional Recommended Conditions of Site Plan Approval:**

- 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.
- 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 Planner Frankel introduced the item, provided staff recommendations and a site plan presentation as well as option A and option B.

Consultant Town Planner Keller went over the design characteristics of the project and staff recommendations.

Building Official McGuinness provided his staff recommendations.

Graham Penn, attorney for applicant provided a presentation. He introduced the Damac Team, engineers, architects and designers.

Chris Lapine, architect for the project provided the presentation on the design of the

property.

Chair Baumel thanked the team for an amazing presentation and design of the project.

Chair Baumel opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer

Rita Spector

Pablo Langesfeld

David Rodan

Vanessa Frank

Emmanuela Jean-Etienne

Charles Burkett

Chair Baumel closed the floor to public comments.

Vice Chair Forbes stated that they received an email from the former mayor, former commission members and one current commissioner and would the Town Attorney address the discrepancy and incorrect information they stated.

Town Attorney Recio provided an explanation and what the code says which is 10 feet for the first 30 feet and the code was adopted in November 2021 and it came from the zoning code rewrite from the 2006 code. He further reiterated the correct information which is not what was represented in the email.

Vice Chair Forbes read the following statement into the record:

"Thank you madam chair. For those who do not know me, my name is David Forbes. I am a Surfside resident and have been on the P&Z board for almost 2 years now. I asked the chair to take a couple minutes to clear up some lies that were written about ME, MADAME CHAIRWOMAN AND MR BRAVO along with 3 sitting commissioners last night by our former mayor, 2 former councilwoman and 2 current council woman, that they had the audacity to call the 3 of us sitting up here right now on this board, and our friends, UNETHICAL, CONSPIRATORS, AND LIARS. Growing up 25 miles north of Detroit, Michigan, i was taught by my parents to never fight or argue with bullies unless they defame your family or your family's name, so here we go, unfortunately. Most, if not all of you, have never been to one or more of our P&Z meetings since we started that includes the former mayor, 1 current councilwoman and 1 former councilwoman. So they and you all have NO IDEA that we rarely agree on issues that are brought to the board. We disagree on a lot of key issues facing and that are important to our town, we disagree on fences, grass, under storage, setbacks, etc. but after every meeting we shake hands, hug and go and eat together as friends do regardless on how the vote turned out nothing is ever personal. After the last council meeting Madam Chair, myself and MR bravo Invited our friends from the commission and others for Pizza and a drink. We met at the FOUR SEASONS bar a PUBLIC HOTEL AND BAR not a PRIVATE CLUB OR BAR and we did what friends do. We discussed our jobs, our children, our kids schools, family's and most important how amazing Lionel Messi is to the entire area and will

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Tua Tugavallo be able to stay upright for the Dolphins this year “ even though i am a Detroit lions fan”. It was a fun family and sports discussions. At NO TIME was any city, county or state business talked about.

Former Mayor Burkett, being a bully he is MADE IT ALL UP to either make himself feel good or to gain votes, IT is not only wrong but unethical for making statements that are out and out LIES. LET ME BE PERFECTLY CLEAR AGAIN AT NO TIME DID ANY OF US DISCUSS ANYTHING ON THIS AGENDA, PAST AGENDAS OR UPCOMING AGENDAS. WE ARE JUST FRIENDS CATCHING UP, LAUGHING, AND HAVING FUN AS FRIENDS DO. By the way, the 2 current councilwomen were also at this “Four Seasons private bar”. Just to be clear i went over and offered both of them to come and hang with us but they said no. Also all 3 of us sitting up here separately spent time with them talking about things people talk about and in the end i picked up round of their drinks for them. I have plenty of photos if anyone needs or wants or cares to see the truth, but that is not the issue. The issue is simple. Former mayor Burkett not only lied again he just made it all up to frighten everyone. There tactics ARE text book, they blame everyone else especially people you not only don't know and never heard of and say THATS THE REASON WE SOULD NOT BE DOING THIS OR THAT. NOTHING ABOUT THE TRUTH OR MOST IMPORTANTLY NOTHING ON WHAT OUR JOB ON THIS BOARD REALLY IS, WHICH IS TO APPROVE OR DENY BASED ON THE COHISEVNESS AND ESTHETICS OF WHAT IS IN OUR GUIDELINES GIVEN TOO US BY THE CITY OF SURFSIDE. THATS IT NOTHING ELSE. MR BURKETT and former and current commissioners you owe ME, MADEME CHAIR AND MR BRAVO and most importantly our families an apology for the ETHICAL ACCUSATIONS that NEVER occurred. Nobody has the right to lie and make up things about other people and print them as fact, EXCEPT FOR BULLIES. THANK YOU MADAM CHAIR.”

Alternate Board Member Szafranski asked if it is true if the garbage trucks will be going through the memorial.

Town Planner Frankel stated that garbage is picked up once in the morning and explained where that would be.

Alternate Board Member Szafranski asked if they are requesting anything different from what others request.

Town Planner Frankel stated that FDOT prefers to have it done not on Collins Avenue due to safety concerns and traffic.

Alternate Board Member Szafranski asked regarding the total square footage of the apartments and are they 7,000 sq foot apartments.

James Galvin representing Damac stated that on average some are larger than others and some are smaller than others.

Alternate Board Member Szafranski spoke regarding that the Town came together in the midst of a tragedy and unfortunately the building was grossly underinsured. He stated only 1 entity came in and stepped up and paid \$120 million dollars for the property and the building is going to happen and it is unrealistic to have someone pay \$120 million dollars for a property and not build. That money went a long way to

help the victims and their families. He stated that there has also been another tragedy and some people have exploited this to create political ambition for their benefit and that is awful and they should be ashamed of themselves. They are using the victims as their pawns for their political ambitions. He hopes that the trash collection time can be worked out.

Alternate Board Member Bales asked Town Planner Frankel on BZ101.00 and asked if the loading dock is roughly 45 or 55 feet from the street from 88th into the building so it is deep into the building. He asked if there will be smell in the room.

Mr. Galvin stated the intent is that the trucks can pull completely into the property and not sticking out onto 88th street. They roll the door up they pull in and when they leave, they roll the door back down. He stated the dumpsters are sitting in an enclosed trash room which is pressured enclosed, and the smell is contained in that room. He explained how it will work.

Chair Baumel asked regarding the location of the entrance and position of the dumpster and is it the same as the previous building there.

Town Planner Frankel stated it was closer to the beach.

Chair Baumel stated that one of the comments made was that they were trying to be as mindful as possible of the entrance and exit of the trash area and it would be as far away as possible from view of the main street and sensitive to the space to the east of it.

Town Planner Frankel stated that the Town is aware of the resolution dedicating 88th Street and provided an overview.

Board Member Bravo asked regarding the possibility of mirroring and have they done any analysis in using 87th instead of 88th Street.

Mr. Galvin stated that 87th Street is closed and not accessible. He explained why they have to have the loading dock where they do, and it is in accordance with Miami Dade County Fire Department requirements.

Board Member Lecour stated that she is thrilled to have this design team in Surfside and their articulation. She does not think the loading dock is in compliance with code based on the ordinance passed. She stated that they can give access to the loading entry on the other street.

Board Member Edderai stated that there is a resolution and wanted clarification and it directs the manager to work with the County and FDOT and the Town does not have jurisdiction and the County and FDOT is in charge of that street.

Town Attorney Recio read the resolution closing 88th Street into the record.

Board Member Bravo asked if there is a way of modifying to grant entrance.

Mr. Galvin stated there are FDOT restrictions in backing in and out of Collins

Avenue. He stated that it also creates a blind spot into the traffic, and they need to maintain a clear traffic triangle without obstruction.

Board Member Lecour asked if they could use valet. She asked if they could move the building.

Mr. Galvin stated the truck will still have to back up into Collins.

Chair Baumel stated what they are having relayed to them they cannot load or unload any truck.

Board Member Bravo asked if they have had conversations with FDOT.

Alternate Board Member Bales asked how many times they do trash pickup.

Mr. Galvin stated a couple of times a week. He continued explaining how they do the trash pickup.

Town Manager Gomez provided explanation as to the regulations from FDOT and update as to the closure of 88th street.

Chair Baumel provided her input and what she understands you cannot load or unload anything on the face of Collins Avenue and that will not sit well with some. She stated that personally she is extremely grateful, and this is a great group of people that are willing to come in and construct on this property. She believes the proposed building is absolutely beautiful and it will bring a lot of light and love in that building and community.

Vice Chair Forbes asked if there is anything on the staff recommendations that they said no to on that list. He stated the building works, and it is sad what happened. He stated that he does not seem that there is an alternative for trash pickup other than on 88th Street.

Mr. Galvin stated they accepted and made adjustments and cured all staff recommendations and there are no open items.

Board Member Lecour asked that this merits more study and could this be deferred to one more meeting to see if they can detour the loading off of Collins Avenue.

Alternate Board Member Bales stated that it was in compliance.

Discussion continued among the Board, staff and the applicant regarding FDOT requirements and the loading and unloading docks.

Board Member Bravo asked what help and assistance are they giving for the memorial.

Mr. Galvin stated they are already discussing a resolution and engaging with the memorial Committee and the Town.

A motion was made by Vice Chair Forbes to take a recess at 8:28 p.m., seconded by Board Member Edderai. The motion carried with a 5-0 vote.

Meeting resumed at 8:40 p.m.

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

A motion was made by Board Member Edderai to approve the application with staff recommendations, seconded by Vice Chair Forbes. The motion carried with a 4-1 vote with Board Member Lecour voting in opposition.

[Attachment A: Figure 1 and Zoning Table 8777 Collins Avenue Agenda Packet.pdf](#)

## 5. Next Meeting Date

### 5.A Next Meeting: September 28, 2023 at 6:00 p.m. and combining October 26, 2023 meeting with November 30, 2023 due to the Upgrade of the Commission Chambers. - Evelyn Herbello, Deputy Town Clerk

Consensus was reached to hold the next meeting on September 28, 2023 at 6:00 p.m.

Deputy Town Clerk Herbello advised the Board Members that she will be attending a conference in October and will need to combine the October 26, 2023 meeting to November 30, 2023 at 6:00 p.m.

Consensus was reached to not hold the meeting on October 26, 2023 and combine it with the November 30, 2023 meeting and combine the December 2023 meeting with the January 2024 meeting.

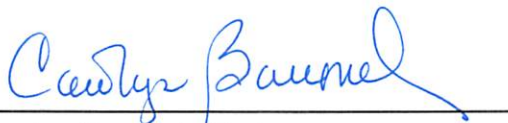
## 6. Discussion Items

## 7. Board Member Comments

## 8. Adjournment

There being no further business to discuss before the Board, a motion was made by Vice Chair Forbes to adjourn the meeting at 9:46 p.m., seconded by Board Member Bravo. The motion carried with a 5-0 vote.

Accepted this 28<sup>th</sup> day of September, 2023.



Carolyn Baumel, Chair

Attest:



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Sandra N. McCready, MPA, MMC  
Town Clerk



**Town of Surfside  
Tourist Board  
MINUTES  
September 11, 2023  
5:30 PM  
Town Commission Chambers**

**1. Call to Order/Roll Call**

Chair Tourgeman called the meeting to order at 5:32 p.m.

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

Present: Chair Eli Tourgeman, Vice Chair Ben Jacobson, Board Member Diana Gonzalez, Board Member Ezequiel Singer and Board Member David Karp.

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

**2. Agenda and Order of Business**

Chair Tourgeman requested to move Item 7 (Public Comment) to be heard before Item 6 (Discussion Items and Action Items).

A motion was made by Board Member Gonzalez to move Item 7 (Public Comment) to before Item 6 (Discussion Items and Action Items), seconded by Vice Chair Jacobson. The motion carried with a 5-0 vote.

**3. Town Commission Liaison Report**

Mayor Danzinger provided his Commission Liaison Report.

**4. Approval of Minutes**

**4.A August 7, 2023 Tourist Board Meeting Minutes** - Evelyn Herbello, Deputy Town Clerk

A motion was made by Vice Chair Jacobson to approve the August 7, 2023 Tourist Board Minutes, seconded by Board Member Singer. The motion carried with a 5-0 vote.

[August 7, 2023 Tourist Board Meeting Minutes.pdf](#)

**5. Resort Tax Collection and Vacancies Report**

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**5.A Resort Tax Collection and Vacancy Report** - Frank Trigueros, Tourist and Communications Director

Tourism and Communications Director Trigueros provided the Resort Tax Collection and Vacancy Report.

Chair Tourgeman spoke about Finance sending out the penalties letters.

Town Manager Gomez confirmed that the letters were mailed out.

Vice Chair Jacobson asked about how long would it go before the Town goes to the next step.

Town Manager Gomez stated that they could discuss further later in the meeting.

[September Vacancies and Resort Tax Report](#)

[Full Resort Tax Numbers](#)

**6. Discussion Items and Action Items**

**6.A Farmers Market Reopening Plan for 96th Street** - Frank Trigueros, Tourism & Communications Director

During the spring, the Tourist Board directed vendor Javier Valmana with the Surfside Farmers Market to relocate the market to the 96<sup>th</sup> Street Beach entrance area when it reopens in October, offering the \$10,000 for enhancements from the community sponsorships budget line item. The vendor will be presenting the reopening plan which will be sent to the Board ahead of the September 11 meeting the week of September 5.

Tourism and Communications Director Trigueros introduced the item and provided an overview.

Javier Valmana spoke about the Farmer's Market. He stated that they used to have the Farmer's Market on the same date as the Village of Bal Harbour. He suggested allocating some of the budget for tents and weights in order to have a successful event considering the winds on the beach. The \$10,000 will be divided. The Farmers Market will be located on 96th street end beginning on October 1, 2023, from 9:30am - 3:30pm. The Village of Bal Harbour will begin on October 15, 2023.

Mr. Valmana explained that if anyone would like to join, they are welcome to submit an application. Application is available on the Town's website and also on the Farmers Market Instagram page. They currently have 15 spaces that will be used.

Chair Tourgeman asked the Town Manager if there is any way possible to advertise the Farmers Market in the Gazette.

Town Manager Gomez responded affirmatively.

Discussion ensued amongst the board members and the vendor. They spoke about the traffic congestion during load in/load out.

Vice Chair Jacobson spoke about the need for off-duty personnel.

Chair Tourgeman asked the vendor to speak to the Village of Bal Harbour and see if between both municipalities they can alternate to have some type of off-duty officer during these times. The cost of the off-duty personnel should be budgeted together with the event budget.

Mr. Valmana stated that he will see how much the off-duty personnel is in order to see if he can accommodate that request.

Mr. Valmana added that on the first date of the Market they will provide some type of live music and if possible some kind of tote bag give away. He would also like to add the Fall photo booth so that people can take photos and for Mother's Day some kind of mini flower bouquet give-away for Mothers.

Vice Chair Jacobson requested for Mr. Valmana to reach out to the Village of Bal Harbour and see if they would be willing to cooperate and partner with the expenses of the different add/on events.

[Tourist Board April 2023 Meeting Minutes](#)

#### **6.B Food Trucks Event - Chair Eli Tourgeman**

Chair Tourgeman introduced the item and provided an overview.

Communications and Tourism Director Frank Trigueros stated that 95th Street has been used before, but they can look into other locations.

Chair Tourgeman asked if there was any possibility on having it on 93rd Street just like Third Thursday's event.

Tourism and Communications Director Trigueros stated that if it's the will of the Board, he will get proposals from different vendors, and they can work the logistics.

Vice Chair Jacobson would like to see this event at the end of November and December possibly Sunday evening, like a Thanksgiving weekend kind of event.

Board Member Gonzalez is not sure if this event will bring issues with the parking.

Board Member Karp believes it is worth a try.

Tourism and Communications Director Trigueros stated they can probably do a test run and see if it works. He offered to bring back additional information to the Board.

A motion was made by Vice Chair Jacobson asking for the Town Staff to come back next month with additional information/proposal in order to consider, seconded by Board Member Singer. The motion carried with a 5-0 vote.

#### **6.C Business District Audit - Chair Eli Tourgeman**



Chair Tourgeman introduced the item and provided an overview. He stated that many years ago a company used to do a forensic audit on businesses.

Board Member Singer asked questions of the staff related to this item and if the IRS reporting is not sufficient.

Town Manager Gomez stated that the Town does not receive the IRS numbers and the Town goes by the statements provided to the Town by the businesses. He further explained what the benefits of conducting financial audits will be provided to the Town. He further stated that the City of Miami Beach currently has a similar process to audit.

After a lengthy discussion the Town Manager offered to have the Finance Department create a communication that provides the entire process for the board to discuss further during next month's meeting.

#### **6.D Collins Avenue Monument Sign, Updated Proposal - Chair Eli Tourgeman**

Tourism and Communications Director Trigueros introduced the item and provided an update.

Chair Tourgeman likes the cursive letter and the Town Seal either on the lower right or the top left of the monument sign.

Board Member Gonzalez likes the combination between the cursive and block letters. She mentioned that cursive style letter has been around for years, and it is still used in many countries.

Board Member Karp likes the cursive letter with the seal on the top left.

Vice Chair Jacobson likes the cursive letter with the seal on the top left.

Board Member Singer likes the seal on the top left but does not support the cursive lettering as he likes more modern style letters.

Discussion took place between the seal versions (full color/outlined blue).

A motion was made by Vice Chair Jacobson to go with the cursive "Surfside" version of the monument with the block letter for "Welcome to" with the yellow seal on top left corner and with the budget of \$12,906.00, seconded by Board Member Gonzalez. The motion carried with a 4-1 vote with Board Member Singer voting in opposition.

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

[Attachment B-Collins Avenue Monument Sign Mock Ups Final.pdf](#)

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

#### **6.E Special Events Consultant Update and Bid Evaluation - Frank Trigueros, Communications and Tourism Director**

Vice Chair Jacobson believes that the way to go is to hire a person that will only report to the Town Manager and that the Town Manager reports to the Board directly

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as he currently does.

Chair Tourgeman believes that the proposals in front of them may not be what they are looking for.

Vice Chair Jacobson stated that they should go back to the job description of the Event Planner that they discussed before.

Board Member Singer asked some questions as to why they are in this process in the first place.

Vice Chair Jacobson provided the history and why they are where they are today.

Board Member Gonzalez believes that with a Town employee it will be better to communicate. She would like to see an increase in events but would also like a variety. She stated that they can select a good candidate for this position.

Board Member Karp believes that the proposals they received are very expensive.

Town Manager Gomez spoke about the process and the funding of the position. The board will have to amend the budget which will have to go to the Town Commission.

A motion was made by Vice Chair Jacobson to direct the Town Manager to bring back a plan that they can execute containing a job description and a proposed salary plus benefits, seconded by Board Member Karp. The motion carried with a 5-0 vote.

**6.F Promotional Items Selection, Seaside Soiree Fall Beach Series - Frank Trigueros, Tourism & Communications Director**

Tourism and Communications Director Trigueros introduced the item and provided an update.

Board Member Gonzalez spoke about the giveaways and probably checking the quality ahead of time.

Board Member singer recommended to look into recycle sport packs, water bottles, beach towel, lunch coolers.

Vice Chair Jacobson suggested beach towel, small items that you can get thousands of like pens, small tape measurers that you can give them to the Downtown and tourists can take back home and promote the Town.

Board Member Karp likes the wine tumblers and liked Vice Chair Jacobson's ideas.

Board Member Gonzalez stated that beach chairs were nice even though she knows those came from Parks and Recreation Department.

**6.G Surfside Business District Survey Results - Frank Trigueros, Tourism & Communications Director**

Communications Manager Cindy Reyes personally visited each business within the business district and alongside with Tourism and Communications Director Trigueros presented the item.

They read each of the survey questions into the record and each of the results.

Discussion took place among the Board members regard the different results.

#### **6.H Media Outreach Efforts - Chair Eli Tourgeman**

Tourism and Communications Director Trigueros introduced the item and provided an update on the team's recent efforts to try and secure travel/lifestyle media for the Plastic Fishing event coming up.

Director Trigueros noted the team had sent a dedicated pitch to local news desks and targeted producers in an effort to obtain coverage. The team also followed up the email pitch with numerous phone calls. He added that they would also be including Deco Drive and Channel 7 in their outreach.

#### **6.I Staff Report: In Progress Updates - Frank Trigueros, Communications and Tourism Director**

Tourism and Communications Director Trigueros introduced the item and provided an update. He stated that handheld devices will be arriving tomorrow and with those they will be able to sell some more with the devices at the different events.

Vice Chair Jacobson requested to see if the public comment section could be moved on from the end to the beginning of the agenda and have Board Member comments at the end.

[Surfside\\_Letters\\_Project.pdf](#)

[ADA\\_Beach\\_Mats\\_-\\_The\\_Waves\\_Condominium.pdf](#)

### **7. Public Comments**

Chair Tourgeman opened the floor to public comments.

The following individual from the public spoke:

Commissioner Nelly Velasquez spoke about the possible expanding of funds to maybe use funds to possibly create an art walk, use dollars towards infrastructure, statues, art and to get creative to better our Town. Also, she would like to see if instead of outsourcing every event, maybe the Town can have a department that can handle that and it will be easier for the Town Manager and Tourism Director to have better control.

Chair Tourgeman closed the floor to public comments.

Board Member Gonzalez asked Commissioner Velasquez if she had any suggestions or anything in mind she would like to propose to the Board.

Commissioner Velasquez spoke about possibly doing an art walk on 91st street so that possibly the Tourist dollars can be used towards the flooding issues on the area so that Tourist can attend without being afraid of their cars getting flooded. She stated that all this can be accomplished legally to help the Town.

Vice Chair Jacobson spoke about the two funds that the board works with. He suggested the Town to bring forward different visions for the board to consider. He also provided his input regarding the inhouse department, he stated that they will be discussing this under Item 6E (Special Events Consultant Update and Bid Evaluation).

**8. Next Meeting**

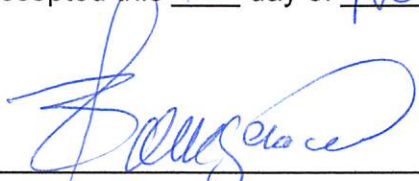
**8.A Next Meeting: October 2, 2023 at 5:30 p.m.** - Evelyn Herbello, Deputy Clerk

Next meeting is scheduled for Monday, October 2, 2023.

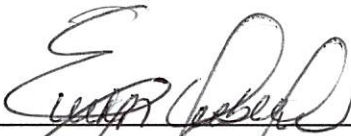
**9. Adjournment**

There being no further business to discuss before the Board, a motion was made by Board Member Gonzalez to adjourn the meeting at 8:03p.m., seconded by Board Member Karp. The motion carried with a 5-0 vote.

Accepted this 13 day of November, 2023.

  
\_\_\_\_\_  
Eli Tourgeman, Chair

Attest:

  
\_\_\_\_\_  
Evelyn Herbello, CMC  
Deputy Town Clerk



**Town of Surfside  
Parks and Recreation Committee  
MINUTES  
September 18, 2023  
5:30 PM  
Community Center Fish Bowl**

**1. Call to Order/Roll Call**

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

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

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

Absent: Committee Member Becky Manuel.

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

**2. Agenda and Order of Business**

**3. Approval of Minutes**

**3.A August 21, 2023 Parks and Recreation Committee Meeting Minutes - Evelyn Herbello, Deputy Town Clerk**

A motion was made by Committee Member Olchyk to approve the August 21, 2023 Parks and Recreation Committee Meeting Minutes, seconded by Vice Chair MacBride. The motion carried with a 4-0 vote.

[August 21, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)

**4. Discussion Items**

**4.A 96th Street Park Construction Update - Tim Milian, Parks and Recreation Director**

Parks and Recreation Director Milian provided an update on the construction project of 96th Street Park. He stated that the possible pour was done on Thursday. The playground equipment is on sight and the light poles are being installed. He stated that it was discussed at the last meeting that the October meeting would possibly be

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at the sight and the Town Clerk will get that information out to the Committee Members.

Chair Logan asked if they are still on target for February or March opening.

Parks and Recreation Director Milian stated it will be March opening.

#### **4.B Tennis Center Design Update - Tim Milian, Parks and Recreation Director**

Parks and Recreation Director Milian provided an update on the Tennis Center design project.

Chair Logan stated they always say Tennis Center and asked if they could use another name like Recreation Center.

Parks and Recreation Director Milian stated they are still on the final design phase and the Committee will have a say on picking the equipment. He did meet with Mosco lighting who did the lighting for the park and will be doing it for the Tennis Center lighting and discussed the conversation he had with Jason from Mosco lighting.

Chair Logan asked if it will be from the 2024 or 2025 budget.

Vice Mayor Rose stated possibly from the 2025 budget.

Discussion among the Committee Members took place and asked to rename the title of the item for upcoming meetings to Tennis Center and Recreation Center Design.

#### **4.C Halloween Spooktacular Event - Tim Milian, Parks and Recreation Director**

Parks and Recreation Director Milian provided an overview of the upcoming Halloween Spooktacular Event. He stated the event will be October 27, 2023 from 6:00 p.m. to 9:00 p.m. He spoke regarding this being the first event that will be relocated due to the 96th Street Park construction and provided the area where this event will be taking place at.

Discussion among the Committee Members, Vice Mayor Rose and Parks and Recreation Director Milian took place regarding how they will be doing the event, possible tiering, younger children possibly going earlier and how having the children's ages broken out for the bounce house and other activities including Family Fun Days.

### **5. Public Comments**

Chair Logan opened the floor to public comments.

The following individual from the public spoke:

Julio Tejada, Department of Water Management, State of Florida, introduced himself to the Committee Members.

Chair Logan closed the floor to public comments.

Committee Member Cook asked regarding the trash cans being installed at the street ends and possibly having a net, like the ones used for cleaning a pool, at the street ends to help pick up trash from the waterway.

Parks and Recreation Director Milian stated he will look into possibly having something like that and explained what the possible liability issues could be encountered with someone falling into the water. He also discussed having the Teen Program to be involved with the trash pickup.

Vice Chair MacBride asked Parks and Recreation Director Milian what is the make of the cameras at the Tot Lot and explained that in his school there is a software program that is monitored that will alert if someone goes in with a weapon. That will send out an alert to the Police Department. He asked Parks and Recreation Director Milian to please find out and see if the cameras at the Tot Lot are compatible with this program.

Parks and Recreation Director Milian will follow up and advise the Committee.

Committee Member Olchyk asked regarding her duties as the Senior Liaison for the Senior Programs and possible field trips.

Chair Logan suggested places the seniors could go to.

Committee Member Olchyk thanked Chair Logan and will get with Parks and Recreation Director Milian with possible field trips and activities.

## **6. Next Meeting Date**

### **6.A Next Meeting: October 16, 2023 at 96th Street Park at 5:30 p.m. - Evelyn Herbello, Deputy Town Clerk**

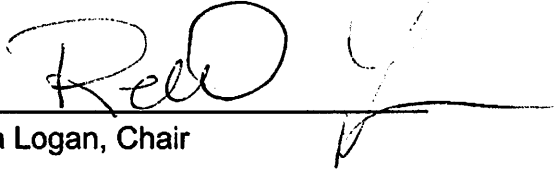
Deputy Town Clerk Herbello provided the next meeting date of October 16, 2023 which will take place at the construction trailer at 96th Street Park along with a tour for the Committee Members. She stated that Parks and Recreation Director Milian will let her know if the park is ready for the tour and she will advise the Committee Members via email in advance with the location of the October meeting.

Consensus was reached to hold the next meeting October 16, 2023 at 5:30 p.m.

## **7. Adjournment**

There being no further business to discuss before the Committee, a motion was made by Committee Member Olchyk to adjourn the meeting at 6:00 p.m., seconded by Vice Chair MacBride. The motion carried with a 4-0 vote.

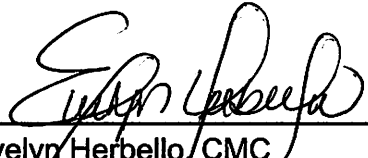
Accepted this 27 day of November 2023.



A handwritten signature in black ink, appearing to read "Retta Logan", written over a horizontal line.

Retta Logan, Chair

Attest:



A handwritten signature in black ink, appearing to read "Evelyn Herbello", written over a horizontal line.

Evelyn Herbello, CMC  
Deputy Town Clerk.





**Town of Surfside  
Planning and Zoning Board Meeting  
MINUTES  
September 28, 2023  
6:00 PM  
Town Commission Chambers**

**1. Call to Order/Roll Call**

Chair Baumel called the meeting to order at 6:02 p.m.

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

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Ruben Bravo, Board Member Lindsey Lecour, and Alternate Board Member Andrew Bales.

Absent: Board Member Jonathan Edderai and Alternate Board Member Michael Szafranski.

Also Present: Commission Liaison Commissioner Fred Landsman, Town Attorney Ed Martos, Town Manager Hector Gomez, Town Planner Judith Frankel, Consultant Town Planner Walter Keller and Building Official James McGuinness.

**2. Town Commission Liaison Report**

Commissioner Landsman provided his Commission Liaison Report.

Chair Baumel stated that there is nobody up here that would ever speak to the Town Planner the way she was spoken to last night at the Commission Meeting. She also gave her support to staff including Deputy Town Clerk Herbello.

**3. Approval of Minutes**

**3.A August 31, 2023 Special Planning and Zoning Board Meeting Minutes and August 31, 2023 Regular Planning and Zoning Board Meeting Minutes - Sandra McCready, Town Clerk**

A motion was made by Board Member Lecour to approve the August 31, 2023 Special Planning and Zoning Board Meeting Minutes and the August 31, 2023 Regular Planning and Zoning Board Meeting Minutes, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

A motion was made by Vice Chair Forbes to move the following items: Item 5C (9425 Harding Avenue) to be heard as the new 5A, item 5D (9501 Harding Avenue) to be heard as the new 5B, item 5E (8851 and 8873 Harding Avenue) to be heard as the new item 5C, item 5A (525 95th Street) will now be new item 5D and item 5B (8850 Hawthorne Avenue) will now be the new 5E, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[August 31, 2023 Special Planning and Zoning Board Meeting Minutes](#)

[August 31, 2023 Regular Planning and Zoning Board Meeting Minutes.pdf](#)

#### 4. Ordinances

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

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

Deputy Town Clerk Herbello confirmed that notice requirements were met.

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

Town Attorney Martos polled the Board Members.

Vice Chair Forbes spoke with Vanessa Madrid, the attorney representing the applicant for item 5E (8851 and 8873 Harding Avenue), which is now the new item 5C.

No other board members spoke to any of the applicants.

##### **4.A 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.

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

Town Planner Frankel introduced item and provided an overview of what the Town Commission recommended.

Alternate Board Member Bales asked regarding existing businesses and if it only applies to Harding Avenue. He asked what is the maximum height of apartments on the west side of Collins Avenue.

Town Planner Frankel addressed the comments made. She stated you can use this mechanism for any area that is zoned mixed use or commercial area and stated this

is the only place it would apply. She stated it is 40 feet and spoke regarding what is allowed in the mixed use area.

Town Attorney Martos clarified what the purpose of the legislation is which is to allow it to be consistent with the neighborhood requirements.

Board Member Lecour asked regarding the setbacks and height requirement. She understands the desire of not having a 12-story building and how did they arrive at 5,000.

Town Attorney Martos responded to the questions asked by the Board members as it pertains to the setbacks as well.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Board Member Lecour to recommend to the Town Commission to approve the ordinance on second reading adding the stricken language back, seconded by Alternate Board Member Bales. The motion carried with a 4-1 vote with Vice Chair Forbes voting in opposition.

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

**4.B 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.

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

Town Planner Frankel introduced item and provided an overview of what the Town Commission recommended.

Board Member Bravo asked regarding the \$50.00 occurrence per machine.

Town Planner Frankel stated they could add the specification on putting a cap and it was done to make sure there was no gambling. They could add specification per day.

Vice Chair Forbes stated that \$50.00 would be a lot.

Chair Baumel opened the floor to public comments.

There were no public comment.

Chair Baumel closed the floor to public comments.

A motion was made by Vice Chair Forbes to recommend to the Town Commission to approve the ordinance on second reading, seconded by Board Member Lecour. The motion carried with a 4-1 vote with Board Member Bravo voting in opposition.

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

## 5. Applications

### 5.A 525 95th Street - One-Story Addition - Judith Frankel AICP, Town Planner

**Staff recommendation:** Staff finds this application for a side yard addition generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition is “consistent with and in conformance with the design guidelines set forth in the Town Code”. The new addition does not alter the architectural style of the home and will not be visible from the public street.

Town Planner Frankel introduced the item.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Discussion took place among the Board Members and applicant regarding the application and conditions for approval.

A motion was made by Alternate Board Member Bales to approve the application with staff recommendations, seconded by Board Member Lecour. The motion carried with a 5-0 vote.

[Attachment A: Zoning Table.pdf](#)

[Attachment B: Existing Conditions Images](#)

[525 95 Street Agenda Packet.pdf](#)

### 5.B 8850 Hawthorne Avenue - One-Story Addition - Judith Frankel AICP, Town Planner

**Staff recommendation:** Staff finds this application for a storage structure addition generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition is “consistent with and in conformance with the design guidelines set forth in the Town Code”. If the proposed addition is determined to be consistent, staff recommends approval with the following condition:

- Code section 90-49 requires lots in the H30A zoning district to provide a minimum of 35% pervious/landscaped area. Applicant must provide calculations demonstrating that the required 35% pervious space is present.
- Code section 90-45 requires a minimum front setback of 20 feet.

Town Planner Frankel introduced the item.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Discussion took place among the Board Members and applicant regarding the application and conditions for approval.

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

[Attachment A: Images and Zoning Tables.pdf](#)  
[8850 Hawthorne Ave Agenda Packet.pdf](#)

**5.C 9425 Harding Avenue - New Wall Sign** - Judith Frankel AICP, Town Planner

**Recommendation:** Town Administration finds the proposed sign design meets the Zoning Code requirements and recommends approval.

Town Planner Frankel introduced the item.

Board Member Lecour stated she was under the impression that wall signs did not have to come before this Board anymore.

Chair Baumel also thought the same thing.

Town Planner Frankel stated it was only window signs.

Board Member Bravo asked if they still have a DRG.

Town Planner Frankel stated it is this Board.

Chair Baumel opened the floor to public comments.

There were no public comment.

Chair Baumel closed the floor to public comments.

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

[9425 Collins Avenue Agenda Packet.pdf](#)

**5.D 9501 Harding Avenue - New Wall Sign** - Judith Frankel AICP, Town Planner

Town Administration finds that the application generally meets the Zoning Code requirements for wall signs and recommends approval with the condition that:

- The sign be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rainwater to flow down the face of the wall.

Planning and Zoning Board may request that the sign be centered above the entrance to the store or centered to the width of the façade.

Town Planner Frankel introduced the item.

Chair Baumel opened the floor to public comments.

There were no public comment.

Chair Baumel closed the floor to public comments.

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

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

**5.E 8851 and 8873 Harding Avenue - New Multi-Family 8 Townhomes** - Walter Keller AICP, Consulting Town Planner and Judith Frankel AICP, Town Planner

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

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

Staff finds the proposal complies with the Town's Comprehensive Plan in that the development of 8 townhouse dwelling units is less than the allowable density provided in the Comprehensive Plan. Staff also finds the proposal generally complies with the Zoning Code since the building will be consistent with the Town's height requirements, complies with setback requirements and complies with the pervious area requirements.

The project has minimal impacts on the environment and natural resources. The significant reduction in dwelling units from the previously approved development (18 apartments to 8 townhouse units) will lessen the water, sewer, solid waste and public education impacts. The proposal is also only slightly more intense than the existing land uses (1 single family residence and 6 apartment units).

The proposal will have a positive impact on the local economy by increasing the tax base with 8 new townhouses averaging approximately 2,400 SF of area. The redevelopment may also support other redevelopment in the area.

Impacts to public roadway facilities and transportation impacts are also an improvement over the existing condition where the single-family residence has a circular driveway and the 6-unit apartment building has 6 backout parking spaces on Harding Avenue. The proposed development will have one driveway connection to Harding Avenue.

The 2 story townhouse buildings with understory are compatible with the community character of the east side of Harding Avenue in this area where the majority of the existing uses are 2 story apartments. The developments to the east are at higher densities and generally 4 story buildings.

The Applicant will comply with all applicable requirements of Ordinance No. 2022-1720, adopted March 8, 2022 (codified in Section 14-104 of the Town Code), regarding construction sites.

The Development Review Group (DRG) reviewed the Site Plan Application on September 15, 2023. The meeting was held via Zoom at 1:30 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 for review.

