



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

Tuesday, February 13, 2024

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. McCreedy, MMC, Town Clerk
[January 9, 2024 Special Town Commission Meeting-Quasi-Judicial Hearing Minutes](#)
[January 9, 2024 Regular Town Commission Minutes](#)
- 3B. **Board and Committee Reports/Minutes** - Sandra N. McCreedy, MMC, Town Clerk
[November 16, 2023 Regular Planning and Zoning Board Meeting Minutes](#)
[November 30, 2023 Regular Planning and Zoning Board Meeting Minutes](#)
[December 4, 2023 Tourist Board Meeting Minutes](#)
[December 18, 2023 Parks and Recreation Committee Meeting Minutes](#)
[January 8, 2024 Tourist Board Meeting Minutes.pdf](#)
- 3C. **Installation of Safety Roadway Feature with Landscaping and Security Components at Hawthorne Avenue and 88th Street** - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE INSTALLATION OF SAFETY ROADWAY FEATURES WITH LANDSCAPING AND SECURITY COMPONENTS AT THE INTERSECTION OF HAWTHORNE AVENUE AND 88TH STREET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Schematic](#)

[Resolution - Authorizing Expenditure of Funds - 88th and Hawthorne Security and Safety Project](#)

[Attachment A - Estimate of Probable Cost](#)

3D. Town Hall and Police Department Improvement Project - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION WITH DI OBRA DEVELOPMENT GROUP CORP. FOR THE TOWN HALL AND POLICE DEPARTMENT IMPROVEMENT PROJECT; AUTHORIZING EXPENDITURE OF FUNDS; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS CONTRACT FOR A TOWN FACILITY IMPROVEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Lunacon Construction Group Proposal](#)

[Attachment B - Di Obra Proposal](#)

[Attachment C - ANC Builders, Inc. Proposal](#)

[Resolution Approving Contract and Expenditure for Town Hall and Police Department Improvement Project](#)

[Exhibit A - Construction Contract - Di Obra Development Group Corp - Town Hall and Police Department Improvements](#)

3E. Ratification, Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Town of Surfside Dune Restoration Project - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING THE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM GRANT FOR THE TOWN DUNE RESTORATION PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - FDEP Beach Funding Grant Agreement](#)

[Resolution Ratifying Acceptance of FDEP Grant For Dune Restoration Project](#)

4. Ordinances

Second Reading

4A1. Code Amendment for Outdoor Lighting in the Single-Family Residential Districts - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-62 – “OUTDOOR LIGHTING” TO PROVIDE OUTDOOR LIGHTING REGULATIONS FOR SINGLE-FAMILY RESIDENTIAL DWELLINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR

CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- 4A2. Permit Fees for Condominium Recertification and Special Assessments - 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 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, "BUILDING CODE," SECTION 14-29, "PERMIT FEES," TO PROVIDE FOR A 20% REDUCTION OF BUILDING PERMIT FEES FOR ANY CONSTRUCTION ACTIVITY RELATING TO CONDOMINIUM BUILDING RECERTIFICATION OR ANY NECESSARY STRUCTURAL AND/OR LIFE SAFETY REPAIRS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance - Permit Fees for Condominium - Business Impact Estimate](#)

[Ordinance Amending Sec.14-29 Permit Fees for Building Recertification](#)

- 4A3. Stormwater Retention and Drainage in H30A and H30B - Hector Gomez, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING DIVISION 2. - STORMWATER MANAGEMENT REQUIREMENTS, OF ARTICLE II. – STORMWATER DRAINAGE MANAGEMENT” OF CHAPTER 34 – “ENVIRONMENT” PROVIDING FOR STORMWATER RETENTION ON-SITE FOR ALL NEW SINGLE-FAMILY HOMES; AMENDING SECTION 90-56 – “FENCES, WALLS AND HEDGES” TO ESTABLISH RETENTION WALL STANDARDS FOR NEW SINGLE-FAMILY HOMES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance On-Site Retention of Stormwater and Retention Wall Standards](#)

- 4A4. Code Amendment for Submerged Lands and Pointe Lake Development - Hector Gomez, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTIONS 14-102 AND 14-103, OF DIVISION 3. – “INDIAN CREEK BULKHEAD LINES”, OF ARTICLE IV. – “BULKHEAD LINES”, OF CHAPTER 14 – “BUILDINGS AND BUILDING REGULATIONS”, AMENDING SECTION 90-60.3 OF THE CODE, AND CREATING SECTION 90-60.6 OF THE CODE, TO EXPRESSLY PROHIBIT DEVELOPMENT AND CONSTRUCTION OF ANY STRUCTURES WITHIN POINT LAKE, EXCEPT FOR MARINE STRUCTURES PERMITTED BY THE CODE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance No Development on Point Lake](#)

First Reading

4B1. Amending Section 90-74. - "Temporary Signs" - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-74. – TEMPORARY SIGNS” TO REMOVE SUBSECTION (3) LIMITATION ON REAL ESTATE SIGNS PERTAINING TO COLOR AND LOGO; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ord Amend Sec. 90-74 Temporary Real Estate Signs](#)

4B2. Roof Replacement Materials in the Single-Family Residential Area - Hector Gomez, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 14-31 – “REQUIRED ROOFING MATERIALS” AND SECTION 90-50.1 – “ARCHITECTURE” OF SECTION 90-50. – “ARCHITECTURE AND ROOF DECKS” TO CLARIFY REQUIREMENTS AND ALLOW RE-ROOFS AND REPLACEMENTS WITH THE SAME EXISTING MATERIAL WITHOUT DESIGN REVIEW APPROVAL BY THE PLANNING AND ZONING BOARD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ord Amend 14-31 and 90-50.1 of Code Re-Roof Replacement with Same Materials](#)

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

Affordable Housing - Section 166.0451, Florida Statutes
- Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONFIRMING THAT NO TOWN-OWNED PROPERTY IS SUITABLE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Confirming Town Property Affordable Housing List](#)
[Attachment A - Live Local Town Inventory](#)
[Affordable Housing Letter](#)

5B. Interlocal Agreement between Miami-Dade County and the Town of Surfside for the Design of the Surfside Memorial Park - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE TOWN TO ACCEPT FUNDS IN THE AMOUNT OF

\$250,000, TO DESIGN THE SURFSIDE MEMORIAL AND MEMORIAL ARTWORK; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving MDC ILA for Surfside Memorial Park Project - Miami-Dade Rescue Plan Funds](#)

[Exhibit A - Interlocal Agreement between MDC and TS for Design of Memorial.pdf](#)

- 5C. Ratification, Approval and Acceptance of Grant Agreement with the State of Florida Division of Emergency Management (FDEM) for the Completion of the Surfside Champlain Towers South (CTS) Investigation - Hector Gomez, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE ACCEPTANCE OF A FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) STATE-FUNDED GRANT FOR THE COMPLETION OF THE SURFSIDE CHAMPLAIN TOWERS SOUTH INVESTIGATION, AND THE EXECUTION OF A GRANT AGREEMENT RELATING TO THE GRANT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Ratifying FDEM Grant for Completion of Champlain Towers South \(CTS\) Investigation](#)