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

- Modify the building plans to reduce the roof top height to be no higher than 30 feet above the average crown of the road (5.67 NGVD) for Harding Avenue.
- Provide flood vents for the enclosed rooms of the understory per the Florida Building Code including the garage, lobby and foyer, storage room.
- Submit information and sketches to verify the pervious area of the project. The elevated landscape planters on the first level and second level may not be included in landscaping calculations.
- Add a table (or modify a table) in the landscape plan identifying the "Florida Friendly" species proposed and verify that 40% of the trees and shrubs by quantities.
- Applicant must obtain unity of title for the two parcels.
- Secure tree permits for all trees removed or relocated.
- Coordinate with the Town's Public Works Department on water, sewer and solid waste facilities.
- Coordinate with the Town's Public Works Department on on-site drainage.
- Coordinate with the Town's Public Works Department on utility access.
- Secure FDOT approval for the curb cut on Harding Avenue.

Consultant Town Planner Keller introduced the item. He stated this is a positive project but he is not comfortable that the plans are not where they need to be and that is why he is hesitant to provide additional staff recommendation comments.

Building Official McGuinness provided his staff recommendations.

Alternate Board Member Bales asked what the maximum height level is and if they would go up another foot if that would work.

Building Official McGuinness stated that would be fine.

Vanessa Madrid, representing the applicant provided an overview of the project and the architect for he project continued with the presentation and project overview.

Discussion took place among the Board Members and the applicant regarding the handout of the presentation for the project.

Chair Baumel asked if these are the plans with the correction from this morning and how many corrections were there.

Ms. Madrid stated there were 7 corrections.



Chair Baumel asked if all 7 were met.

Ms. Madrid stated some have to do with them working with FDOT and as it relates to the plans they all have been met. The architect stated that there were 12 total and 7 were met and the others are waiting for FDOT.

Chair Baumel opened the floor to public comments.

There were no public comments.

Chair Baumel closed the floor to public comments.

Board Member Lecour asked regarding the façade and the stucco on AO.10. She likes the coral stone that they were using and then they move to stucco on the side of the street that everyone is seeing and she would like the coral stone on the side of the façade that everyone will be seeing.

The applicant representative addressed the comments made by Board Member Lecour.

Andres Quintero, landscape architect spoke regarding the landscape of the project.

Board Members provided their comments and concerns that the Town Planners are not comfortable approving this project as it is being presented.

After further consideration took place among the Board Members regarding the project and materials being used the following motion was made.

A motion was made by Vice Chair Forbes to approve the application with the following conditions: (1) Applicant will not go before the Town Commission until they have satisfied code, design restrictions and all staff recommendations and (2) Approval by Town Planners and Building Official, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

[Attachment A: Location and Zoning Table](#)

[Attachment B: DRG meeting notes](#)

[8851 and 8873 Harding Avenue Agenda Packet](#)

## 6. Next Meeting Date

### 6.A No Meeting in October due to Commission Chambers Upgrade. - Deputy Town Clerk Evelyn Herbello

Deputy Town Herbello advised the Board members that the Commission Chambers will be under renovation and no meetings can take place during that time. Therefore there will be no Planning and Zoning Board meeting on October 26, 2023.

### 6.B Combining November and December 2023 Planning and Zoning Board Meetings to be held on November 30, 2023. - Deputy Town Clerk Evelyn Herbello

Deputy Town Clerk Herbello requested a motion to combine the November 30, 2023 and December 28, 2023 meetings to hold them on November 30, 2023.

A motion was made by Vice Chair Forbes to combine the November and December Planning and Zoning Board meetings to be held on November 30, 2023, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

Discussion among the Board Members and staff took place regarding a possible special meeting or workshop to be scheduled to go over a the draft comprehensive plan and design review guidelines being drafted. Also possibly having a consent agenda on the Planning and Zoning Board Meetings agendas and Town Attorney Martos will look into that.

Deputy Town Clerk Herbello will look at possible available dates in November and send out an email to staff and Board Members for their availability.

Vice Chair Forbes left the meeting at 7:45 p.m.

## 7. Discussion Items

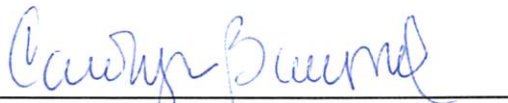
### 7.A Update of Ongoing Projects - Judith Frankel, AICP, Town Planner

Town Planner Frankel spoke regarding the comprehensive plan and design review guidelines draft coming up and they might have two quasi-judicial applications in the November 30, 2023 agenda.

## 8. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Bravo to adjourn the meeting at 7:56 p.m., seconded by Alternate Board Member Bales. The motion carried with a 4-0 vote.

Accepted this 30<sup>th</sup> day of November, 2023.



Carolyn Baumel, Chair

Attest:



Sandra N. McCready, MPA, MMC  
Town Clerk



**Town of Surfside  
Tourist Board  
MINUTES  
November 13, 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 Diana Gonzalez.

Absent: Board Member Ezequiel Singer and Board Member David Karp.

Also Present: Town Attorney Daniela Cimo and Town Manager Hector Gomez.

**2. Agenda and Order of Business**

Chair Tourgeman requested a motion to defer indefinitely item 6I (Surfside Under the Stars Series).

A motion was made by Vice Chair Jacobson to table item 6I (Surfside Under the Stars Series), seconded by Diana. The motion carried with a 3-0 vote.

A motion was made by Vice Chair Jacobson to change the agenda to have the following items heard in this order: 6A (Taste of Surfside Proposal), 6H (Third Thursdays 2024 Proposal), 6M (Seaside Soiree Recap, Food Budget), 6B (Plastic Fishing Festivals, 6C (Farmers Market Update), 6K (Food Trucks Event), 6L (Art Events Ideas), 6D (Event Safety and Logistics Budget), 6E (Finance Department Process, Resort Tax Collection), 6F (Special Events Position), 6G (Eventbrite Funding FY 2024) and 6J (Beach Waste Receptacle Sleeves), seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

A motion was made by Vice Chair Jacobson to move public comments before item 6.

Vice Chair Jacobson withdrew his motion.

### 3. **Town Commission Liaison Report**

No Commission Liaison Report was provided since Mayor Danzinger was absent.

### 4. **Approval of Minutes**

#### 4.A **September 11, 2023 Tourist Board Meeting Minutes** - Evelyn Herbello, Deputy Town Clerk

A motion was made by Vice Chair Jacobson to approve the September 11, 2023 Tourist Board Meeting Minutes, seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

[September 11, 2023 Tourist Board Meeting Minutes.pdf](#)

### 5. **Resort Tax Collection and Vacancies Report**

#### 5.A **Resort Tax Collection and Vacancies Report** - Frank Trigueros, Tourism and Communications Director

Tourism and Communications Director Trigueros provided the Resort Tax Collection and Vacancy Report. He spoke regarding the different business coming onboard.

Vice Chair Jacobson stated that it seems that everybody has been brought up to date with their payments.

Tourism and Communications Director Trigueros stated they do have less pending.  
[November Vacancies and Resort Tax Report.pdf](#)

### 6. **Discussion Items and Action Items**

#### 6.A **Taste of Surfside Proposal** - Frank Trigueros, Tourism & Communications Director

Tourism and Communications Director Trigueros provided an update on the item.

Alan Andai provided an overview of the proposal.

Chair Tourgeman asked regarding a date.

Mr. Andai stated they discussed April or May.

The Board reached consensus with the dates for the upcoming event.

Discussion took place regarding the number of participants being 250 and the entire budget will cover the cost and keep a wait list open and do it in advance.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

A motion was made by Vice Chair Jacobson to approve the Taste of Surfside Proposal as proposed, seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

[Attachment A - Taste of Surfside Proposal](#)

**6.B International Coastal Cleanup Day Plastic Fishing Festival Recap and FY 2024 Events.** - Frank Trigueros, Tourism & Communications Director

Tourism and Communications Director Trigueros provided an update on the item.

Rodrigo Bottori provided a presentation and recap of the event.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

Tourism and Communications Director Trigueros stated that anything beyond October and November would be another fiscal year.

Mr. Bottori provided the dates for the different events.

Chair Tourgeman spoke regarding three dates with exposure is coastal clean up and earth day. He stated that the Parks and Recreation Department has also cleanups and do they have it on a regular basis and if not they can sponsor some activities with the Parks and Recreation Department.

Further discussion took place among the Board Members, staff and Mr. Bottori regarding the different events being proposed and cost.

A motion was made by Board Member Gonzalez to do the coastal cleanup event on September 22, 2024 and Earth Day on April 21, 2024, seconded by Vice Chair Jacobson. The motion carried with a 3-0 vote.

**6.C Farmers Market Reopening Update** - Frank Trigueros, Tourism & Communications Director

Tourism and Communications Director Trigueros provided an update on the item.

Javier Valdamara provided an update on the Farmer's Market.

Chair Tourgeman spoke regarding moving the coconut stand north to avoid both markets from being close to each other.

Mr. Valdamara continued with the update of the market.

Chair Tourgeman asked for Tourism and Communications Director Trigueros to have the coconut stand to move.

Vice Chair Jacobson asked regarding the coconut stand and if they owe the Town money.

Mr. Valdamara addressed the comments made regarding the coconut stand.

Town Manager Gomez asked for them to have a conversation with the vendor of the coconut stand.

Vice Chair Jacobson asked to look into having "Surfside" added on to the awning.

Chair Tourgeman asked regarding the surfside logo and who does that.

Tourism and Communications Director Trigueros stated it depends on the vendor and asked regarding an idea for a hanging sign off the canopy.

Further discussion took place among the Board members, staff and the vendor regarding possible signage.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

**6.D Event Safety & Logistics Budget - Frank Trigueros, Tourism & Communications Director**

The Administration recommends that the Board approve \$30,000 in funding towards personnel and logistics-related costs for tourism events in order to avoid utilizing the General Fund.

Tourism and Communications Director Trigueros provided an update on the item and request \$30,000 for the event.

Town Manager Gomez provided a summary of the item and what is needed to cover these events. He explained it is overtime expenses for the employees from the different departments.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

Discussion among the Board Members and staff took place regarding the specifics of the cost and logistics of this item.

A motion was made by Vice Chair Jacobson to approve the item and an amount of \$30,000 to cover the operation of the events, seconded by Board Member Gonzalez.

The motion carried with a 3-0 vote.

**6.E Finance Department Process, Resort Tax Collection** - Hector Gomez, Town Manager

Tourism and Communications Director Trigueros provided an update on the item.

Town Manager Gomez provided an overview of the process in detail.

Discussion took place among the Board Members and Town Manager Gomez regarding the process and resort tax collection.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

[Resort Tax Collection, Finance Department Process.pdf](#)

**6.F Special Events Position** - Frank Trigueros, Tourism & Communications Director

Town Manager Gomez provided an update on the item and looking at \$119,000 to fund the position, that includes benefits. The salary itself would be between \$80,000-\$85,000 a year.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

Discussion took place among the Board Members and Town Manager Gomez regarding the position, salary and they would report to the Town Manager but would work directly with the Tourist Board.

Board Member Gonzalez spoke regarding the new position and has heard many critiques of the salary.

Consensus was reached by the Board Members that the salary is too high and to continue to have further conversations.

Town Manager Gomez explained that this person would have to deliver 5-6 events.

Discussion among the Board Members, staff and the Town Manager took place as it pertains to need for this position and the specifics of the duties of this individual as to what they can deliver.

Consensus was reached by the Board to place this on hold and for further thought.

**6.G Eventbrite Funding for FY 24** - Frank Trigueros, Tourism & Communications

Director

Staff is seeking approval to fund Eventbrite listings for the full fiscal year.

Tourism and Communications Director Trigueros provided an update on the item.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

A motion was made by Vice Chair Jacobson to approve \$1,920 for Eventbrite per year, seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

[Attachment A - Eventbrite Pricing](#)

**6.H 2024 Third Thursday Series** - Frank Trigueros, Tourism & Communications Director

Tourism and Communications Director Trigueros provided an update on the item.

Alan Andai provided an overview of the 2024 Third Thursday Series, their history, involvement and gave a presentation.

Chair Tourgeman asked how do they tie with the businesses.

Mr. Andai responded to the comments made.

Mr. Andai provided the different event themes.

Board Member Gonzalez likes the mardi gras new orleans theme, health and awareness, latin festival, classic rock, and great gatsby.

Vice Chair Jacobson asked which was the most popular one.

Mr. Andai stated the caribbean and latin are a great hit as well as the health and awareness.

Vice Chair Jacobson stated they did not get a lot for the skating one.

Mr. Andai stated it is because everyone had to bring their own skates.

Vice Chair Jacobson likes the karoeke.

Mr. Andai explained what type of karoeke it would be and suggested replacing Great Gatsby with karoeke.

Discussion among the Board members took place regarding the different event themes and the following motion was made.



Tourism and Communications Director Trigueros asked if they wanted to increase the food budget by \$2,000.

The Board reached consensus to leave the amount for the food as is.

A motion was made by Vice Chair Jacobson to approve the Third Thursdays events with an additional \$1,500 per event for the following events: Latin Festival, Mardi Gras, Health and Awareness, Classic Rock and Karaoke live to be held from January to May, 2024. The motion died for lack of a second.

Chair Tourgeman asked regarding the allotted money for the event.

Vice Chair Jacobson explained what took place in the past with the additional \$1,500 for the food and it was better.

Chair Tourgeman spoke regarding the money being spent on food for this event.

Mr. Andai addressed the comments made.

Further discussion took place among the Board Members, staff and Mr. Andai regarding the cost for additional food for this event and what has taken place in the past.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

A motion was made by Vice Chair Jacobson to approve the Third Thursdays events with an additional \$1,500 per event for the following events: Latin Festival, Mardi Gras, Health and Awareness, Classic Rock and Karaoke live to be held from January to May, 2024, seconded by Chair Tourgeman. The motion carried with a 2-0 vote with Board Member Gonzalez voting in opposition.

[Third Thursday 2024 Board Presentation.pdf](#)

**6.I 2024 Surfside Under the Stars Series** - Frank Trigueros, Tourism & Communications Director

TBD

A motion was made by Vice Chair Jacobson to table the item, seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

**6.J Beach Waste Receptacle Sleeves** - Frank Trigueros, Tourism & Communications Director

Town Manager Gomez provided an update on the item and pictures of options.

Chair Tourgeman asked if the sleeves are strong enough to support the picking up

by the trucks.

Discussion among the Board Members and Town Manager Gomez took place regarding the sleeves and questions as to the durability of the sleeves and what would happen if they get dirty.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

A motion was made by Vice Chair Jacobson to approve the purchase of sleeves for 77 cans at a cost of \$1,000, seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

**6.K Food Trucks Event - Frank Trigueros, Tourism & Communications Director**

TBD

Tourism and Communications Director Trigueros provided an update on the item.

Javier Valdamara provided an overview and a presentation of the Food Truck Event on Thursdays.

Discussion took place among the board members and Mr. Valdamara regarding this event, specifics and challenges.

Chair Tourgeman suggested trying one event and see how it works and coordinate with Tourism and Communications Director Trigueros.

Tourism and Communications Director Trigueros suggested using a vacant lot that is not a Town lot and hold some food trucks and for Mr. Valdamara develop a proposal.

Vice Chair Jacobson stated that might work and have at least one kosher food truck.

Further discussion took place among the board members, staff and Mr. Valdamara regarding location, event specifics and time frame.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

Mr. Valdamara will come back next month with a proposal.

**6.L Art Event Ideas - ACT Productions - Frank Trigueros, Tourism & Communications Director**

Tourism and Communications Director Trigueros provided an update on the item.

Barbara Goigochea, ACT Productions, provided a presentation of the different art ideas.

Chair Tourgeman asked them what time they are looking at holding the event.

Discussion took place among the Board Members, staff and ACT Productions regarding the event presented, possible time frame, dates and food vendors.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

A motion was made by Board Member Gonzalez to approve the Street Art Festival at a cost of \$25,000 to be held at the end of January and February 2024, seconded by Vice Chair Jacobson. The motion carried with a 3-0 vote.

[ACT Productions, Art Related Concepts](#)

**6.M Seaside Soiree Recap, Food Budget** - Frank Trigueros, Tourism & Communications Director

Tourism and Communications Director Trigueros provided an update on the item. He spoke regarding the time change.

Alan Andai provided an overview of the project and the issues encountered due to the time change and it being dark.

Vice Chair Jacobson stated they should be done by 5:00 p.m.

Mr. Andai stated it would be either 3:00 p.m. to 5:00 p.m.

Board Member Gonzalez spoke regarding the event on the beach and the amount of people coming to the event that are not residents.

Chair Tourgeman believes it was great and they should do it again and the activity is for everyone.

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

A motion was made by Vice Chair Jacobson to hold the event from 2:00 p.m. to 5:00 p.m. and approval of \$500.00 towards the event, seconded by Board Member Gonzalez. The motion carried with a 3-0 vote.

**7. Public Comments**

Chair Tourgeman opened the floor to public comments.

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

**8. Board Member Comments**

There were no Board Member comments.

**9. Next Meeting**

**9.A Next Meeting: December 4, 2023 at 5:30 p.m.** - Evelyn Herbello, Deputy Town Clerk

Deputy Town Clerk Herbello advised the Board of the next meeting date of December 4, 2023 at 5:30 p.m.

Consensus was reached to have the meeting on December 4, 2023 at 5:30 p.m.

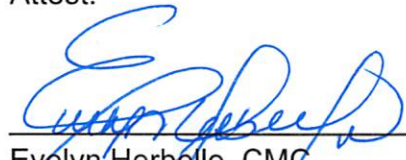
**10. Adjournment**

There being no further business to discuss before the Board, a motion was made by Board Member Gonzalez to adjourn the meeting at 7:29 p.m., seconded by Vice Chair Jacobson. The motion carried with a 3-0 vote.

Accepted this 4 day of December, 2023.

  
\_\_\_\_\_  
Eli Tourgeman, Chair

Attest:

  
\_\_\_\_\_  
Evelyn Herbello, CMC  
Deputy Town Clerk



## MEMORANDUM

ITEM NO. 3C.

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

**From:** Hector Gomez, Town Manager

**Date:** December 12, 2023

**Subject:** **Gas Franchise Agreement between The Town of Surfside and Peoples Gas System**

---

Town administration recommends the approval of the proposed non-exclusive franchise agreement with Peoples Gas System, Inc. as presented.

The Town has a non-exclusive franchise agreement with Peoples Gas System, INC. which has since expired. The agreement grants Peoples Gas a non-exclusive right, privilege and franchise to lay, erect, install, construction, operate, repair and maintain gas distribution systems within the Town limits and public Rights-of-way to serve customers within the Town of Surfside. The previous agreement was for a duration of 15 years and expired in May 2023. Since then, Town administration has been working with Peoples Gas' representatives to draft an equitable agreement to continue to serve the residents of Surfside through natural gas service utilities.

The proposed agreement re-establishes terms, use of right of way, maintenance procedure, construction procedure, franchise fees, identification process of Town residents, insurances, record keeping, hold harmless and termination procedures. The agreement is proposed for one-year 15-year term, with an additional renewal term of 15-years upon mutual agreement of the parties. renewable terms. The agreement can be found in **Attachment A - "Proposed Agreement"**. The proposed agreement is in line with what other municipalities have entered into and has conditions to match higher franchise fees negotiated with other municipalities within Miami Dade County. The proposed franchise fee is 6% of all revenues collected by Peoples Gas.

[Resolution Approve Franchise Agreement with Peoples Gas System](#)

[Gas Franchise Agreement with Peoples Gas System](#)

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A NATURAL GAS FRANCHISE AGREEMENT WITH PEOPLES GAS SYSTEM, INC.; AUTHORIZING PEOPLES GAS TO USE THE PUBLIC RIGHTS-OF-WAY THE TOWN, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE MAY BE EXERCISED; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) has a non-exclusive franchise agreement with Peoples Gas Systems, Inc. (“Peoples Gas”) for the provision of natural gas in Town through a distribution system, which has since expired; and

**WHEREAS**, the Town wishes to approve a new franchise agreement with Peoples Gas which grants the non-exclusive right, privilege and franchise to lay, erect, install, construction, operate, repair and maintain gas distribution systems within the Town limits and public rights-of-way to serve customers within the Town; and

**WHEREAS**, the proposed Franchise Agreement attached hereto as Attachment “A” (“Franchise Agreement”) provides for a 15-year term with one (1) renewal term upon mutual agreement of the parties, and establishes terms and conditions for the use of public rights-of-way and streest, maintenance procedures, construction procedures, franchise fees, insurance requirements, record keeping, hold harmless and termination procedures; and

**WHEREAS**, the Town desires to enter into the Franchise Agreement with Peoples Gas, in substantially the form attached hereto as Attachment “A”, subject to final approval by the Town Manager and Town Attorney as to form and legal sufficiency; and

**WHEREAS**, the Town Commission finds that the Franchise 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. Approval of Franchise Agreement.** The Town Commission hereby approves the Franchise Agreement with Peoples Gas, in substantially the form attached hereto as Exhibit “A”, subject to the final approval by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Authorization.** The Town Manager is authorized to execute the Franchise Agreement, in substantially the form attached hereto as Attachment “A”, subject to the final approval by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 4. Implementation.** The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Franchise Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 2023.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

---

Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

---

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



**NATURAL GAS FRANCHISE AGREEMENT**  
**BETWEEN**  
**THE TOWN OF SURFSIDE**  
**AND**  
**PEOPLES GAS SYSTEM, INC.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **PEOPLES GAS SYSTEM, INC.**, a Florida corporation (“Company”) and the **TOWN OF SURFSIDE**, a Florida municipal corporation (“Town”).

**SECTION 1. DEFINITIONS.**

For the purposes of this Franchise Agreement, the following terms shall have the meanings given herein.

- A. “Customer” shall mean any Person served by the Company within the corporate limits of the Town, including residential, commercial and industrial customers within the Town.
- B. “Company” shall mean Peoples Gas System, Inc., a Florida corporation, its permitted successors and assigns.
- C. “Distribution System” shall mean all existing, and hereinafter existing, and any and all transmission pipelines, main pipelines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.
- D. “Effective Date” shall mean the date this Franchise becomes effective as described in Section 20 below.
- E. “Franchise” or “Franchise Agreement” shall mean this agreement as passed and adopted by the Town and accepted by the Company as provided in Section 19 below.

- F. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- G. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale, transportation, distribution and delivery of Gas.
- H. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- J. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, easement, public place, or other right-of-way that is owned by the Town or has been dedicated to the Town.
- K. "Town" shall mean the Town of Surfside, Miami Dade County, Florida, its successors and assigns.

**SECTION 2: GRANT.**

The Town hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, install, construct, operate, repair and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Town, or in such territory as may be hereafter added or annexed to, or consolidated with the Town, a Distribution System subject to the terms and conditions herein contained.

**SECTION 3: TERM.**

Except as earlier terminated as provided in Section 15, the Franchise hereby granted shall be for a period of fifteen (15) years, followed by one (1) consecutive

extension period of fifteen (15) years, upon mutual consent of the parties prior to the expiration of the then current term. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the then current term.

**SECTION 4. ASSIGNMENT.**

A. The Franchise hereby granted, and any portion of the Distribution System, shall not be sold, leased, transferred, assigned or otherwise alienated or disposed of except with the prior written consent of the Town Commission, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the Town.

B. Notwithstanding the foregoing, upon advanced written notice to the Town, the Company may, without the prior consent of the Town, sell, lease, transfer, assign or otherwise alienate this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

**SECTION 5. TOWN COVENANT.**

As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

**SECTION 6. USE OF RIGHT-OF-WAY/STREETS.**

The Distribution System shall be erected, placed, laid, installed, constructed, repaired and maintained in such manner as will be, consistent with necessity, with the least interference with other public and utility uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate Town authority.

Construction plans shall be submitted by the Company to the Town and a Right-of-Way Permit shall be obtained from the Public Works Department Director, and for the connection of gas main lines to service laterals a Right-of-Way Permit prior to the Company causing any opening or alteration to be made in any of the Rights-of-Way within the Town for the purpose of laying, construction, installing, maintaining, repairing or operating any fittings, appliances and appurtenances or other components of the Distribution System. The Town shall issue or, if applicable, deny permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this Franchise Agreement, the Town shall charge a flat fee of Eighty Dollars (\$80.00) per permit to the Company for the issuance of each permit.

The Company's work under this Franchise shall be done in accordance with applicable laws. The Company shall replace or properly re-lay and repair any sidewalk, street, lawn, landscaping or swale that may be disrupted or displaced by reason of such work within 60 days of completion of the work, including asphalt restoration. Whenever the Company shall cause any opening or alteration to be made in any of the Rights-of-way or public places within the Town for the purpose of laying, installing, constructing,

maintaining, repairing or operating any equipment or component of the Distribution System, such work shall be completed at the Company's expense within 60 days and the Company shall upon the completion of such work restore such portion of the Right-of-way or other public places to as good or better condition as it was immediately prior to the work. Upon the Company's failure to begin such repair or restoration within ten (10) days of its receipt of written notice from the Town, to restore such Right-of-way, then the Town may undertake such repair or restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

Nothing in this Franchise Agreement shall be construed as surrender by the Town of its right or power to pass ordinances regulating the use of its Rights-of way or streets in accordance with Town's police powers or property rights; provided, however, the Town shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

#### **SECTION 7. MAINTENANCE; COMPLIANCE WITH LAWS**

All such components of the Distribution System and the meters of the Company located within the Town shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, regulations and laws of the Florida Public Service Commission and any other legislative body having jurisdiction.

#### **SECTION 8. LAYING OF PIPE.**

All components of the Distribution System shall be laid, installed, constructed, maintained, repaired and operated in accordance with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, all specifications contained in Town permits.

## **SECTION 9. CONSTRUCTION WORK.**

The Town reserves the right to permit to be laid, installed, constructed, maintained, repaired and operated any and all underground facilities, including electric conduits, water and gas pipes and lines, cables, communication, sewers, and stormwater systems, and to do and permit to be done any underground work that may be deemed necessary or proper by the Town in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, stormwater, or other underground facilities or structures located within the Rights-of-way, it shall be deemed necessary by the Town to remove, relocate, or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation, or disconnection shall be made by the Company as ordered in writing by the Town without claim for reimbursement. If the Town shall require the Company to remove, relocate, or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System to enable **any other Person** to use said Rights-of-way of the Town, as part of its permitting or approval process, the Town shall require the Person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any reasonable loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will use reasonable care during the alteration or relocation of a portion of its Distribution System so as to not interfere with, change, or injure any water pipes, stormwater, drains, or

sewers of the Town unless it has received specific permission from the Town or its duly authorized representative.

**SECTION 10. FRANCHISE FEE; PAYMENTS.**

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the Effective Date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall pay to the Town or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale, distribution, transportation or delivery of Natural Gas to Customers within the corporate limits of the Town (however, if Company shall later receive a payment from a customer on an uncollectable account, Company shall pay such 6% sum as outlined above). The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

In the event the Company enters into a franchise agreement with another Florida municipality or government that contains substantially similar terms and conditions as this Franchise and that provides for a franchise fee in excess of 6% rate that results in a rate higher than that provided hereunder, then the Town may, at its option, demand that the franchise fee rate payable hereunder be adjusted so as to be consistent with the franchise fee rate extended to such Florida municipality or government entity; such increase in the franchise fee rate shall apply prospectively beginning with the next monthly franchise fee payment following Company's receipt of a written notice from the Town exercising its right to increase the franchise fee rate as provided herein.

It is the intent and agreement of Town and Company that Company shall not be required to pay Town a franchise fee rate hereunder of a percentage greater than that paid to Town by any other gas provider utilizing Town's rights-of-way on such gas provider's revenues attributable to services that are the same or substantially the same as those performed by Company. If Town imposes a lesser rate, or no fee, or is permitted by law to impose a fee on another gas provider that is utilizing the rights-of-way and providing or seeking to provide services in competition with Company to customers within Town's municipal boundaries and does not collect such a fee or collects a lesser rate than that provided herein, then the Company may, at its option, demand that the franchise fee rate payable hereunder be adjusted so as to be consistent with the lesser rate (or no fee) charged to such other gas provider. It is further the intent and agreement of Town and Company that Company should not be placed at a competitive disadvantage by the payments required hereunder in the event other gas companies provide services in competition with Company without utilizing Town's rights-of-way as provided herein.

**SECTION 11: IDENTIFICATION OF TOWN RESIDENTS**

Upon the written request of the Company, the Town will use reasonable efforts to deliver to the Company such information (including Town limit streets and block numbers) as is needed by the Company to determine which of its Customers are located within the Town limits. The Town will use reasonable efforts to provide such information within 30 days of the Effective Date of this Franchise, and within thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any



obligation to pay franchise fees for such customers to the extent the Town has failed to provide information in accordance with this Section 11.

**SECTION 12:            ACCOUNTS AND RECORDS**

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Town are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the Town, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the Town for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

**SECTION 13:            INSURANCE**

During the term of this Franchise, and any renewals, the Company shall file with the Town Clerk and shall keep in full force and effect at all times during the effective period, insurance certificates evidencing the following insurance and/or self-insurance policies:

A.     General Liability:

Insurance or evidence of self-insurance within the corporate limits of the Town, as they currently exist or may exist in the future, the terms and conditions of which shall provide the Town the minimum sum of \$5,000,000.00 for injury or death to all persons,

and \$5,000,000.00 with respect to property damage, and shall include the Town as an additional insured as to the Company's construction, operation, repair and maintenance of a Natural Gas Distribution System within the corporate limits of the Town, as they currently exist or may exist in the future. Coverage limits of 10,000,000.00 per occurrence shall remain in full force and shall be undiminished during the effective period of this Agreement.

B. Automobile Liability:

Insurance and/or self-insurance with a combined single limit of \$5,000,000.00 per occurrence for any one accident or loss. The required limits may be satisfied by a combination of self-insurance, primary insurance, and/or excess or umbrella insurance. The Town shall be included as an additional insured on such automobile policies.

C. Workers' Compensation:

Worker's compensation as required by Florida law, and Employers' Liability with minimum limits of \$1,000,000 per occurrence. Insurance and/or self-insurance Statutory Limits Part A \$1,000,000.00 Employers' Liability Limit Part B.

D. Company shall notify the Town Clerk in writing, promptly upon any material alteration, modification, or cancellation of such policy is to become effective.

**SECTION 14: INDEMNIFICATION; HOLD HARMLESS.**

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Town, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent installation, construction, operation, repair and maintenance of the Distribution System within the Town during the

term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the Town in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts or criminal acts, or error of the Town, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Nothing in this Franchise Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

**SECTION 15:      TERMINATION BY TOWN.**

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Town to declare a termination of this Franchise Agreement; provided, however, that before such action by the Town shall become operative and effective, the Company shall have been served by the Town with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Town with respect thereto, and the Company shall have had

a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the Town to effect such cure within a reasonable amount of time; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the reasonable control of the Company shall not constitute grounds for termination for the duration of such event.

In the event of a final adjudication of bankruptcy of the Company, the Town shall have full power and authority to terminate, revoke, and cancel any and all rights granted under the provisions of this Franchise.

Notwithstanding the foregoing, failure by the Company to comply in any substantial respect with any of the provisions, terms, or requirements of this Franchise shall result in a termination of this Franchise. Said termination shall be effective upon a finding by a court of competent jurisdiction that Company has substantially breached any of the provisions, terms or requirements of this Franchise. Both the Town and the Company reserve the right of appeal of such court findings. If it is the non-prevailing party, the Company shall have six months after the final determination of the question of breach to make restitution or cure the default or failure before termination shall result. The Town, at its discretion by and through its Town administration, may grant additional time to the Company for restitution and compliance as deemed appropriate by the Town.

**SECTION 16:            CHANGES IN PROVISIONS HEREOF.**

Changes in the terms and conditions hereof may only be made by written agreement between the Town and the Company.

**SECTION 17:           SEVERABILITY; CHANGE IN LAW.**

A.     If any section, part of a section, paragraph, sentence, or clause of this Franchise Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

B.     Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Town, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or Town may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

**SECTION 18:           GOVERNING LAW**

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Company and Town consent and agree that Miami-Dade County, Florida, shall be the proper and convenient venue for any legal proceeding relating to this Franchise Agreement.

**SECTION 19.**      **SEVERABILITY.** If any section, sentence, clause or phrase of this Franchise Agreement 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 Franchise Agreement.

**SECTION 20.**      **EFFECTIVE DATE.**  
This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing to the Town within sixty (60) days of the Town's adoption of a resolution approving this Franchise Agreement.

**SECTION 21.**      **NOTICES/AUTHORIZED REPRESENTATIVES.**  
Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have hereto executed this Franchise Agreement as of the Effective Date.

**PEOPLES GAS SYSTEM, INC., A Florida corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Addresses for Notice:**

TECO Peoples Gas  
5101 NW 21st Avenue, Suite 460  
Ft Lauderdale, FL 33309  
Attention: Regional Manager

**With a Copy to:**

TECO Peoples Gas  
702 N. Franklin St.  
Tampa, Florida 33602  
Attention: Legal Department

**IN WITNESS WHEREOF**, the Parties have hereto executed this Franchise Agreement as of the Effective Date.

**TOWN OF SURFSIDE, FLORIDA**

By: \_\_\_\_\_  
Hector Gomez, Town Manager

**ATTEST:**

\_\_\_\_\_  
Sandra McCreedy, 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

**Addresses for Notice:**

Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
hgomez@townofsurfsidefl.gov (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman,  
P.L.  
Attn: Lillian Arango, Esq.  
Town of Surfside Attorney  
2800 Ponce de Leon Blvd., Suite 1200  
Coral Gables, FL 33134  
larango@wsh-law.com (email)





## MEMORANDUM

ITEM NO. 3D.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Hector Gomez, Town Manager  
**Date:** December 12, 2023  
**Subject:** **FEMA Community Ratings System (CRS) Consultants Contract**

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Retain CRS Max Consultants, Inc. for CRS related consulting services for fiscal year 2024 for a total fee not to exceed \$6,500.00. The Town budgeted the funds in the approved fiscal year 2024 budget.

The Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Over 1,500 communities participate nationwide. In CRS communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the three goals of the program:

1. Reduce and avoid flood damage to insurable property
2. Strengthen and support the insurance aspects of the National Flood Insurance Program
3. Foster comprehensive floodplain management

The Town of Surfside is part of the Community Rating System (CRS) program and has a consultant that assists the Town with yearly submittals to FEMA. The consultant is responsible for:

- Review current CRS program.
- Provide answers to questions pertaining to the CRS program.
- Review Elevation Certificates for correctness
- Assist with annual CRS recertification.
- Interface with ISO/CRS Specialist as required.
- Assist with efforts to improve TOWN's CRS classification, as directed by TOWN.

The consultant used in prior years is CRS Max and the Town wishes to retain the consultant for year 2024 re-certification. Refer to **Exhibit A to the resolution - "Community Rating System Consultant Services Agreement 2023-24"** for proposed agreement with cost structure.

[Resolution Approving CRS Max Consultants - Community Rating System 2023-24](#)

[Exhibit A - Community Rating System Consultant Services Agreement 2023-24](#)

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH CRS MAX CONSULTANTS, INC. FOR FLOOD INSURANCE COMMUNITY RATING SYSTEM CONSULTANT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) has adopted and applied floodplain management policies that exceed the minimum criteria of the National Flood Insurance Program; and

**WHEREAS**, communities can apply under the Community Rating System Program (“CRS Program”) and if deemed eligible may receive discounts on flood insurance premiums; and

**WHEREAS**, CRS Max Consultants, Inc. (“CRS Max”) specializes in assisting municipalities with CRS Program participation requirements and maximizing municipal efforts to secure an improved classification in the CRS Program (“Services”); and

**WHEREAS**, CRS Max has assisted the Town with CRS Program participation and aided the Town in achieving CRS rating improvements resulting in discounts to flood insurance premiums for the entire Town; and

**WHEREAS**, CRS Max has agreed to provide the Services, pursuant to the Agreement as attached hereto as Exhibit “A” (“Consulting Agreement”); and

**WHEREAS**, the Town desires to enter into the Consulting Agreement with CRS Max, in substantially the form attached hereto as Exhibit “A”, for the Services; and

**WHEREAS**, the Town Commission finds that the Consulting 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. Approval of Consulting Agreement.** The Town Commission hereby approves the Consulting Agreement with CRS Max, in substantially the form attached hereto as Exhibit "A", subject to the final approval by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Authorization.** The Town Manager is authorized to execute the Consulting Agreement, in substantially the form attached hereto as Exhibit "A."

**Section 4. Implementation.** The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Consulting Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 2023.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

---

Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

---

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

**COMMUNITY RATING SYSTEM (CRS) CONTINUING CONSULTANT SERVICES 2023-2024**

This is an Agreement made on \_\_\_\_\_ 2023 (Effective Date), between **THE TOWN OF SURFSIDE**, a political subdivision of the State of Florida, with an address of 9293 Harding Avenue, Surfside, Florida 33154, hereinafter referred to as TOWN, and **CRS MAX CONSULTANTS, INC.**, a Florida corporation, with an address of 3331 N.W. 71 Street, Coconut Creek, Florida 33073, hereinafter referred to as CONSULTANT:

**WITNESSETH**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

**ARTICLE 1**

**SCOPE OF SERVICES**

TOWN intends to utilize CONSULTANT for Community Rating System Continuing Services when duly authorized by TOWN, through this Agreement.

**1.1 CRS CONTINUING CONSULTANT SERVICES**

The following services shall be included in CRS Continuing Consulting Services as requested by the TOWN:

- a. Review current CRS program
- b. Provide answers to questions pertaining to the CRS program
- c. Review Elevation Certificates for correctness
- d. Assist with annual CRS recertification
- e. Interface with ISO/CRS Specialist as required
- f. Assist with efforts to improve TOWN’s CRS classification, as directed by TOWN

**1.2 CONSULTANT’S AND TOWN’S RESPONSIBILITIES**

CONSULTANT shall have responsibility for:

- a. Advising the TOWN of CRS-related responsibilities
- b. Notifying the TOWN of scheduling deadlines in time to meet scheduling requirements
- c. Reviewing the TOWN’S documentation and advising TOWN staff of any required or recommended documentation improvements
- d. Answering CRS-related questions TOWN may have and providing consultation whenever requested
- e. Identifying all CRS requirements for recertifications and working together with staff to complete and submit recertification package

TOWN is responsible to process and maintain all elevation certificates in accordance with State and NFIP requirements. CONSULTANT is not responsible for the CRS score of the County's floodplain management plan. TOWN is ultimately responsible for implementation of the TOWN's CRS program.

## **ARTICLE 2**

### **2.1 NOTICE OF MEETING**

CONSULTANT anticipates providing most services from its offices in Coconut Creek, Florida. However, if onsite visit is requested by TOWN and deemed by CONSULTANT to be advisable, CONSULTANT will visit TOWN. In such a case, CONSULTANT agrees to meet with TOWN at reasonable times and with reasonable notices.

### **2.2 TERM OF AGREEMENT**

This Agreement shall remain in effect twelve months from the Effective Date or date of complete execution of this Agreement by both parties.

### **2.3 COMMENCEMENT OF WORK AND TIME TO COMPLETE**

The Agreement shall take effect upon execution by both parties. The authorized work as described in the Agreement will commence immediately upon receipt of notice to proceed issued by the TOWN. CONSULTANT agrees that time is of the essence and CONSULTANT shall diligently accomplish and complete the Services within the term of this Agreement, unless extended, in writing, by the TOWN Manager and/or his designee.

### **2.4 OWNER FURNISHED SERVICES**

It is understood and agreed that TOWN will furnish:

- a. The reasonable services of its officials and staff to assist CONSULTANT in obtaining background information to perform its duties.
- b. To assist CONSULTANT in the proper and timely performance of its duties, reasonable access to existing records of TOWN, where available, including, but not limited to, previous reports.
- c. To grant to CONSULTANT access to available TOWN records of Repetitive Loss Properties and Insurance Services Office/Community Rating System (ISO/CRS) Specialist.
- d. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development which affects the scope or timing of CONSULTANT'S services or any defect in the work of the CONSULTANT.

## ARTICLE 3

### COMPENSATION AND METHOD OF PAYMENT

#### **3.1 COMPENSATION**

The TOWN agrees to pay CONSULTANT as compensation for its services provided under the terms of this Agreement amounts calculated in accordance with the following schedule:

CRS Continuing Consultant Services	\$ 6,500.00
------------------------------------	-------------

- 3.1.1** There will not be any fees charged to TOWN by CONSULTANT for travel, per diem, or subsistence expenses, or travel time, unless specifically authorized in writing in advance by TOWN.
- 3.1.2** All required copies of documents will be furnished to TOWN at no additional cost.
- 3.1.3** CONSULTANT will work diligently to improve the CRS class rating of TOWN. As an incentive to be successful in its efforts, a bonus of \$5,000 will be invoiced for every class rating improvement achieved.

#### **3.2 METHOD OF BILLING AND PAYMENT**

- 3.2.1** Payment shall be due within 30 days after date of invoice in accordance with the Florida Prompt Payment Act, provided the invoice is accepted for payment. Payment shall be made only for approved invoices. The TOWN retains the right to delay or withhold payment for services, which have not been accepted by the TOWN.
- 3.2.2** Invoices for CRS Continuing Consultant Services shall be submitted on a quarterly basis. Each invoice shall be \$1,625.
- 3.2.3** Invoices for bonus shall be submitted as follows:

Receipt of ISO/CRS Specialist recommendation for class improvement	\$2,500.00
Receipt of NFIP advisement of class improvement	\$2,500.00



## ARTICLE 4

### MISCELLANEOUS PROVISIONS

#### **4.1 BOOKS OF ACCOUNT**

CONSULTANT will maintain books and accounts of all expenses charged to TOWN. Said books shall be available at all reasonable times for examination by TOWN or authorized agent at the corporate office of CONSULTANT.

#### **4.2 INSURANCE**

4.2.1 CONSULTANT shall secure and maintain throughout the duration of this Agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to TOWN, naming the TOWN as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers naming the TOWN as additional insured. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the TOWN as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONSULTANT. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, (unless exempt in accordance with State of Florida provisions) to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONSULTANT shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance (unless exempt in accordance with State of Florida provisions).
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements,

as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

4.2.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the TOWN, reflecting the TOWN as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by TOWN and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to TOWN prior to cancellation, termination, or material alteration of said policies or insurance. The CONSULTANT shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the TOWN. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The TOWN reserves the right to inspect and return a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN.

4.2.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from Services performed by or on behalf of the CONSULTANT in performance of this Agreement. The CONSULTANT'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to the CONSULTANT 's insurance. The CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

4.2.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the TOWN. CONSULTANT shall be

responsible for the payment of any deductible or self-insured retentions in the event of any claim.

4.2.5 The provisions of this section shall survive termination of this Agreement.

#### **4.3 OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.**

4.3.1 CONSULTANT acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the TOWN which are conceived, developed or made by CONSULTANT during the term of this Agreement (“Work Product”) belong to the TOWN. CONSULTANT shall promptly disclose such Work Product to the TOWN and perform all actions reasonably requested by the TOWN (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

4.3.2 CONSULTANT agrees to keep and maintain public records in Consultant’s possession or control in connection with CONSULTANT’S performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

4.3.3 Upon request from the TOWN’S custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4.3.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

4.3.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the TOWN’S information

technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 4.3.6 Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- 4.3.7 CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**Custodian of Records: Sandra McCready, MMC**  
**Mailing address: 9293 Harding Avenue,**  
**Surfside, Florida 33154**  
**Telephone number: 305-861-4863**

**Email : [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)**

**4.4 TERMINATION OR ABANDONMENT**

Either party may terminate this Agreement without cause upon giving thirty (30) days written notice. CONSULTANT will be paid for all work performed prior to termination.

**4.5 SUCCESSORS AND ASSIGNS; ASSIGNMENT**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

**4.6 CONFLICT OF INTEREST**

CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company, or others which might be construed as a conflict of interest with CONSULTANT 's work for the TOWN. The CONSULTANT shall conscientiously avoid a conflict of interest with regard to work for TOWN, but when unavoidable, the CONSULTANT shall forthrightly take the following action:

- a. Disclose in writing to TOWN the full circumstances of possible conflict of interest; and
- b. Assure in writing that the conflict will in no manner influence his judgment or the quality of his services to TOWN; and

CONSULTANT shall promptly inform TOWN of any business association, interest or circumstances, which may be influencing his judgment or the quality of his services to TOWN.

CONSULTANT shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

CONSULTANT shall not solicit or accept gratuities directly or indirectly, from contractors, their agents or other parties dealing with TOWN in connection with work for which it is responsible.

**4.7 NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by nationally recognized courier service or registered United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR TOWN

Hector Gomez, Town Manager  
9293 Harding Avenue  
Surfside, FL 33154

FOR CONSULTANT

Cathy King, President  
CRS Max CONSULTANTS, Inc.  
3331 NW 71<sup>st</sup> Street  
Coconut Creek, Florida 33073

#### **4.8 ALL PRIOR AGREEMENTS SUPERSEDED; AMENDMENTS**

This document incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties applicable to the matters contained herein. The parties agree there are not commitments, agreements or understanding between the parties concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree no deviation from the terms shall be predicated upon any prior representations or agreements between the parties, whether oral or written. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. CONSULTANT represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by CONSULTANT have been duly authorized, and this Agreement is binding on CONSULTANT and enforceable against CONSULTANT in accordance with its terms.

#### **4.9 OBSERVANCE OF LAWS**

CONSULTANT shall keep fully informed of all federal and state laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work or services authorized under the terms of this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations.

#### **4.10 TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit's costs.

#### **4.11 PROHIBITION AGAINST CONTINGENT FEES**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**4.12 SUBCONSULTANTS.**

CONSULTANT shall be responsible for all payments to any Subconsultant and shall maintain responsibility for all work related to the Services. CONSULTANT may only utilize the services of a particular Subconsultant with the prior written approval of the TOWN Manager, which approval shall be in the TOWN Manager's or his/her designee's sole and absolute discretion.

**4.13 INDEPENDENT CONTRACTOR.**

CONSULTANT and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the TOWN with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**4.14 ATTORNEYS FEES AND WAIVER OF JURY TRIAL.**

4.14.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

4.14.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**4.15 WARRANTIES; COMPLIANCE WITH LAWS.**

4.15.1 CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances, and all work under this Agreement shall be CONSULTANT'S original work and will not infringe, misappropriate, or violate any intellectual property or other right of any person or entity. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the CONSULTANT'S deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the CONSULTANT shall at CONSULTANT'S sole expense, immediately correct its Deliverables or Services.

4.15.2 CONSULTANT hereby warrants and represents that at all times during the Term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for TOWN as an independent contractor of the TOWN.

**4.16 GOVERNING LAW AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

**4.17 COUNTERPARTS.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.



**ARTICLE 5**

**EQUAL OPPORTUNITY EMPLOYMENT**

CONSULTANT agrees not to discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, handicapped status or national origin.

**IN WITNESS WHEREOF**, the parties have signed this agreement as of the day and year first above written.

**TOWN:**

**TOWN OF SURFSIDE, a Florida corporation**

By: \_\_\_\_\_  
Hector Gomez, Town Manager

Date Executed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, Town Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Town Attorney

**CONSULTANT:**

**CRS MAX CONSULTANTS, INC., a Florida Corporation**

By: \_\_\_\_\_  
Cathy L. King, President

Date Executed: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 3E.

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

**From:** Sandra N. McCready, Town Clerk

**Date:** December 12, 2023

**Subject:** **Certification of Surfside Special Municipal Elections held November 7, 2023**

---

Town Administration recommends adoption of the Resolution.

The Town of Surfside held its Special Elections on Tuesday, November 7, 2023. The special election consisted of five (5) ballot/referendum questions. Attached is a resolution certifying and declaring the official results of the Special Election.

[Resolution Certifying Results of Special Election November 7, 2023](#)

[Certification.pdf](#)

[Official Election Results.pdf](#)

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTIONS HELD ON NOVEMBER 7, 2023 FOR THE ELECTION OF FIVE REFERENDUM/BALLOT QUESTIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) held a special municipal election on Tuesday, November 7, 2023, for five referendum/ballot questions; and

**WHEREAS**, on August 22, 2023, the Town Commission adopted Resolution No. 2023-3013 (Removing Limitations on Indebtedness for Emergency and/or Infrastructure Projects not Exceeding \$10 million), Resolution No. 2023-3012 (Creating a Procedure for Determination of Required Qualifications and/or Permanent Residency of Commissioners), Resolution No. 2023-3011 (Establishing Four-Year Staggered Terms for Mayor and Commissioners and Selection Method for Vice Mayor), Resolution No. 2023-3014 (Requiring 50% Plus 1 Majority Vote for Mayor and Commissioners and Selection Method for Vice Mayor), and Resolution No. 2023-3015 (Allowing the Town Clerk to File an Appeal with the Personnel Appeals Board), calling for a special election for the purpose of submitting to the electorate the proposed referendum/ballot questions; and

**WHEREAS**, the Miami-Dade County Elections Department has canvassed the returns, has tabulated the ballots of the mail in votes, and has determined the total number of votes at such election for the five referendum/ballot questions as shown by said returns; and

**WHEREAS**, the results of the November 7, 2023 Town Special Municipal Election were certified on November 9, 2023 by the Miami-Dade County Supervisor of Elections, Christina White, attached as Exhibit A” hereto; and

**WHEREAS**, the Town Commission hereby certifies the election results of the November 7, 2023 Town Special Municipal Election.

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

**Section 1. Recitals Adopted.** The above and foregoing recitals are true and correct and are hereby adopted and incorporated herein.

**Section 2. Certification of Special Election.** The Town Commission finds, declares and certifies the results of the Special Municipal Election held on November 7, 2023 for the five referendum/ballot questions pursuant to the Certification of the Official Results for the referendums listed herein attached hereto as Exhibit “A”.

It is hereby certified and declared that pursuant to the votes cast in the Special Municipal Election held on November 7, 2023, the following results on the referendum/ballot questions are declared and certified:

Referendum No. 1 - Removing Limitations on Indebtedness for Emergency and/or Infrastructure Projects not Exceeding \$10 million

Yes	450
No	954

Referendum No. 2 - Creating a Procedure for Determination of Required Qualifications and/or Permanent Residency of Commissioners

Yes	576
No	827

Referendum No. 3 - Establishing Four-Year Staggered Terms for Mayor and Commissioners and Selection Method for Vice Mayor

Yes	441
No	958

Referendum No. 4 – Requiring 50% Plus 1 Majority Vote for Mayor and Commissioners and Selection Method for Vice Mayor

Yes	927
No	473

Referendum No. 5 - Allowing the Town Clerk to File an Appeal with the Personnel Appeals Board

Yes            738  
No             645

**Section 3. Implementation.** The Town Clerk is hereby authorized and directed to take all action necessary and perform all incidental duties in connection herewith as required by law.

**PASSED and ADOPTED** on this 12<sup>th</sup> day of December, 2023.

Motion by \_\_\_\_\_,

Second by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Fred Landsman            \_\_\_\_\_  
Commissioner Marianne Meisheid        \_\_\_\_\_  
Commissioner Nelly Velasquez          \_\_\_\_\_  
Vice Mayor Jeff Rose                      \_\_\_\_\_  
Mayor Shlomo Danzinger                  \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra N. McCready, MMC, Town Clerk

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

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



## CERTIFICATION


STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Christina White, Supervisor of Elections for Miami-Dade County, Florida, do hereby certify that the attached is a true and correct copy of the Official Results for the municipal office(s) and/or referendum(s) listed below in the **Surfside Special Election** conducted on November 7, 2023:

- **Removing Limitations on Indebtedness for Emergency and/or Infrastructure Projects Not Exceeding \$10 Million Dollars**
- **Creating a Procedure for Determination of Required Qualifications and/or Permanent Residency of Commissioners**
- **Establishing Four-Year Staggered Terms for Mayor and Commissioners and Selection Method for Vice Mayor**
- **Requiring 50% Plus 1 Majority Vote for Mayor and Providing for Run-Off Election**
- **Allowing the Town Clerk to File an Appeal with the Personnel Appeals Board**

WITNESS MY HAND AND  
OFFICIAL SEAL, AT MIAMI,  
MIAMI-DADE COUNTY, FLORIDA,  
ON THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2023



Christina White  
Supervisor of Elections  
Miami-Dade County

Enclosure

Run Date:11/09/23 05:39 PM

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	TOTAL VOTES	%	ED	VBM	EV
PRECINCTS COUNTED (OF 1)	1	100.00			
REGISTERED VOTERS - TOTAL	3,473				
BALLOTS CAST - TOTAL	1,404		1,023	381	0
BALLOTS CAST - BLANK	0		0	0	0
VOTER TURNOUT - TOTAL		40.43			
VOTER TURNOUT - BLANK					
Surfside Remove Limit on Indebt Emerg/Infra (VOTE FOR) 1					
Yes	450	32.05	344	106	0
No.	954	67.95	679	275	0
Total	1,404		1,023	381	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0
Surfside Determine Qual/Perm Residency Comm (VOTE FOR) 1					
Yes	576	41.05	427	149	0
No.	827	58.95	596	231	0
Total	1,403		1,023	380	0
Over Votes	1		0	1	0
Under Votes	0		0	0	0
Surfside Terms Mayor/Comm and Vice Mayor (VOTE FOR) 1					
Yes	441	31.52	359	82	0
No.	958	68.48	662	296	0
Total	1,399		1,021	378	0
Over Votes	1		0	1	0
Under Votes	4		2	2	0
Surfside Majority Vote Mayor/RunOff Elec (VOTE FOR) 1					
Yes	927	66.21	649	278	0
No.	473	33.79	372	101	0
Total	1,400		1,021	379	0
Over Votes	1		0	1	0
Under Votes	3		2	1	0
Surfside Town Clerk Appeal Personnel Board (VOTE FOR) 1					
Yes	738	53.36	545	193	0
No.	645	46.64	467	178	0
Total	1,383		1,012	371	0
Over Votes	2		0	2	0
Under Votes	19		11	8	0

*[Handwritten Signature]*  
11/9/2023

*[Handwritten Signature]*  
11/9/2023

Run Date:11/09/23 05:39 PM

Report EL30A Page 0090-01

0090 PRECINCT 009.0

	TOTAL VOTES	%	ED	VBM	EV
REGISTERED VOTERS - TOTAL . . . . .	3,473				
BALLOTS CAST - TOTAL. . . . .	1,404		1,023	381	0
BALLOTS CAST - BLANK. . . . .	0		0	0	0
VOTER TURNOUT - TOTAL . . . . .		40.43			
VOTER TURNOUT - BLANK . . . . .					

Surfside Remove Limit on Indebt Emerg/Infra  
 (VOTE FOR) 1

Yes . . . . .	450	32.05	344	106	0
No. . . . .	954	67.95	679	275	0
Total . . . . .	1,404		1,023	381	0
Over Votes . . . . .	0		0	0	0
Under Votes . . . . .	0		0	0	0

Surfside Determine Qual/Perm Residency Comm  
 (VOTE FOR) 1

Yes . . . . .	576	41.05	427	149	0
No. . . . .	827	58.95	596	231	0
Total . . . . .	1,403		1,023	380	0
Over Votes . . . . .	1		0	1	0
Under Votes . . . . .	0		0	0	0

Surfside Terms Mayor/Comm and Vice Mayor  
 (VOTE FOR) 1

Yes . . . . .	441	31.52	359	82	0
No. . . . .	958	68.48	662	296	0
Total . . . . .	1,399		1,021	378	0
Over Votes . . . . .	1		0	1	0
Under Votes . . . . .	4		2	2	0

Surfside Majority Vote Mayor/RunOff Elec  
 (VOTE FOR) 1

Yes . . . . .	927	66.21	649	278	0
No. . . . .	473	33.79	372	101	0
Total . . . . .	1,400		1,021	379	0
Over Votes . . . . .	1		0	1	0
Under Votes . . . . .	3		2	1	0

Surfside Town Clerk Appeal Personnel Board  
 (VOTE FOR) 1

Yes . . . . .	738	53.36	545	193	0
No. . . . .	645	46.64	467	178	0
Total . . . . .	1,383		1,012	371	0
Over Votes . . . . .	2		0	2	0
Under Votes . . . . .	19		11	8	0





## MEMORANDUM

ITEM NO. 3F.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Hector Gomez, Town Manager  
**Date:** December 12, 2023  
**Subject:** **FY 2024 Budget Amendment Resolution No. 2**

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Town Administration recommends approval of Budget Amendment Resolution Number 2

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 \$50,000 of current year reserves for a transfer to the Capital Projects Fund for the 96<sup>th</sup> Street Park Reconstruction project for an FPL off-site electrical infrastructure change order.

### **CAPITAL PROJECTS FUND (Attachment A)**

The Capital Projects Fund is being amended to:

1. Record grant funding of \$250,000 from Miami Dade County for the Champlain Towers South (CTS) Memorial Park and appropriate those funds for the design cost of the park;
2. Record a transfer of \$50,000 from the General Fund and appropriate those funds for the 96<sup>th</sup> Street Park Reconstruction project for an FPL off-site electrical infrastructure change order;
3. Re-appropriate \$7,840,717 of fund balance to carryover capital project balances funded in prior years for the following:
  - a. Dune Resiliency & Beautification (\$5,500)
  - b. Utilities Undergrounding (\$6,659,034)
  - c. Downtown Walkability Improvements (\$498,883)
  - d. 91st Street - Surfside Blvd. Improvements (\$677,300)

### **FLEET MANAGEMENT FUND (Attachment A)**

The Fleet Management Fund is being amended to:

1. Re-appropriate \$244,126 of fund balance to carryforward funding for the purchase of five Public Safety replacement vehicles which were not purchased in the prior fiscal year due to supply constraints, and to appropriate those funds for the purchase of five vehicles in FY 2024.



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 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 \$50,000 current year reserves for a transfer to the Capital Projects Fund for the 96<sup>th</sup> Street Park Reconstruction project for an FPL off-site electrical infrastructure change order, as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Capital Project Fund is being amended to (1) record grant funding of \$250,000 from Miami Dade County for the Champlain Towers South (CTS) Memorial Park and appropriate those funds for the design cost of the park; (2) Record a transfer of \$50,000 from the General Fund and appropriate those funds for the 96<sup>th</sup> Street Park Reconstruction project for an FPL off-site electrical infrastructure change order; (3) Re-appropriate \$7,840,717 of fund balance to carryover capital project balances funded in prior years for the following: Dune Resiliency & Beautification (\$5,500); Utilities Undergrounding (\$6,659,034); Downtown Walkability Improvements (\$498,883); 91<sup>st</sup> Street - Surfside Blvd. Improvements (\$677,300), as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Fleet Management Fund is being amended to re-appropriate \$244,126 of fund balance to carryforward funding for the purchase of five Public Safety

replacement vehicles which were not purchased in the prior fiscal year due to supply constraints, and to appropriate those funds for the purchase of five vehicles in FY 2024, 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. 2.** 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** this \_\_\_ day of December, 2023.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_

Mayor Shlomo Danzinger

\_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

**TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A**

Fiscal Year            2023/2024  
 BA No.                 2  
 Fund Nos.            001 General Fund  
                              301 Capital Projects Fund  
                              501 Fleet Management Fund

12/12/2023

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>EXPENDITURES</b>						
001-7900-590-99-10	Return to Reserves	Transfer to Capital Improvement Projects Fund	\$ 1,864,858		\$ 50,000	\$ 1,814,858
001-7900-581-91-30	Transfers Out-Capital Projects Fund	for 96th Street Park project additional needs	\$ 2,335,450	\$ 50,000		\$ 2,385,450
	<b>GENERAL FUND EXPENDITURES</b>			<b>\$ 50,000</b>	<b>\$ 50,000</b>	

<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-590-332-90-10	County Grant - MDC (CTS Memorial Park)	Record grant funding from Miami Dade County for CTS Memorial Park design	\$ -	\$ 250,000		\$ 250,000
301-590-381-01-00	Transfers In-General Fund	Transfer from General Fund for 96th Street Park Project	\$ 2,335,450	\$ 50,000		\$ 2,385,450
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover for capital project balances funded in prior years	\$ -	\$ 7,840,717		\$ 7,840,717
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$ 8,140,717</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>						
301-4400-539-63-10	CTS Memorial Park	Appropriate funds for CTS Memorial Park design	\$ -	\$ 250,000		\$ 250,000
301-4400-572-63-80	96th Street Park Reconstruction	Change Order FPL for off-site electrical infrastructure	\$ 423,000	\$ 50,000		\$ 473,000
301-4400-539-63-30	Dune Resiliency & Beautification	Reappropriate fund balance - carryover project balance	\$ -	\$ 5,500		\$ 5,500
301-4400-539-63-50	Utilities Undergrounding	Reappropriate fund balance -carryover project balance	\$ -	\$ 6,659,034		\$ 6,659,034
301-4400-541-63-84	Downtown Walkability Improvements	Reappropriate fund balance - carryover project balance	\$ -	\$ 498,883		\$ 498,883
301-4400-541-63-90	91st Street - Surfside Blvd Improvements	Reappropriate fund balance -carryover project balance	\$ -	\$ 677,300		\$ 677,300
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$ 8,140,717</b>	<b>\$ -</b>	

<b>FLEET MANAGEMENT FUND</b>						
<b>REVENUES</b>						
501-539-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryforward for Public Safety vehicles (5) funded in prior year	\$ -	\$ 244,126		\$ 244,126
<b>TOTAL</b>	<b>FLEET MANAGEMENT FUND REVENUES</b>			<b>\$ 244,126</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>						
501-5000-539-64-10	Capital Outlay - Machinery & Equipment	Appropriate funds for the purchase of Public Safety vehicles (5) deferred to FY 2024 due to supply constraints	\$ 370,736	\$ 244,126		\$ 614,862
<b>TOTAL</b>	<b>FLEET MANAGEMENT FUND EXPENDITURES</b>			<b>\$ 244,126</b>	<b>\$ -</b>	



## MEMORANDUM

ITEM NO. 3G.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Hector Gomez, Town Manager  
**Date:** December 12, 2023  
**Subject:** **FPL Power Service for 96th Street Park**

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Town administration is seeking to issue a change order to Lunacon Construction for MSBI Broadband Services, sub-contractor, to install off-site electrical infrastructure on Bay Drive for Electrical services affiliated with 96th Street Park Construction. The total for work is \$33,470.58 which includes Lunacon Construction affiliated fees. Refer to **Exhibit A - COR 09 Directional Boring**. Town is requesting in addition to the scope of work an additional \$16,529.42 in the event of any unforeseen due to off-site roadway conditions for a total request of \$50,000.00.

The Town of Surfside is entering the final stages of the 96th Street Park construction project. This stage of the project involves energizing the facility with a higher amount of electricity load than the previous park due to the additional usage and requirements. For example, the elevator will require three-phase power to the facility. As a result, the Town has worked with FPL to design a three-phase plan to bring electricity to the park. The work will occur off-site from 95th and Bay Drive to 96th Street and Bay Drive. The project involves open trenches and directional drilling of electrical lines.

The scope of services was not bought out with the 96th Street Park construction as FPL approved plans were not ready. The Town obtained a total of three quotes for the scope of work, and they are provided as follows:

- **Attachment A** - MSBI Broadband Services estimate
- **Attachment B** - Streamline Voice & Data estimate
- **Attachment C** - Electrical Services Miami estimate

The Town discussed with the lowest bidder the price and determined to be the lowest and responsible bidder. In order to manage the vendor more effectively and in conjunct with other project activities, the Town will seek to retain MSBI Broadband Services as a sub-contractor under Lunacon construction for the services. The Town will need to pay overhead and profit for the general contractor as well as management services for the vendor.



Unforeseen conditions can be encountered when working in the roadway. For example, a conflict may exist in the street that may require additional conduit or an open trench. Additionally, asphalt and permanent restoration extents can increase due to the area disturbed.

[Attachment A - MBSI Broadband Services estimate](#)

[Attachment B - Streamline Voice & Data estimate](#)

[Attachment C - Electrical Service Miami estimate](#)

[Resolution Approving Change Order to Lunacon Contract -FPL Electrical Service to 96 St Park](#)

[Exhibit A - COR 09 Directional Boring.pdf](#)





**Streamline Voice & Data Inc.**  
 2045 Biscayne Blvd #313  
 Miami, FL 33137  
 (305) 577-8800  
 billing@streamlinevoice.com  
 www.streamlinevoice.com

**ADDRESS**

Town of Surfside  
 9293 Harding Avenue  
 Surfside, FL 33154

**SHIP TO**

Town of Surfside  
 9293 Harding Avenue  
 Surfside, FL 33154

**ESTIMATE #** 200656

**DATE** 11/12/2023

<b>Directional Bore</b>	700	80.00	56,000.00T
Underground boring for installation of (2) 6" conduits			
<b>Directional Bore</b>	5	850.00	4,250.00T
Traffic control, Lane closure, Sidewalk closure, Flagging			
<b>Directional Bore</b>	1	1,200.00	1,200.00T
GPRS - Ground Penetrating Radar Scanning			

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SUBTOTAL	61,450.00
TAX	0.00
<b>TOTAL</b>	<b>\$61,450.00</b>

Accepted By

Accepted Date

**Electrical Service in Miami**  
 14760 SW 176th ST  
 Miami, FL 33187 US  
 +1 3059728461  
 info@electricalserviceinmiami.com



# Estimate

**ADDRESS**

Gladys Artunedo  
 Lunacon Construction Group,  
 Inc  
 16890 South Dixie Hwy  
 Palmetto Bay, Florida 33157

**ESTIMATE # 1468**

**DATE 11/13/2023**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/13/2023	<b>Change and Extra work</b>	Provide 2 runs of 610 Directional Drilling with 5" HDPE conduit	2	56,500.00	113,000.00
	<b>Materials and miscellaneous</b>	1,220ft 5" HDPE conduit	1	53,000.00	53,000.00
	<b>Installations</b>	Mobilization, Inspection & Coordination	1	10,000.00	10,000.00

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SUBTOTAL	176,000.00
TAX	0.00
<b>TOTAL</b>	<b>\$176,000.00</b>

Accepted By

Accepted Date

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CHANGE ORDER REQUEST NO. 9 PROVIDING FOR AN INCREASE IN THE CONTRACT PRICE FOR FPL ELECTRICAL SERVICE TO 96<sup>TH</sup> STREET PARK, 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 ORDER 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 96<sup>th</sup> Street Park Project (the “Project”) pursuant to RFP No. 2022-05 and awarding the Contractor a contract for construction of the Project (the “Contract”); and

**WHEREAS**, Change Order Request No. 9 attached hereto as Exhibit “A,” is for the Contractor to engage MSBI Broadband Services as a subcontractor to install off-site infrastructure for FPL/electrical service to the Project, resulting in an increase to the Contract Price of \$33,470.58 with a not to exceed amount of \$50,000 (“CO No. 9”); and

**WHEREAS**, the change order will result in an increase in the Contract Price in the amount of \$33,470.58 with a not to exceed the amount of \$50,000; and

**WHEREAS**, it is expected that working off-site in roadways may encounter unforeseen conditions; and

**WHEREAS**, the Town is requesting as a contingency for unforeseen conditions in the amount of \$16,529.42, for a total expenditure approval of \$50,000 in order to mitigate; and

**WHEREAS**, the Town Commission desires to approve CO No. 9 for the Project, attached hereto as Exhibit “A”; and

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

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

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

**Section 2. Approval of Change Order Request; Authorization.** The Town Commission hereby approves CO No. 9 in the amount of \$33,470.58, with a contingency in the amount of \$16,529.42, for a total expenditure approval of \$50,000, as set forth in Exhibit "A" attached hereto, subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 3. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the change order to the Contract, and the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this \_\_\_\_ day of December, 2023.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeff Rose	_____
Mayor Shlomo Danzinger	_____

\_\_\_\_\_  
Shlomo Danzinger, Mayor

Attest:

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

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



# CHANGE ORDER REQUEST

DATE: November 30, 2023

COR 009

PROJECT: **Surfside 96th St. Park**

TO: Ricardo Escobar  
Town of Surfside  
9293 Harding Ave.  
Surfside, FL 33154

RE: **COR #09 - Proposed Directional Boring**

**JUSTIFICATION**

1. Proposed additional cost for directional bore requested along Bay Dr between 96th St and the south side of 95th St across the street of the riser pole

**SCOPE OF WORK**

This COR includes the following items:

1. Lunacon Cost Estimate Breakdown
2. Vendor's Proposals
3. Correspondence

*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*  
The cost for this additional work is as follows:

**Extended General Conditions**

(see attached documents)

**LABOR**

(see attached documents)

**MATERIALS & SUPPLIES**

(see attached documents)

**EQUIPMENT**

(see attached documents)

		<b>TOTALS</b>
<b>Self Performed Work</b>		
<b>Overhead and Profit</b>	\$	-
<b>Subtotal:</b>	\$	-
		\$ -
<b>Materials</b>		
<b>Overhead and Profit (10%)</b>	\$	-
<b>Subtotal:</b>	\$	-
		\$ -
<b>Self Performed Work</b>		
<b>Overhead and Profit (10%)</b>	\$	-
<b>Subtotal:</b>	\$	-
		\$ -
<b>Subtotal</b>		\$ 30,000.00
<b>Overhead and Profit (10%)</b>		\$ 3,000.00
<b>Sub Total:</b>		<b>\$ 33,000.00</b>

**Subtotal (Labor+Equipment+Material+Subcontract)**

**\$ 33,000.00**

**Additional Costs:**

Payment & Performance Bond:  
GL Insurance

Rate
0.576%
0.85%

\$	190.08
\$	280.50

TOTAL OF THIS COR

ADD  DEDUCT

**\$ 33,470.58**

The Contract Time will be revised to reflect:

ADD  DEDUCT

**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  
Name

President  
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





Surfside 96th Street Park - MBSI Quote for the directional bore at Bay Dr. Surfside.

Ricardo Escobar <rescobar@ardurra.com>

Wed 22/11/2023 9:01 AM

To: Emilio Criado <ECriado@lunaconcorp.com>

Cc: Patricia Bonilla <PBonilla@lunaconcorp.com>; Angelin Bautista <abautista@lunaconcorp.com>; Patrick Pantillano <ppantillano@lunaconcorp.com>; Paola Davalos <padavalos@300engineering.com>; Jhonny J Montano Baez <jjmontano@300engineering.com>; Hector Gomez <hgomez@townofsurfsidefl.gov>; Randy Stokes <rstokes@townofsurfsidefl.gov>; Tim Milian <tmilian@townofsurfsidefl.gov>; Adrian Hernandez <ahernandez@townofsurfsidefl.gov>; Rafael Murrieta <mbsi.rafael@gmail.com>; Juan Carlos Seife <JSeife@lunaconcorp.com>

1 attachments (124 KB)

LQ23001.pdf;

Emilio,

Please see attached quote from MBSI to complete the South-North horizontal directional drilling for the 3PH power for the park. The quote is for labor and equipment only, as FPL is providing the materials. MBSI's contact information is below.

The Town will pick up the materials from FPL and store them at the park for MBSI to use. The Town will also complete the East-West runs from the transformer pole located South of 95<sup>th</sup> Street and to the new transformer pad at the park's footprint. Please coordinate the Town's involvement with the Public Works Director, Randy Stokes.

Please provide us with a change order request immediately to include this subcontractor so that **they can complete the work next week**. Please make sure that the Sunshine 811 service is coordinated.

If you have any questions, please advise.

Thank you,



**Ricardo Escobar, PE, CGC**  
 Client Services Manager / Sr. Engineer  
 O: 786.761.1924 | M: 305.305.1643  
 8600 NW 17<sup>th</sup> Street, Suite 200, Doral, Florida 33126  
[REscobar@ardurra.com](mailto:REscobar@ardurra.com) | [www.ardurra.com](http://www.ardurra.com)




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**From:** Rafael Murrieta <mbsi.rafael@gmail.com>  
**Sent:** Tuesday, November 21, 2023 3:11 PM  
**To:** Ricardo Escobar <rescobar@ardurra.com>  
**Subject:** MBSI Quote for the directional bore at Bay Dr. Surfside.

Hi Ricardo,

This is the MBSI quote for the directional bore requested along Bay Dr between 96th St and the south side of 95th St across the street of the riser pole. I have to add as a comment for your consideration that the directional bore will have to be completed in two sections, once the total distance is higher than the drill reach. That means we will have to excavate and set up the drill in front of some properties by the middle of the span, so we will have to get the approval of the homeowner even if we will be working in the public easement.

Thanks for your confidence.



Rafael Murrieta  
305-970-4277



## MEMORANDUM

ITEM NO. 3H.

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

**From:** Hector Gomez, Town Manager

**Date:** December 12, 2023

**Subject:** **Maintenance Agreement with Florida Department of Transportation (FDOT) for Custom Sidewalks Improvements within the Town**

---

Town Administration is recommending approval of the agreement.