[Attachment A - FDEM Grant Agreement for CTS Investigation](#)

- 5D. Concrete Sidewalk Specifications within the Town of Surfside Boundaries - Hector Gomez, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING “SURFSIDE SAND” CONCRETE SIDEWALK SPECIFICATIONS FOR THE TOWN AND INCORPORATING THE SPECIFICATIONS IN THE PUBLIC WORKS MANUAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Adopting Concrete Sidewalk Specifications Surfside Sand](#)

[Exhibit A - Surfside Sand](#)

[Exhibit B - Specifications](#)

- 5E. Zambelli Fireworks, 4th of July Firework Show Selection and Expenditure Approval - Hector Gomez, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING [PROPOSAL A WITH OPTION 1 OR 2] OR [PROPOSAL B] FROM ZAMBELLI FIREWORKS MANUFACTURING CO. FOR ENHANCED FIREWORKS DISPLAY SERVICES FOR THE TOWN’S 2024 FOURTH OF JULY EVENT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE ANY NECESSARY AGREEMENTS FOR THE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

[Resolution Approving Zambelli Fireworks Display For July 4 2024](#)

[Attachment A - Zambelli 4th of July firework with barge proposal](#)

[Attachment B - Zambelli 4th of July firework without barge proposal](#)

5F. Establishment of the Surfside Youth Council - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ESTABLISHING THE SURFSIDE YOUTH COUNCIL; ADOPTING THE COUNCIL'S CHARTER AND ORGANIZATIONAL STRUCTURE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Establishing Youth Council Committee \(Fact-Finding\)](#)

5G. 96th Street Park Sidewalk Extension Using Municipal Transportation Fund (CITT) - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION WITH SARIOL REDERO INC. FOR PHASE ONE OF THE BAY DRIVE AND 96TH STREET TO 95TH STREET SIDEWALK IMPROVEMENTS PROJECT; AUTHORIZING EXPENDITURE OF FUNDS; FINDING THAT THE PROJECT IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS CONTRACT FOR PUBLIC IMPROVEMENTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Drawing](#)

[Attachment B - Proposals](#)

[Reso Approving Quote and Construction Contract - Sariol Redero - Bay Drive Sidewalk Project](#)

[Exhibit A - Contractor's Quote](#)

[Construction Contract - Sariol Redero - Ph 1 Bay Drive 95th 96th Street Project](#)

5H. Request for Information on Mayor Danzinger's Trip to Dubai in October 2022. - Commissioner Marianne Meisheid

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REQUIRING MAYOR DANZINGER TO PROVIDE ALL RECORDS OF RECEIPTS, CONTRIBUTIONS, DONATIONS, EXPENSES, AND MEETING RECORDS RELATED TO HIS VISIT IN DUBAI WITH THE CHAIRMAN OF DAMAC, HUSSEIN SAJWANI; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution - Request for Information on Mayor Danzinger's Trip to Dubai in October 2022.](#)

5I. FPL Underground Electric Facility to Service 96th Street Park and Easement Authorization - Hector Gomez, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$107,733 TO FLORIDA POWER & LIGHT (FPL) FOR ELECTRICAL UTILITY FACILITIES TO SERVICE 96TH STREET PARK; APPROVING AND AUTHORIZING THE GRANTING OF AN EASEMENT TO FPL ON A PORTION OF THE 96TH STREET PARK FOR ELECTRICAL UTILITY FACILITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN

EFFECTIVE DATE.

[Attachment A - Picture of Work](#)

[Attachment B - Scope of Work and Correspondence with FPL](#)

[Resolution - Authorizing Expenditure of Funds - FPL Electrical Facilities and Easement 96th St Park](#)

[Attachment A - FPL Invoice](#)

[Attachment B - Easement Information](#)

- 5J. Abandonment and Vacation of a Portion of Right-of-Way Known as "Bay Drive Bend" Between Harding Avenue and Collins Avenue - Hector Gomez, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONFIRMING THE ABANDONMENT AND VACATION OF A PORTION OF RIGHT-OF OF-WAY KNOWN AS "BAY DRIVE BEND" BETWEEN HARDING AVENUE AND COLLINS AVENUE, AS SHOWN ON THE PLAT OF "SECOND AMENDED PLAT OF NORMANDY BEACH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, AT PAGE 44, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN ATTACHMENTS "A" AND "B"; PROVIDING FOR IMPLEMENTATION; RECORDING AND TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - 8750 Collins Avenue Appraiser Summary Report](#)

[Resolution - Confirming Vacation of Right-of- Way Bay Drive Bend](#)

[Attachment A - Vacate Sketch \(Non Surveyor\)](#)

- 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
[2024 February Town Manager's Report](#)

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Investigation Report Findings - Hector Gomez, Town Manager

9B. Update - Abbott Avenue Town Stormwater Improvements - Hector Gomez, Town Manager

[Attachment A - Memo from Keith](#)

9C. Stormwater Masterplan and Abbott Avenue Drainage - Vice Mayor Rose

10. Adjournment

Respectfully submitted,

Hector R. Gomez
Town Manager

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

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

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

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

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



**Town of Surfside
Special Town Commission - Quasi-Judicial Hearing
MINUTES
January 9, 2024
5:00 PM**

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:01 pm.

1.B Roll Call of Members

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

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

Absent: Commissioner Nelly Velasquez

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

1.C Pledge of Allegiance

Chief Marciante led the pledge of allegiance.

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 for ex-parte communications.

There was no ex-parte communications from any members of the Town Commission.

2.A 9133 Collins Avenue - Site Plan Amendment and Conditional Use Application
- Hector Gomez, Town Manager

Staff Recommendation: This application is for a Site Plan Amendment to eliminate the hotel use from the prior approval and a Conditional Use request to operate a restaurant in a solely multifamily residential project. Both portions of the application have been reviewed and found to be compliant with the Zoning Code.

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

The 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 project has minimal impacts on the environment and natural resources.

The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside.

This proposal will have a positive impact on the local economy by increasing the tax base. The redevelopment may also support other redevelopment in the area. The historic Seaway Villas restaurant will provide a unique restaurant experience in the Town.

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.

While the increase in the restaurant size will increase some public facility demands, it will not offset the reduction in impact of the dwelling units and the elimination of the hotel and their reduction in the water, sewer, solid waste and other public facilities.

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.

It is expected the reduction in the dwelling units and the elimination of the hotel use will offset any increases associated with the increase traffic associated with the restaurant expansion.

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,

The current building exterior will remain the same and the historic Seaway Villas restaurant use will be compatible with the community character of the area.

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

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.

Town Administration recommends that the Applicant's Site Plan Amendment package be approved by the Town Commission with the following conditions:

- Restricted Covenant over the caretaker units to be sold in conjunction with the main unity. Caretaker units defined in Code Section 90-2.
- Parking utilization study after operations are functioning may allow for greater number of seats. This provision to be added to the development order to permit administrative review.

Conditional Use applications for restaurants in the H120 district are reviewed according to ordinance 23-1750, which requires:

- The restaurant is a full-service establishment that employs waitstaff.
- The restaurant use (including any outdoor dining) may comprise no more than 5% of the of the multifamily project's total floor area.
- Sufficient parking is provided per code section 90-77.
- Valet parking is provided for the restaurant use to prevent impact to traffic on Collins Avenue.
- The outdoor dining area may not have outdoor speakers and must close no later than 11pm
- Outdoor lighting must be internally directed.
- One wall sign of 20SF is permitted with approval form the Planning and Zoning Board.
- The Town Commission may impose other conditions or requirements.

All of the above conditions have been met and will be formally established through Resolution, if the Town Commission approves this application for a Conditional Use. Town Administration recommends that the Applicant's Conditional Use request be approved by the Town Commission.

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.

Ian DelMello representative for the project showed some renderings of the project.

Bill Thompson representative of the project also spoke on the item.

Mayor Danzinger opened the floor to public comments.

The following member of the public spoke:

George Kousoulas spoke in favor of the project. (Prior to speaking Mr. Kousoulas was advised that he has to register as a lobbyist after speaking on this item as he stated he currently works for Fort Partners. Mr. Kousoulas stated that he will register).

Mayor Danzinger closed the floor to public comments.

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

Town Attorney Recio made a comment about an amendment that was provided ahead of time to the Town Commission located on page 3 of 8 in the resolution, under special conditions (A.1.) to read as follows:

Prior to any certificate of occupancy, the Applicant shall execute and record a Declaration of Use in form and substance acceptable to the Town Attorney, providing that only unit owners can own or rent a caretaker unit.

The motion carried 4-0 with Commissioner Velasquez absent.

[Attachment A-Site](#)

[Attachment B-DRG notes](#)

[Letter of Intent](#)

[Site Plan Amendment Plan Set](#)

[Landscape Plan Set](#)

[Reso Re Site Plan Amendment - 9133-9149 Collins Avenue.pdf](#)

2.B 9341 Bay Drive - Variance - Hector Gomez, Town Manager

Staff Recommendation: The setback variance application is determined to be in harmony with the general intent and purpose of the Town Comprehensive Plan and Town Code. The Planning and Zoning Board recommended approval of this application at its meeting on November 30th, 2023. Town Administration recommends that the Town Commission approves this application.

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

Town Manager Gomez introduced Town Planner Judith Frankel.

Town Planner Frankel provided an overview and background of the project.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

George Kousoulas provided his opinion on this item.

Mayor Danzinger closed the floor to public comments and opened the discussion to the Town Commission.

Commissioner Landsman asked Town Planner Frankel about the comments Mr. Kousoulas made.

Town Planner Frankel stated that all those points were addressed in the staff report that was provided with the agenda packet.

Commissioner Meischeid stated that she does not believe that the applicant has followed the process. She stated that she believes that the applicant should write and state which of the eight criteria do they feel they are in need of.

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

Sandra Sous, property owner spoke in favor of the item and expressed that she has done everything that she has been asked for by the Town. She stated that maybe everything was not done to perfection but as homeowners they are in compliance with everything they were required to do, and she would appreciate the Commission's approval.

Commissioner Meischeid insisted that the applicant did not follow the proper procedure and did not complete and submit the criteria herself.

After further discussion and at the request of Commissioner Meischeid, the applicant read into the record the merits of the criteria.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[9431 Bay Images and Zoning Tables](#)

[Variance Set](#)

[Addition Plans Set](#)

[9341 Bay Drive Variance Application](#)

[Property Survey](#)

[9341 Bay MDC Property Appraiser summary](#)

[Variance Resolution - 9341 Bay Drive](#)

3. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 5:53 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Accepted this _____ day of _____, 2023.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
January 9, 2024
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 6:13 pm.

1B. Roll Call of Members

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

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

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

1C. Pledge of Allegiance

Chief Marciante led the pledge of allegiance.

1D. Mayor and Commission Remark - Mayor Shlomo Danzinger

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

A motion was made by Commissioner Landsman to move item 9F (Establishment of the Surfside Youth Advisory Council) to be heard before item 2 (Quasi-Judicial Hearings), link item 9D (92nd Street Park Discussion) and item 3C (Consent Agenda) and defer item 9B (Investigation Report Findings) to the February meeting, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger provided his community notes.

2. Quasi-Judicial Hearings

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 for ex-parte communications.

Commissioner Landsman met with Michael Szafranski, Mr. Schwartz and Graham Penn.

Commissioner Meischeid met with Michael Szafranski and Mr. Schwartz.

Commissioner Valsquez met with Michael Szafranski and Mr. Schwartz.

Vice Mayor did not have any meetings with the applicants.

Mayor Danzinger did not meet with the applicant but did facilitate a meeting between some concerned residents and the applicant regarding some safety concerns.

A motion was made by Vice Mayor Rose to link the discussion portion of item 2A (9300 Collins Avenue-New 87-Unit Multi-Family Building) and item 2B (9300 Collins Avenue-Religious Land Use Relief), seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

2A. 9300 Collins Avenue - New 87-unit Multi-Family Building - 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:

The development, as proposed, conforms to the Comprehensive Plan and the Zoning Code.

The proposal complies with the Town's Comprehensive Plan in that the development is a residential use at a density consistent with the Future Land Use Plan. Staff also finds that the proposal complies with the Zoning Code. The Site Plan has underground parking, and an application has been filed to allow a Religious Facility (Synagogue) on site. The Application will be approved or denied by the Town Commission. Note, the formerly approved Site Plan also utilized underground parking but was acceptable due to its hotel use.

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 project has minimal impacts on the environment and natural resources. The previous apartments on this site were demolished and the existing site is now vacant. There are no existing natural resources or sensitive plant communities on the site. Construction impacts will be minimized by the Town's development regulations.

The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside.

This proposal will have a positive impact on the local economy by increasing the tax base with 87 new dwelling units averaging approximately 1,620 SF of floor area.

The redevelopment may also support other redevelopment in the area. The population added by this project will also benefit the downtown businesses.

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 of this site with new construction and existing development regulations will include facilities with water conservation principals in both the building dwelling units and in the landscape design. The Town will also require the Applicant to upgrade the water line running in the middle of the block and improve on-site drainage collection. The water, sewer and solid waste impact can be accommodated by the Town.

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 project will generate additional traffic volumes according to the traffic study submitted by the Applicant. It is estimated 31 AM and 28 PM vehicle trips will be generated by the project. The majority of these trips will be oriented to the underground parking area which accesses 93rd Street. 93rd Street has traffic signals on both Collins Avenue and Harding Avenue and the traffic will be accommodated by these roadways. The Applicant is also widening the sidewalk on Collins Avenue to 8 feet and is closing several prior curb cuts of Collins Avenue from this site. On-street parking is being provided on Collins Avenue at a higher level than the existing condition and only one access drive for drop-offs and pick-ups is connected to Collins Avenue.

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,

The 3-story development of this site is consistent with the general development of the west side of Collins Avenue. The area on the east side of Collins Avenue are primarily 12 story buildings. The area west of the property fronting on Harding Avenue is primarily parking lots (Town Hall lot and the 94th Street lot). Two existing single-family dwellings are located just south of the west parcel to this project (Lot 19). Lot 19 is primarily a landscape area with access to the Harding Avenue sidewalk.

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

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.