The Town intends to undertake beautification projects, specifically sidewalks improvements within the Business District as part of the Downtown Walkability Project. The Florida Department of Transportation (FDOT) has jurisdiction over Harding Avenue, Collins Avenue, and 96th Street within the limits of Town. In order to perform any work on these state roads, the Town must enter into individual Master Maintenance Memorandum of Agreement with FDOT. However, in order to facilitate and expedite this process, the Town can enter into a Master Maintenance Memorandum of Agreement (MMOA) with FDOT for each project the Town would like to undertake.

The main benefit of a MMOA is the fact that it allows the Town to implement its beautification vision via permits, grants or FDOT Projects, without the need for individual MMOAs for all those projects. Once this MMOA (**Exhibit A** - "MMOA Surfside) gets approved, each future project will require a one-page Amendment that is typically executed within few days.

[Resolution Approving Master Maintenance Agreement with FDOT - Beautification projects State Roads](#)

[Exhibit A - MMOA Surfside](#)

RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MASTER MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR BEAUTIFICATION AND SIDEWALK IMPROVEMENT PROJECTS ON STATE ROADS AND RIGHTS-OF-WAY WITHIN THE TOWN; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) desires to enter into a Master Maintenance Memorandum of Agreement (“Master Agreement”) with the Florida Department of Transportation (“FDOT”) for beautification and improvement projects on State roads and rights-of-way, including irrigation, bonded aggregate surfaces, decorative pavers, decorative sidewalks, decorative crosswalks and channel gutters (collectively, the “Projects”); and

**WHEREAS**, the Town intends to undertake beautification projects, specifically sidewalk improvements, within the Business District, as part of the Town’s walkability project;

**WHEREAS**, the Town desires to enter into the Master Agreement with FDOT, in substantially the form attached hereto as Exhibit “A”, for the purpose of performing the Projects via permits and grants; and

**WHEREAS**, the Town Commission finds that the Master 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. Approval of Master Agreement.** The Town Commission hereby approves the Master Agreement with FDOT, in substantially the form attached hereto as Exhibit “A”, subject to the final approval by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Authorization to Execute Master Agreement, Amendments.** The Town Manager is authorized to execute the Master Agreement, in substantially the form attached hereto as Exhibit “A,” and any amendments thereto for specific projects and permits.

**Section 4. Implementation.** The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Master Agreement, and any amendments thereto, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 2023.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

---

Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

---

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

**FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE, IRRIGATION, BONDED AGGREGATE SURFACES  
DECORATIVE PAVERS, DECORATIVE SIDEWALKS  
DECORATIVE CROSSWALKS & CHANNEL GUTTERS  
MASTER MAINTENANCE MEMORANDUM OF AGREEMENT  
WITH THE  
TOWN OF SURFSIDE**

This **AGREEMENT**, entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **TOWN OF SURFSIDE**, a municipal corporation of the State of Florida, hereinafter called the **TOWN**, and collectively referred to as the **PARTIES**.

**RECITALS:**

- A. The **DEPARTMENT** has jurisdiction over the following **State Roads: SR-A1A (Collins Avenue - Northbound), SR-A1A (Harding Avenue - Southbound) and SR-922 (96<sup>th</sup> Street)** within the limits of the **TOWN**; and
- B. The **TOWN** has taken, and intends to undertake, beautification projects (for purposes of this **AGREEMENT**, the "Projects"), which includes existing and future improvements on or within the State Road(s) and/or adjacent State right of way (for purposes of this **AGREEMENT**, collectively referred to as the "**PROJECT LIMITS**", as described in Exhibit "A"); and
- C. The beautification Projects within the **PROJECT LIMITS** may have been, or may be installed via Permits, **DEPARTMENT** projects, or **DEPARTMENT** Grants issued to the **TOWN**; and
- D. The proposed **TOWN** beautification Project improvements may generally include existing and future landscape, irrigation, bonded aggregate surfaces, decorative pavers, decorative sidewalks, decorative crosswalks and channel gutters, on the State Roads and/or adjacent State right of way; and
- E. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement (MMOA) and existing Permits previously executed between the **DEPARTMENT** and the **TOWN**; and

- F. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the existing and future landscape, irrigation, bonded aggregate surfaces, decorative pavers, decorative sidewalks, decorative crosswalks and channel gutters installed pursuant to the Project; and
- G. The **TOWN**, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, attached hereto as Exhibit "B", which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

**NOW, THEREFORE**, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

**1. RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

**2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to any existing and future landscape, irrigation, bonded aggregate surfaces, decorative pavers, decorative sidewalks, decorative crosswalks and channel gutters (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS**.

This assignment of maintenance responsibilities shall include all currently existing **IMPROVEMENTS** within the **PROJECT LIMITS**, including those installed prior to the execution of this **AGREEMENT**, but excludes maintenance responsibilities which may be addressed under a separate agreement between the **TOWN** and the **DEPARTMENT**. The maintenance responsibilities assigned hereunder shall also include any future **IMPROVEMENTS** within the **PROJECT LIMITS**, to be incorporated into this **AGREEMENT** by a supplemental agreement between the parties, in the form attached hereto as **Exhibit "C"**, to be executed by the authorized signatories of this MMOA, or their designees.

Additionally, it is understood and agreed that the installation of any **IMPROVEMENTS** within the **PROJECT LIMITS** shall require the approval of the **DEPARTMENT** through a duly issued Permit.



### **3. TOWN'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **TOWN** shall be responsible for the maintenance of the same. The **TOWN** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **TOWN** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **TOWN** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **TOWN's** maintenance obligations shall include but not be limited to:

#### **3.1 General Requirements:**

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.2 through 3.7.
- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

### 3.2 Landscape:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.
- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.
- j. Removing and disposing of litter from the **Project Limits** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

- k. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT'S** Right-of-Way.
- l. Damages to the sidewalk caused by the landscaping and silva cells shall be made by the **TOWN**. Replace the silva cells according to the manufacturer's recommendations. Replace sidewalk above the silva cells, including any damaged sidewalk adjacent to the silva cells by saw-cutting along the existing joints. New joints will not be allowed.
- m. The **TOWN** shall conduct annual condition surveys of the sidewalk slabs/flags over and adjacent to the silva cell tree root system for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the silva cells.
- n. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.2.a through 3.2.m.

### **3.3 Bonded Aggregate Surfaces (Addapave and alike):**

- a. Performing routine and regular inspections of the bonded aggregate surfaces including their perimeter concrete edges (the "interface") to ensure that the surface is fully functional; identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged bonded aggregate surfaces and the interface to ensure surfaces are maintained in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.
- b. The **TOWN** shall conduct annual condition surveys of the bonded aggregate surfaces for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the bonded aggregate. Ensure and document in this survey that the surface friction of the bonded aggregate surface meets or exceeds the surface friction of the existing concrete sidewalk areas.
- c. Gaps within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface between the bonded aggregate surfaces and the adjacent concrete

sidewalk(s) shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.

- d. Differential settlement within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.
- e. When remedial action is required in accordance with the above requirements, the **TOWN** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.

### **3.4 Decorative Pavers:**

- a. Sweep the decorative pavers periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- b. The **TOWN** shall conduct annual condition surveys of the decorative pavers, including their perimeter concrete edges for gaps, settlement, drop-offs, and other deficiencies for the life of the decorative pavers.
- c. Performing routine and regular inspections of the decorative pavers, including their perimeter concrete edges to ensure that the surface is American with Disabilities Act (ADA) compliant.
- d. Gaps within the decorative pavers shall not exceed a quarter (1/4) of an inch.
- e. Differential settlement within the decorative pavers shall not exceed a quarter (0.25) of an inch in depth.
- f. Undertaking the maintenance and repair (when needed) of decorative pavers, including their perimeter concrete edges.

- g. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of the decorative pavers, the product authorized installer should be contacted.
- h. When remedial action is required in accordance with the above requirements, the **TOWN** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

### 3.4 Decorative Sidewalks

- a. Decorative sidewalks included in this **AGREEMENT** include pavers, bricks, specialty colors, and special designed sidewalks.
- b. Performing routine and regular inspections of the decorative sidewalks. Identify damages on the surfaces. Repair and/or replace damaged decorative sidewalks to ensure surfaces are maintained in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.
- c. The **TOWN** shall conduct annual condition surveys of the decorative sidewalks for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the decorative sidewalks.
- d. Gaps within the decorative sidewalks shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the decorative sidewalks and the adjacent standard concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the decorative sidewalks.
- e. Differential settlement within the decorative sidewalks shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the decorative sidewalks and the adjacent standard concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the decorative sidewalks.

- f. When remedial action is required in accordance with the above requirements, the **TOWN** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.
- g. Paint, repair and/or replace damaged concrete slabs/flags shall be in kind (texture, geometry, color, strength, etc.) and in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

### 3.5 Decorative Crosswalk (Patterned Pavement):

- a. Within sixty (60) days of project acceptance by the **DEPARTMENT**, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements) or a Dynamic Friction Tester in accordance with ASTM E1911. FM5-592 can be accessed at the following link:

<http://materials.dot.state.fl.us/smo/administration/resources/library/publications/fstm/Methods/fm5-592.pdf>

- b. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the **DEPARTMENT** determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- c. Approximately one (1) year after project acceptance and every two (2) years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with ASTM E274 or ASTM E1911. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).

- d. The results of all friction tests shall be sent to the District's Warranty Coordinator with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
- e. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the **DEPARTMENT** determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL or replaced with conventional pavement.
- f. When remedial action is required in accordance with the above requirements, the **TOWN** shall complete all necessary repairs at its own expense within ninety (90) days of the date when the deficiency was identified. No more than two (2) full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- g. The **DEPARTMENT** will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.
- h. Should the **TOWN** fail to satisfactorily perform any required remedial work in accordance with this **AGREEMENT**, the **DEPARTMENT** reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the **TOWN** for this cost.

### 3.6 Channel Gutters:

- a. Maintain the proposed channel gutters (trench drain systems) operating as originally designed. Clean and desilt the trench and adjacent curbs on both sides so water does not accumulate on top of the sidewalk and on the curb, as debris and other materials can accumulate throughout the life of the system. Fix all damaged drainage systems to ensure the channel gutters operate as designed.

- b. Perform routine and regular inspection of the channel gutters to assure that the systems are fully functional. Identifying, repairing, and replacing all damaged, broken, or malfunctioning components.
- c. Gaps at the interface (perimeter) between the channel gutters and the adjacent areas shall not exceed a quarter (1/4) of an inch.
- d. Differential settlement at the interface (perimeter) between the channel gutters and the adjacent areas shall not exceed a quarter (1/4) of an inch in depth.
- e. When remedial action is required in accordance with the above requirements, the **TOWN** at its own expense shall complete all necessary repairs within twenty (20) days of the date the deficiency is identified.

### **3.7 Future Improvements:**

The **TOWN** will be required to obtain a permit from the **DEPARTMENT** for any future modifications and improvements within the **PROJECT LIMITS**.

The **TOWN** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the landscape, decorative pavers and aggregate pavement to ensure that the **TOWN** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **TOWN** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **TOWN** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

## **4. MAINTENANCE DEFICIENCIES**

If at any time it shall come to the attention of the **DEPARTMENT** that the **TOWN's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this



**AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **TOWN MANAGER**, to notify the **TOWN** of the maintenance deficiencies. From the date of receipt of the notice, the **TOWN** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof and invoice the **TOWN** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **TOWN** the reasonable cost of such removal.

## **5. NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111 Avenue, Room 6205  
Miami, Florida 33172-5800  
Attn: District Maintenance Engineer

**To the TOWN:** Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154  
Attention: Town Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## **6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS**

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT'S** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts **IMPROVEMENTS**, the **TOWN'S** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.
- b. In the event that the **DEPARTMENT** is required to replace the **IMPROVEMENTS** at any time as part of maintenance activities, a roadway project, or related construction activities, the **DEPARTMENT** shall replace the same with a standard feature. As a result, the **TOWN'S** maintenance obligations under this **AGREEMENT** for that particular feature, only at those locations where they were modified to a standard feature, shall terminate. However, the **TOWN** may, with the approval of the **DEPARTMENT**, upgrade the standard feature(s) at its sole cost and expense with the understanding that the **TOWN** shall assume all maintenance obligations for the upgraded sidewalk, enter into a new maintenance agreement, or an amendment to this Agreement.

## **7. TERMINATION**

In addition to the provisions of Section 6(b) hereunder, this **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **TOWN** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **TOWN** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **TOWN** pertinent to this **AGREEMENT** unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), of the Florida Statutes.

- c. If mutually agreed to by both parties, upon thirty (30) days written advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

Prior to termination of the **AGREEMENT** under this Section, the **TOWN** shall, at its sole cost and expense, remove all the **IMPROVEMENTS** and restore the areas to standard features, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**, and shall further any remaining **IMPROVEMENTS**, and restore the area to the same or similar condition as existed prior to the installment of the **IMPROVEMENTS**, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**.

## **8. TERMS**

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

- b. E-Verify

The **TOWN/Contractors** or **Vendors** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (**Executive Order Number 2011-02**)

The **TOWN** shall insert the above clause into any contract entered into by the **TOWN** with vendors or contractors hired by the **TOWN** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT'S** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## 9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **TOWN** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **TOWN'S** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **TOWN**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **TOWN** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the **DEPARTMENT**.

The **TOWN'S** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT'S** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **TOWN'S** receipt of the **DEPARTMENT'S** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT'S** failure to notify the **TOWN** of a claim shall not release the **TOWN** of the above duty to defend and indemnify the **DEPARTMENT**.

The **TOWN** shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **TOWN'S** evaluation of liability or its inability to evaluate liability shall not excuse the **TOWN'S** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is

exhausted, specifically finding the **DEPARTMENT** was solely negligent, shall excuse performance of this provision by the **TOWN**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**TOWN OF SURFSIDE:**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
Town Manager

**BY:** \_\_\_\_\_  
District Director of  
Transportation Operations

**ATTEST:** \_\_\_\_\_ (SEAL)  
Town Clerk

**ATTEST:** \_\_\_\_\_  
Executive Secretary

**LEGAL REVIEW:**

**BY:** \_\_\_\_\_  
Town Attorney

**BY:** \_\_\_\_\_  
District Chief Counsel

# ***EXHIBIT "A"***

## **PROJECT LIMITS**

Below are the limits of the **IMPROVEMENTS** to be maintained by the **TOWN** under this **AGREEMENT**.

**State Road Number:** SR-A1A (Collins Avenue - Northbound)  
SR-A1A (Harding Avenue - Southbound)  
SR-922 (96<sup>th</sup> Street)

**County:** Miami-Dade



***EXHIBIT "B"***

**TOWN OF SURFSIDE RESOLUTION**

To be herein incorporated once ratified by the **TOWN** Board of Commissioners.

**EXHIBIT "C"**  
**SUPPLEMENTAL AGREEMENT TO THE**  
**FLORIDA DEPARTMENT OF TRANSPORTATION**  
**LANDSCAPE, IRRIGATION, BONDED AGGREGATE SURFACES**  
**DECORATIVE PAVERS, DECORATIVE SIDEWALKS**  
**DECORATIVE CROSSWALKS & CHANNEL GUTTERS**  
**MASTER MAINTENANCE MEMORANDUM OF AGREEMENT**  
**WITH THE**  
**TOWN OF SURFSIDE**

This Supplemental Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between the Florida Department of Transportation ("Department") and the Town of Surfside ("TOWN").

In accordance with the provisions of the Master Maintenance Memorandum Agreement ("MMOA") for existing and future landscape, irrigation, bonded aggregate surfaces, decorative pavers, decorative sidewalks, decorative crosswalks and channel gutters (the "Improvements") between the parties, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties enter into this Supplemental Agreement for purposes of incorporating the following Improvements, pursuant to FDOT Permit/Project/Grant No. \_\_\_\_\_, within the State right of way described in such Permit/Project/Grant, copy attached hereto and incorporated herein by reference.

By their signature below, the parties hereby acknowledge that FDOT/Project/Grant No. \_\_\_\_\_ for Improvements on SR\_\_\_\_, within the limits described in said Permit/Project/Grant, is hereby incorporated into the MMOA, and the TOWN shall comply with all maintenance obligations thereunder and the parties further agree to abide by all provisions thereunder.

**TOWN OF SURFSIDE:**

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 31.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Mayor Shlomo Danzinger  
**Date:** December 12, 2023  
**Subject:** **Recognition of Service for Former Surfside Elected Officials**

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For the Commission to approve a ceremonial Key to the Town to be presented to former Surfside elected officials who have served a minimum of 3 consecutive terms in office.

Being an elected official is commonly referred to as a thankless job. I would like to change that notion. In the spirit of appreciation, I would like to recognize the dedication and commitment of those who have served our Town for 3 consecutive terms or more by presenting these former elected officials with a Key to the Town and a proclamation.

The following individuals have served our Town as elected officials for 3 or more consecutive terms:

<b>Name</b>	<b>Dates of Service</b>	<b>Years of Service</b>	<b>Consecutive Terms</b>
Mitchell Kinzer	1978-1982; 1984-1992; 1994-1996; 1998-2000	16	4; 2
Paul Novak	1992 - 2004	12	6
Daniel Dietch	2010 - 2020	10	5
Michael Karukin	2010 - 2020	10	5
Eli Tourgeman	1986 - 1992; 2014 - 2016	8	3
Tina Paul	2016 - 2022	6	3
Marta Olchyk	2010 - 2016	6	3
Barry Cohen	2014 - 2020	6	3





# 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: 11/27/2023

Name of Requestor: Mayor Shlomo Danzinger

Organization: Town of Surfside

Address: 9293 Harding Ave., Surfside FL 33154

Phone / E-Mail: sdanzinger@townofsurfsidefl.gov

Name of Individual / Organization to be honored:  
See agenda item

Title for Proclamation or Certificate:  
\_\_\_\_\_

Date of Recognition: January 2024

Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):  
Appreciation of Service

Document is to be:

- Presented at a Commission Meeting in January / 2024 (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: \_\_\_\_\_



## MEMORANDUM

ITEM NO. 4B1.

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

**From:** Hector Gomez, Town Manager

**Date:** December 12, 2023

**Subject:** **Update Town Code Section 70-41 and 70-42 to Increase Local Business Taxes as Allowed by State Statute**

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Town administration is recommending the Town Commission to increase local business taxes by up to 5%, which is the permissible amount under state statute.

The current local business tax schedule is found in the Town code under section 70-41 and 70-42. Business taxes are collected from all types of business from contractors to restaurants.

Florida State Statute 205.0535 - Reclassification and rate structure revisions allow for:

- *(4) After the conditions specified in subsections (2) and (3) are met, municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. However, an increase must be enacted by at least a majority plus one vote of the governing body.*

Prior to this first reading, the Town last adjusted local business tax rates on August 11, 1998, when a committee composed of businesses evaluated the rate structure. Prior to that, the Town had not modified the rates for 31 years. The consensus in 1998, per recordings, was that the rates were "extremely reasonable" for the time. Updating local business tax rates is imperative for Town operations. The state statute allows for an increase of up to 5% every other year. The Town is behind in updating these rates and is seeking an increase of up to 5% as recommended by the Finance Department, see Attachment A - Local Business Tax Fees Revised.

[Ordinance Amending Sec. 70-41 Local Business Tax Rates](#)

[Attachment A - Schedule of Fees](#)

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 70-41 “LOCAL BUSINESS TAX SCHEDULE” AND SECTION 70-42 “BUSINESS NOT NAMED IN SCHEDULE” TO INCREASE LOCAL BUSINESS TAX RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities with the authority to exercise any power for municipal  
3 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such  
4 authority; and

5       **WHEREAS**, the Town Commission of the Town of Surfside (the “Town”) finds it  
6 periodically necessary to amend its Code of Ordinances (“Code”) in order to update  
7 regulations and procedures to maintain consistency with state law, to implement municipal  
8 goals and objectives, to clarify regulations and address specific issues and needs that may  
9 arise; and

10       **WHEREAS**, the Town’s current local business tax schedule and rates are found in  
11 Sections 70-41 and 70-42 of the Town Code, providing for local business taxes and fees  
12 for all types of businesses, professions and occupations within the Town; and

13       **WHEREAS**, Section 205.0535(4), Florida Statutes - Reclassification and rate  
14 structure revisions – provides that “After the conditions specified in subsections (2) and  
15 (3) are met, municipalities and counties may, every other year thereafter, increase or  
16 decrease by ordinance the rates of business taxes by up to 5 percent. However, an  
17 increase must be enacted by at least a majority plus one vote of the governing body”; and

18       **WHEREAS**, the Town last adjusted local business tax rates on August 11, 1998,  
19 when a committee composed of businesses evaluated the rate structure, and, prior to that,  
20 the Town had not modified the rates for 31 years; and

21





54 the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be  
55 renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be  
56 changed to "Section" or other appropriate word.

57  
58 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of  
59 ordinances or resolutions in conflict herewith are hereby repealed.

60  
61 **Section 6. Effective Date.** This ordinance shall become effective upon adoption  
62 on second reading.

63  
64 **PASSED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

65 **PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_,  
66 2023.

67  
68 **First Reading:**  
69 Motion by: \_\_\_\_\_  
70 Second by: \_\_\_\_\_  
71

72 **Second Reading:**  
73 Motion by: \_\_\_\_\_  
74 Second by: \_\_\_\_\_  
75

76 **FINAL VOTE ON ADOPTION**  
77  
78 Commissioner Fred Landsman \_\_\_\_\_  
79 Commissioner Marianne Meisheid \_\_\_\_\_  
80 Commissioner Nelly Velasquez \_\_\_\_\_  
81 Vice Mayor Jeff Rose \_\_\_\_\_  
82 Mayor Shlomo Danzinger \_\_\_\_\_  
83

84  
85  
86 \_\_\_\_\_  
87 Shlomo Danzinger, Mayor

88 **ATTEST:**  
89  
90 \_\_\_\_\_  
91 Sandra N. McCready, MMC  
92 Town Clerk  
93

94 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**  
95 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**  
96  
97

98 \_\_\_\_\_  
99 Weiss Serota Helfman Cole & Bierman, P.L.  
100 Town Attorney

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ATTACHMENT "A"

Sec. 70-41. Local business tax schedule.

There hereby are levied and imposed local business taxes for the privilege of engaging in or managing any business, profession or occupation within the town; the rates for such tax to be no greater than those as indicated herein.

A

*Agent, bureau, broker, operator or dealers* of all kinds including commercial, loans, banks, claims, transportation, insurance, manufacturer, or any other kind or class of occupation or business handled, etc., for each class of business, unless covered elsewhere in this article.

(1) For each individual connected broker.....~~\$100.00~~ 105.00

(2) For each individual connected salesman.....~~\$50.00~~ 52.00

*Alcoholic beverage vendor or liquor store* (for consumption off premises) .....~~\$300.00~~ 315.00

*Apartment buildings, per room*.....~~\$2.00~~ 2.35

Minimum.....~~\$25.00~~ 26.00

*Apparel shop*.....~~\$125.00~~ 131.00

*Antiques shop*.....~~\$125.00~~ 131.00

*Auto mechanic repairs and/or services shop*.....~~\$100.00~~ 105.00

B

*Bakery goods, market (retail) or department, within the meaning of this subsection, shall be construed as any place of business where bakery goods are sold at retail*.....~~\$135.00~~ 141.00

*Bar* (as defined in section 6-1) .....~~\$500~~ 525.00

*Barbershops*.....~~\$150.00~~ 157.00

*Beach furniture operation*.....~~\$500.00~~ 525.00

*Beauty parlors, hairdressing, facial massage, manicuring, etc., each shop*.....~~\$150.00~~ 157.00

*Beer and wine:*

(1) For consumption off premises.....~~\$150.00~~ 157.00

(2) For consumption on premises.....~~\$50.00~~ 52.00

C

*Cabanas, each*.....~~\$25.00~~ 26.00

---

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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*Cabaret*, as defined in section 6-1 (in addition to all other licenses) .....~~\$750.00~~ 787.00

*Catering services*.....~~\$125.00~~ 131.00

*Club*, as defined in section 6-1.....~~\$375.00~~ 393.00

*Coin/card operated machines* (except gaming, drinking cup):

- (1) Laundromat, in addition to other licenses.....~~\$99.00~~ 103.00
- (2) Master license of laundry equipment.....~~\$50.00~~ 52.00
- (3) Coin-operated laundry equipment, each.....~~\$5.00~~ 5.25
- (4) Service dispensing machines:
  - a. Inside building, each.....~~\$25.00~~ 26.00
  - b. Outside building, but on premises, each.....~~\$150.00~~ 157.00
- (5) Merchandise dispensing machines (per machine) .....~~\$25.00~~ 26.00
- (6) Amusement machines:
  - a. As primary business (per location) .....~~\$500.00~~ 525.00
  - b. As ancillary business (per location) .....~~\$300.00~~ 315.00
  - c. Amusement machine, each.....~~\$35.00~~ 36.00
  - d. Amusement (music boxes or similar, per machine) .....~~\$35.00~~ 36.00
- (7) Postage Stamp machine (per machine) .....~~\$25.00~~ 26.00
- (8) Coin or card operated telephone equipment:
  - a. Inside building, each.....~~\$5.00~~ 5.25
  - b. Outside building but on premises, each.....~~\$250.00~~ 262.00
- (9) Automatic teller machine (per machine) .....~~\$175.00~~ 183.00

It shall be and hereby is declared to be a violation of the provisions hereof for any owner or manager of a business or a multiple-family building or other property in the town to permit an unlicensed coin-operated machine on the premises of such business or multiple-family building or other property in the town.

Contractors:

- (1) General building.....~~\$250.00~~ 262.00
- (2) Sub-general contractor.....~~\$200.00~~ 210.00
- (3) Sub-building contractor.....~~\$150.00~~ 157.00

D

Dentists.....~~\$150.00~~ 157.00

Doctors, physicians, etc.....~~\$150.00~~ 157.00

Driving school offices.....~~\$500.00~~ 525.00

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Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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E

Electrical neon:

- (1) Signs.....~~\$330.00~~ 346.00
- (2) Ornamentation.....~~\$330.00~~ 346.00

F

Financial institutions and each branch thereof:

- (1) Banks and trust companies.....~~\$350.00~~ 367.00
- (2) Saving and loan associations.....~~\$350.00~~ 367.00
- (3) Money lenders except banks.....~~\$350.00~~ 367.00
- (4) Mortgage loan company.....~~\$350.00~~ 367.00
- (5) Personal finance company.....~~\$350.00~~ 367.00

*Fish market*.....~~\$75.00~~ 78.00

*Food sales retail*. All items will be totaled in their inventory assessment:

- (1) For the first \$1,000.00 in inventory.....~~\$45.00~~ 47.00
- (2) Inventory over \$1,000.00 but less than \$5,000.00.....~~\$70.00~~ 73.00
- (3) Inventory over \$5,000.00 but less than \$10,000.00.....~~\$150.00~~ 157.00
- (4) Inventory over \$10,000.00 but less than \$20,000.00.....~~\$180.00~~ 189.00
- (5) Inventory over \$20,000.00 but less than \$50,000.00.....~~\$225.00~~ 236.00
- (6) Inventory over \$50,000.00 but less than \$100,000.00.....~~\$400.00~~ 420.00
- (7) Inventory over \$100,000.00, each additional \$1,000.00.....~~\$2.00~~ 2.10

*Fruits and vegetables*, market or departments, within the meaning of this subsection, shall be construed as any place of business where undried fruits and vegetables are sold at retail.....~~\$45.00~~ 47.00

G

*Gasoline filling stations*, retail:

- (1) 1 to 20 employees.....~~\$168.00~~ 176.00
- (2) 21 or more employees.....~~\$225.00~~ 236.00

H

*Health product store*.....~~\$150.00~~ 157.00

*Hotels/motels*, per room.....~~\$5.50~~ 5.75

Minimum.....~~\$45.00~~ 47.00

I

*Insurance companies or agency office*.....~~\$110.00~~ 115.00

Insurance Adjuster each.....~~\$50.00~~ 52.00

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Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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Insurance agents each.....~~\$50.00~~ 52.00

Income tax office.....~~\$100.00~~ 105.00

Income Tax Preparer each.....~~\$50.00~~ 52.00

J

Jewelry, Brokers.....~~\$225.00~~ 236.00

Jewelers:

(1) For the first \$1,000.00 in inventory.....~~\$45.00~~ 47.00

(2) Inventory over \$1,000.00 but less than \$5,000.00.....~~\$70.00~~ 73.00

(3) Inventory over \$5,000.00 but less than \$10,000.00.....~~\$150.00~~ 157.00

(4) Inventory over \$10,000.00 but less than \$20,000.00.....~~\$180.00~~ 189.00

(5) Inventory over \$20,000.00 but less than \$50,000.00.....~~\$225.00~~ 236.00

(6) Inventory over \$50,000.00 but less than \$100,000.00.....~~\$400.00~~ 420.00

(7) Inventory over \$100,000.00, each additional \$1,000.00.....~~\$2.00~~ 2.10

L

Language schools.....~~\$150.00~~ 157.00

Lawn maintenance:

(1) 1 to 5 employees.....~~\$25.00~~ 26.00

(2) 6 to 10 employees.....~~\$45.00~~ 47.00

(3) 11 or more employees.....~~\$100.00~~ 105.00

M

Meat, markets or departments, within the meaning of this subsection, shall be construed as any place of business where fresh meats, poultry or processed meats not in cans are sold at retail.....~~\$45.00~~ 47.00

Merchants, all persons engaged in the business of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's local business tax, (in addition to all licenses) .....~~\$45.00~~ 47.00

N

Nightclub or supper club, as defined in section 6-1, (in addition to all other licenses) .....~~\$950.00~~ 997.00

P

Professional licenses, each individual all types (except as otherwise herein specifically provided) .....~~\$45.00~~ 47.00

Professional offices, each association/corp./Firm all types (except as otherwise herein specifically provided) .....~~\$150.00~~ 157.00

Pharmacy.....~~\$150.00~~ 157.00

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Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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R

Real estate brokerage offices, each.....~~\$150.00~~ 157.00

- (1) Each broker connected therewith.....~~\$100.00~~ 105.00
- (2) Each salesperson connected therewith.....~~\$50.00~~ 52.00

Restaurants, soda fountains or other establishments serving food on premises (operated separately or in conjunction with other licensed business). Chairs or stools, each to count as one seat:

- (1) No chairs.....~~\$45.00~~ 47.00
- (2) 0 to 50 seats.....~~\$125.00~~ 131.00
- (3) 51 to 150 seats.....~~\$250.00~~ 262.00
- (4) 151 or more seats.....~~\$330.00~~ 346.00

S

Service agency. All persons, firms or corporations, except as otherwise herein specifically provided, engaged in the business of providing to others for a fee, services of any kind (dry cleaning, interior decorators, etc.):

- (1) 1 to 5 employees.....~~\$100.00~~ 105.00
- (2) 6 to 10 employees.....~~\$175.00~~ 183.00
- (3) 11 or more employees.....~~\$225.00~~ 236.00

Shoe repair.....~~\$45.00~~ 47.00

Shoe shop.....~~\$125.00~~ 131.00

Solarium.....~~\$99.00~~ 103.00

Stockbrokers and security company/agency:

- (1) Full-service office, each.....~~\$250.00~~ 262.00  
Each broker/salesperson connected therewith.....\$100.00 105.00
- (2) Discount office, each.....~~\$150.00~~ 157.00  
Each broker/salesperson connected therewith.....~~\$50.00~~ 52.00

Take-out food service:

- (1) Operated separately.....~~\$125.00~~ 131.00
- (2) Operated in conjunction with other licenses.....\$45.00 47.00

Taxicab license, per company.....~~\$150.00~~ 157.00

- (1) Taxicabs and other vehicles, each. ....~~\$50.00~~ 52.00

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Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

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Sec. 70-42. Business not named in schedule.

- (a) A town local business tax, in the amount of ~~\$150.00~~ 157.00 for general business/office uses, is hereby levied and imposed upon all businesses operating within the Town of Surfside which are not specifically named or enumerated by this article until such time as they are specifically named or enumerated.
- (b) Every person, firm or corporation that maintains an office in the Town of Surfside for the purpose of administration of his or its own business or investment shall pay a town local business tax of ~~\$50.00~~ 52.00.

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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.





## MEMORANDUM

ITEM NO. 4B2.

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

**From:** Hector Gomez, Town Manager

**Date:** December 12, 2023

**Subject:** **Ordinance Amending Chapter 54 - Offenses and Miscellaneous Provisions**

The City of Miami Beach recently fortified the safety and well-being of its residents and visitors by amending Chapter 70 of the City Code, specifically Article II titled "Public Places," under Section 70-45, which now prohibits camping.

The Town Commission should consider adopting the attached ordinance enacting regulations to oversee and restrict specific activities or conduct in public areas that obstruct access, jeopardize safety or sanitation, or infringe upon the public's rights to freely utilize these spaces for their intended purposes. This is essential for safeguarding the health, safety, and well-being of both Town residents, visitors and the public.

It has become necessary to regulate or prohibit certain activities or conduct in public places and property. Maintaining a safe, orderly, and sanitary environment in pedestrian and public places, and preserving the character of public places, is essential to promote and preserve the health, safety, and welfare of all Surfside residents, visitors and the general public.

### **Sleeping/camping on the beach or public property.**

Public property and places, including parks and the beach, are the greatest asset of the Town, and are to be shared and used for the benefit, health, and welfare of all and intended for recreational purposes for residents, visitors and the general. Legislation should be enacted that would promote legitimate governmental interests and prohibit overnight sleeping and/or camping on public places, parks and the beach, and for the preservation of public and natural places in safe, clean and pristine condition.

The rational and goals of the ordinance are set forth in attached ordinances, as well as protections for those individual who may be involuntarily homeless and may require housing and other assistance.

[Ordinance Amending Chapter 54-Offenses and Miscellaneous Provisions](#)

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 54, "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE III, "OFFENSES INVOLVING PUBLIC PEACE AND ORDER," BY ADDING SECTION 54-67 ENTITLED "CAMPING PROHIBITED"; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

**WHEREAS**, the Town Commission of the Town of Surfside ("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, occupants, visitors and the general public; and

**WHEREAS**, the Town Commission finds that public property, including, but not limited to, public sidewalks, streets, alleyways, parks, beaches, beach access areas, walkways, pathways, garages, buildings, promenades, and pedestrian shopping areas should be readily accessible and available for use by residents, visitors and the public at large for their safe enjoyment; and

**WHEREAS**, the use of public areas by individuals for camping interferes with the rights of residents, visitors and the public to freely use public spaces for the purposes for which they were intended; and

**WHEREAS**, on October 18, 2023, the City of Miami Beach adopted an ordinance (codified in Section 70-45 of the City's Code) amending its existing prohibition on camping to ensure that the prohibition and enforcement measures contained therein complied with the constitutional requirements for such ordinances as set forth in *Joel v. City of Orlando*, 232 F.3D 1353 (11th Cir. 2000); and

**WHEREAS**, at a regular meeting of the Town Commission held on November 14, 2023, the Town Commission directed the Town Attorney to present an ordinance amending the Town Code to prohibit camping on public property, similar to the City of Miami Beach's ordinance; and

**WHEREAS**, Chapter 54, Article III, of the Code protects the health, safety, and welfare of Town residents, visitors and the general public by prohibiting offenses involving public peace and order; and

**WHEREAS**, the Town Commission desires to protect and preserve the health, safety, and welfare of its residents, visitors, business/retail owners and patrons and the general public, by adding Section 54-67 to the Town Code prohibiting camping (which conduct is specifically identified and defined herein) in public places; and

**WHEREAS**, the Town Commission finds that prohibiting camping in public places in the Town furthers the legitimate governmental interest in protecting the public health, safety and welfare of all persons within the Town; and

**WHEREAS**, prohibiting camping in public places in the Town furthers the legitimate governmental interest in maintaining clean order and sanitation in public areas; and

**WHEREAS**, prohibiting camping in public places in the Town furthers the legitimate governmental interest in protecting the aesthetic nature of these areas, and preserves the character and value of these areas and surrounding properties; and

**WHEREAS**, the proposed ordinance would further the legitimate governmental interests identified above; and

**WHEREAS**, prohibiting camping in public places in the Town furthers other legitimate governmental interests that have been recognized by the state and federal courts; and

**WHEREAS**, the proposed ordinance identifies and defines the prohibited conduct of “camping” so as to provide clear direction and avoid arbitrary enforcement by law and code enforcement personnel; and

**WHEREAS**, this amendment to the Town Code’s existing offenses involving public peace and order prohibition ensures that the prohibition and enforcement measures contained herein comply with constitutional requirements for such ordinances as set forth by the United States Court of Appeals for the Eleventh Circuit in Joel v. City of Orlando, 232 F.3d 1353 (11th Cir. 2000); and

**WHEREAS**, the Town Commission finds that amending Chapter 54 of the Town’s Code in order to prohibit camping in public places in the Town as set forth herein is a legitimate governmental purpose in the best interest of the public health, safety and welfare of the Town, its residents, visitors, business/retail owners and patrons and the general public.

**NOW, THEREFORE, BE IT DULY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

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

**Section 2. Town Code Amended.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended by adding Section 54-67, to Chapter 54, "Offenses and Miscellaneous Provisions", as follows:

Chapter 54 – Offenses and Miscellaneous Provisions

\* \* \*

Article III. – Offenses Involving Public Peace and Order

\* \* \*

Division 1. – Generally

\* \* \*

**Sec. 54-67. Camping prohibited; Indicia of Camping.**

1. For the purposes of this section, "camping" is defined as:
  - a. Sleeping or otherwise being in a temporary shelter out-of-doors;
  - b. Sleeping out-of-doors; and/or
  - c. Cooking over an open flame or fire out-of-doors.
2. Camping is prohibited on all public property, except as may be specifically authorized by the Town Manager or appropriate governmental authority.
3. Indicia of camping. Local court rulings have held that in order to "camp", the suspect must do more than simply fall asleep on public property. There must be some indication of actual camping. One or more of the following should exist before an arrest under this section is appropriate:
  - a. the property must be public property, including public rights-of way, pedestrian walkways, parks and public beaches;
  - b. the suspect is inside a tent or sleeping bag, or the suspect is asleep atop and/or covered by materials (i.e. bedroll, cardboard, newspapers), or inside some form of temporary shelter (except that an individual on a public beach during operational hours shall not be charged under this ordinance unless

the officer identifies evidence that the beach is being used as a living space rather than for its intended purpose);

- c. the suspect has built a campfire; or
  - d. the suspect is asleep and when awakened volunteers that he has no other place to live. If a law enforcement officer or other authorized official encounters a person engaged in camping who volunteers that he or she has no home or other permanent shelter, he or she must be given an opportunity to voluntarily enter a homeless shelter or similar facility within Miami-Dade County, if available to that person, or to accept other available government assistance for which the person is eligible that would result in housing, including, but not limited to, mutually consensual reunification with family or friends in any location, or consensual placement in any other appropriate facility that provides housing within Miami-Dade County. If no homeless shelter or other facility, or government assistance, that would result in immediate housing, is available for which the person is eligible, an arrest may not be made.
  - e. Upon arrest, evidence of camping (sleeping bags, bedroll, cardboard, newspapers, etc.), should not be destroyed, but should be seized and placed in Property and Evidence. Other personal property of the defendant, which is not evidence, should be taken to the appropriate Miami-Dade County jail with the defendant.
3. Violations of this section may be enforced as provided in section 1-8 of this Code or as otherwise provided by law. Any law enforcement officer or other authorized official of the Town is authorized to enforce this section. As provided in Section 162.22, Florida Statutes, a person violating the provisions of this municipal ordinance, upon conviction, may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a term of imprisonment not to exceed 60 days.

\* \* \*

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4. Codification.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be

renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

**Section 6. Effective Date.** This ordinance shall become effective upon adoption on second reading.

**PASSED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

**PASSED** and **ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeff Rose	_____
Mayor Shlomo Danzinger	_____

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra 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:** December 12, 2023

**Subject:** **On-Demand Transit Services Through FREEBEE Ride Share**

---

Town Administration is recommending proceeding to contracting with FREEBEE for on-demand transit transportation services funded through CITT funds for a total not to exceed \$131,760 per year with typical services occurring 7 days a week for a total of 70 hours per week at a rate of \$36.20 per hour for a total of an initial term running from the Effective Date through April 25, 2025 (concurrent with the term on the City of Sunrise Contract), with two (2) additional one (1) year renewal periods.

Currently, Citizen' Independent Transportation Trust (CITT) funding is used to operate a shuttle service within a 5-mile radius of the Town of Surfside in order to provide last mile services to Miami-Dade County residents. As part of the fiscal year 2024 approved budget, the Town Commission approved to proceed to adopt as a program modification the use of on-demand transit services through FREEBEE, a ride share company providing approved CITT services within the County.

Town Administration recommends the discontinuation of the current shuttle service providing last mile service and implementing an on-demand transit service through Freebee in its place. Currently, there is not enough CITT funding to operate both services. The recommendation is to commence with one on-demand 6 passenger electric vehicle commencing within the first half of the fiscal year and the addition of a second vehicle commencing the second half of the fiscal year. The Town of Surfside is seeking to establish a mobile-based, on-demand transportation service. The proposed on-demand transportation service will replace the existing shuttle service and consists of one (1) six (6) passenger electric vehicle operating in the area designated in the image below during designated hours, and possibly an additional vehicle of same make and model within the same fiscal year.

The Town held a public hearing on November 14, 2023, in regards to the proposed program changes. Refer to **Attachment A** - "Proof of Advertisement." In order to implement the program immediately, the Town is proposing to adopt via piggyback method the current Freebee contract with the City of Sunrise with an additional discount for the Town. Refer to **Exhibit A** to the Cover Agreement with the Town. Freebee has provided the Town a proposal

for effective rates at a lesser cost than those of the City of Sunrise. The Town is seeking to contract with those proposed rates. Refer **Exhibit B** to the Cover Agreement with the Town.

[Attachment A - Proof of Advertisement](#)

[Resolution Approving Freebee On Demand Transit Services](#)

[Exhibit A & B - Cover Agreement - FreeBee On Demand Services](#)



## 19 people from China and 3 from Ecuador arrive in Keys migrant landing

BY ANNE HANCOCK  
anneh@fla.com

Nineteen people from China and three from Ecuador arrived in the Florida Keys in what federal officials called a human-smuggling incident.

The migrants came ashore in Key Largo shortly before 2 a.m. Monday, according to Monroe County Sheriff's Office, and were taken to a processing center in Key Largo. The Florida Highway Patrol, which said its troopers helped U.S. Border Patrol

agents catch the arrivals, said the incident happened near mile marker 109.

"It would seem the migrants arrived on County Road 109, also known as C-109 or Federal Road, which runs along a long, narrow peninsula and land north of the business and residential area of Key Largo," he said.

Agents with Homestead Sheriff's Office are investigating the landing and declined to provide details. A law-enforcement source said the peo-

### THE FLORIDA HIGHWAY PATROL SAID ITS TROOPERS HELPED U.S. BORDER PATROL AGENTS CATCH THE ARRIVALS NEAR MILE MARKER 109.

ple were dropped off from a boat that has not been found.

The highway patrol said its troopers were called to the area "at the request of U.S. Border Patrol to set up a secure perimeter and to assist in the apprehension of the suspects."

There is a much a highway number of FHP troopers assigned to the Keys that normal because of an executive order that Gov. Ron DeSantis issued in January in reaction to a surge in maritime migration, mostly from Cuba and Haiti.

The order, which has been extended several times, sent troopers, state fish and wildlife police, Florida Department of Law Enforcement agents and Florida National Guard troops to the island keys.

The influx in police and Guard troops, combined with stepped-up Coast Guard and other federal agency patrols of the Keys, worked to significantly reduce landings from their peak during the Christmas season. But migrant boats and smugglers are still getting through.

On Sunday, Border Patrol agents said they took into custody three people who landed in Islamorada in the Keys on a small homemade wooden boat with "14 Florida" (The Arrow) painted on the hull.

Homestead Sheriff's Office investigators are asking agents with information about Monday's landing to call the agency's tip line at 888-547-2473.

Daniel Goodbar  
JFK-023/ATL  
dgoodbar@fla.com

FROM PAGE 8A

## HIALEAH

approval of four council members, the lawsuit states.

Later, the lawsuit states, then-litigator City Attorney Elin S. Jernstedt-Yuker told Calvo that he could not request that as soon as he was added to the agenda of a council meeting "because it was not discussed with the mayor in advance."

A implementing a policy that prohibits council members, including Calvo, from speaking at any departmental head or city employee without going through the mayor.

According to a memorandum from the mayor's office dated Sept. 1, 2022, "any request of a member of our council to any city department head or administrator for an interview with an event or situation, including one without a meeting, must be requested in writing to the Office of the Mayor."

Calvo's lawsuit asks for a judge to order the mayor's policies invalid and issue a permanent injunction to block them.

"The goal of this lawsuit is to create govern-

ment transparency for residents and councilors and other politicians in the future," Calvo said.

The mayor, who learned of the lawsuit on Tuesday during a break in a City Council session, told of News Herald he had "no comment" on the complaint.

"I am not going to play the political game," said Bone, who acts as Hialeah's strong mayor, overseeing the government's day-to-day operations.

Hialeah City Attorney Rafael Rivera also declined to comment.

One of Calvo's lawyers, Britton Quintero, told of News Herald that the mayor, the city attorney and the city clerk are wrongly interpreting the city's code by preventing or limiting the councilman from carrying out investigations, preventing issues on the agenda and meeting with Hialeah's managers.

"Calvo has provided information and documents in the past. We don't understand why the city changes now. The code review public records without paying or hiding confidential information. What we want is to have access to that information," Quintero



Hialeah Mayor Elin S. Jernstedt-Yuker (left) and Councilman Bryan Calvo (right) during a council meeting Tuesday. Bone said he had no comment about Calvo's lawsuit against him. (An not going to play the political game.)

The councilman's representative wanted that for a government to work there must be different people investigating. "The Hialeah code is not written in a way in which the rules of the game can be changed at will. The system has protections, that is why the Sunshine law exists in Chapter 218 on access to public information," she argued.

### CITY HALL DRAMA

The lawsuit is the latest confrontation between Calvo and Bone, both of

whom were elected in 2021. They have clashed publicly over various issues, including the creation of a redevelopment agency, the budget and increasing water service fees.

In a statement sent Wednesday to all News Herald by the mayor's press officer, Gina Romero, she said "the facts speak for themselves, the Mayor will not comment and the will prove that this is a cheap political act."

The lawsuit follows another legal complaint

involving Hialeah politicians.

This year, former Mayor Carlos Hernandez was sued by relatives of Councilman José Turndir over a 2019 suit on his behalf, Brian Cabana. According to the lawsuit, the raid occurred because Turndir decided to sue for relief without Hernandez's approval.

Now in Calvo's lawsuit the first time a mayor and councilman have faced off in court over the disclosure of power.

In the 1970s, Mayor Dale G. Bennett sued a group of councilmembers as the Franchises Five. The litigation was not legislation that Bennett believed had improperly curtailed his powers, according to stories published at the time by the Miami Herald.

One of the councilmen, Raul Martinez, who would go on to become Hialeah's mayor, said the councilmembers also sued Calvo's case, José Smith, a special investigator for the city of North Miami, warned after reaching the Hialeah code that "Councilman Calvo should be allowed to have the ability to place items in the agenda. The mayor does not have the author-

ity to prohibit it, particularly if the Council finds that it is reasonable and serves a legislative public purpose."

"I suggest someone could potentially sue the Council from governing," said Smith, who previously was a Miami Beach city commissioner Turndir decided to sue for relief without Hernandez's approval.

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**TOWN OF SURFSIDE  
PUBLIC HEARING NOTICE**

**TOWN OF SURFSIDE ON-DEMAND TRANSPORTATION SERVICE**  
TUESDAY, NOVEMBER 14, 2023 AT 6:00 P.M.

Town Hall  
8282 Harding Avenue, Surfside, FL

The Town of Surfside is seeking to establish a mobile-based, on-demand transportation service. The proposed on-demand transportation service will replace the existing shuttle service, and consists of a fleet of 10 passenger electric vehicles operating in the area throughout the on-demand hours during designated hours, and providing an additional vehicle of same make and model within the same fiscal year. The proposed on-demand transportation service has an anticipated start date of March, 2024.

We are seeking public input on the proposed on-demand transportation service at a public hearing held on the date and time listed above. Tuesday, November 14, 2023 at Town Hall (Commencement Chamber), 8282 Harding Avenue, Surfside, FL 33154.

If you have comments or concerns regarding the proposed on-demand transportation service, please contact Mike Mancini, Chief of Staff, at (305) 953-1152 or [mikemancini@townofsurfside.com](mailto:mikemancini@townofsurfside.com).



**TOWN OF SURFSIDE  
AVISO DE AUDIENCIA PUBLICA**

**PERIODO DE SURFSIDE. SERVICIO DE TRANSPORTE A DEMANDA**  
MARTES 14 DE NOVIEMBRE DEL 2023 A LAS 6:00 P.M.

Apartamiento  
8282 Harding Avenue, Surfside, FL 33154

El Municipio de Surfside desea establecer un servicio de transporte público que utilice flota de vehículos eléctricos. El servicio de transporte consistirá de un (1) vehículo eléctrico con capacidad de seis (6) pasajeros con componentes de una flota de vehículos eléctricos de seis (6) vehículos eléctricos que serán designados para una flota de vehículos eléctricos en el área durante las horas designadas durante el año fiscal, y proporcionando un vehículo adicional de la misma marca y modelo dentro del mismo año fiscal. Este programa reemplazará el programa de autobús de tránsito, conocido como "Shuttle". Estamos buscando comentarios y preocupaciones sobre el servicio de transporte propuesto en una audiencia pública que se llevará a cabo en el Apartamiento del Municipio de Surfside a las 6:00 pm el martes, 14 de noviembre del 2023.

Si tiene comentarios o inquietudes con respecto al servicio de transporte a demanda propuesto, comuníquese con Mike Mancini, jefe de Personal a (305) 953-1152 o [mikemancini@townofsurfside.com](mailto:mikemancini@townofsurfside.com).



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND TRANSPORTATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF SUNRISE STANDARD CONTRACT NO. C 21-04-05-MS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) desires to obtain mobile application-based, on-demand transit services (the “Services”) for the benefit of the Town’s residents and visitors; and

**WHEREAS**, the City of Sunrise has entered into Standard Contract No. C 21-04-05-MS (the “Sunrise Contract”) with BeeFree LLC d/b/a FreeBee (the “Contractor”) for the provision of the Services pursuant to Request for Proposals (RFP) No. 21-04-05-MS; and

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

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit “A,” utilizing the terms and conditions of the Sunrise Contract (the “Agreement”) and the pricing of the Contractor’s Quote attached hereto as Exhibit “B”; and

**WHEREAS**, the Town Commission finds that the 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. Approval.** The Agreement, in substantially the form attached hereto as Exhibit "A," is approved.

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

**Section 4. Authorization to Execute Agreement.** The Town Manager is authorized to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town utilizing the terms and conditions of the Sunrise Contract and the pricing of the Quote attached hereto as Exhibit "B," subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 5. Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 2023.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman \_\_\_\_\_  
Commissioner Marianne Meisheid \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Jeffrey Rose \_\_\_\_\_  
Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra McCreedy, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

**COVER AGREEMENT BETWEEN  
THE TOWN OF SURFSIDE AND  
BEEFREE, LLC D/B/A FREEBEE**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **BEEFREE, LLC D/B/A FREEBEE**, a Texas limited partnership authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

**WHEREAS**, the Town desires mobile application-based, on-demand transit services (the "Services"); and

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

**WHEREAS**, the City of Sunrise has entered into Standard Contract No. C 21-04-05-MS (the "Sunrise Contract") with the Contractor for the provision of the Services pursuant to Request for Proposals (RFP) No. 21-04-05-MS; and

**WHEREAS**, the Contractor has provided the Town with a quote, attached hereto as Exhibit "B" (the "Quote"), for the Services in the amount of \$131,760 annually per Tesla Model X vehicle based on 70 hours of operation per week; and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the Sunrise Contract in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS**, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Sunrise Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Sunrise Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**A.** First Priority: Agreement;

**B.** Second Priority: Exhibit A – Sunrise Contract.

C. Third Priority: Exhibit B – Quote

3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Sunrise Contract unless otherwise provided in this Agreement. All references to the City of Sunrise shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Term.**
  - A. The term of this Agreement shall run concurrently with the term of the Sunrise Contract from the Effective Date through April 1, 2025, unless earlier terminated in accordance with the terms of the Sunrise Contract. This Agreement may be renewed for up to two additional one-year periods upon written notice from the Town.
  - B. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.
6. **Services.** Contractor shall provide the Services in accordance with the terms and conditions of the Sunrise Contract and consistent with the Quote attached hereto as Exhibit "B." The Services shall initially be provided utilizing one (1) vehicle (Tesla Model X Vehicle) for 70 operating hours. Notwithstanding the foregoing, the Town Manager may increase or decrease the number of vehicles utilized in the provision of the Services or the Service operating hours upon written notice to the Contractor.
7. **Compensation.** Compensation to the Contractor for the Services shall be in an amount not to exceed \$131,760 annually for one vehicle (Tesla Model X Vehicle) vehicle based on 70 operating hours, in accordance with the rates of the Quote attached hereto as Exhibit "B." Additional vehicle(s) as approved by the Town will require a compensation adjustment.
8. **Amending Section 6 of the Sunrise Agreement.** Section 6, "Insurance Requirements," of the Sunrise Agreement is hereby amended as follows:

**6. Insurance Requirements**

**6.1** Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City Town, Miami-Dade County, and State of Florida Department of Transportation's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City Town, Miami-Dade County, or State of Florida Department of Transportation shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

\*\*\*

**6.3 Additional Insured Endorsement.** Contractor agrees to endorse the City Town, Miami-Dade County, and State of Florida Department of Transportation as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the GC 20 10 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read ~~“City of Sunrise”~~ “Town of Surfside,” “Miami-Dade County,” and “State of Florida Department of Transportation”.

**6.4 Business Automobile Liability.** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Contractor further agrees to endorse the City Town, Miami-Dade County, and State of Florida Department of Transportation as an Additional Insureds on the Business Automobile Liability with the CA-2048 Designated Insured Endorsement, or its equivalent.

\*\*\*

**6.7 Certificates of Insurance.** Contractor agrees to provide both the City Town, Miami-Dade County, and State of Florida Department of Transportation with Certificates of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City Town by fax or e-mail within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

\*\*\*

**9. Amending Section 11 of Sunrise Agreement.** Section 11, “Indemnification,” of the Sunrise Agreement is hereby deleted in its entirety and replaced as follows:

11.1 Contractor shall indemnify and hold harmless the Town, Miami-Dade County, and the State of Florida Department of Transportation and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor’s performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor’s performance or non-performance of this Agreement.

11.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

11.3 The provisions of this section shall survive termination of this Agreement.

**10. Amending Section 15 of Sunrise Agreement.** Section 15, "Governing Law/Jurisdiction/Venue," of the Sunrise Agreement is hereby deleted in its entirety and replaced as follows:

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**11. Ownership and Access to Records and Audits.**

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA MCCREADY, MMC, 9293 HARDING AVENUE, SURFSIDE, FL 33154, 305-861-4863 SMCREADY@TOWNOFSURFSIDEFL.GOV.**

**12. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**13. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For



instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank. Signature pages follow.]**



**EXHIBIT "A"**

**CITY OF SUNRISE STANDARD CONTRACT**  
**NO. C 21-04-05-MS**

**SUNRISE, FLORIDA**

**RESOLUTION NO. 22-22**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDED RFP NO. 21-04-05-MS AND “STANDARD CONTRACT NO. C 21-04-05-MS BETWEEN THE CITY OF SUNRISE, FLORIDA AND BEEFREE, LLC D/B/A FREEBEE” FOR ON-DEMAND TRANSPORTATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in July 2019, the City applied for a Public Transit Service Development Grant administered by the State of Florida Department of Transportation (FDOT) to assist with funding of a new on-demand electric vehicles program for the Western Sunrise Business and Entertainment District; and

WHEREAS, in January of 2020, the City was awarded an \$885,000 grant, which provides partial funding towards the new transportation service as well as a local match; and

WHEREAS, on April 13, 2021, via Resolution No. 21-31, a “State of Florida Department of Transportation Grant Agreement” was approved to accept the award.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

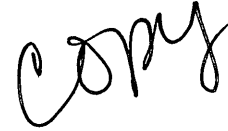
Section 1. The award of RFP No. 21-04-05-MS for On-Demand Transportation Services to Beefree, LLC d/b/a Freebee is hereby approved in an amount not to exceed FY 2021-2022 approved budgeted funds, with subsequent years’ expenditures subject to budget approval.

Section 2. “Standard Contract No. C 21-04-05-MS between the City of Sunrise, Florida and Beefree, LLC d/b/a Freebee” (Contract) for On-Demand Transportation Services is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Contract. The Procurement Manager or designee is further authorized to extend the Contract, in accordance with the terms of the approved Contract. The City Manager is authorized to approve Additional Flexible Hours in accordance with the terms of the Contract.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 22ND DAY of MARCH, 2022.



---

Mayor Michael J. Ryan

Authentication:



---

Felicia M. Bravo  
City Clerk

MOTION: SCUOTTO  
SECOND: KERCH

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency



---

Kimberly A. Kisslan

**STANDARD CONTRACT NO. C 21-04-05-MS  
BETWEEN THE CITY OF SUNRISE, FLORIDA  
AND BEEFREE, LLC D/B/A FREEBEE**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and **Beefree, LLC d/b/a Freebee**, a Florida Limited Liability Company (hereinafter referred to as the "Contractor"), whose address is 2312 N Miami Avenue, Miami, Florida 33127 and whose Federal Identification Number is 45-4659887, incorporates **RFP No. 21-04-05-MS**, State of Florida Department of Transportation Public Transportation Grant Agreement, and Contractor's Proposal as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for On-Demand Transportation as set forth in this Contract and as further stated below in Exhibit "A" – Scope of Services which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Danielle Lima, Economic Development Director, telephone number (954) 746-3430 or designee.

The Contractor's representative during the performance of this Contract shall be Jason Spiegel, Managing Partner, telephone number (215) 370-5699 or designee.

2. Payments

The Contractor will bill the City by the 10th day of each month for services rendered to the minute during the prior month at the hourly rates listed in Exhibit "B." If Contractor does not provide all of the scheduled or flexible hours for a day, partial hours will be prorated at the hourly rates listed in Exhibit "B." The City hereby agrees to pay Contractor for the faithful performance of this Contract, for services rendered in accordance with Exhibit "A".

A total contract price hereto is referred to as Contract Sum and shall not exceed Five Hundred and Ninety Thousand Dollars (\$590,000.00) per year.

The Contractor shall submit invoices to:

City of Sunrise  
Attn: Accounts Payable Dept.  
10770 West Oakland Park Blvd.

Contractor Initials

CP

City Initials

SS

Page 1

Sunrise, FL 33351

Invoice form must minimally include the following information: each day of service shall identify the date of service, start time to the minute for each vehicle, end time to the minute for each vehicle, type of vehicle, rate for each vehicle, and the total number of hours per type of vehicle for that day. The invoice must identify whether the vehicle was Scheduled Circulating Vehicle or a Flexible Circulating Vehicle. The invoice and backup must also include the total number of hours for each type of vehicle for the month, the resulting monthly billing for that type of vehicle, and the total amount of billings for all types of vehicles by vehicle style and by Scheduled Circulating Vehicle and Flexible Circulating Vehicle per Exhibit "B" – Pricing. See Exhibit "C" – Form of Invoice.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon final execution of this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager at least sixty (60) days prior to the expiration of the then-existing Contract period.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City may request the Contractor to continue the Services until new services can be completely operational. In accordance with Section 5-173 (h) of the City's Code, the City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. Upon reasonable notice to the Contractor, the City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs

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used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment. Notwithstanding the foregoing, the City acknowledges that the Contractor's services are specialized to each customer and dependent on the timing and scope of each agreement, and thus agrees that all circumstances will be considered in determining whether more favorable terms have been provided.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's and State of Florida Department of Transportation's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City or State of Florida Department of Transportation shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City and State of Florida Department of Transportation as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise" and "State of Florida Department of Transportation".

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each

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Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Contractor further agrees to endorse the City and State of Florida Department of Transportation as an Additional Insureds on the Business Automobile Liability with the CA- 2048 Designated Insured Endorsement, or its equivalent.

6.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. Elective exemptions or coverage afforded through an employee leasing arrangement will NOT satisfy this contractual requirement.

6.6 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.7 Certificate(s) of Insurance. Contractor agrees to provide both the City and State of Florida Department of Transportation with Certificates of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise  
Attn: Procurement Manager  
Purchasing Office  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[purchasing@sunrisefl.gov](mailto:purchasing@sunrisefl.gov)  
Fax (954) 578-4809

Copy to:

City of Sunrise  
Attn: Risk Manager  
Risk Management Division  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351  
[riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

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Copy to:

State of Florida, Department of Transportation  
c/o Officer of Comptroller, MS24  
Re: Financial Project Number 446658-1-84-01  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
FDOTSingleAudit@dot.state.fl.us

6.8 Umbrella or Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence \$5,000,000 Aggregate. The Contractor agrees to endorse the City and State of Florida Department of Transportation as "Additional Insureds" on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City and State of Florida Department of Transportation are automatically defined as an Additional Insureds or Additional Protected Persons.

6.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally. City will compensate Contractor for any resulting increases in premiums or will not revise requirements after execution of Agreement.

7. Performance and Payment Bond                       Applicable                       Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year

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ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon fifteen (15) days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. Said written notice shall specify the alleged failure to substantially perform and shall provide the party not initiating the termination with the opportunity to cure the stated failure within the fifteen (15) day notice period. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise and the State of Florida Department of Transportation, their officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors or omissions, recklessness, or intentional misconduct of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable,

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**REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE and THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise and State of Florida Department of Transportation reserve the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. For any matters in which Contractor is obligated to pay for the City's legal defense hereunder, Contractor shall be permitted to retain counsel of its choosing for both Contractor and the City, provided that such legal counsel is reasonably acceptable to the City, which consent shall not be unreasonably withheld. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

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16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City, which shall not be unreasonably withheld.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

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submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager  
City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

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cc: City Attorney  
City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Jason Spiegel, Managing Partner  
Beefree, LLC d/b/a Freebee  
2312 N Miami Avenue  
Miami, FL 33127  
Jason@ridefreebee.com

24. No Damages for Delay

Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, tropical storm watch, tropical storm warning, hurricane watch, hurricane warning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental action, but shall not include financial inability of the Contractor. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure, give written notice to the other party describing the circumstances and Force Majeure preventing continued performance of the obligations of this Agreement.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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

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authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK@SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building

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or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

28. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not 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 Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has 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 has been engaged in business operations in Cuba or Syria.

29. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Purchase Order, the City's RFP and Contractor's Proposal.

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of

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the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. Contractor and its subcontractors shall comply with, and shall require any of its subcontractors to comply with all terms and conditions of the State of Florida Department of Transportation Public Transportation Grant Agreement (Project) and all its incorporated attachments and exhibits incorporated to this Contract as if fully set forth herein. The City of Sunrise, contractor and its subcontractors are considered recipient and sub recipient of funds under the State of Florida Department of Transportation Public Transportation Grant Agreement attached and incorporated into this document as Attachment "2."

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34. Contractor shall comply and Contractor shall require its contractors and subcontractors to comply with all terms and conditions of the State of Florida Department of Transportation Public Transportation Grant Agreement attached and incorporated into this document as Attachment "2" and all federal, state, and local laws and regulations applicable to this Project.

35. State of Florida Department of Transportation (FDOT) specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the City of Sunrise executes or obligates itself in any manner requiring disbursement of the State of Florida Department of Transportation funds, including consultant and purchase of commodities contracts, or amendments thereto.

36. Disadvantage Business Enterprise (DBE). Contractor and its subcontractors agree to ensure that DBEs have the opportunity to participate in the performance of this Contract. In this regard, Contractor and its subcontractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract or other contracts, entered pursuant to the State of Florida Department of Transportation Public Transportation Grant Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the administration of this Contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

37. Records Retention. Records of costs incurred under the terms of this Contract shall be maintained and made available upon request to the State of Florida Department of Transportation, its designee, DFS, or State of Florida Auditor General at all times during the period of this Agreement and for five years after final payment is made or five years after the date an audit report is issued, whichever occurs last. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Contractor's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the State of Florida Department of Transportation for a proper audit of costs.

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38. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

39. Unauthorized Aliens. The State of Florida Department of Transportation shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

40. Contractor and its subcontractors are not agents of the State of Florida Department of Transportation.

41. Inspector General. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontractors issued under this Contract, if any, impose this requirement, in writing, on its subcontractors, respectively.

42. Travel expenses are eligible for reimbursement under this Contract. Bills for travel expenses specifically authorized in this Contract shall be submitted on the Federal Department of Transportation's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the FDOT's Disbursement Handbook for Employees and Managers.

43. Contractor and its subcontractors must comply with Chapter 14-90, Florida Administrative Code (FAC).

44. Trade Secrets. "Confidential Information" means all information that constitutes a trade secret under Florida Statutes §§ 688.002 and 812.081, is disclosed to City by Contractor, and is designated as "confidential" in writing prior to or at the time of disclosure. The City shall maintain the confidentiality of Contractor's Confidential Information pursuant to Florida Statutes §§119.0715 and 815.045. City shall not disclose and shall maintain the confidentiality of any records to the extent they contain Confidential Information as defined in the Florida Statutes, unless the City determines disclosure is authorized by Florida Statutes §119.0715, the exemption from disclosure does not apply, or the City is otherwise required by law, subpoena, or court order to disclose the record. In the event the City determines that the exemption from disclosure does not apply or that it is required by law, subpoena, or court order to disclose any record which CONTRACTOR identifies as containing trade secrets or proprietary information, the City will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disclosing such records.

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**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]**

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IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: [Signature]

Print: John T. Curran

Title: Procurement Manager

Date: 4/01/2022

Approved as to form and legal sufficiency for the City

By: [Signature]  
Kimberly A. Kisslan  
City Attorney

CONTRACTOR

BEEFREE, LLC D/B/A FREEBEE

[Signature]  
Witness

[Signature]  
Witness

By: [Signature] Jason Spiesel

Title: CEO

Date: 3-28-22

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## EXHIBIT "A" – SCOPE OF SERVICES

### 1.1 PROGRAM OVERVIEW

The City of Sunrise is interested in introducing an on-demand transportation service to transport users around the Business and Entertainment District and enhance the transportation system, in accordance with the scope of services defined herein.

This program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities, and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment.

The program is expected to start with four (4) on-demand electric vehicles three (3) Teslas Model X (1) Lightning Electric Zero Emission Ford Transit Passenger Van. The Tesla fits six (6) passengers and the van fits 9-10 passengers plus a wheelchair. There is always going to be at least one vehicle available that is ADA compliant.

### 1.2 GENERAL INFORMATION AND BACKGROUND

The intent of this contract is to implement a Program and provide point-to-point transportation services (Program) that will provide the City of Sunrise residents, visitors, and business employees (Riders) with convenient and efficient transportation options. All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours during special events requiring additional vehicles, personnel and resources. The contractor must provide its own mobile application in which the user will be able to locate his or her position and request a vehicle for pickup. Contractor's creative solutions will address the City's mobility needs. The Program is to start operating by June 29, 2022 with four (4) Teslas Model X. By December 29, 2022 one (1) Lightning Electric Zero Emission Ford Transit Passenger van must replace one of the Teslas and added to the fleet. The fleet has a total of four (4) electric vehicles. Until the ADA compliant van is added to the fleet the Contractor must have another ADA compliant vehicle available.

### 1.3 LOCATION

The Program is to be operated within the Sunrise Business and Entertainment District, which is located on the west side of the City from Flamingo Rd to the Sawgrass

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Expressway (see Attachment "1" — Service Area Map). The on demand service is expected to take residents and visitors to and from the Sawgrass Mills Mall, BB&T Center, Metropica, Hotels, restaurants, Corporate Park and more. Service area and hours are subject to change depending on the needs and conditions determined by the City.

#### 1.4 OBJECTIVES

By implementing the Point-to-Point Program, the City desires to meet, at minimum, the following objectives:

1. Operate a demand-response system throughout the boundaries of the service area indicated in Attachment "1."
2. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional flex hours, and/or permanently modify the type of vehicle from Tesla to a larger van if needed with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service. Notwithstanding the forgoing, any modification in service that results in a reduction of the Maximum Annual Cost for Scheduled Circulating Vehicles, shall require an amendment to the agreement.
3. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
4. Feature a mobile application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup.
5. Have the capability to provide data captured from the mobile app which includes but is not limited to amount of users, destinations, average wait time, and user peak times.
6. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
7. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
8. Reduce the Business and Entertainment's traffic and vehicle emission.
9. Support local businesses through Ride Freebee's mobile application at no cost to the Sunrise businesses.

#### 1.5 CUSTOMER SERVICE

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Customer service is one of the City's key factors of the Program. The Contractor will be responsible for addressing all complaints in a courteous and timely manner and provide reports to City staff as needed. The drivers will be educated on City programming and amenities and serve as ambassadors.

#### 1.6 SERVICE PARAMETERS FOR POINT-TO-POINT TRANSPORTATION SERVICES

The use of environmentally friendly electric vehicles that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate Program signage. The criteria below constitute the City's service parameters for the point-to-point Program:

- (1) The Program will serve the City's residents, guests and commuters by providing on- demand rides to work, for shopping, restaurant, events, nightlife access and for various appointments within the boundaries of the service area.
- (2) All trips must begin and end within an area as shown on the service area map (Attachment "1"). Any changes in the service area shall be in writing and mutually agreed upon.
- (3) The service shall be free to users. Tipping is allowed but cannot be solicited by the driver (NO tipping jars, signs or anything that implies that tipping is required).
- (4) Service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number or ride-hailing.
- (5) The Contractor will identify the locations for the charging stations and the City will cooperate as needed. Charging station equipment, installation, and maintenance will be provided by the Contractor.
- (6) Overnight vehicle parking: The Contractor will secure a space to store the vehicles at night or when not in service.
- (7) The fleet will include three (3) Tesla Model X and (1) Lighting Electric Zero Emission Ford Transit Passenger Van. All vehicles will be electric and meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of the art charging equipment.
- (8) After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.

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- (9) The Contractor shall provide a mobile app for requesting rides compatible with both Android and iPhone.
- (10) When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability.
- (11) The Contractor shall collect ridership data via app, manual counts when phone calls or ride-hailing. Additionally, the Contractor will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the City.
- (12) These reports may also include, but are not limited to, hourly, daily, weekly and monthly ridership data, complaints, mileage, driver's names and suspensions, type of vehicle, number of hours per vehicle, type of rate, and accidents.
- (13) When drivers use the mobile app to respond to patrons' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- (14) The Contractor must include at least one ADA vehicle as part of the fleet.
- (15) The Contractor shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the City. Qualified drivers must be screened, hired and trained by the Contractor, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- (16) Additionally, drivers will undergo any further training deemed necessary by the City. The Contractor will provide the City with background checks on all drivers. The City shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's license(s) and adhere to all city, county, and state traffic and driving laws.
- (17) Drivers must wear a company uniform and name tag.
- (18) The Contractor will communicate any problems or requests to the City through the Program manager or designee.
- (19) The Contractor will have the right to suspend operation of the vehicles without penalty in the case of uncommon severe weather, unsafe operating conditions, or the issuance of a tropical storm or a hurricane warning, subject to providing written notification to the City.
- (20) The initial term of the Contract shall be for three years.

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- (21) Vehicle maintenance and charging must be performed by the Contractor.
- (22) The Contractor shall be responsible for the cleanliness interior and the exterior of the vehicles.
- (23) The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.
- (24) Proposed initial Program schedule:

	<u>Mon - Thurs</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
<b><u>Hours of Operation</u></b>	11 A.M.– 10 P.M	11 A.M.– 12 Midnight	10 A.M. – 12 Midnight	10 A.M. – 10 P.M.
<b><u>Amount Vehicles Circulating</u></b>	4 (11am– 2pm)	4 (11am– 2pm)	3 (10am– 12 noon)	3 (10am–12 noon)
	2 (2pm – 5pm)	2 (2pm – 5pm)	4 (12 noon – 8pm)	4 (12 noon – 8pm)
	3 (5pm – 8pm)	3 (5pm – 12 midnight)	3 (8pm – 12 midnight)	3 (8pm – 10pm)
	2 (8pm – 10pm)			

**a) Scheduled Hours:**

The Contractor shall provide the number of vehicles circulating per hour during the dates and times listed above billing at the hourly rates listed in Exhibit "B" provided the Maximum Annual Cost for Scheduled Circulating Vehicles (ASCV) does not exceed \$529,000 per year. Any changes in the service hours and/or changes to the number of vehicles circulating per hour shall be in writing and mutually agreed upon.