Town Administration recommends the Applicant's Site Plan package be approved by the Town Commission with the following conditions:

- All height related dimensions must be based on the average crown of road for Collins Avenue and in both NAVD and NGVD. This has been provided on all revised sheets and the application complies with height limitations. New drawing sheets A-203 and A-204 need to have Average Crown of Road and NAVD and NGVD indications added to the drawing sheets for consistency.
- Dry flood proofing of the underground garage level is necessary. Flood shields have been added to the garage entrance and the loading dock. Additional flood proofing of the underground garage walls may be required. The Town Building Official will need to verify the flood proofing requirement.
- Provide a plan detail adjacent to the on-street parking spaces illustrating the Collins Avenue sidewalk with curb and gutter, Medjool Date Palm with tree grate, sidewalk width between the inside edge of the tree grate and the 2-foot-high wall. Plan must provide a minimum 5-foot-wide walkway width between proposed property wall and any tree grate.
- The landscape table provided should reflect the proposed tree and plant Florida Friendly percentages. The revised landscape plan has 58 Florida Friendly native trees out of 125 total trees which is 46%. The landscape table on Sheet L-07 should depict this percentage. Florida Friendly shrubs are 2,034 out of 4,574 total shrubs which are 44%. The landscape table on Sheet L-09 should reflect this percentage.
- Obtain FDOT Access Connection Approval for Collins Avenue prior to approval of the final building permit plans.

Attachment A: Site and Zoning Characteristics Table

Attachment B: Bougainvillea Apartments Historic Designation Reports

Attachment C: Town Building Official Letter of Determination

Attachment D: DRG Meeting Memo

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.

Graham Penn, representative of the project provided some letters of support for the record and presented the item to the Town Commission and showed some renderings of the project.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Gerardo Vildostegui spoke about the religious relief.

Joshua Epstein spoke about the religious relief.

Eliana Salzhauer spoke about the covenant and that it is a false covenant. She stated that when the developer sells the property the covenant will no longer be in effect and the new owners can invoke the live local. She stated that the underground parking should not be allowed.

George Kousoulas stated that this project should be approve but not tonight. He believes that the project does not meet code. He urged the Town Commission to defer the item.

Jeff Zomper presented a 10-year rent versus investment profit analysis to the Town Commission.

Tricia Fowley stated that they do not oppose the project. She would like for the sanitary sewer system and pump station to be placed on the 94th Street lot. If unable to do so and it must go on 93rd street parking lot, then to consider placing it in the Southeast corner so that it is not abutting her property.

Mosche Schneider - President of Marbella Condominium spoke on the item and he stated that they do need more synagogues.

Jonathan Fish welcomed the new neighbors and spoke in favor of the project.

Ruven Herssein spoke in favor of the project. He stated that every project that have been approved are beautiful and create wealth and value for every resident in Surfside.

Meir Cosiol spoke and believes it is a beautiful project and that the Town Commission should approve it.

Steven Schrasa spoke in favor of the item and believes the Town Commission should approve it.

Mayor Danzinger closed the floor to public comments.

Graham Penn rebutted a few comments made by members of the public and requested the approval of both item 2A (9300 Collins Avenue-New 87-Unit Multi-Family Building) and item 2B (9300 Collins Avenue-Religious Land Use Relief).

Town Planner Frankel stated that the Town Code dictates three criteria that the applicant must establish in order for the Town to consider their request. Town Planner Frankel went through the criteria and read them into the record:

1. The applicant is a claimant under RLUIPA or RFRA; and
2. The town has imposed a substantial burden on the religious exercise of the applicant, whether a person, religious assembly or instruction, and the burden is not a result of the town furthering a compelling governmental interest and is not the least restrictive means of furthering that compelling governmental

interest; or

3. The town has imposed or implemented a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution, discriminates on the basis of religion or religious denomination, excludes religious assemblies from a jurisdiction or unreasonably limits religious assemblies, institutions or structures within a jurisdiction.

The applicant addresses these items in the submitted Religious Land Use Request Form. **Attachment A to the agenda item: Religious Land Use Request Form. Attachment B to the agenda item: Letter of Intent.** The applicant responses and Town regulations are below:

1. The applicant has claimed relief under RLUIPA
2. The applicant states: "Code section 90-41 bars all religious assembly uses outside of SD-B40"; and "The Town's regulation has made it impossible to develop a religious assembly use on the property." This is correct. The Town zoning code does not permit public places of assembly in the H40 zoning district.
3. The applicant answered "yes" on the form to the question of whether the religious assembly has been treated on less than equal terms to other nonreligious assembly. The applicant states "The H40 district permits 'as of right' other nonreligious assembly uses such as hotels and motels with accessory ballrooms and meeting rooms, in this area." These accessory uses in a hotel are required to have internal access only and are amenities mainly for hotel guests. Accessory uses in residential buildings are for the exclusive use of the residents and guests of the building and not for public assembly. Public assembly use oriented to the general public, whether religious or nonreligious, as the primary land use or accessory land use is not permitted "by-right" in this zoning district.

Town Planner Frankel stated that the Town Administration recommends review of code section 90-99 for determination of criteria satisfaction and consideration of public input and information. The Town Commission may elect to:

1. Grant the relief requested; or
2. Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or
3. Deny the request, in accordance with federal law.

Town Administration recommends the following conditions accompany a whole or partial approval of the applicant's request:

- ADA complaint access to the Religious Use be available from a public right-of-way.
- Use of the designated space be restricted to a specified religious congregation or assembly. The space may not be utilized as a party room for the residential use at the property.
- Any changes to the use or design of the religious use space as described in the Site Plan Application presently under review must be approved by the Town

Commission

- A separate folio may not be established for the religious use separate from that of the residential portion of the development.

Commissioner Landsman asked if the relief changes the zoning of the property to mixed used.

Town Attorney Recio responded that it does not. He further stated that for the live local you have to be in a commercial district, industrial or mixed used.

Commissioner Landsman further asked if the project meets Town Code from the Town Planner.

Consultant Town Planner Keller responded affirmatively.

Commissioner Landsman also asked if they could ask for a tax exemption.

Town Attorney Recio reiterated that the applicant stated that the covenant filed by the applicant states that they will not seek a tax exemption.

Commissioner Meisheid stated that it is a nice property, and she is sure that the neighborhood will welcome it. She stated that she is aware that they are placing a synagogue in order to obtain underground parking. She believes that if they need the synagogue it should be at least 25% of the project. She further stated that the applicant may consider making the synagogue larger to meet the 25%.

Commissioner Velasquez asked the applicant if they did not have the religious exemption, if they would be able to build the proposed building with the underground parking.

Graham Penn stated that the synagogue will be a benefit to the neighbors.

Commissioner Velasquez stated that she also read that FEMA requires them to have the 25% requirement.

Graham Penn, representing the applicant respectfully disagreed with Commissioner Velasquez. He stated that setback for the historical building there is less than 17 feet which is the requirement for air to flow through.

Commissioner Velasquez spoke about the covenant and asked what happens with the covenant if they sell the property. She believes that the covenant should state "and any future owner" and in number 4 should state that if you sell the property, the same covenant should apply for any future owner.

Graham Penn stated that the covenant will run with the land. He stated that the only way the covenant will lose validity is if any of three thing occurs:

- The owner abandons the project,
- Any new or modification of zoning laws that nulls the covenant, or
- The expiration of the resolution.

Commissioner Velasquez insisted on adding the language to the covenant.

Graham Penn deferred to the Town Attorneys to see if they can come up with a more appropriate language as they see fit.

A recess took place at 8:21 p.m. in order to start the Good and Welfare portion of the meeting.

The meeting resumed at 8:54 pm.

Town Attorney Recio along with Mr. Penn discussed the language on the covenant and offered the following amendment to the document.

"On page 1, fourth paragraph will read as follows: "Now Therefore, in consideration of the premises, Owner and successors and/or assigns hereby freely, voluntary...", and paragraph 6 will read as follows: "...Miami-Dade County, Florida, shall run with the land and shall continue...".

Vice Mayor Rose asked from the Town Attorney if the application meets code.

Town Attorney Recio stated that it does.

Vice Mayor Rose asked if the building is higher, which response was that it was not.

Vice Mayor Rose asked if the building had more units, which the response was that it is a different project as the previous project was a hotel.

Mayor Danzinger thanked Mr. Szafranski and Mr. Schwartz for meeting with the residents of the Marbella condominium and take the time to address their concerns.

Mayor Danzinger stated that this project will benefit residents as it is no longer a hotel.

Mayor Danzinger spoke about the religious relief and that the Town should not spend dollars to defend lawsuits related to this matter. He also stated that this land is not a mixed used and will not be used for live local.

After further discussion the following motion was made.

A motion was made by Vice Mayor Rose to approve the resolution with the amendments discussed above to the covenant, seconded by Mayor Danzinger. The motion carried with a 3-2 vote with Commissioner Meisched and Commissioner Velasquez voting in opposition.

[Attachment A - Zoning Table](#)

[Attachment B - Bougainvillea Apartments Historic Designation Documents](#)

[Attachment C - Letter of Determination regarding Mixed-use and Underground Parking Garage](#)

[Attachment D - DRG Meeting Memo](#)

[9300 Collins Site Plan packet 12.22.23](#)
[9300Collins Avenue Resolution with Exhibits](#)
[9300 Collins Avenue Supplemental Packet.pdf](#)

2B. 9300 Collins Avenue - Religious Land Use Relief - Hector Gomez, Town Manager

Town Administration recommends review of code section 90-99 for determination of criteria satisfaction and consideration of public input and information. The Town Commission may elect to:

1. Grant the relief requested; or
2. Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or
3. Deny the request, in accordance with federal law.

Town Administration recommends the following conditions accompany a whole or partial approval of the applicant's request:

- ADA complaint access to the Religious Use be available from a public right-of-way.
- Use of the designated space be restricted to a specified religious congregation or assembly. The space may not be utilized as a party room for the residential use at the property.
- Any changes to the use or design of the religious use space as described in the Site Plan Application presently under review must be approved by the Town Commission
- A separate folio may not be established for the religious use separate from that of the residential portion of the development.

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

A motion was made by Vice Mayor Rose to link the discussion portion of item 2A (9300 Collins Avenue-New 87-Unit Multi-Family Building) and item 2B (9300 Collins Avenue-Religious Land Use Relief), seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

This item was heard in conjunction with item 2A (9300 Collins Avenue-New 87-unit Multi-Family Building).

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

[Attachment A: Religious Land Use Request Form](#)

[Attachment B: Letter of Intent -- Religious Land Use Relief](#)

[Religious Land Use Relief Map.pdf](#)

[Reso Religious Use Request - 9300 Collins Avenue.docx](#)

3. Consent Agenda

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member

may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

A motion was made by Vice Mayor Rose to approve the consent agenda minus item 3A (Approval of Minutes) and correcting the linkage to link item 9D (92nd Street Park Discussion) and item 5B (Town of Surfside Sister City Resolution and Key to the Town Request), seconded by Commissioner Landsman. The motion carried with a 5-0.

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

A motion was made by Commissioner Meischeid to amend the minutes to include that she disagreed with the comments made by Mayor Danzinger on the item of anti-semitism, seconded by Commissioner Velasquez.

Town Clerk McCready stated that she was unable to complete the section of those minutes due to members of the Town Commission speaking over each other. She suggested that if verbatim minutes are required, a certified court reporter can be retained.

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

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

[December 12, 2023 Regular Town Commission Meeting Minutes](#)

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

Approved on consent.

[November 27, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)

3C. Authorizing of a Mutual Aid Agreement Between the City of Hialeah and the Town of Surfside Police Department - Hector Gomez, Town Manager

Town administration is recommending that the Town Commission authorize the Mutual Aid Agreement between the City of Hialeah and the Town of Surfside Police Department for a period of five (5) years.

Approved on consent.

[MAA 2023 COH and Town of Surfside.pdf](#)

[Reso Approving Police Mutual Aid Agreement with City of Hialeah](#)

3D. Authorization to Expand on Video Surveillance and Recording Camera

System for Parking Lots Located at Town Hall Lot and 94 Street Lot - Hector Gomez, Town Manager

Town Administration recommends approval of an expenditure in the amount of \$57,018 with Streamline Voice and Data for Video Surveillance and Recording Camera System for Parking Lots on Harding and 94th Street and Harding and 93rd Street.

Approved on consent.

[Resolution Approving Surveillance Camera Equipment Purchase from Streamline Voice for Harding Avenue Parking Lots.pdf](#)

[Exhibit A - Parking Lots Surveillance System Proposal](#)

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

Town Administration recommends approval of Budget Amendment Resolution Number 3.

Approved on consent.

[Resolution Approving Budget Amendment No. 3](#)

[Attachment A - FY2024 Budget Amendment No. 3](#)

3F. Authorizing the Town Manager to Execute the Interlocal Agreement with Miami-Dade County, Governing the Provision of On-Demand Transit Services - Hector Gomez, Town Manager

The Town administration recommends approval of this resolution.

Approved on consent.

[Resolution Approving MDC ILA for On-Demand Transportation Services](#)

[Exhibit A - ILA with Miami Dade County.pdf](#)

4. Ordinances

Second Reading

4A1. Update Town Code Section 70-41 and 70-42 to Increase Local Business Taxes as Allowed by State Statute - Hector Gomez, Town Manager

Town administration is recommending the Town Commission to increase local business taxes by up to 5%, which is the permissible amount under state statute.

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

Town Manager Gomez introduced the item.

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

Mayor Danzinger opened up the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comment.

Commissioner Velasquez asked the Town Manager how often increases would take place.

Town Manager Gomez stated that just this time and in accordance with Florida Statutes. He also stated that any future increase has to be presented to the Town Commission in a form of an ordinance as set forth in the Town Code.

The motion carried with a 5-0 vote.

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

4A2. Ordinance Amending Chapter 54 - Offenses and Miscellaneous Provisions, Camping Prohibited - Hector Gomez, Town Manager

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 prohibiting camping as defined in the ordinance and 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.

The Ordinance was amended to incorporate changes directed by the Town Commission at first reading to prohibit camping on private residential property unless consented to by the owner, and to make non-substantive clarifications and revisions.

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

Town Manager Gomez introduced the item.