**b) Additional Flexible Hours:**

The City may authorize Contractor to provide Authorized Flexible Circulating Vehicles (AFCV) for special events and/or to be used if demand increases during certain hours. The use of the flexible hours need to be pre-authorized in writing by the City Manager. Contractor shall bill for AFCV at the hourly rates listed in Exhibit "B" provided the Maximum Annual Cost for AFCV does not exceed \$61,000 per year.

Contractor Initials JK City Initials JS

**1.7 ADVERTISING**

The City may elect to include the City logo and other visuals in a car wrap. City must approve the design of the wrap and may modify the design up to (4) four times per year at no cost to the City. The Contractor will offer free advertising to local businesses via the Ride Freebee mobile application. Initially the City will not allow for paid advertising. Subject to City's prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, if in accordance with all City ordinances, policies and procedures.

Contractor will include screens in all four vehicles with the ability to play video content provided by the City. Freebee will make its best effort to include audio capabilities.

**1.8 COST OF THE PROGRAM TO THE CITY**

The Contractor shall ensure any fees to be charged to the City for the Program are outlined in the agreement. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for up to three-year period of the agreement. Any escalation in pricing thereafter will be subject to approval by the City in its sole discretion.

**1.9 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.

The Contractor shall be responsible for obtaining all necessary permits for charging stations and be in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

The Contractor will be responsible for securing its own office space.

The Contractor will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing and insurance.

**EXHIBIT "B" – PRICING**

**Maximum Annual Cost for Scheduled Circulating Vehicles**

Vehicle Type	Cost/ Hour/Vehicle	Total Annual Cost
Tesla	\$37.47/hr	
XL Van	\$45.94/hr	
<b>Total</b>		<b>\$529,000.00</b>

The Contractor shall provide the number of vehicles circulating per hour during the dates and times listed in section 1.6 (24) billing at the hourly rates listed above provided the Maximum Annual Cost for Scheduled Circulating Vehicles does not exceed \$529,000 per year. Any changes in the service hours and/or changes to the number of vehicles circulating per hour shall be in writing and mutually agreed upon. Contractor will bill for scheduled hours only, even if ride is extended by a few minutes.

**Maximum Annual Cost for Authorized Flexible Circulating Vehicles**

Tesla	\$34.47/hr	
XL Van	\$42.26/hr	
<b>Total</b>		<b>\$61,000.00</b>

The City may authorize Contractor to provide Authorized Flexible Circulating Vehicles for special events and/or to be used if demand increases during certain hours. The use of the flexible hours need to be pre-authorized in writing by the City Manager. Contractor shall bill for AFCV at the hourly rates listed above provided the Maximum Annual Cost for AFCV does not exceed \$61,000 per year. Contractor will bill for authorized flexible hours only, even if ride is extended by a few minutes.

**The Contract Sum shall not to exceed \$590,000 per year**

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**EXHIBIT "B"**

**CONTRACTOR'S QUOTE**

○○○○○



**freemovee +**

**LATE NIGHT SAFE RIDE**

**FREE. ON-DEMAND. 100% ELECTRIC TRANSPORTATION**

November 2023

○○○○○



# EXECUTIVE SUMMARY

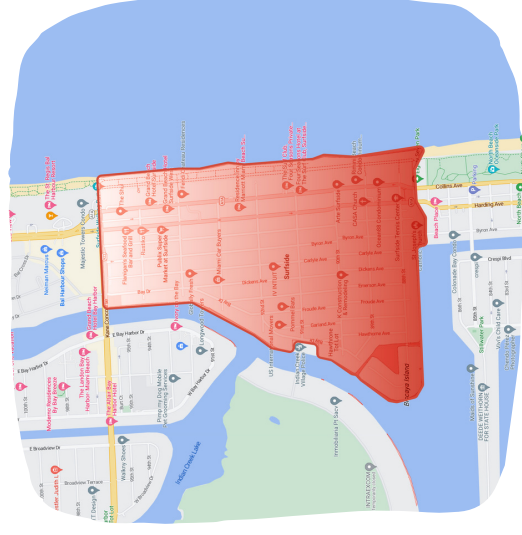


Given our ability to link the community, Freebee's on-demand microtransit service is the perfect fit for the lively and vibrant landscape of Surfside. With the power to unlock seamless access to the city's wealth of amenities and attractions, Freebee becomes the heartbeat of connectivity, ensuring that residents, visitors, and workers from all corners of the city can easily immerse themselves in the dynamic offerings of Surfside.

Beyond its role in transportation, Freebee's platform takes on the persona of an influential neighborhood guide on steroids, unveiling a trove of recommendations for exploration and adventure within the city. From hidden gems to popular hotspots, Freebee's curated suggestions fuel the curiosity of residents and visitors alike, amplifying the allure of Surfside. As this visionary approach intertwines the entire municipal boundary, the city experiences an economic renaissance.

By implementing Freebee's innovative transportation solution, the city proudly embraces its identity as a well-connected, vibrant, and dynamic center for commerce, entertainment, and community engagement.

## 1 Tesla Vehicles



On-Demand, door-to-door transportation in partnership with Surfside



# CONSUMER EXPERIENCE

Freebee +



Surfside  
FLORIDA

Freebee offers an exceptional customer experience, marked by convenience, engagement, and community connection.

Our drivers, known for their friendly demeanor and local knowledge, play a significant role in enhancing the Freebee experience. They serve as invaluable ambassadors, sharing insights about local businesses, and attractions, transforming an ordinary ride into a journey of discovery.

This uniquely enjoyable and informative travel experience has cultivated a high level of customer satisfaction, with users expressing a genuine fondness for Freebee. Not only does Freebee make transportation accessible and hassle-free, but also fosters a sense of connection within the community.



*"It was exceptional. Great driver, and great experience. Tremendous service!" ~*

*Sam P.*



*"Booking a ride was really easy. I was notified as my car was arriving and my driver was extremely knowledgeable on the area. He even recommended places to go!" ~*

*Julie A.*



*"Such a cool experience! The driver kept good conversation and was super polite. I LOVE this addition to downtown!"*

*~ Mary H.*

# ENVIRONMENTAL IMPACT

Freebee +



Surfside  
FLORIDA



We're proud to lead the charge in sustainable transportation with our 100% electric car fleet, making a significant contribution to environmental protection. Our use of electric vehicles (EVs) enables us to reduce the greenhouse gas emissions usually associated with conventional vehicles, creating cleaner air and a healthier environment.

Our electric fleet demonstrates not just our commitment to modern, efficient transportation, but also to a sustainable future. We are actively promoting renewable energy use, diminishing reliance on fossil fuels, and proving that public transport can operate seamlessly with minimal environmental impact.

By operating EVs in Surfside, we'd also be contributing to noise pollution reduction, resulting in quieter, more peaceful campus environments. In essence, we at Freebee aren't just revolutionizing travel; we're playing a crucial part in combating climate change and securing a greener future for our communities.





# SCOPE OF SERVICE

The 'Ride Freebee' mobile app technology will be fully customized for Surfside, built to service the community with both on-demand transportation and economic development solutions. This defined service area will be geofenced within the 'Ride Freebee' mobile app so that consumers are only able to request on-demand, door-to-door electric transportation within the designated municipal boundaries of Surfside.

## To use the service in Surfside, there are two ways to request a ride:

1. On-Demand through the Ride Freebee mobile app
2. On-Demand by calling Freebee's dispatch center

**Hours of Operations:** 70 Hours per week

**Costs:** 1 Tesla Model X, \$131,760 Annually

This is based on the City of Sunrise procurement contract with an additional discount for the Town of Surfside.

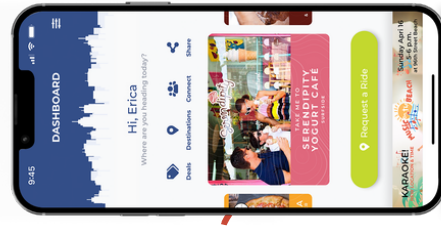
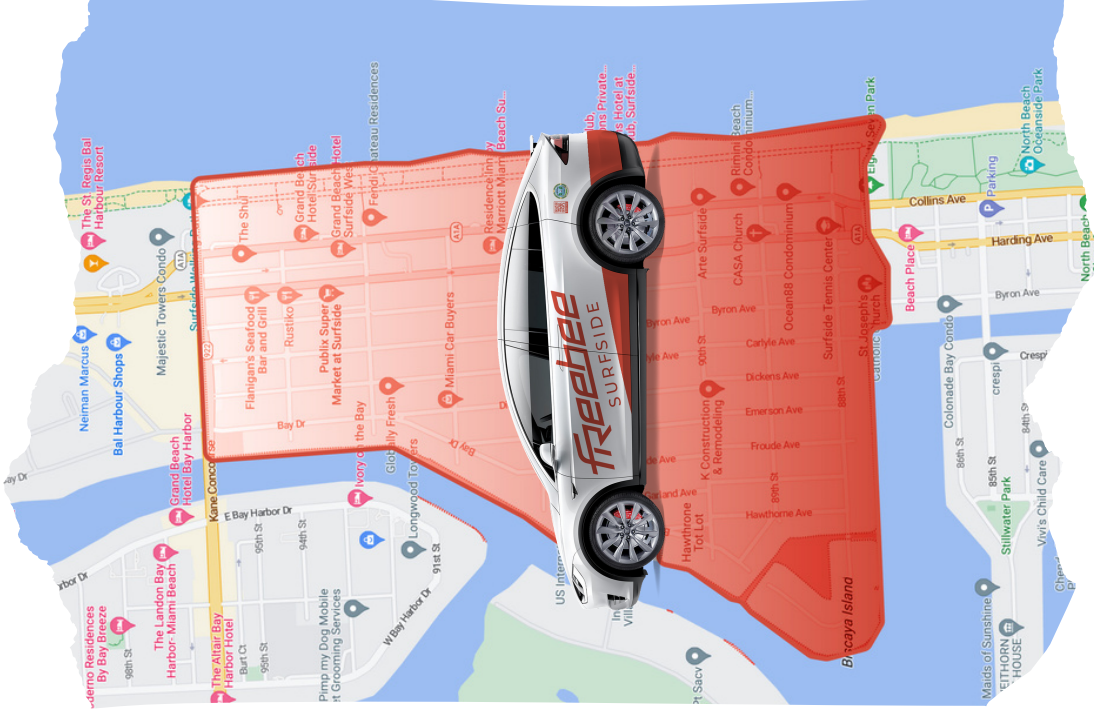
This on-demand service will help reduce car traffic in Surfside, by allowing residents and visitors to visit places of business without ever having to use a personal vehicle – which also increases the availability of parking. Additionally, by providing convenient maneuverability at no cost, riders will not waste time looking for parking and will have extra time and more money in their pocket for shopping at local Surfside Businesses.

# Freebee +



# Surfside

FLORIDA



**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath



## TOWN MANAGER'S REPORT

DECEMBER 12, 2023

### I. TOWN DEPARTMENTS

#### *Building Department*

**A.** The Building Department has received the demolition permit application for the former Champlain Towers South site to remove the remaining parts of the building, specifically what remains of the underground parking garage. The demolition permit application will be reviewed in strict accordance with Ordinance #22-1720 Construction Sites Safety Ordinance adopted by the Town.

**B.** In November, Tyler Technologies provided virtual and on-site training and business process support to the Surfside Building team through their Senior Implementation Consultant. Over three days, the consultant resolved dozens of technical issues in the system, enhancing Building Permitting efficiencies. In December, she will work with the Town IT Department to oversee a 2023 software upgrade for the Town's EnerGov CSS system, while currently assisting with adding a Planning Permit Application, improving the Public Works Permit Application, and streamlining inspection workflows in the system for smoother field inspections.

**C.** Building Department permit and inspection numbers as of October 27, 2023, are as follows:

- Building Permits issued – 106
- Inspections performed – 221
- Lien search – 21
- TCOs/COs/CCs issued – 7

#### *Code Compliance Division*

**A.** As of October 30, 2023, the total number of open cases being managed is 195. Of these cases, 97 are actively working towards compliance; five cases are on-hold; 16 cases are in the Special Master hearing queue; six cases are in post-hearing status; 21 code cases have been issued liens and remain unpaid; 50 code cases have service liens and remain unpaid. All properties with unpaid liens are sent reminder letters in order to reach a resolution.

**B.** The Code Compliance staff has conducted an approximate of 287 inspections from August 22, 2023, to October 29, 2023.

**C.** Due to the Town Commission Chambers upgrade, the Division did not hold any Code Compliance Special Master Hearings the month of October.

**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:

- FY24: As of October 30, 2023, two cases have paid/settled for a total monetary collection of \$800.00
- FY23: As of September 30, 2023, 100 cases paid/settled for a total monetary collection of \$ \$90,417.61

**E.** The Code Compliance Division has assisted the Finance Department by conducting 24 Code lien searches from September 22, 2023 to October 30, 2023.

**F.** The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

**G.** The Code Compliance Division is auditing Fat, Oils and Grease permits in the commercial properties.

### ***Community Services/Tourism & Public Communications Department***

**A. New Website Launches** – Tourism and Communications worked on final changes and updates to the newly redesigned version of the Town website which was recently launched. The updated site includes dedicated homepages for each Town department resulting in a more organized, focused user experience.

**B. Third Thursdays Confirmed to Return** – At the November Tourist Board meeting, the Board voted to bring back Third Thursdays for the 2024 season, January through May. Confirmed themes include: Latin Festival, Mardi Gras, Health and Wellness, Classic Rock and Karaoke. Save the date for January 18, February 15, March 21, April 18 and May 23.

**C. Tourist Board to Introduce New Events in 2024** – At the November Tourist Board meeting, the Board voted to introduce new events to the community next year.

Those confirmed at the last meeting include a Street Art Festival for January to be produced by ACT Productions and the Taste of Surfside, a culinary walking tour highlighting Surfside's restaurants, scheduled for spring 2024.

**D. Storm Alerts and Facility Updates** – During last month's unexpectedly strong storm, Tourism and Communications sent a preemptive email alerting residents before its arrival as well as subsequent emails in the storm's aftermath regarding the status of all Town facilities and operations.

### **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** – Customer Service Representative (Parks and Recreation) and Community Service Aide.

**B. EEOC** – Collaborated with FLC Labor Attorney with position statement submitted to EEOC regarding Theo Valles discrimination claim.

**C. Promotional Ceremony** – Detective Diana D. Leon was promoted to the rank of Sergeant on November 16, 2023.

**D. Employee Thanksgiving Lunch** – The staff annual Thanksgiving lunch was held on Friday, November 17, 2023 in the Commission Chambers.

**E. Risk Management** – Submitted claims liability related claims, responded to adjuster questions.

**F. Interviews conducted** – Customer Service Representative (Parks and Recreation) and Recreation Leader I (PT).

**G. Background/Offer/New Hire Orientation** – Prepared offer of employment letters for Customer Service Representative – Parks and Recreation, and Recreation Leader I (PT). Conducted/coordinated background investigations, pre-employment physicals, and psychological evaluations when applicable. Facilitated the employment orientation for new hires; conducted level 2 background screening (AHCA) of Parks and Recreation new hires and program instructors.

**H. Safety and Wellness Initiatives** – Provided staff with information regarding the Town's Employee Assistance Program, 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 October 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 96<sup>th</sup> Street Park and the design of the new Tennis Recreation Center. P&R is overseeing the following facilities: The Community Center, Tennis Center, the Beach Lifeguard Tower, Hawthorne Tot Lot, and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. Hours for the pickleball programming have been adjusted and are in place. Hours have been adjusted to maximize tennis and pickleball hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Pool hours are from 7:00 a.m. to 6:00 p.m. for month of December and the Lifeguard Tower from 9:00 a.m. to 5:00 p.m. (Attached are the holiday hours for December)

**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 continues to run successfully throughout the year.

**C. Fall/Winter Programming** – This Fall session the Department 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. Attendance for the fall sessions programs were strong. Registration for Winter session is underway, and programs are set to begin the week of January 8, 2024.

**D. Events** – The Veterans Ceremony took place Saturday, November 11, 2023 at 10:00 a.m. at Veterans Park (8750 Collins Ave). The community, Elected Officials and staff came together to honor all the brave men & women who have served in the armed forces.

The Winter Wonderland is scheduled to take place Sunday, December 17 at the Surfside Community Center from 10:00 a.m. to 1:00 p.m. We invite the community to come out and enjoy a morning filled with holiday cheer.

**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 resumed in November. Marta Olchyk is now the official P&R Senior Liaison for senior programming. In November, the Parks and Recreation



Department conducted a Senior Trip to the Actor's playhouse to watch "*Sweet Goats and Blueberry Senoritas*". The trip was very well attended with over 15 seniors and the feedback was very positive!

For the month of December, the Senior brunch is scheduled to take place on December 15 at the Community Center. A special speaker will attend the brunch. The senior trip is scheduled for December 20; the seniors will attend the Phillip and Patricia Frost Museum of Science.

**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 now in operation. The service will follow the same holiday hours as the beach lifeguard tower during the month of December.

### ***Planning Department***

Development Application Process (2012 – Present) – *Attachment "B"*

### ***Police Department***

#### **A. Police Department Statistics (November 1 – November 23, 2023)**

- Traffic Citations – 197
- Parking Citations – 411
- Arrests – 3
- Dispatch Events – 1,056
- Incident/Crime Reports – 47

#### **B. Police Events/Community Outreach**

- The Surfside Police Department will host two community blood drives on December 10 and December 21, 2023 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- Station Dog Officer Mike will be celebrating his sixth birthday on December 11, 2023. Due to a dog virus the celebration will be held at Town Hall with Police Department and Town staff.
- Officer Samuel Villegas will be sworn in as Surfside's newest Police Officer on December 11, 2023 at 3:00 p.m. in the Commission Chambers. We welcome Officer Villegas to our Surfside family.
- The 3<sup>rd</sup> Annual Miami Beach Senior High Wellness Day will be held on December 13, 2023 from 7:30 a.m. to 2:30 p.m. onsite at the high school. The diverse and numerous

events of the day will focus on the importance of mental and physical well-being. Sergeant Diana Leon and Officer Mike will participate in the event.

- o The monthly Coffee with the Cops – December 28, 2023 at 10:00 a.m. at Starbucks.

**II. SEE CLICK FIX REPORT**

Requests filtered by request category that have been created 11/01/2023 - 11/30/2023

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Violation)	2	0	
Drainage/Flooding (PW)	0	0	
Other	4	2	1.4
Police (Safety Concern)	3	2	5.8
Utilities (Water/Sewer) (PW)	1	1	0
Beach Patrol	0	0	
Parking Issue	2	2	0

**III. TOWN PROJECTS**

Projects Detail Sheets – Attachment “C”

Respectfully submitted by:



Hector Gomez, Town Manager

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2024**  
**As of OCTOBER 31, 2023**  
**8.3% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

12/12/2023

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND - 001</b>			
REVENUE	\$ 381,231	\$20,389,626	2%
EXPENDITURES	2,463,595	\$20,389,626	12%
Net Change in Fund Balance	\$ (2,082,364)		
Fund Balance-September 30, 2023 (Unaudited)	18,071,829		
Fund Balance-October, 2023 (Reserves)	<u>\$ 15,989,465</u>		
			<b>A</b>
			<b>B</b>
<b>TOURIST RESORT FUND - 102</b>			
REVENUE	\$ 314,473	\$5,269,057	6%
EXPENDITURES	665,894	\$5,269,057	13%
Net Change in Fund Balance	\$ (351,421)		
Fund Balance-September 30, 2023 (Unaudited)	7,231,674		
Fund Balance-October 31, 2023 (Reserves)	<u>\$ 6,880,253</u>		
			<b>C</b>
			<b>D</b>
<b>POLICE FORFEITURE FUND - 105</b>			
REVENUE	\$ -	\$55,308	0%
EXPENDITURES	\$ 58	\$55,308	0%
Net Change in Fund Balance	\$ (58)		
Fund Balance-September 30, 2023 (Unaudited)	125,863		
Fund Balance-October 31, 2023 (Reserves)	<u>\$ 125,805</u>		
<b>TRANSPORTATION SURTAX FUND - 107</b>			
REVENUE	\$ -	\$338,126	0%
EXPENDITURES	\$ -	\$338,126	0%
Net Change in Fund Balance	\$ -		
Fund Balance-September 30, 2023 (Unaudited)	567,333		
Fund Balance-October 31, 2023 (Reserves)	<u>\$ 567,333</u>		
<b>BUILDING FUND - 150</b>			
REVENUE	\$ 169,202	\$1,294,213	13%
EXPENDITURES	121,609	\$1,294,213	9%
Net Change in Fund Balance	\$ 47,593		
Fund Balance-September 30, 2023 (Unaudited)	2,963,482		
Fund Balance-October 31, 2023 (Reserves)	<u>\$ 3,011,075</u>		
<b>CAPITAL PROJECTS FUND - 301</b>			
REVENUE	\$ -	\$2,335,450	0%
EXPENDITURES	-	\$2,335,450	0%
Net Change in Fund Balance	\$ -		
Fund Balance-September 30, 2023 (Unaudited)	8,349,476		
Fund Balance-October 31, 2023 (Reserves)	<u>\$ 8,349,476</u>		

**NOTES:**

1) Many revenues for October 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 \$18,071,829 includes \$8,721,494 committed for operations & maintenance, hurricane/natural disaster, budget stabilization and capital. The balance of \$9,350,335 is unassigned fund balance (reserves).

**B** Includes \$9,471,791 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,627,674 is unassigned fund balance (reserves).

**C** The total fund balance of \$7,231,674 includes \$849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,381,828 is unassigned fund balance (reserves).

**D** Includes \$985,816 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,894,437 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>WATER &amp; SEWER FUND - 401</b>			
REVENUE	\$ 357,277	\$4,480,808	8%
EXPENDITURES	211,707	\$4,480,808	5%
Change in Net Position	\$ 145,570		
Unrestricted Net Position-September 30, 2023 (Unaudited)	(350,162)		
Unrestricted Net Position-October 31, 2023 (Reserves)	\$ (204,592)		
<b>MUNICIPAL PARKING FUND - 402</b>			
REVENUE	\$ 151,720	\$1,721,119	9%
EXPENDITURES	286,589	\$1,721,119	17%
Change in Net Position	\$ (134,869)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	3,239,589		
Unrestricted Net Position-October 31, 2023 (Reserves)	\$ 3,104,720		
<b>SOLID WASTE FUND - 403</b>			
REVENUE	\$ 125,651	\$2,061,293	6%
EXPENDITURES	214,789	\$2,061,293	10%
Change in Net Position	\$ (89,138)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	(56,952)		
Unrestricted Net Position-October 31, 2023 (Reserves)	\$ (146,090)		
<b>STORMWATER FUND - 404</b>			
REVENUE	\$ 84,089	\$1,930,000	4%
EXPENDITURES	33,776	\$1,930,000	2%
Change in Net Position	\$ 50,313		
Unrestricted Net Position-September 30, 2023 (Unaudited)	3,123,948		
Unrestricted Net Position-October 31, 2023 (Reserves)	\$ 3,174,261		
<b>FLEET MANAGEMENT FUND - 501</b>			
REVENUE	\$ 75,939	\$992,264	8%
EXPENDITURES	268,367	\$992,264	27%
Change in Net Position	\$ (192,428)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	1,313,289		
Unrestricted Net Position-October 31, 2023 (Reserves)	\$ 1,120,861		

*Andria Meiri*

Andria Meiri, Budget Officer

*Hector Gomez* H6

Hector Gomez, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2020 - October 2023**

FUND	9/30/2020	9/30/2021	9/30/2022	9/30/2023	10/31/2023	CAGR <sup>(a)</sup>
General	\$ 18,286,748	\$ 21,091,150	\$ 17,599,304	\$ 18,071,829	\$ 15,989,465	-0.4%
Tourist Resort	2,109,658	4,264,457	6,766,124	7,231,674	6,880,253	50.8%
Police Forfeiture	168,289	221,034	176,457	125,863	125,805	-9.2%
Transportation Surtax	442,856	569,453	625,174	567,333	567,333	8.6%
Building	1,991,388	1,904,548	3,079,893	2,963,482	3,011,075	14.2%
Capital Projects	4,899,128	5,894,823	12,354,395	8,349,476	8,349,476	19.4%
Water & Sewer	(1,733,610)	(1,389,877)	(491,258)	(350,162)	(204,592)	70.4%
Municipal Parking	1,293,993	1,657,883	2,284,812	3,239,589	3,104,720	35.8%
Solid Waste	219,615	(271,836)	(18,214)	(56,952)	(146,090)	-163.8%
Stormwater	3,205,050	3,581,622	3,447,087	3,123,948	3,174,261	-0.9%
Fleet Management	825,468	1,091,020	1,349,961	1,313,289	1,120,861	16.7%
<b>Total</b>	<b>\$ 31,708,583</b>	<b>\$ 38,614,277</b>	<b>\$ 47,173,735</b>	<b>\$ 44,579,369</b>	<b>\$ 41,972,567</b>	<b>12.0%</b>

(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 9/30/2020 to 9/30/2023.

ISS: updated on 11/26/2022

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original Submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/12, 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 amendments: 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 building. Includes site plan, site plan amendment, 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 from west side 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 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 Amendment - P&Z November 30th, 2023 w/ DRG 11/7/23	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, Improvements, construction of 3-story building 9322, 9316 & 9300 Collins Ave (See Page 2)	Residential Condominiums	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: 11/70/16, Approved 2/26/19 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurr. Dorian). Additional COVID and TSE/Elia 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	21-14128C	Foundation-Only Permit ready to issue SUBSEQUENTLY ABANDONED BY APPLICANT.	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 Site Plan Ext - filed 11/27/23	58 Units	27 units	None	None		Pending demolition of two existing buildings. Applied for on-site management trailer	Pending Demolition of Two Existing Condominium Buildings.
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 77 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 Significant 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 (See page 2)	18 multi-family units	DRG - 01/02/15, 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 Reconsideration) 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 spreadsheet.
11/18/2021 9165 Collins Ave (formerly the Hillcrest) now Surfclub Residences North	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval TC - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None	None		Demolition of Hillcrest is complete. Applied for Foundation-Only Permit.	DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting. TC approved Site Plan on 4-12-22. Foundation-Only permit 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 application 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, Commissioner and Town Staff. Aim to seek Zoning change.
6/12/2023 8777 Collins Avenue	Site Plan Application proposing 52 unit multi-family building	DRG - 8/9/2023 P&Z - 8/31/2023 TC - 9/27/23 Approved with conditions	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. Approved by Town Commission with condition of FDOT approval for Collins Avenue Loading Dock.
Latest Submittal 8/22/2023 8851 Harding Avenue	8 townhome units	DRG - 9/15/2023 P&Z - 9/28/23 TC - 11/14/2023 Approved Site Plan Ext -	33 units	Current request is for 8 units	None	None		No Building Permit application filed to date.	Site requires unity of title prior to permitting.
10/16/2023 9300 Collins Avenue	Site Plan Application proposing 87 unit multi-family rental building, underground garage and synagogue	DRG - 11/16/2023 P&Z - 11/30/2023 TC - TBD	103 Residential Units	87 Units proposed	None	None			Site Plan application under review ahead of P&Z Board meeting on November 30th, 2023



### Downtown Walkability Improvements



#### Current Project Phase

Design phase  
 Limited permitting for uses.

#### Project Contact Information

Department	Planning
Director	Judith Frankel
Engineer of Record	Marlin Engineering, Inc.
Architect of Record	N/A

#### Funding

<i>Total Study Cost</i>	\$50,000
<i>Design and Implementation strategy cost*</i>	\$120,000

\* Approved by Resolution at Dec. 13 Town Commission meeting

#### Scope

The 2 blocks of Harding Avenue from 94th Street to 96th Street provide the entrance to the Town for those arriving from the north. It is also the commercial hub for residents and is visited by vehicles, pedestrians and bicyclists. The corridor carries through traffic traveling south along busy A1A. An evaluation of the feasibility of providing wider sidewalks in this section of Harding Avenue to support safety, provide a more walkable experience for shoppers and slow vehicle speeds has been conducted. Marlin Engineering presented findings to the Town Commission in September 2022. The second phase will be designing and procurement for the alternative chosen by the Commission.

#### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Notice to Proceed</i>	<i>January 2022</i>	<i>January 2022</i>
<i>Planning Study</i>	<i>January 2022</i>	<i>September 2022</i>
<i>Design Phase *</i>	<i>December 2022</i>	<i>February 2023</i>
<i>Permitting and Implementation*</i>	<i>March 2023</i>	<i>TBD</i>

#### Project Update

Submitted FDOT permit application for build out of curbs. Scope of work commenced in December 2023. Town Commission approved funding to install curbs.



ID	Task Name	Duration	Start	Finish	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25		
1	Kickoff MEETING	1 day	Mon 4/10/23	Mon 4/10/23	Kickoff MEETING																									
2	<b>CONCEPT DEVOLOMPMENT PHASE</b>	<b>45 days</b>	<b>Fri 5/5/23</b>	<b>Thu 7/6/23</b>	CONCEPT DEVOLOMPMENT PHASE																									
3	PREPARE CONCEPT PLANS	20 days	Fri 5/5/23	Thu 6/1/23	PREPARE CONCEPT PLANS																									
4	<b>PUBLIC OUTREACH/ MEETING</b>	1 day	Tue 6/6/23	Tue 6/6/23	PUBLIC OUTREACH/ MEETING																									
5	<b>MEETING WITH COMMISSION</b>	1 day	Wed 6/14/23	Wed 6/14/23	MEETING WITH COMMISSION																									
6	INITIAL UTILITY CONTACT (SEND PLANS TO UAOs)	5 days	Fri 6/2/23	Thu 6/8/23	INITIAL UTILITY CONTACT (SEND PLANS TO UAOs)																									
7	RECEIVE UTILITY MARKUPS	20 days	Fri 6/9/23	Thu 7/6/23	RECEIVE UTILITY MARKUPS																									
8	<b>90% DESIGN PHASE</b>	<b>153 days</b>	<b>Fri 12/1/23</b>	<b>Tue 7/2/24</b>	90% DESIGN PHASE																									
9	PREPARE 90% PLANS	80 days	Fri 12/1/23	Thu 3/21/24	PREPARE 90% PLANS																									
10	MARLIN QA/QC 90% PLANS REVIEW	5 days	Fri 3/22/24	Thu 3/28/24	MARLIN QA/QC 90% PLANS REVIEW																									
11	<b>SUBMIT 90% PLANS</b>	<b>1 day</b>	<b>Fri 3/29/24</b>	<b>Fri 3/29/24</b>	SUBMIT 90% PLANS																									
12	<i>CITY REVIEW 90% PLANS</i>	10 days	Mon 4/1/24	Fri 4/12/24	CITY REVIEW 90% PLANS																									
13	RESPOND TO 90% COMMENTS	10 days	Mon 4/15/24	Fri 4/26/24	RESPOND TO 90% COMMENTS																									

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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



### Current Project Phase

Construction phase

### Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Architect of Record	Savino Miller Design
Project Management	300 Engineering
General Contractor	Lunacon Construction

### Funding

<i>Contract Amount</i>	\$7,800,000
<i>contracted*</i>	September 28, 2022
<i>Budget Approval Date</i>	

<i>Commission Authorization to Expend Date</i>	November 15, 2022
--	-------------------

### Scope

The Town has finalized the design of 96<sup>th</sup> Street Park and is currently finalizing the permits required to commence the construction phase. RFP 2022-05 was advertised with bids received and evaluated.

The project is a full park re-development with a 2-story multi-use structure, an artificial turf field, and play ground area. A kayak launch component has also been incorporated.

### Project Timeline

*Procurement and Selection*  
*Permitting*  
*Construction (est.)*  
*Commissioning (est.)*

### Phase Start

*August 2022*  
*March 2022*  
*January 2023*  
*January 2024*

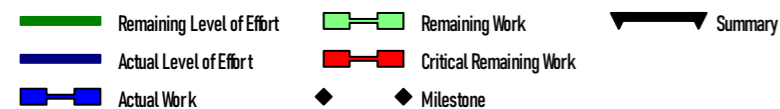
### Phase End

*November 2022*  
*January 2023*  
*January 2024*  
*March 2024*

### Project Update

Construction topping out occurred. All playground equipment area were installed in November 2023. Kayak launch is being fabricated off-site.