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

Mayor Danzinger opened up 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 comment.

After some discussion amongst the Town Commission, the motion carried with a 3-2 vote with Commissioner Meisheid and Commissioner Velasquez voting in opposition.

[Ordinance Amending Chapter 54 - Offenses and Miscellaneous Provisions - Camping Prohibited - Second Reading](#)

First Reading

4B1. Permit Fees for Condominium Recertification and Special Assessments - Hector Gomez, Town Manager

Town administration recommends adopting the proposed Code change of Section 14-29 and adopting subsection (k).

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

Town Manager Gomez introduced the item.

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

Mayor Danzinger opened up the floor to public comments.

The following members of the public spoke on the item:

George Kousoulas supports the item but believes it should be 50% instead of 20% off.

Mayor Danzinger closed the floor to public comment.

The Town Commission deliberated the percentage that is appropriate.

The Town Manager suggested the Town Commission approves 20% but no more than 30%. He explained that the Town will provide them with a financial report for 2024 and at that point they can change the percentage if they would like.

After some discussion the motion carried with a 5-0 vote.

[Ordinance Amending Sec.14-29 Permit Fees for Building Recertification](#)

4B2. Stormwater Retention and Drainage in H30A and H30B - Hector Gomez, Town Manager

Town Administration recommends the implementation of explicit requirements for on-site stormwater retention through drainage planning and retaining wall structures when appropriate.

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

Town Manager Gomez introduced the item.

Mayor Danzinger opened up the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer liked the item but believes that the neighbor should get 6 feet and the neighbor could decide what to do with it. She spoke about the health issues with standing water and mosquitos.

George Kousoulas spoke about the size of the wall. He does not believe this should take place at the expense of the other neighbor. He stated that you should do it on your property, and you only get 6 feet.

Mayor Danzinger closed the floor to public comment.

Commissioner Velasquez asked if they have to raise the entire house? She believes a three (3) foot wall should be sufficient.

Commissioner Landsman spoke about the retaining wall and the pools.

Building Official Jim McGuinness stated that residents living next to a new construction, are complaining that the neighbor's houses are getting flooded. He is requesting the power to enforce retaining stormwater within their own property or convey it to a legal drainage and building infiltration trenches and fields which avoids the backyards from getting flooded.

Commissioner Meischeid believes they do not have to be 10 feet. She stated that the house can be raised by FEMA but that you do not have to raise the yard. She believes that 6 feet is a better number.

Vice Mayor Rose stated this scales it back to a 6 foot wall and spoke regarding the 50% opacity. He has seen it in Surfside and it needs to be looked at what is the reality of the item. He stated most people are doing 6 foot retaining walls and spoke regarding what this ordinance will allow. He stated that this ordinance as written is very well done.

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

[Ordinance On-Site Retention of Stormwater and Retention Wall Standards](#)

4B3. Code Amendment for Submerged Lands and Pointe Lake Development -
Hector Gomez, Town Manager

Town Administration recommends approval of this ordinance in order to clarify the prohibitions on development in Point Lake and Biscayne Bay for the protection of adjacent properties, the general public and marine life.

The Town Commission called for a recess at 10:17 pm.

The meeting was called to order at 10:28 pm with the following members of the Town Commission present:

Mayor Shlomo Danzinger, Vice Mayor Rose and Commissioner Landsman.

Absent members: Commissioner Meischeid and Commissioner Velasquez.

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

Town Manager Gomez requested the Town Attorney to assist in the presentation of this item.

Town Attorney Arango provided an overview of the ordinance.

Mayor Danzinger opened up the floor to public comments.

The following individuals from the public spoke:

Manuel Lecour spoke in favor of the item.

David Wolfson spoke in favor of the item.

Mayor Danzinger closed the floor to public comment.

The members of the Town Commission expressed the intention is to preserve the lake.

After some discussion among staff and the Commission, the following motion was made.

A motion was made by Commissioner Landsman to approve the ordinance on first reading, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Ordinance No Development on Point Lake](#)

5. Resolutions and Proclamations

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

Mayor Danzinger opened up the floor to public comments for this section of the agenda.

The following members of the public spoke:

Gerardo Vildostegui spoke regarding item 5A (Awarding Contract to Keith Engineering for the Surfside Memorial).

Eliana Salzhauer spoke regarding item 5A (Awarding Contract to Keith Engineering for the Surfside Memorial).

5A. Awarding Contract to Keith Engineering for the Surfside Memorial - Hector Gomez, Town Manager

The Town Administration seeks Town Commission approval to award a contract not to exceed \$246,000 for professional services to KEITH, the short-listed firm from RFP No. 2023-04, for Design Services for the Surfside Memorial. Additionally, the

Town will retain \$30,000 for potential additional services, such as surveying or reimbursable expenses. This decision follows successful negotiations conducted in accordance with the CCNA (Consultants' Competitive Negotiation Act) Guidelines for design services related to the Surfside Memorial Park project.

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

Town Manager Gomez introduced the item.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Attachment A - KEITH Proposal for the Surfside Memorial.pdf](#)

[Attachment B - Surfside Memorial Proposed Schedule - 12-18-23 - Final.pdf](#)

[Resolution Approving Agreement with Keith for Design of Surfside Memorial](#)

[Professional Services Agreement - Keith - Surfside Memorial Design Services RFQ 2023-02.docx](#)

[KEITH Proposal for the Surfside Memorial.pdf](#)

5B. Town of Surfside Sister City Resolution and Key to the Town Request - Shlomo Danzinger, Mayor

For the commission to approve the resolution of the town of Surfside, Florida, establishing a sister city relationship with the City of Hialeah, FL, as a sister city to the Town of Surfside, Florida.

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

This item was linked to item 9D (92nd Street Park Discussion).

Mayor Danzinger presented the item and invited Mr. Frank MacBride to provide his presentation.

Mr. MacBride provided a presentation that he had made in front of the Parks and Recreation Committee. He suggested to create and display some art around Town and he proposed to place a small area dedicated to parents to read with their children.

Parks and Recreation Committee Chair Retta Logan spoke and invited the Town Commission to come up with a different name as Miami Beach already has a "Flamingo" Park.

The commission discussed amongst themselves what they would like to see done in the pocket park.

Commissioner Landsman would like to consider providing wifi in the park for those that would like to read on electronic devices.

Randi McBride stated that the pergola that was installed in the park looks to be out of place and should be looked at.

A motion was made by Commissioner Landsman to approve with a slight modification on the park name to be Flamingo Garden, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to include a table, benches and book exchange for an amount not to exceed \$15,000, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to extend the meeting 30 minutes at 11:11pm, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Key to the Town Request Form - Mayor Bovo.pdf](#)

[Resolution Establishing Sister City Relationship with Hialeah](#)

5C. Town Commission Selection of Conceptual Design Plan and Advancement to Design Development with Kimley-Horn & Associates, Inc. for the Surfside Boulevard Beautification Project from Bay Drive to Harding Avenue - Hector Gomez, Town Manager

The Town Administration requests Town Commission approval to proceed with the selection of one of the conceptual design plans presented by Kimley-Horn & Associates, Inc. for the Surfside Boulevard Beautification Project from Bay Drive to Harding Avenue. Additionally, the Town Administration is authorized to enter into the design development phase with the selected conceptual plan. This decision follows extensive consultations and reviews of the conceptual plans and aligns with the Town's objectives for enhancing the Surfside Boulevard infrastructure and aesthetics.