Activity ID	Activity Name	Activity Status	Critical	Original Duration	Actual Duration	Remaining Duration	Start	Finish	Total Float	Duration % Complete	2023				2024					
											Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Surfside 96th Street Park_Monthly Update -October2023</b>				371	246	131	28-Feb-23 A	10-Mar-24	-31	64.7%	10-Mar-24, Surfside 96th Street Park_Monthly Update -October2023									
<b>Milestone</b>				371	246	131	28-Feb-23 A	10-Mar-24	-31	64.7%	10-Mar-24, Milestone									
<b>General Milestones</b>				40	0	40	30-Jan-24	10-Mar-24	-31	0%	10-Mar-24, General Milestones									
BL011050	Testing and Commissioning Start	Not Started	<input type="checkbox"/>	0	0	0	30-Jan-24		9	0%	◆ Testing and Commissioning Start									
BL011060	Apply for CO Inspection	Not Started	<input checked="" type="checkbox"/>	0	0	0	07-Feb-24		-31	0%	◆ Apply for CO Inspection									
BL011062	Inspector on Site	Not Started	<input checked="" type="checkbox"/>	0	0	0	08-Feb-24		-31	0%	◆ Inspector on Site									
BL011070	Substantial Completion	Not Started	<input checked="" type="checkbox"/>	0	0	0		09-Feb-24	-31	0%	◆ Substantial Completion									
BL011080	Project Final Completion	Not Started	<input checked="" type="checkbox"/>	0	0	0		10-Mar-24	-31	0%	◆ Project Final Completion									
<b>Client Milestones</b>				99	0	99	01-Nov-23	08-Feb-24	-29	0%	08-Feb-24, Client Milestones									
BL011026	Landscaping Start	Not Started	<input type="checkbox"/>	0	0	0	09-Dec-23		-14	0%	◆ Landscaping Start									
BL011039	Kayak Launch Start	Not Started	<input type="checkbox"/>	0	0	0	09-Dec-23		-14	0%	◆ Kayak Launch Start									
BL011030	Playground Equipments Installation Start	Not Started	<input type="checkbox"/>	0	0	0	12-Jan-24		-2	0%	◆ Playground Equipments Installation									
BL011040	Kayak Launch Complete	Not Started	<input type="checkbox"/>	0	0	0		06-Feb-24	-28	0%	◆ Kayak Launch Complete									
BL011035	Playground Equipments Installation Complete	Not Started	<input type="checkbox"/>	0	0	0		08-Feb-24	-29	0%	◆ Playground Equipments Installation									
ELEV0013	Elevator Final Completion	Not Started	<input type="checkbox"/>	0	0	0		06-Feb-24	-28	0%	◆ Elevator Final Completion									
BL011025	2-Storey building construction Complete	Not Started	<input type="checkbox"/>	0	0	0		07-Feb-24	-29	0%	◆ 2-Storey building construction Complete									
BL011027	Landscaping Complete	Not Started	<input type="checkbox"/>	0	0	0		01-Feb-24	-23	0%	◆ Landscaping Complete									
CO#31000	Change Order #3 Submitted for Review	Not Started	<input type="checkbox"/>	0	0	0	01-Nov-23		-22	0%	◆ Change Order #3 Submitted for Review									
CO#31010	Change Order #3 Approved by Client	Not Started	<input type="checkbox"/>	0	0	0		15-Nov-23	-22	0%	◆ Change Order #3 Approved by Client									
<b>Work Summary</b>				371	246	131	28-Feb-23 A	10-Mar-24	-31	64.7%	10-Mar-24, Work Summary									
BL14710	Construction Day 1 to Substantial Completion	In Progress	<input type="checkbox"/>	300	246	99	28-Feb-23 A	07-Feb-24	-29	67.01%	Construction Day 1 to Substantial Completion									
BL14720	Punchlist Duration	Not Started	<input type="checkbox"/>	30	0	30	09-Feb-24	10-Mar-24	-31	0%	Punchlist Duration									
<b>Hydraulic Elevator</b>				214	118	91	06-Jul-23 A	30-Jan-24	-21	57.52%	30-Jan-24, Hydraulic Elevator									
ELEV0010	Elevator Fabrication Time (Long Lead Item)	In Progress	<input type="checkbox"/>	139	118	69	06-Jul-23 A	08-Jan-24	-33	50.43%	Elevator Fabrication Time (Long Lead Item)									
<b>Elevator Milestones</b>				22	0	22	08-Jan-24	30-Jan-24	-21	0%	30-Jan-24, Elevator Milestones									
ELEV0007	Fabrication Complete-Ready for Delivery	Not Started	<input type="checkbox"/>	0	0	0		08-Jan-24	-24	0%	◆ Fabrication Complete-Ready for Delivery									
ELEV0011	Elevator at Site	Not Started	<input type="checkbox"/>	0	0	0		18-Jan-24	-34	0%	◆ Elevator at Site									
ELEV0012	Elevator Installation Complete-Ready for Testing and Commissioning	Not Started	<input type="checkbox"/>	0	0	0		30-Jan-24	-21	0%	◆ Elevator Installation Complete-Ready for Testing and Commissioning									
<b>Pre-Installation</b>				145	84	61	24-Jul-23 A	18-Jan-24	-26	57.95%	18-Jan-24, Pre-Installation									
BL12580	Procurement,Purchase Order and Fabrication of Elevator	In Progress	<input type="checkbox"/>	110	84	53	24-Jul-23 A	08-Jan-24	-26	51.85%	Procurement,Purchase Order and Fabrication of Elevator									
BL13120	Material Deliveries for Elevator (Long Lead Item)	Not Started	<input type="checkbox"/>	8	0	8	08-Jan-24	18-Jan-24	-26	0%	Material Deliveries for Elevator (Long Lead Item)									
<b>Installation</b>				38	0	38	14-Dec-23	30-Jan-24	-17	0%	30-Jan-24, Installation									
BL14330	Shafts Construction	Not Started	<input type="checkbox"/>	25	0	25	14-Dec-23	13-Jan-24	-23	0%	Shafts Construction									
BL14340	Mechanical Equipment Installation	Not Started	<input type="checkbox"/>	6	0	6	18-Jan-24	25-Jan-24	-26	0%	Mechanical Equipment Installation									
BL14350	Elevator Car Installation	Not Started	<input type="checkbox"/>	6	0	6	23-Jan-24	30-Jan-24	-26	0%	Elevator Car Installation									
BL14360	Elevator Jambs Installation	Not Started	<input type="checkbox"/>	4	0	4	25-Jan-24	30-Jan-24	-17	0%	Elevator Jambs Installation									
<b>Elevator Room Requirement</b>				34	0	34	01-Dec-23	12-Jan-24	-3	0%	12-Jan-24, Elevator Room Requirement									
ELEV0020	CMU Wall	Not Started	<input type="checkbox"/>	5	0	5	01-Dec-23	07-Dec-23	-3	0%	CMU Wall									
ELEV0030	Ceiling Installation	Not Started	<input type="checkbox"/>	4	0	4	07-Dec-23	12-Dec-23	-3	0%	Ceiling Installation									
ELEV0025	MEPF Installation	Not Started	<input type="checkbox"/>	15	0	15	12-Dec-23	30-Dec-23	-3	0%	MEPF Installation									
ELEV0040	Interior Finish	Not Started	<input type="checkbox"/>	7	0	7	30-Dec-23	09-Jan-24	-3	0%	Interior Finish									
ELEV0050	Elevator Equipments Installation	Not Started	<input type="checkbox"/>	3	0	3	09-Jan-24	12-Jan-24	-3	0%	Elevator Equipments Installation									
<b>Statutory Requirements/Permits</b>				35	0	35	01-Nov-23	15-Dec-23	4	0%	15-Dec-23, Statutory Requirements/Permits									
BL15360	Submit and Acquire Kayak Launch Permit	Not Started	<input type="checkbox"/>	22	0	22	01-Nov-23	30-Nov-23	-18	0%	Submit and Acquire Kayak Launch Permit									
BL15400	Submit and Acquire Roofing Permit	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-11	0%	Submit and Acquire Roofing Permit									
BL15420	Submit and Acquire Window and Store front Permit	Not Started	<input type="checkbox"/>	35	0	35	01-Nov-23	15-Dec-23	-4	0%	Submit and Acquire Window and Store front Permit									
BL15430	Submit and Acquire Elevator Permit	Not Started	<input type="checkbox"/>	30	0	30	01-Nov-23	09-Dec-23	9	0%	Submit and Acquire Elevator Permit									
BL15450	Submit and Acquire Fire Suppression Permit	Not Started	<input type="checkbox"/>	32	0	32	01-Nov-23	12-Dec-23	-5	0%	Submit and Acquire Fire Suppression Permit									
BL15460	Submit and Acquire Doors Permit	Not Started	<input type="checkbox"/>	15	0	15	01-Nov-23	18-Nov-23	-4	0%	Submit and Acquire Doors Permit									
<b>Engineering / Shop Drawings</b>				172	144	24	11-May-23 A	02-Dec-23	-5	86.05%	02-Dec-23, Engineering / Shop Drawings									
<b>Submittals</b>				169	144	21	11-May-23 A	29-Nov-23	-10	87.57%	29-Nov-23, Submittals									
<b>Land Development and Playground</b>				169	144	21	11-May-23 A	29-Nov-23	-10	87.57%	29-Nov-23, Land Development and Playground									



LCG-Surfside96thStreet-Total Float >=10  
**Surfside 96th Street Park\_Monthly Update -October2023**



Activity ID	Activity Name	Activity Status	Critical	Original Duration	Actual Duration	Remaining Duration	Start	Finish	Total Float	Duration % Complete	2023				2024					
											Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
BL011100	Submit Shop drawings for Playground Equipment	In Progress	<input type="checkbox"/>	21	144	2	11-May-23 A	02-Nov-23	-3	90.48%										
BL011170	Submit Shop drawings for Rubberized Surface	Not Started	<input type="checkbox"/>	21	0	21	01-Nov-23	29-Nov-23	-10	0%										
BL011230	Submit Shop drawings for Fence & Gate	In Progress	<input type="checkbox"/>	12	33	2	22-Sep-23 A	03-Nov-23	-8	80%										
<b>2-Storey Building Construction</b>				<b>105</b>	<b>121</b>	<b>6</b>	<b>08-Jun-23 A</b>	<b>07-Nov-23</b>	<b>-5</b>	<b>94.29%</b>										
BL011280	Submit Shop drawings for Architectural Concrete	In Progress	<input type="checkbox"/>	12	121	6	08-Jun-23 A	07-Nov-23	-25	50%										
BL011270	Submit Shop drawings for Concrete - Equipment Pads and Curbs	In Progress	<input type="checkbox"/>	12	33	6	22-Sep-23 A	07-Nov-23	-5	50%										
<b>Review and Approval</b>				<b>39</b>	<b>22</b>	<b>24</b>	<b>05-Oct-23 A</b>	<b>02-Dec-23</b>	<b>-5</b>	<b>38.46%</b>										
<b>Land Development and Playground</b>				<b>20</b>	<b>22</b>	<b>20</b>	<b>05-Oct-23 A</b>	<b>29-Nov-23</b>	<b>-8</b>	<b>0%</b>										
BL11700	Client/AE Review and Approval for Pavements and Curbs	In Progress	<input type="checkbox"/>	15	22	2	05-Oct-23 A	02-Nov-23	-7	90%										
BL11770	Client/AE Review and Approval for Fence & Gate	Not Started	<input type="checkbox"/>	18	0	18	03-Nov-23	29-Nov-23	-8	0%										
<b>2-Storey Building Construction</b>				<b>39</b>	<b>17</b>	<b>24</b>	<b>12-Oct-23 A</b>	<b>02-Dec-23</b>	<b>-5</b>	<b>38.46%</b>										
BL11820	Client/AE Review and Approval for Architectural Concrete	Not Started	<input type="checkbox"/>	15	0	15	08-Nov-23	29-Nov-23	-25	0%										
BL11810	Client/AE Review and Approval for Concrete - Equipment Pads and Curbs	Not Started	<input type="checkbox"/>	18	0	18	08-Nov-23	02-Dec-23	-5	0%										
BL11870	Client/AE Review and Approval for Cabinets and Countertops	Not Started	<input type="checkbox"/>	18	0	18	01-Nov-23	22-Nov-23	-16	0%										
BL11890	Client/AE Review and Approval for Metal Frames and Doors	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-25	0%										
BL11910	Client/AE Review and Approval for Door Hardware	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-15	0%										
BL11930	Client/AE Review and Approval for Glass Railing	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-13	0%										
BL11940	Client/AE Review and Approval for Aluminium Louvers	In Progress	<input type="checkbox"/>	12	17	6	12-Oct-23 A	07-Nov-23	-21	50%										
<b>Procurement / Material Deliveries</b>				<b>110</b>	<b>141</b>	<b>61</b>	<b>15-May-23 A</b>	<b>18-Jan-24</b>	<b>-11</b>	<b>44.55%</b>										
<b>Procurement and Purchase Orders</b>				<b>95</b>	<b>141</b>	<b>46</b>	<b>15-May-23 A</b>	<b>29-Dec-23</b>	<b>-15</b>	<b>51.58%</b>										
<b>Land Development and Playground</b>				<b>33</b>	<b>0</b>	<b>33</b>	<b>01-Nov-23</b>	<b>13-Dec-23</b>	<b>-9</b>	<b>0%</b>										
BL12270	Procurement of Materials and Purchase Order for Sewerage Works	Not Started	<input type="checkbox"/>	6	0	6	01-Nov-23	07-Nov-23	-25	0%										
BL12210	Procurement of Materials and Purchase Order for Shrubs and Grass Cover	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-3	0%										
BL12220	Procurement of Materials and Purchase Order for SOD, Melch and others	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	4	0%										
BL12240	Procurement of Materials and Purchase Order for Pavements and Curbs	Not Started	<input type="checkbox"/>	12	0	12	02-Nov-23	17-Nov-23	-7	0%										
BL12230	Procurement of Materials and Purchase Order for Irrigation	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	3	0%										
BL12300	Procurement of Materials and Purchase Order for Basketball Court	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-10	0%										
BL12310	Procurement of Materials and Purchase Order for Fence & Gate	Not Started	<input type="checkbox"/>	12	0	12	29-Nov-23	13-Dec-23	-8	0%										
BL12250	Procurement of Materials and Purchase Order for Rubberized Surface	Not Started	<input type="checkbox"/>	12	0	12	30-Nov-23	13-Dec-23	-10	0%										
<b>2-Storey Building Construction</b>				<b>95</b>	<b>141</b>	<b>46</b>	<b>15-May-23 A</b>	<b>29-Dec-23</b>	<b>-15</b>	<b>51.58%</b>										
BL12620	Procurement of Materials and Purchase Order for Electrical Works	In Progress	<input type="checkbox"/>	45	90	14	17-Jul-23 A	17-Nov-23	-6	68.89%										
BL12530	Procurement of Materials and Purchase Order for Wall Tiling Works	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-23	0%										
BL12630	Procurement of Materials and Purchase Order for Fire Alarm Works	Not Started	<input type="checkbox"/>	30	0	30	01-Nov-23	09-Dec-23	-23	0%										
BL12420	Procurement of Materials and Purchase Order for Roof Thermal Moisture Protection Works	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-23	0%										
BL12460	Procurement of Materials and Purchase Order for Aluminium Windows and Storefronts	Not Started	<input type="checkbox"/>	32	0	32	01-Nov-23	12-Dec-23	-9	0%										
BL12540	Procurement of Materials and Purchase Order for Interior Painting	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-18	0%										
BL12610	Procurement of Materials and Purchase Order for HVAC Works	In Progress	<input type="checkbox"/>	20	17	11	12-Oct-23 A	14-Nov-23	-2	45%										
BL12550	Procurement of Materials and Purchase Order for Exterior Painting	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-25	0%										
BL12570	Procurement of Materials and Purchase Order for Toilet Accessories	Not Started	<input type="checkbox"/>	45	0	45	01-Nov-23	28-Dec-23	-15	0%										
BL12360	Procurement of Materials and Purchase Order for Architectural Concrete	Not Started	<input type="checkbox"/>	12	0	12	30-Nov-23	13-Dec-23	-25	0%										
BL12450	Procurement of Materials and Purchase Order for Door Hardware	Not Started	<input type="checkbox"/>	30	0	30	16-Nov-23	23-Dec-23	-15	0%										
BL12480	Procurement of Materials and Purchase Order for Aluminium Louvers	Not Started	<input type="checkbox"/>	40	0	40	08-Nov-23	29-Dec-23	-21	0%										
BL12500	Procurement of Materials and Purchase Order for Drywall Works	Not Started	<input type="checkbox"/>	5	0	5	01-Nov-23	06-Nov-23	-21	0%										
BL12510	Procurement of Materials and Purchase Order for Ceiling Works	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	0	0%										
BL12520	Procurement of Materials and Purchase Order for Floor Finishes	Not Started	<input checked="" type="checkbox"/>	23	0	23	01-Nov-23	01-Dec-23	-26	0%										
BL12560	Procurement of Materials and Purchase Order for Signages	Not Started	<input type="checkbox"/>	30	0	30	01-Nov-23	09-Dec-23	-1	0%										
BL12600	Procurement of Materials and Purchase Order for Plumbing Works	In Progress	<input type="checkbox"/>	40	141	26	15-May-23 A	05-Dec-23	-19	35%										
BL12430	Procurement of Materials and Purchase Order for Metal Frames and Doors	Not Started	<input type="checkbox"/>	12	0	12	16-Nov-23	02-Dec-23	-25	0%										
BL12370	Procurement of Materials and Purchase Order for Masonry & Veneer Works	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-1	0%										
BL12350	Procurement of Materials and Purchase Order for Concrete - Equipment Pads and Curbs	Not Started	<input type="checkbox"/>	12	0	12	04-Dec-23	16-Dec-23	-5	0%										
BL12390	Procurement of Materials and Purchase Order for Embedded Metal Works	Not Started	<input type="checkbox"/>	12	0	12	01-Nov-23	15-Nov-23	-23	0%										

█ Remaining Level of Effort    ▬ Remaining Work    ▬ Summary  
▬ Actual Level of Effort    ▬ Critical Remaining Work  
■ Actual Work    ◆ Milestone

**LCG-Surfside96thStreet-Total Float >=10**  
**Surfside 96th Street Park\_Monthly Update -October2023**

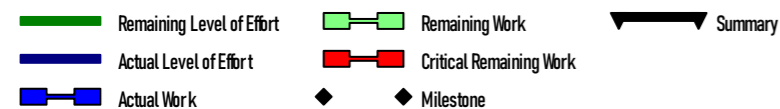
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 PC-758-BLRS1\_UP32  
 Data Date: 31-Oct-23







Activity ID	Activity Name	Activity Status	Critical	Original Duration	Actual Duration	Remaining Duration	Start	Finish	Total Float	Duration % Complete	2023				2024					
											Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
BL13710	Metal Picket Fence and Gates Installation	Not Started	<input type="checkbox"/>	9	0	9	11-Jan-24	22-Jan-24	-19	0%										
<b>Irrigation Works</b>				<b>22</b>	<b>0</b>	<b>22</b>	<b>06-Jan-24</b>	<b>01-Feb-24</b>	<b>-19</b>	<b>0%</b>										
BL13720	Irrigation Line Layout	Not Started	<input type="checkbox"/>	2	0	2	06-Jan-24	09-Jan-24	-24	0%										
BL13730	Waterway and Pipe laying	Not Started	<input type="checkbox"/>	3	0	3	09-Jan-24	12-Jan-24	-24	0%										
BL13740	Sprinkler Heads Installation	Not Started	<input type="checkbox"/>	3	0	3	12-Jan-24	17-Jan-24	-14	0%										
BL13750	Device and Controls Installation	Not Started	<input type="checkbox"/>	6	0	6	23-Jan-24	29-Jan-24	-19	0%										
BL13760	Line Connection to Watersupply and ELVs	Not Started	<input type="checkbox"/>	3	0	3	30-Jan-24	01-Feb-24	-19	0%										
<b>Park Equipments and Site Furnitures Installation</b>				<b>46</b>	<b>0</b>	<b>46</b>	<b>13-Dec-23</b>	<b>08-Feb-24</b>	<b>-24</b>	<b>0%</b>										
BL13770	Benches and Chairs Installation	Not Started	<input type="checkbox"/>	4	0	4	12-Jan-24	18-Jan-24	-24	0%										
BL13780	Tables Installation	Not Started	<input type="checkbox"/>	3	0	3	18-Jan-24	22-Jan-24	-24	0%										
BL13790	Bike Rack Installation	Not Started	<input type="checkbox"/>	4	0	4	22-Jan-24	26-Jan-24	-24	0%										
BL13800	Trash and Recycle Receptacle Installation	Not Started	<input type="checkbox"/>	2	0	2	22-Jan-24	24-Jan-24	-24	0%										
BL13810	Berliners Installation	Not Started	<input type="checkbox"/>	13	0	13	24-Jan-24	08-Feb-24	-24	0%										
BL13830	Fitness and Exercise Equipments Installation	Not Started	<input type="checkbox"/>	6	0	6	13-Dec-23	19-Dec-23	-3	0%										
<b>Community Building</b>				<b>185</b>	<b>105</b>	<b>78</b>	<b>28-Jun-23 A</b>	<b>07-Feb-24</b>	<b>-24</b>	<b>57.84%</b>										
<b>Foundation</b>				<b>3</b>	<b>105</b>	<b>1</b>	<b>28-Jun-23 A</b>	<b>02-Nov-23</b>	<b>-16</b>	<b>60%</b>										
BL13856	Compaction	In Progress	<input type="checkbox"/>	3	105	1	28-Jun-23 A	02-Nov-23	-16	60%										
<b>Structure</b>				<b>17</b>	<b>0</b>	<b>17</b>	<b>02-Nov-23</b>	<b>22-Nov-23</b>	<b>-12</b>	<b>0%</b>										
<b>Shell Structure</b>				<b>17</b>	<b>0</b>	<b>17</b>	<b>02-Nov-23</b>	<b>22-Nov-23</b>	<b>-12</b>	<b>0%</b>										
<b>Ground Level</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>02-Nov-23</b>	<b>02-Nov-23</b>	<b>-15</b>	<b>0%</b>										
RSBL1620	Remove Shoring for 1st Level	Not Started	<input type="checkbox"/>	0	0	0	02-Nov-23		-15	0%										
<b>2nd Level</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>20-Nov-23</b>	<b>20-Nov-23</b>	<b>-12</b>	<b>0%</b>										
RSBL1630	Remove Shoring for 2nd Level	Not Started	<input type="checkbox"/>	0	0	0	20-Nov-23		-12	0%										
<b>Roof Level</b>				<b>17</b>	<b>0</b>	<b>17</b>	<b>02-Nov-23</b>	<b>22-Nov-23</b>	<b>-12</b>	<b>0%</b>										
RSBL1470	Stripping roof slab and beams	Not Started	<input type="checkbox"/>	1	0	1	02-Nov-23	03-Nov-23	-16	0%										
RSBL1480	Re-shoring	Not Started	<input type="checkbox"/>	2	0	2	20-Nov-23	22-Nov-23	-12	0%										
<b>Interior Works</b>				<b>71</b>	<b>90</b>	<b>71</b>	<b>17-Jul-23 A</b>	<b>07-Feb-24</b>	<b>-24</b>	<b>0%</b>										
<b>Ground Level</b>				<b>70</b>	<b>90</b>	<b>70</b>	<b>17-Jul-23 A</b>	<b>06-Feb-24</b>	<b>-23</b>	<b>0%</b>										
<b>Substrate</b>				<b>11</b>	<b>0</b>	<b>11</b>	<b>09-Nov-23</b>	<b>22-Nov-23</b>	<b>-21</b>	<b>0%</b>										
BL14020	CMU Wall Installation	Not Started	<input type="checkbox"/>	6	0	6	09-Nov-23	16-Nov-23	-21	0%										
BL14030	Gypsumboard Installation	Not Started	<input type="checkbox"/>	8	0	8	09-Nov-23	18-Nov-23	-21	0%										
BL14025	Drywall Partition Framing Installation	Not Started	<input type="checkbox"/>	7	0	7	09-Nov-23	17-Nov-23	-21	0%										
BL14050	Touching up and Patching	Not Started	<input type="checkbox"/>	3	0	3	20-Nov-23	22-Nov-23	-21	0%										
<b>MEPF Works</b>				<b>50</b>	<b>90</b>	<b>37</b>	<b>17-Jul-23 A</b>	<b>16-Jan-24</b>	<b>-9</b>	<b>25.2%</b>										
<b>HVAC</b>				<b>38</b>	<b>6</b>	<b>33</b>	<b>25-Oct-23 A</b>	<b>10-Jan-24</b>	<b>-13</b>	<b>11.17%</b>										
BL14070	Ducting Works Installation	In Progress	<input type="checkbox"/>	6	6	1	25-Oct-23 A	01-Dec-23	-3	90%										
BL14080	Vents and Devices Installation	Not Started	<input type="checkbox"/>	4	0	4	06-Jan-24	10-Jan-24	-13	0%										
<b>Plumbing and Sanitary</b>				<b>46</b>	<b>90</b>	<b>7</b>	<b>17-Jul-23 A</b>	<b>10-Jan-24</b>	<b>-5</b>	<b>84.78%</b>										
BL14090	Supports and Brackets Installation (Rough-ins)	In Progress	<input type="checkbox"/>	4	90	4	17-Jul-23 A	09-Jan-24	-19	0%										
BL14100	Pipe Installation	In Progress	<input type="checkbox"/>	4	90	3	17-Jul-23 A	05-Jan-24	-19	25%										
BL14110	Final Fix Installation	Not Started	<input type="checkbox"/>	4	0	4	06-Jan-24	10-Jan-24	-5	0%										
<b>Electrical</b>				<b>25</b>	<b>0</b>	<b>25</b>	<b>30-Nov-23</b>	<b>30-Dec-23</b>	<b>-3</b>	<b>0%</b>										
BL14160	Duct and Trays Installation	Not Started	<input type="checkbox"/>	12	0	12	30-Nov-23	14-Dec-23	-3	0%										
BL14170	Cable Laying and Wire Pulling	Not Started	<input type="checkbox"/>	9	0	9	14-Dec-23	26-Dec-23	-3	0%										
BL14210	Outlets, Lighting and other Devices Installation	Not Started	<input type="checkbox"/>	4	0	4	26-Dec-23	30-Dec-23	-3	0%										
<b>Fire Alarm</b>				<b>14</b>	<b>0</b>	<b>14</b>	<b>29-Dec-23</b>	<b>16-Jan-24</b>	<b>-18</b>	<b>0%</b>										
BL14180	Supports and Brackets Installation	Not Started	<input type="checkbox"/>	5	0	5	29-Dec-23	04-Jan-24	-23	0%										
BL14190	Wiring Installation	Not Started	<input type="checkbox"/>	5	0	5	05-Jan-24	10-Jan-24	-18	0%										
BL14200	Smoke detectors and Device controls Installation	Not Started	<input type="checkbox"/>	4	0	4	11-Jan-24	16-Jan-24	-18	0%										
<b>Architectural Finishes</b>				<b>59</b>	<b>0</b>	<b>59</b>	<b>27-Nov-23</b>	<b>06-Feb-24</b>	<b>-23</b>	<b>0%</b>										
<b>Ceiling</b>				<b>5</b>	<b>0</b>	<b>5</b>	<b>03-Jan-24</b>	<b>08-Jan-24</b>	<b>-13</b>	<b>0%</b>										
BL14040	Ceiling Grid Installation	Not Started	<input type="checkbox"/>	3	0	3	05-Jan-24	08-Jan-24	-13	0%										
BL14220	Ceiling Panel Board Installation	Not Started	<input type="checkbox"/>	3	0	3	03-Jan-24	05-Jan-24	-13	0%										

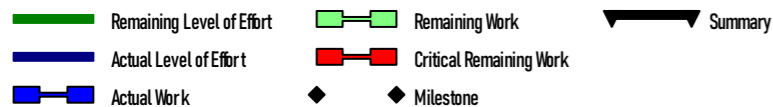


LCG-Surfside96thStreet-Total Float >=10  
**Surfside 96th Street Park\_Monthly Update -October2023**





Activity ID	Activity Name	Activity Status	Critical	Original Duration	Actual Duration	Remaining Duration	Start	Finish	Total Float	Duration % Complete	2023				2024					
											Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Wall</b>																				
BL14230	Wall Primer Painting	Not Started	<input type="checkbox"/>	11	0	11	27-Nov-23	08-Dec-23	-21	0%	19-Dec-23, Wall									
BL14240	Wall Final Painting	Not Started	<input type="checkbox"/>	11	0	11	07-Dec-23	19-Dec-23	-21	0%	Wall Primer Painting									
BL14250	Wall Tiles Installation	Not Started	<input type="checkbox"/>	6	0	6	13-Dec-23	19-Dec-23	-23	0%	Wall Final Painting									
<b>Floor</b>																				
BL14260	Floor Surface Preparation	Not Started	<input checked="" type="checkbox"/>	9	0	9	20-Dec-23	30-Dec-23	-26	0%	05-Jan-24, Floor									
BL14270	Floor Tiles Installation	Not Started	<input checked="" type="checkbox"/>	9	0	9	26-Dec-23	05-Jan-24	-26	0%	Floor Surface Preparation									
BL14280	Floor Epoxy Finish	Not Started	<input type="checkbox"/>	6	0	6	26-Dec-23	02-Jan-24	-25	0%	Floor Tiles Installation									
BL14290	Floor Terrazzo Finish	Not Started	<input type="checkbox"/>	6	0	6	26-Dec-23	02-Jan-24	-25	0%	Floor Epoxy Finish									
<b>Doors and Windows</b>																				
BL15240	Aluminium Window Frames Installation	Not Started	<input type="checkbox"/>	8	0	8	16-Dec-23	26-Dec-23	-4	0%	01-Feb-24, Doors and Windows									
BL14300	Door Frame/Jambs Installation	Not Started	<input type="checkbox"/>	12	0	12	18-Dec-23	02-Jan-24	-25	0%	Aluminium Window Frames Installation									
BL15250	Glass Window Installation	Not Started	<input type="checkbox"/>	5	0	5	27-Dec-23	02-Jan-24	4	0%	Door Frame/Jambs Installation									
BL15310	Aluminium Louvers Installation	Not Started	<input type="checkbox"/>	12	0	12	19-Jan-24	01-Feb-24	-21	0%	Glass Window Installation									
BL14310	Door Leaf Installation	Not Started	<input checked="" type="checkbox"/>	3	0	3	04-Jan-24	06-Jan-24	-26	0%	Aluminium Louvers Installation									
BL14320	Ironmongery Works	Not Started	<input type="checkbox"/>	9	0	9	18-Jan-24	27-Jan-24	-15	0%	Door Leaf Installation									
<b>Misc Works</b>																				
<b>Other Specialties</b>																				
BL14410	Wood Veneer Countertop Installation	Not Started	<input type="checkbox"/>	12	0	12	16-Jan-24	29-Jan-24	-16	0%	06-Feb-24, Misc Works									
BL14430	Internal Signages Installation	Not Started	<input type="checkbox"/>	2	0	2	06-Jan-24	08-Jan-24	-1	0%	06-Feb-24, Other Specialties									
BL14440	Toilet Accessories Installation	Not Started	<input type="checkbox"/>	6	0	6	19-Jan-24	25-Jan-24	-15	0%	Wood Veneer Countertop Installation									
BL14380	Aluminium Guard Rail Installation	Not Started	<input checked="" type="checkbox"/>	6	0	6	08-Jan-24	13-Jan-24	-26	0%	Internal Signages Installation									
BL14390	Aluminium Screen Wall and Gate	Not Started	<input type="checkbox"/>	4	0	4	08-Jan-24	11-Jan-24	-25	0%	Toilet Accessories Installation									
BL14400	Sump Pit Cover and Frame Installation	Not Started	<input type="checkbox"/>	1	0	1	11-Jan-24	12-Jan-24	-25	0%	Aluminium Guard Rail Installation									
BL14420	Glass Railing Installation	Not Started	<input checked="" type="checkbox"/>	7	0	7	16-Jan-24	23-Jan-24	-26	0%	Aluminium Screen Wall and Gate									
BL14370	Roof Access Ladder Installation	Not Started	<input type="checkbox"/>	1	0	1	05-Feb-24	06-Feb-24	-25	0%	Sump Pit Cover and Frame Installation									
<b>2nd Level</b>																				
<b>Substrate</b>																				
BL14790	CMU Wall Installation	Not Started	<input type="checkbox"/>	6	0	6	22-Nov-23	02-Dec-23	-12	0%	07-Feb-24, 2nd Level									
BL14800	Gypsumboard Installation	Not Started	<input type="checkbox"/>	11	0	11	22-Nov-23	08-Dec-23	-12	0%	12-Dec-23, Substrate									
BL14795	Drywall Partition Framing Installation	Not Started	<input type="checkbox"/>	12	0	12	22-Nov-23	09-Dec-23	-12	0%	CMU Wall Installation									
BL14820	Touching up and Patching	Not Started	<input type="checkbox"/>	3	0	3	08-Dec-23	12-Dec-23	-12	0%	Gypsumboard Installation									
<b>MEPF Works</b>																				
<b>HVAC</b>																				
BL14830	Supports and Brackets Installation	Not Started	<input type="checkbox"/>	8	0	8	02-Dec-23	12-Dec-23	-5	0%	20-Jan-24, MEPF Works									
BL14840	Ducting Works Installation	Not Started	<input type="checkbox"/>	11	0	11	12-Dec-23	26-Dec-23	-5	0%	16-Jan-24, HVAC									
BL14850	Vents and Devices Installation	Not Started	<input type="checkbox"/>	4	0	4	11-Jan-24	16-Jan-24	-17	0%	Supports and Brackets Installation									
<b>Plumbing and Sanitary</b>																				
BL14860	Supports and Brackets Installation	In Progress	<input type="checkbox"/>	4	4	3	27-Oct-23 A	13-Jan-24	-23	30%	20-Jan-24, Plumbing and Sanitary									
BL14870	Pipe Installation	Not Started	<input type="checkbox"/>	4	0	4	11-Jan-24	17-Jan-24	-23	0%	Pipe Installation									
BL14880	Final Fix Installation	Not Started	<input type="checkbox"/>	3	0	3	17-Jan-24	20-Jan-24	-13	0%	Final Fix Installation									
<b>Fire Suppression</b>																				
BL14910	Fire Extinguishers Installation	Not Started	<input type="checkbox"/>	2	0	2	13-Dec-23	14-Dec-23	6	0%	14-Dec-23, Fire Suppression									
<b>Electrical</b>																				
BL14920	Supports and Brackets Installation (Rough-ins)	In Progress	<input type="checkbox"/>	10	3	7	27-Oct-23 A	08-Dec-23	-6	30%	04-Jan-24, Electrical									
BL14930	Duct and Trays Installation	In Progress	<input type="checkbox"/>	12	3	8	27-Oct-23 A	18-Dec-23	-6	30%	Supports and Brackets Installation (Rough-ins)									
BL14940	Cable Laying and Wire Pulling	Not Started	<input type="checkbox"/>	9	0	9	19-Dec-23	29-Dec-23	-6	0%	Duct and Trays Installation, Duct and Trays									
BL14980	Outlets, Lighting and other Devices Installation	Not Started	<input type="checkbox"/>	4	0	4	30-Dec-23	04-Jan-24	-6	0%	Cable Laying and Wire Pulling									
<b>Fire Alarm</b>																				
BL14950	Supports and Brackets Installation	Not Started	<input type="checkbox"/>	5	0	5	05-Jan-24	10-Jan-24	-23	0%	17-Jan-24, Fire Alarm									
BL14960	Wiring Installation	Not Started	<input type="checkbox"/>	3	0	3	11-Jan-24	13-Jan-24	-19	0%	Supports and Brackets Installation									
BL14970	Smoke detectors and Device controls Installation	Not Started	<input type="checkbox"/>	2	0	2	16-Jan-24	17-Jan-24	-19	0%	Wiring Installation									



LCG-Surfside96thStreet-Total Float >=10  
**Surfside 96th Street Park\_Monthly Update -October2023**

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 Data Date: 31-Oct-23



Activity ID	Activity Name	Activity Status	Critical	Original Duration	Actual Duration	Remaining Duration	Start	Finish	Total Float	Duration % Complete	2023				2024					
											Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Architectural Finishes</b>											07-Feb-24, Architectural Finishes									
<b>Ceiling</b>											17-Jan-24, Ceiling									
BL14810	Ceiling Grid Installation	Not Started	<input type="checkbox"/>	5	0	5	11-Jan-24	17-Jan-24	-17	0%	■ Ceiling Grid Installation									
BL14990	Ceiling Panel Board Installation	Not Started	<input type="checkbox"/>	5	0	5	10-Jan-24	16-Jan-24	-17	0%	■ Ceiling Panel Board Installation									
<b>Wall</b>											27-Dec-23, Wall									
BL15000	Wall Primer Painting	Not Started	<input type="checkbox"/>	11	0	11	12-Dec-23	26-Dec-23	-11	0%	■ Wall Primer Painting									
BL15020	Wall Tiles Installation	Not Started	<input type="checkbox"/>	8	0	8	12-Dec-23	21-Dec-23	-12	0%	■ Wall Tiles Installation									
BL15010	Wall Final Painting	Not Started	<input type="checkbox"/>	7	0	7	18-Dec-23	27-Dec-23	-11	0%	■ Wall Final Painting									
<b>Floor</b>											20-Jan-24, Floor									
BL15030	Floor Surface Preparation	Not Started	<input type="checkbox"/>	8	0	8	02-Jan-24	10-Jan-24	-19	0%	■ Floor Surface Preparation									
BL15040	Floor Tiles Installation	Not Started	<input type="checkbox"/>	11	0	11	08-Jan-24	20-Jan-24	-11	0%	■ Floor Tiles Installation									
BL15050	Floor Epoxy Finish	Not Started	<input type="checkbox"/>	7	0	7	08-Jan-24	16-Jan-24	-19	0%	■ Floor Epoxy Finish									
BL15060	Floor Terrazzo Finish	Not Started	<input type="checkbox"/>	6	0	6	08-Jan-24	13-Jan-24	-18	0%	■ Floor Terrazzo Finish									
<b>Doors and Windows</b>											26-Jan-24, Doors and Windows									
BL15070	Door Frame/Jambs Installation	Not Started	<input type="checkbox"/>	12	0	12	03-Jan-24	17-Jan-24	-20	0%	■ Door Frame/Jambs Installation									
BL15220	Aluminium Window Frames Installation	Not Started	<input type="checkbox"/>	8	0	8	03-Jan-24	11-Jan-24	-9	0%	■ Aluminium Window Frames Installation									
BL15230	Glass Window Installation	Not Started	<input type="checkbox"/>	5	0	5	12-Jan-24	18-Jan-24	-9	0%	■ Glass Window Installation									
BL15080	Door Leaf Installation	Not Started	<input type="checkbox"/>	4	0	4	18-Jan-24	22-Jan-24	-20	0%	■ Door Leaf Installation									
BL15090	Ironmongery Works	Not Started	<input type="checkbox"/>	4	0	4	23-Jan-24	26-Jan-24	-16	0%	■ Ironmongery Works									
<b>Misc Works</b>											07-Feb-24, Misc Works									
<b>Other Specialties</b>											07-Feb-24, Other Specialties									
BL15160	Aluminium Screen Wall and Gate	Not Started	<input type="checkbox"/>	5	0	5	22-Jan-24	27-Jan-24	-23	0%	■ Aluminium Screen Wall and Gate									
BL15180	Wood Veneer Countertop Installation	Not Started	<input type="checkbox"/>	15	0	15	17-Jan-24	03-Feb-24	-23	0%	■ Wood Veneer Countertop Installation									
BL15210	Toilet Accessories Installation	Not Started	<input type="checkbox"/>	2	0	2	17-Jan-24	19-Jan-24	-10	0%	■ Toilet Accessories Installation									
BL15150	Aluminium Guard Rail Installation	Not Started	<input checked="" type="checkbox"/>	7	0	7	24-Jan-24	31-Jan-24	-26	0%	■ Aluminium Guard Rail Installation									
BL15200	Internal Signages Installation	Not Started	<input type="checkbox"/>	2	0	2	16-Jan-24	17-Jan-24	-8	0%	■ Internal Signages Installation									
BL15190	Glass Railing Installation	Not Started	<input checked="" type="checkbox"/>	6	0	6	01-Feb-24	07-Feb-24	-26	0%	■ Glass Railing Installation									
<b>Exterior Works</b>											05-Feb-24, Exterior Works									
BL14460	Stucco Application	Not Started	<input type="checkbox"/>	14	0	14	04-Dec-23	19-Dec-23	-25	0%	■ Stucco Application									
BL14490	TPO Roof Membrane Application	Not Started	<input type="checkbox"/>	15	0	15	04-Dec-23	20-Dec-23	-23	0%	■ TPO Roof Membrane Application									
BL14500	Flashing and Sheet Metals Installation	Not Started	<input type="checkbox"/>	12	0	12	16-Dec-23	30-Dec-23	-23	0%	■ Flashing and Sheet Metals Installation									
BL15290	Architectural Facade (Precast Concrete) Installation	Not Started	<input type="checkbox"/>	5	0	5	20-Dec-23	26-Dec-23	-25	0%	■ Architectural Facade (Precast Concrete)									
BL14470	Painted Smooth Stucco Finish	Not Started	<input type="checkbox"/>	13	0	13	26-Dec-23	11-Jan-24	-25	0%	■ Painted Smooth Stucco Finish									
BL14510	Rain Water Collectors and Downspouts Installation	Not Started	<input type="checkbox"/>	18	0	18	02-Jan-24	23-Jan-24	-23	0%	■ Rain Water Collectors and Downspouts Installation									
BL14480	Resin-Based Paint Coat	Not Started	<input type="checkbox"/>	20	0	20	11-Jan-24	05-Feb-24	-25	0%	■ Resin-Based Paint Coat									
BL14520	Caulking	Not Started	<input type="checkbox"/>	10	0	10	24-Jan-24	03-Feb-24	-23	0%	■ Caulking									
BL15300	Equipment Pad Construction	Not Started	<input type="checkbox"/>	6	0	6	11-Jan-24	18-Jan-24	-9	0%	■ Equipment Pad Construction									
<b>Kayak Launch Docking Station</b>											06-Feb-24, Kayak Launch Docking Station									
BL14530	Area clearing	Not Started	<input type="checkbox"/>	2	0	2	09-Dec-23	11-Dec-23	-25	0%	■ Area clearing									
BL14540	Timber Piling and Concrete Piling	Not Started	<input type="checkbox"/>	8	0	8	12-Dec-23	20-Dec-23	-25	0%	■ Timber Piling and Concrete Piling									
BL14550	Wooden Joist Installation	Not Started	<input type="checkbox"/>	6	0	6	21-Dec-23	28-Dec-23	-25	0%	■ Wooden Joist Installation									
BL14560	Deck Installation	Not Started	<input type="checkbox"/>	3	0	3	29-Dec-23	02-Jan-24	-25	0%	■ Deck Installation									
BL14570	Wooden Railing Installation	Not Started	<input type="checkbox"/>	2	0	2	03-Jan-24	04-Jan-24	4	0%	■ Wooden Railing Installation									
BL14580	Gangway Installation	Not Started	<input type="checkbox"/>	12	0	12	03-Jan-24	17-Jan-24	-25	0%	■ Gangway Installation									
BL14590	Aluminium Gangway with Rub Rail Installation	Not Started	<input type="checkbox"/>	10	0	10	18-Jan-24	29-Jan-24	-25	0%	■ Aluminium Gangway with Rub Rail Installation									
BL14600	Floating Dock Installation	Not Started	<input type="checkbox"/>	7	0	7	30-Jan-24	06-Feb-24	-25	0%	■ Floating Dock Installation									
<b>Testing/Commissioning and Punchout</b>											10-Mar-24, Testing/Commissioning and Punchout									
BL14650	Services Connection for Fire Alarm Works	Not Started	<input type="checkbox"/>	15	0	15	12-Jan-24	30-Jan-24	-19	0%	■ Services Connection for Fire Alarm Works									
BL14620	Services Connection for HVAC Works	Not Started	<input type="checkbox"/>	14	0	14	11-Jan-24	27-Jan-24	-17	0%	■ Services Connection for HVAC Works									
BL14610	Services Connection for Electrical Works	Not Started	<input type="checkbox"/>	12	0	12	12-Jan-24	26-Jan-24	-16	0%	■ Services Connection for Electrical Works									
BL14640	Services Connection for Fire Suppression Works	Not Started	<input type="checkbox"/>	12	0	12	15-Dec-23	29-Dec-23	6	0%	■ Services Connection for Fire Suppression Works									
BL14615	Elevator Testing and Inspection	Not Started	<input type="checkbox"/>	6	0	6	30-Jan-24	06-Feb-24	-26	0%	■ Elevator Testing and Inspection									