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

Town Manager Gomez introduced the item.

A motion was made by Vice Mayor Rose to approve the resolution and proceed with option 2 for discussion purposes, seconded by Commissioner Landsman.

Commissioner Landsman leans more towards option 1.

Mayor Danzinger would like to see a smaller radius of a circle if the decision is to go with a circle.

The consensus was to move forward with option 2 but reduce the size of the circles.

The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Reso Selecting and Approving Conceptual Design Plan Surfside Blvd Beautification](#)

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 good and welfare.

The following members of the public spoke:

Eliana Salzhauer spoke about truth in defense of slander and accusations of her being disrespectful. She stated anything she says up here has been researched. She spoke regarding the Demac property and what is allowed on the property.

George Kousoulas spoke about the conduct and every resident's fundamental right to speak up.

Gerardo Vildostegui spoke about the DAMAC project, and he would like to know if there is any update regarding the 8777 site and the memorial. He also spoke about Town Code, Rule 7.05 and the criteria the Mayor uses.

Joshua Epstein spoke about how now there is only two minutes on every item to speak. He suggested that three minutes should be given to every speaker. He spoke about emails that are being sent out from Surfside Tomorrow and that the Town should direct the Town Attorney's office to see if there are any electioneering violations.

Randi McBride stated that all five commissioners were elected to represent all residents. She felt that the Vice Mayor's opening remarks were intended to silence residents.

Frank McBride spoke about the upcoming event to recognize former elected officials. He stated that the timing seems inappropriate and at this time he will not be attending the event.

Martin Langesfeld asked what the status of the investigation is. He would like to know how is it that another building is going up without knowing why the Champlain Tower South collapsed. He spoke about the Memorial and that the family of the victims are not being informed of what is going on.

There being no one else wishing to speak under Good and Welfare, Mayor Danzinger closed Good and Welfare.

Commissioner Landsman spoke about the 8777 Collins Avenue and the adopted resolution. He stated that it was not exactly what all the family members wanted but it was a step forward in the right direction. He thanked the members of the public for the feedback they receive monthly.

Commissioner Meisheid spoke about 8777 Collins Avenue site and FEMA and she stated that she will continue to follow up with the families to make sure that according to FEMA they are not building. She further stated that she would like to know as to how to find out

who is behind Surfside Tomorrow.

Commissioner Velasquez agrees that Town Code Section 7.05 should be amended. She believes that the Mayor should not use these rules to suppress speech. She spoke about the 3 minutes and how everyone should be able to speak three minutes on every item and it is currently taken away from residents.

Vice Mayor Rose stated that everyone is entitled to their opinion. He believes that if you are trying to undermine the projects and what this commission is doing, he believes they should be called out. He thanked Mr. MacBride for his service as an elected official. He thanked all the residents for coming out and participating.

Mayor Danzinger spoke about the memorial committee and how there are currently emails and meetings scheduled related to the memorial. He addressed Town Code Section 7.05. He also addressed the comment made regarding the two minutes per item and that is to try to have a productive meeting and finish the agenda set forth.

7. Town Manager and Town Attorney Reports

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

Town Manager Gomez introduced the item and provided an overview of the Town Manager's Report.

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 Town Manager's Report, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

[January Town Manager's Report](#)

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

Town Attorney Arango introduced the item and provided an overview of the Town Attorney's Report and pending litigations.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Gerardo Vildostegui spoke about the ethics complaint filed by Commissioner Velasquez against Mayor Danzinger. He would like to know if the Town Attorney is representing the Mayor on this matter.

The Town Attorney addressed the comments and stated that they are not representing Mayor Danzinger.

Mayor Danzinger also addressed the comments made by Mr. Vildostegui.

Mayor Danzinger closed the floor to public comments.

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 with Commissioner Meischeid and Commissioner Velasquez absent.

[Town Attorney's Report](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Amendment to 90-74. - "Temporary Signs" to allow for creativity - Shlomo Danzinger

To promote creative expression and diversity, the commission should consider eliminating the current requirement for a black and white color palette in temporary signage.

Mayor Danzinger introduced the item to the Town Commission.

The current code requires that all real estate signs be in black and white and may include a trademarked logo or symbol. Someone has been going around town and complaining about real estate signs that are in color and is filing complaint.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to remove some of the restriction in Town Code Section 90-74 (a)(3) removing item 3 for first reading, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

9B. Investigation Report Findings - Hector Gomez, Town Manager

For the Town Commission to discuss and recommend.

A motion was made by Commissioner Landsman to move item 9F (Establishment of the Surfside Youth Advisory Council) to be heard before item 2 (Quasi-Judicial Hearings), link item 9D (92nd Street Park Discussion) and item 3C (Consent Agenda) and defer item 9B (Investigation Report Findings) to the February meeting, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

This item was deferred to the February 13, 2024, Regular Town Commission meeting.

9C. ITB 2023-05 Abbott Avenue Pump Station Project Bid Opening Results and Recommendation - Hector Gomez, Town Manager

For the Town Commission to discuss and provide direction to the Administration on how to proceed.

A motion was made by Vice Mayor Rose to extend the meeting 15 minutes at 11:44pm, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

Town Manager Gomez provided an overview of the ITB 2023-05 related to the Abbott Avenue pump station project bid opening results. He stated that due to the Cone of Silence he is unable to ask the bidders what happened.

Vice Mayor Rose stated that it is inappropriate that there are two Commissioners that left the meeting, and he believes this item should be deferred to discuss this item with a full board.

Mayor Danzinger stated that this is a perfect example of what was voted in the last election and what the referendum was trying to address. He spoke regarding the enterprise fund.

Town Manager Gomez explained that the Town has spent time and dollars in putting together a design and he would not like to lose that. He suggested that maybe the appropriate steps could be putting an RFP out and engaging a firm at an earlier phase.

A motion was made by Commissioner Landsman to terminate the solicitation, lift the cone of silence and allow the Town Manager to speak to the bidders and bring back more information during the February meeting, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Attachment A - Bid Opening Sheet](#)

[Attachment B - Estimate of Probable Cost](#)

9D. 92nd Street Park Discussion - Vice Mayor Jeff Rose

For the Town Commission to discuss and provide direction to Town administration.

A motion was made by Commissioner Landsman to move item 9F (Establishment of the Surfside Youth Advisory Council) to be heard before item 2 (Quasi-Judicial Hearings), link item 9D (92nd Street Park Discussion) and item 3C (Consent Agenda) and defer item 9B (Investigation Report Findings) to the February meeting, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

This item was linked and discussed under item 5B (Town of Surfside Sister City

Resolution and Key to the Town Request).

9E. Bert Harris Act - Vice Mayor Jeff Rose

For the Town Attorney to provide to the Town Commission a legal opinion regarding the Bert Harris Act as well as discuss the implications of creating rules or laws for real estate steering.

Vice Mayor Rose introduced the item.

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

Town Attorney Recio provided an overview of the Bert Harris Act.