■ Remaining Level of Effort    ■ Remaining Work    ▼ Summary  
■ Actual Level of Effort    ■ Critical Remaining Work  
■ Actual Work    ◆ Milestone

**LCG-Surfside96thStreet-Total Float >=10**  
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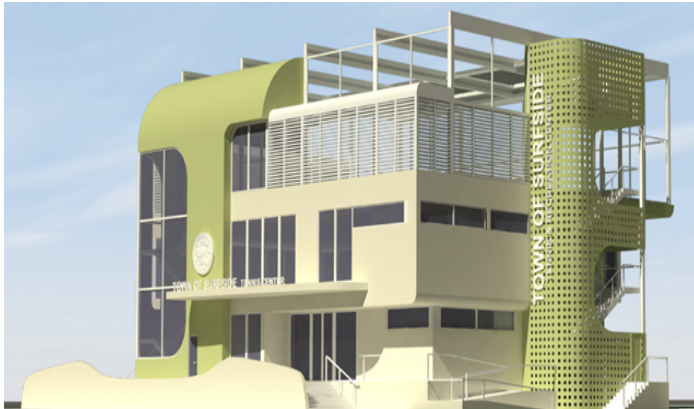
# Tennis and Recreation Center Project

## Current Project Phase

Design and Engineering

## Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record*	The Corradino Group
Architect of Record*	William Lane Architect



## Funding

Total Budgeted	\$2,045,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	November 2022 Commission Meeting

\* - Additional funding will be required at a later date.

## Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

## Project Timeline

Design Team Procurement  
 Design and Engineering (est.)  
 Construction Procurement (est.)  
 Construction (est.)

## Phase Start

September 2022  
 December 2022  
 October 2024  
 March 2026

## Phase End

November 2022  
 December 2023  
 February 2025  
 March 2027

## Project Update

Design currently in progress.



## Town-wide Traffic Study

### Picture



### Current Project Phase

Planning Phase

### Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	The Corradino Group
Architect of Record	N/A
Project Management	The Corradino Group

### 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

	<u>Phase Start</u>	<u>Phase End</u>
Traffic Data Collection	<i>September 2022</i>	<i>November 2022</i>
Traffic Operation Analysis	<i>December 2022</i>	<i>January 2023</i>
Traffic Calming Analysis	<i>December 2022</i>	<i>October 2023</i>
Safety Review	<i>December 2022</i>	<i>October 2023</i>
Traffic Calming Improvement Plan	<i>March 2023</i>	<i>November 2023</i>
Community Outreach Meeting	<i>October 2023</i>	<i>November 2023</i>

### Project Update

A public outreach meeting was held November 28, 2023. Town staff is developing a survey for further resident engagement. Report will be finalized in December 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.



## 91<sup>st</sup> 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	
Commission Authorization to Expend Date	September 28, 2022

### Scope

Through various sources, the Town has obtained funds with the intent to beautify the current 991<sup>st</sup> 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

	<u>Phase Start</u>	<u>Phase End</u>
<i>Procuring of Engineering (est.)</i>	<i>December 2022</i>	<i>January 2023</i>
<i>Plan and Study</i>	<i>February 2023</i>	<i>October 2023</i>
<i>Engineering &amp; Design (est.)</i>	<i>October 2023</i>	<i>November 2023</i>
<i>Permitting (est.)</i>	<i>November 2023</i>	<i>January 2024</i>
<i>Grant Agreement and Funding</i>	<i>December 2022</i>	<i>February 2024</i>

### Project Update

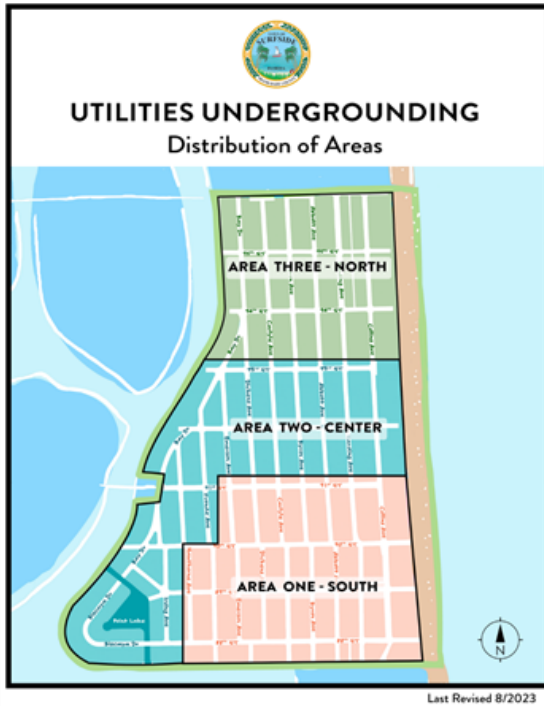
Kimley-Horn design schematics to be presented to Town Commission in February 2024. Refer to attached schedule.

Surfside 91st Ave Beautification									
Task	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Task 2 -Schematic Design Review and Selection									
Task 3 -Presentation to Commission (Pending on Commission Schedule)									
Task 4 - 60% Design Plans (Evening Parking Count to be performed during 60% Design Phase)									
Task 5 -Permitting									
Task 6 - Final Plans and Documents									
Task 7 - Bidding Assistance									





## Town-Wide Utilities Undergrounding Project



### 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	Kimley-Horn

### Funding

Total Budgeted*	\$37,178,512
Budget Approval Date**	Varies

Commission Authorization to Expend Date	Various agreements have been approved to date
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\* - 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.

### Project Timeline

Design Phase

Procurement (est.)

Construction Phase I (est.)

### Phase Start

May 2022

TBD

TBD

### Phase End

August 2025

TBD

TBD

### Project Update

Kimley-Horn is conducting field data collection and surveying. Kimley-Horn is performing design efforts.

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			

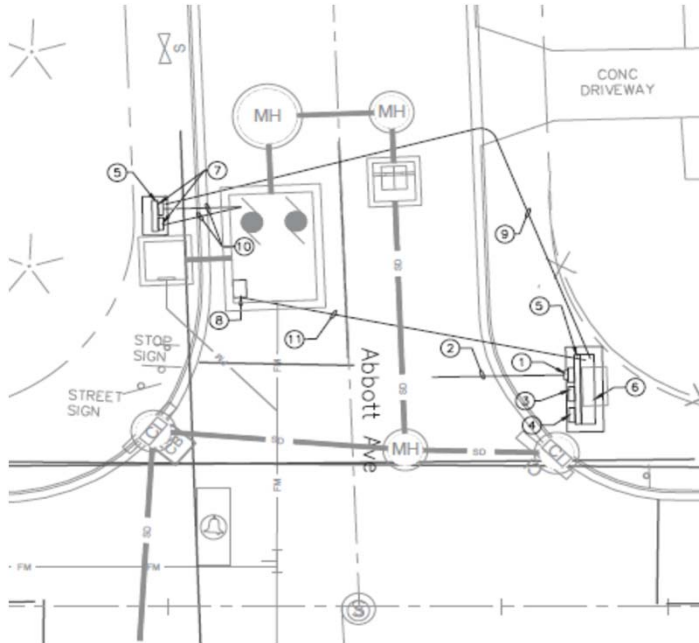
Area 2 - Central															
Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	
Utility Provider Coordination															
Data Collection															
Easement Acquisition															
			Construction Documents												
								Permitting Assistance							
												Bid Phase Services			

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		



## 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 construction will entail the addition of one new pump station with respective force main in order to alleviate flooding on Abbott Avenue from 90<sup>th</sup> Street to 94<sup>th</sup> Street.

### Project Timeline\*

Engineering and Design  
 Permitting  
 Procurement (est.)  
 NTP for Construction (est.)  
 Construction (est.) Based on redesign

### Phase Start

August 2032  
 Done  
 November 2023  
 TBD  
 TBD

### Phase End

October 2023  
 Done  
 December 2023  
 TBD  
 TBD

### Project Update

A bid opening was scheduled to held on November 30, 2023; it was rescheduled for December 11, 2023 due to request by bidders.



## 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

	<u>Phase Start</u>	<u>Phase End</u>
Design	<i>November 2023</i>	<i>February 2024</i>
Permitting	<i>February 2024</i>	<i>April 2024</i>
Procurement Phase (est.)	<i>TBD</i>	<i>TBD</i>
Constuction (est) - TBD	<i>TBD</i>	<i>TBD</i>

### Project Update

Projects is in 60% design phase. Town submitted an appropriation request to the State.



## A/C Replacement Units - Community Center

### Picture



### Current Project Phase

Procurement phase

### Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Contractor	Smart Air

### Funding

<i>Total Budgeted</i>	\$140,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	

### Scope

The current AC units at the Community Center has a lifespan of over 10 years. The units are heavily corroded and has extensive wear and tear. The units often breaks down resulting high repair costs. The Town will be procuring new units for the entire community center including the concession stand, lifeguard office, fish bowl, and shark tank. These new units will meet EPA regulations. The cost includes: new Trane condensers with coal coatings, climate changing AHU with SS Drain pan, Coil casing, energy recovery ventilators, new aluminum I-beams to help prevent dirt and debris from corroding the units.

### Project Timeline

*Procurement*  
*Notice to Proceed and Kick off (est.) Construction/*  
*Replacement (est.)*

### Phase Start

*Aprill 2023*  
*June 2023*  
*August 2023*

### Phase End

*June 2023*  
*June 2023*  
*December 2023*

### Project Update

50% complete.



## 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
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	TBD

### Scope

The Commission tasked Town administration to promote both dune beautification and resiliency improvements. Town administration is seeking engineering and design services in order to meet the objective in a manner that is Florida Friendly and promotes the natural plant diversity of the dunes.

### Project Timeline

	Phase Start	Phase End
Procuring of Engineering Plan and Study (est.)	December 2022	March 2023
Design (est.)	March 2023	October 2023
Permitting (est.)	October 2023	November 2023
Grant Agreement and Grant Funding (est.)	November 2023	January 2024
Construction (est.)	December 2022	February 2024
	March 2024	December 2024

### Project Update

Town is pursuing another Florida Department of Environmental Protection FDEP grant to assist with funding. Schematic design being further developed.

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									



### 93rd Street 200 Block Paver Beautification Project

#### Current Project Phase

Design Procurement Phase



#### Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	N/A
Architect of Record	N/A

#### Funding

Total Budgeted	\$400,000
Budget Approval Date	
Commission Authorization to Expend Date	N/A

#### Scope

93rd Street is the hub for all Town Hall and Community Center events. Town Commission has commissioned staff with enhancing the 93rd Street corridor between Harding Avenue & Collins Avenue with pavers and hardscape improvements.

#### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Design Procurement</i>	<i>January 2024</i>	<i>January 2024</i>
<i>Design</i>	<i>TBD</i>	<i>TBD</i>
<i>Cosntruction</i>	<i>TBD</i>	<i>TBD</i>

#### Project Update

Town will seek a CCNA retained firm for continuing services to provide proposal.





## Town Hall Improvements (Commission Chambers and Police Department)

### Current Project Phase

Procurement Document Composition



### Project Contact Information

Department	Public Works/Police Dept
Director	R. Stokes/A. Marciante
Engineer of Record	N/A
Architect of Record	N/A

### Funding

Total Budgeted	\$165,000
Budget Approval Date	

Commission Authorization to Expend Date	TBD (Estimated Jan. 2024)
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### Scope

The Town of Surfside Commission Chambers located at 9293 Harding Avenue is highly utilized for various Town meetings. The Commission Chambers is in need of an upgrade to include replacing carpeting, chairs, lighting, amongst other items. Remodel, replace flooring and update sections of the Police Department. The Police Department Communications section is more than 15 years old and in need of replacement. The project scope includes: remodel Communications room; convert a portion of the Communications room into Sergeants office space for four work stations (from three) to alleviate overcrowding; remodel existing sergeants office space into a interview room to provide a private setting for officers to use during interviews of both suspects and victims. E police department have private setting to interview victims and suspects; replace the linoleum flooring throughout the police department and the upstairs training room; remodel kitchen area.

### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Procurement	TBD	TBD
Contract	TBD	TBD
Construction	TBD	TBD

### Project Update

Town Administration is compiling bid documents and obtaining quotes.



# Parking Lot Security Cameras

## Current Project Phase

Procurement Phase



## Project Contact Information

Department	Finance/IT
Director	Jose Feliz
Engineer of Record	AT&I Security Systems
Architect of Record	N/A

## Funding

Total Budgeted	\$80,000
Budget Approval Date	
Commission Authorization to Expend Date	January 2024 projected

## Scope

Security updates consisting of surveillance cameras and Cloud services at various parking lots.

## Project Timeline

<i>Procurement</i>
<i>Implementation</i>

### Phase Start

<i>December 2023</i>
<i>TBD</i>

### Phase End

<i>January 2024</i>
<i>TBD</i>

## Project Update

Town staff will present an agenda item at January 2024 Town Commission meeting.



## 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: December 6, 2023**

**SUBJECT: Office of the Town Attorney Report for December 12, 2023 Regular  
Commission Meeting**

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**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:**

November 13, 2023 – Tourist Board  
November 14, 2023 – Special Town Commission Meeting  
November 14, 2023 – Regular Town Commission Meeting  
November 16, 2023 – Special Planning and Zoning Board Meeting  
November 30, 2023 – Planning and Zoning Board

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 commencement of Fiscal Year 2023/2024 have included:

*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.

*November 2023:*

- Resolution Approving Second Amendment to the Concession Agreement with Deco Bike, LLC, and Agreement Providing for Renewal of the Agreement
- Resolution Ratifying the Acceptance of a Florida Department of Environmental Protection Resilient Florida Grant for the Town Comprehensive Vulnerability Assessment and Adaptation Plan Resolution and Agreement with Alves Sports Groups LLC for the Town’s Youth Soccer Program for FY 2023/2024
- Resolution and Agreement with GM Sports Tennis, LLC for the Town’s Youth Tennis Program for FY 2023/2024
- Resolution and Agreement with Premier Bounce N Slide Party Rentals LLC for the Town’s Park and Recreation Special Events for FY 2023/2024
- Resolution and Agreement with Sky Elements, LLC for 4<sup>th</sup> of July Drone Show Services
- Resolution and Franchise Agreement with TECO People Gas
- Resolution Approving and Authorizing the Purchase of Four (4) 2023 Ford Police Interceptor Utility Vehicles together with Emergency Lighting Equipment and Radio Equipment for the Police Vehicles
- Resolution Approving and Authorizing the Purchase of A Takeuchi TI12V2-R Compact Track Loader and Auxiliary Items from Alta Construction Equipment Florida, LLC
- Resolution Approving and Authorizing the Purchase of Nine (9) Motorola Police Radios for the Police Department
- Resolution Approving a Banking Extension Agreement with Truist Bank for Depository and Treasury Services

- Resolution Adopting a Planning and Zoning Fee Schedule for Design Review and Related Services
- Resolution Approving and Authorizing the Expenditure of Funds for the Downtown Walkability Project, Curb Installation and Landscape Renewal
- Resolution Approving the Town's Election to Participate and the Execution of the Urban Qualification Cooperation Agreement for the Miami-Dade County Community Development Block Grant (CDBG) and Home Investment Partnerships Program Funds for Fiscal Years 2024, 2025, and 2026
- Ordinance Amending Section 90-62 – “Outdoor Lighting” to Provide Outdoor Lighting Regulations for Single-Family Residential Dwellings
- Resolution Accepting Public Hearing Comments Relating to the Establishment of an On-Demand Transit Services to Replace the Existing Town Shuttle Services and Use of Transportation Surtax Proceeds for the Service
- Resolution Urging the Florida Legislature to Adopt SB 172, Related to Establishing a Property Tax Exemption Or Discount Eligibility Verification Procedure For Certain Disabled Veterans And Surviving Spouses Before Purchasing Property
- Resolution [Approving/Denying] Site Plan Application to Permit Development of Property Located at 8851 and 8873 Harding Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of Eight (8) Dwelling Units and 17 Parking Spaces
- Resolution Selecting Keith & Associates, Inc. for Design of the Surfside Memorial Pursuant to Request for Qualifications (RFQ) No. 2023-02 and Request for Proposals (RFP) No. 2023-04; Authorizing the Town Manager to Negotiate an Agreement for the Services

*December 2023:*

- Resolution Approving a Natural Gas Franchise Agreement with Peoples Gas System, Inc; Authorizing Peoples Gas to Use the Public Rights-Of-Way
- Resolution Approving an Agreement with CRS Max Consultants, Inc. for Flood Insurance Community Rating System Consultant Services
- Resolution Certifying and Declaring the Results of the Town Special Municipal Elections Held on November 7, 2023 for the Election of Five Referendum/Ballot Questions
- Resolution Approving Budget Amendment No. 2 for the Fiscal Year 2024 Budget
- Resolution Approving Change Order Request No. 9 Providing for an Increase in the Contract Price for FPL Electrical Service to 96th Street Park, Related to the Contract for Construction with Lunacon Engineering Group, Corp. for the 96th Street Park Project
- Resolution Approving a Master Maintenance Memorandum of Agreement with the Florida Department Of Transportation (FDOT) for Beautification and Sidewalk Improvement Projects on State Roads and Rights-Of-Way Within the Town
- Resolution Approving an Agreement with Beefree, LLC D/B/A Freebee for On-Demand Transportation Services Utilizing the Terms and Conditions of the City Of Sunrise Standard Contract No. C 21-04-05-MS
- Ordinance Amending Section 70-41 “Local Business Tax Schedule” and Section 70-42 “Business Not Named in Schedule” to Increase Local Business Tax Rates

- Ordinance Amending Chapter 54, "Offenses and Miscellaneous Provisions," Article III, "Offenses Involving Public Peace and Order," By Adding Section 54-67 Entitled "Camping Prohibited"

New or supplemental information is provided for the following litigation/cases::

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 11<sup>th</sup> 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 has been extended to December 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 investigations as to the cause of the CTS collapse; CTS memorial site/park and 88<sup>th</sup> Street closure to vehicular traffic; public records requests; 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 96<sup>th</sup> 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; various procurements and service or provider agreements for Town improvements, equipment, facilities and programs, including sewer regulatory services; 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; 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; implementation of 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; Selection of Firm for Surfside Memorial Design Services and negotiation of agreement; RFP for stormwater maintenance services; Implementation of On-Demand Transit Services, including an Interlocal Agreement with Miami-Dade County and agreement for such services with Freebee.





**Town of Surfside  
Regular Town Commission Meeting  
December 12, 2023**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9A

**Date:** December 12, 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  
December 12, 2023**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9B.

**Date:** December 12, 2023

**From:** Mayor Shlomo Danzinger

**Subject:** **Town Manager Performance Evaluation**

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**Suggested Action:** – Perform an evaluation of the Town Manager for the performance period and motion for any additional actions as a result of the evaluation.

**Background/Analysis:** – Per section 3.2 of the agreement between the Town Manager and the Town of Surfside, the first annual performance evaluation shall be December 13, 2022 (the "Performance Evaluation Anniversary Date")



**Town of Surfside  
Regular Town Commission Meeting  
December 12, 2023**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9C.

**Date:** December 12, 2023

**From:** Jeffrey Rose, Vice Mayor

**Subject: Additional Discussion for Retaining Wall Standards and On-site Containment of Stormwater**

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**Suggested Action:** – It is recommended to address retaining walls in the Zoning Code as a category of walls for stormwater retention separate from zoning code section 90-56 - Fences, Walls and Hedges.

**Background/Analysis:** – At the November 2023 Town Commission meeting, the Town Commission requested additional staff recommendations pertaining to retaining walls for consideration. These additional points are presented below:

- It has become typical for many newly constructed homes to raise the grade (ground level) of their rear yards to be more compatible with the required Design Flood Elevation of new homes. Current code does not explicitly state that in this case a retaining wall, built to retain soil and water, is required. A Florida Building Code compliant retaining wall is necessary to reduce stormwater run-off to a neighboring property. Town Commission should discuss the appropriate height, location and design of these walls.
- See **Attachment A** for the City of Miami Beach code section addressing retaining walls. Their code treats front yards and side yards that face the street differently than rear yards. Miami Beach limits retaining wall heights to 30-inches above grade, which effectively limits the raising of grade by 30-inches. Their code also requires that the retaining walls be finished appropriately to not be an eyesore to the neighbors.
- Chapter 34 of the Town Code requires all properties to contain stormwater on private property but does not expand on requirements. Stormwater retention is not always possible with grade adjustments and civil construction such as drainage systems are required. The Commission should incorporate into the Town Code additional requirements for the containment of stormwater run-offs on private properties.

Sec. 142-216. Development regulations.

The development regulations in the RM-2 residential multifamily, medium intensity district are as follows:

- (1) Max. FAR: 2.0.
- (2) Exterior building and lot standards:
  - a. Minimum yard elevation requirements.
    1. The minimum elevation of a required yard shall be no less than five feet NAVD (6.56 feet NGVD), with the exception of driveways, walkways, transition areas, green infrastructure (e.g., vegetated swales, permeable pavement, rain gardens, and rainwater/stormwater capture and infiltration devices), and areas where existing landscaping is to be preserved, which may have a lower elevation. When in conflict with the maximum elevation requirements as outlined in paragraph b. below, the minimum elevation requirements shall still apply.
    2. Exemptions. The minimum yard elevation requirements shall not apply to properties containing individually designated historic structures, or to properties designated as "contributing" within a local historic district, or a National Register Historic District.
  - b. Maximum yard elevation requirements. The maximum elevation of a required yard shall be in accordance with the following, however in no instance shall the elevation of a required yard, exceed the minimum flood elevation, plus freeboard:
    1. Front yard, side yard facing a street and interior side yard. The maximum elevation within a required front yard, side yard facing a street and interior side yard shall not exceed 30 inches above grade, or future adjusted grade, whichever is greater. In this instance, the maximum height of any fence(s) or wall(s) in the required yard, constructed in compliance with section 142-1132(h), "allowable encroachments within required yards", shall be measured from existing grade.
    2. Rear yard. The maximum elevation for a required rear yard, (not including portions located within a required side yard or side yard facing the street), shall be calculated according to the following:
      - (A) Waterfront. The maximum elevation shall not exceed the base flood elevation, plus freeboard.
      - (B) Non-waterfront. The maximum elevation shall not exceed 30 inches above grade, or future adjusted grade, whichever is greater.
  - c. Stormwater retention. In all instances where the existing elevation of a site is modified, a site shall be designed with adequate infrastructure to retain all stormwater on site in accordance with all applicable state and local regulations.
  - d. Retaining wall and yard slope requirements.
    1. Retaining walls shall be finished with stucco, stone, or other high quality materials, in accordance with the applicable design review or appropriateness criteria.
    2. Within the required front yard and side yard facing a street the following shall apply:
      - (A) The first four feet of the property line, the maximum height of retaining walls shall not exceed 30 inches above existing sidewalk elevation, or existing adjacent grade if no sidewalk is present.

- (B) When setback a minimum of four feet from property line, the maximum height of retaining walls shall not exceed 30 inches above adjacent grade.
  - (C) The maximum slope of the required front and side yard facing a street shall not exceed 11 percent (5:1 horizontal/vertical).
- e. Ground floor requirements. When parking or amenity areas are provided at the ground floor level below the first habitable level, the following requirements shall apply:
- 1. A minimum height of 12 feet shall be provided, as measured from base flood elevation plus minimum freeboard to the underside of the first floor slab. The design review board or historic preservation board, as applicable may waive this height requirement by up to two feet, in accordance with the design review or certificate of appropriateness criteria, as applicable.
  - 2. All ceiling and sidewall conduits shall be internalized or designed in such a manner as to be part of the architectural language of the building in accordance with the design review or certificate of appropriateness criteria, as applicable.
  - 3. All parking and driveways shall substantially consist of permeable materials.
  - 4. Active outdoor spaces that promote walkability, social integration, and safety shall be provided at the ground level, in accordance with the design review or certificate of appropriateness criteria, as applicable.
  - 5. At least one stair shall be visible and accessible from the building's main lobby (whether interior or exterior), shall provide access to all upper floors, shall be substantially transparent at the ground level and shall be located before access to elevators from the main building lobby along the principal path of travel from the street. Such stair, if unable to meet minimum life-safety egress requirements, shall be in addition to all required egress stairs.

(Ord. No. 89-2665, § 6-3(B)(1), (2), eff. 10-1-89; Ord. No. 94-2949, eff. 10-15-94; Ord. No. 94-2954, eff. 11-30-94; Ord. No. 98-3107, § 1, 1-21-98; Ord. No. 98-3149, § 1, 11-4-98; Ord. No. 2017-4121, § 4, 7-26-17)



**Town of Surfside  
Regular Town Commission Meeting  
December 12, 2023**

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9D.

**Date:** December 12, 2023

**From:** Shlomo Danzinger, Mayor

**Subject:** **Protecting Surfside Residents Right to Privacy**

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**Suggested Action:** – For the Commission to approve a resolution amending the Town's code of ordinance to include a section pertaining to Citizens Right to Privacy.

**Background/Analysis:** – With high profile residents residing in in Surfside, it has become necessary to take proactive measures in order to protect the safety and right to privacy of our residents.

ORDINANCE NO. 2023- \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, CREATING ARTICLE XX “PROTECTING THE RIGHT TO PRIVACY” OF CHAPTER XX; PROHIBITING PHYSICAL OR CONSTRUCTIVE INVASIONS OF PRIVACY; PROVIDING FOR A CAUSE OF ACTION TO RECOVER DAMAGES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside, Florida is a coastal community located within Biscayne Bay; and

**WHEREAS**, given the secluded nature of the Town of Surfside, the residents of the Town of Surfside have an expectation of privacy while physically located in and residing in the Town of Surfside;

**WHEREAS**, both federal and state courts in Florida have recognized the important privacy interests that an individual has in his home or property, and further, that within the confines of an individual’s home and property, that individual and their guests have the greatest expectation of privacy;

**WHEREAS**, Florida law prohibits unlawful invasions of privacy, including intrusion, public disclosure of private facts and appropriation of another’s property or name, as well as conduct that constitutes stalking;

**WHEREAS**, repeated and unwanted intrusions into the privacy of Town of Surfside residents, their homes, and their families—including by paparazzi of residents and their children inside their homes or on their property—has negatively impacted the health, safety, and welfare of residents of the Town of Surfside and violated their privacy interests, especially as the tactics used by paparazzi have become more extreme, invasive, and reckless;

**WHEREAS**, the actions directed at persons in the Town of Surfside, including, minor children, grandchildren and guests potentially endangers their safety and security;

**WHEREAS**, in order to safeguard the health, safety, and welfare of such persons, the Town of Surfside Council finds that it is in the public interest to prohibit the unwanted trespasses and intrusive invasion of privacy of persons in the Town of Surfside;

**WHEREAS**, in order to safeguard the important rights protected by the First Amendment to the Constitution, while recognizing that the First Amendment does not accord immunity to persons committing torts or crimes, the Town of Surfside Council finds

that a narrowly tailored ordinance addressing tortious conduct directed at persons in the Town of Surfside is necessary; and

**WHEREAS**, the Town of Surfside Council finds that adoption of this Ordinance is necessary for the preservation of the public health, safety, and welfare of the Town of Surfside and its residents and tailored to protect First Amendment freedoms.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF SURFSIDE COUNCIL OF INDIAN CREEK TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Creating Article XX “Protecting the Right to Privacy,” of Chapter XX of the Indian Creek Town of Surfside Code.** That Chapter XX, Article XX “of the Indian Creek Town of Surfside Code of Ordinances is hereby amended as follows:

\* \* \*

Chapter XX

\* \* \*

**ARTICLE XX – XX**

Section XX-XX. – *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this article:

*Commercial Purpose* shall mean any act done with expectation of a sale, offer for sale, financial gain, remuneration, or other consideration, monetary or otherwise.

*Place Under Surveillance* shall mean remaining present outside of a person’s school, place of employment, vehicle, residence, or other place occupied by the person, or placing any monitoring device on the private property of a resident without consent, or surreptitiously or fraudulently entering the private property of a resident of the Town of Surfside without consent.

Section XX-XX. – *Physical or constructive invasion of privacy by intrusion; proceedings to recover damages*

1. A person commits a physical invasion of privacy by intrusion when the person knowingly or recklessly enters onto the land or into the airspace above the land of another person without permission or otherwise commits a trespass in order to capture any type of visual image, sound recording, or other physical or digital



impression of the plaintiff engaging in a private, personal, or familial activity and the invasion occurs in a manner that is highly offensive to a reasonable person.

2. A person commits a constructive invasion of privacy by intrusion utilizing advanced technology when the person uses an unmanned aircraft or optical zoom device (*i.e.*, any photo or video device using more than four times (4x) optical magnification) to capture any type of sound recording or other physical or digital impression of the plaintiff engaging in a private, personal, or familial activity without plaintiff's consent or in violation of Fla. Stat. § 934.03, titled, "Interception and disclosure of wire, oral, or electronic communications prohibited."
3. A person commits a constructive invasion of privacy by intrusion when the person captures, in a manner that is highly offensive to a reasonable person or causes or would be reasonably expected to cause substantial emotional distress, any type of visual image, sound recording, or other physical or digital impression of the plaintiff engaging in a private, personal, or familial activity, through the use of any device, regardless of whether there is a physical trespass, if this image, sound recording, or other physical or digital impression could not have been achieved without a trespass unless the device was used.
4. A person who commits any act described in subdivision (1), (2), or (3) has committed a civil code violation and is subject to a fine of not less than five hundred dollars (\$500) per violation or such amount as may hereafter be prescribed by law. For purposes of this provision, each visual image, sound recording, physical impression, or digital impression of the plaintiff captured by a person committing any act described in subdivision (1), (2), or (3) constitutes a separate violation.
5. For the purposes of this section, "private, personal, and familial activity" means:
  - (a) Details of the plaintiff's personal life under circumstances in which the plaintiff has a reasonable expectation of privacy.
  - (b) Interaction with the plaintiff's family, significant others, or guests under circumstances in which the plaintiff has a reasonable expectation of privacy.
  - (c) Any activity that occurs on a residential property under circumstances in which the plaintiff has a reasonable expectation of privacy.
  - (d) Other aspects of the plaintiff's private affairs or concerns under circumstances in which the plaintiff has a reasonable expectation of privacy.

- (e) “Private, personal, and familial activity” does not include illegal or otherwise criminal activity, *provided*, that “private, personal, and familial activity” shall include the activities of victims of crime in circumstances under which subdivision (1), (2), or (3) would apply.
- 6. This section shall not be construed to limit any other rights or remedies of a plaintiff in law or equity.
- 7. This section shall not be construed to impair or limit any otherwise lawful activities of law enforcement personnel or employees of governmental agencies performing their official duties.
- 8. This section shall not be construed to encompass activities protected by the First Amendment to the United States Constitution or the analogous provision or provisions of the Florida Constitution.

Section **XX-XX**. – *Prohibition on Harassment (Surveillance)*.

- 1. A person commits harassment if the person, with the intent to kill, injure, harass, intimidate, or place under surveillance with intent to kill, injure, harass, or intimidate another person, engages in conduct that:
  - (a) places that person in reasonable fear of the death of, or bodily injury to:
    - (i) that person;
    - (ii) an immediate family member of that person;
    - (iii) a spouse or intimate partner of that person; or
    - (iv) the pet, service animal, or emotional support animal of that person;  
or
  - (b) causes, attempts to cause, or would be reasonably expected to cause substantial emotional distress to a person described in clause (i), (ii), or (iii) of subparagraph (a).

2. A person who commits any act described in subdivision (1) has committed a civil code violation and is subject to a fine of not less than five hundred dollars (\$500) or such amount as may hereafter be prescribed by law.
3. This section shall not be construed to limit all other rights or remedies of a plaintiff in law or equity.
4. This section shall not be construed to impair or limit any otherwise lawful activities of law enforcement personnel or employees of governmental agencies performing their official duties.
5. This section shall not be construed to encompass activities protected by the First Amendment to the United States Constitution or the analogous provision or provisions of the Florida Constitution.

\* \* \*

**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause, phrase, or application of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, phrases, and applications of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intention of the Town of Surfside Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Town of Surfside's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

**PASSED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

**PASSED AND ADOPTED** on second reading this \_ day of \_\_\_\_\_, 2023.

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Fred Landsman \_\_\_\_\_

Commissioner Marianne Meischoid \_\_\_\_\_

Commissioner Nelly Velasquez \_\_\_\_\_

Vice Mayor Jeff Rose \_\_\_\_\_

Mayor Shlomo Danzinger \_\_\_\_\_

\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra 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