Vice Mayor Rose asked a few questions of the Town Attorney.

Town Attorney Recio responded to his questions.

Vice Mayor Rose requested for the Bert Harris Act copy to be attached to the minutes and inserted for the record as an exhibit.

Town Attorney Recio spoke about a legislation that is actually happening at the moment.

Mayor Danzinger asked the Town Attorney if he is a developer.

Town Attorney Recio stated he is not a developer.

Mayor Danzinger asked the Town Attorney if a legislator comes in wants to reduce the size of a house thereby diminishing the value of the property does that fall under the Bert Harris Act.

Town Attorney Recio stated it does lead to a possible Bert Harris claim.

9F. Establishment of the Surfside Youth Advisory Council - Shlomo Danzinger, Mayor

The establishment of a Youth Advisory Council, modeled after initiatives in other municipalities, aimed at fostering active youth participation in local government.

This item was heard prior to item 2 (Quasi-Judicial Hearing) on this agenda.

Mayor Danzinger introduced the item to the Town Commission and presented Lucia Lecour.

Lucia Lecour spoke to the Town Commission about her idea to create a Youth Advisory Council as she has always had an interest in politics and by creating this advisory council it will be beneficial not only her but others. She presented the Town Commission with a PowerPoint presentation consisting of the objectives,

responsibilities, benefits, and framework.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to allow for the Mayor, Town Manager and Town Attorney to sit down with Ms. Lecour to develop a framework and bring it back to the Commission for the February meeting, seconded by Commissioner Landsman.

Vice Mayor Rose opened the floor to public comment.

The following individuals from the public spoke:

Eliana Salzhauer

George Kousoulas

Vice Mayor Rose closed the floor to public comments.

Commissioner Landsman asked Ms. Lecour if she believed there were enough youths in Town to have this Council created.

Ms. Lecour stated that the friends she has spoken to are very interested in this program.

Commissioner Meischeid thanked Ms. Lecour for her initiative and glad she brought it forward to her and she has a great role model.

Commissioner Velasquez echoed Commissioner Meischeid's comments.

Vice Mayor Rose thanked Ms. Lecour for bringing this idea forward and believes it is great having the youth involved.

Mayor Danzinger thanked Ms. Lecour for bringing this great idea forward.

The motion carried 5-0 vote.

9G. Roofing Requirements - Shlomo Danzinger, Mayor

For the Commission to review and update roofing requirements to facilitate more affordable roof replacement options for residents. This is crucial for homeowners as insurance companies are now actively seeking to drop policyholders whose roofs have hit the 20 year mark.

Mayor Danzinger introduced the item.

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

Discussion among the commission took place and the following motion was made.

A motion was made by Vice Mayor Roseto direct staff to prepare an ordinance to

allow existing reroofing, straight change out without going to the Planning and Zoning Board, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Landsman to adjourn the meeting at 12:15 a.m. (January 10, 2024), seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

Accepted this _____ day of _____, 2024.

Mayor Shlomo Danzinger

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Planning and Zoning Board Meeting
MINUTES
November 16, 2023
3:00 PM
Commission Chambers**

1. Call to Order/Roll Call

Chair Baumel called the meeting to order at 3:05 p.m.

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

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

Absent: Board Member Ruben Bravo and Board Member Jonathan Edderai.

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

2. Discussion Items

Chair Baumel passed the gavel.

A motion was made by Chair Baumel to hear item 2B (Design Guidelines Review) before item 2A (Comprehensive Plan and Evaluation and Appraisal Report (EAR)), seconded by Vice Chair Forbes. The motion carried with a 5-0.

2.A Comprehensive Plan and Evaluation and Appraisal Report (EAR) - Walter Keller, Consulting Town Planner

Staff Recommendation: It is suggested the Planning and Zoning Board preliminarily review the 2018 Comprehensive Plan and the 2015 Water Supply Facilities Work Plan.

Town Planner Frankel explained this is required to be updated every several years.

Consultant Town Planner Keller introduced the item and provided a presentation.

Board Members discussed the different changes that are being proposed and the

impact to the Town.

[Attachment A: 2018 Comprehensive Plan](#)

[Attachment B: Surfside EAR Notification Ack Letter](#)

[Attachment C: Water Supply Facilities Work Plan 2015](#)

2.B Design Guidelines Review - Walter Keller, Consulting Town Planner

Staff Recommendation: It is suggested the Planning and Zoning Board perform a preliminary review of the 2007 Design Standards and **Attachment A: Guidelines Draft**.

Town Planner Frankel provided a summary of the design guideline review.

Consultant Town Planner Keller provided a presentation of the item.

Laura Posterini, Marlin Engineering provided a summary of the design guidelines.

Alternate Board Member Bales asked regarding the coastal contemporary wall materials and since there are new construction materials coming and maybe we should not stick to specific ones. He suggested defining more clearly what they want to do in the neighborhood.

Board Member Lecour agrees with Alternate Board Member Bales and spoke regarding advantages of having some broad guidelines.

Consultant Town Planner Keller stated it is only 3 examples and explained what the intent was.

The Board Members discussed the presentation and the design review guidelines and agreed for Consultant Town Planner Keller to come back at the next meeting with some more details and come back with more information and the design criteria.

Commissioner Landsman asked how they incorporate more teeth for the Planning and Zoning Board to be able to say yes or no and the reason why is because it states it in the design criteria.

Town Attorney Recio stated one idea was the four rating criteria or categories and you have criteria within these he provided an example of how it could work. He explained the process.

Further discussion took place among the Board, Town Attorney and Town Planner to come back with a list of rating criteria, conceptual ideas and requirements.

[Attachment A: Design Standards Draft](#)

[Design Guidelines 2007](#)

2.C Future Planning and Zoning Topics for Review - Judith Frankel, Town Planner

Town Planner Frankel stated some things that have come up of average setbacks and interior side setbacks. She spoke regarding the topic of the interior side setbacks

on H120 and what the code currently states and gave a history.

Commissioner Landsman stated that topic was voted down by the commission at Tuesday's meeting.

Mayor Danzinger explained what took place at the commission meeting.

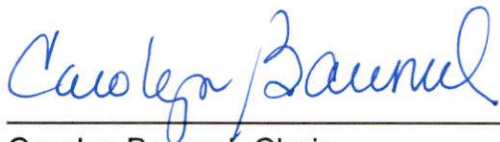
Town Planner Frankel asked if there are any other items they would want to bring forward.

No members of the Board had anything further they wanted to bring back at the time.

3. Adjournment

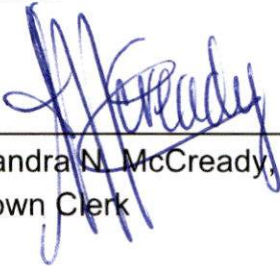
There being no further business to discuss, a motion was made by Vice Chair Forbes to adjourn the meeting at 4:41 p.m., seconded by Alternate Board Member Szafranski. The motion carried with a 5-0 vote.

Accepted this 18th day of January, 2023.



Carolyn Baumel, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk



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

1. Call to Order/Roll Call

Deputy Town Clerk Herbello advised the public that we were having technical difficulties and as soon as it gets corrected, we will start the meeting.

Chair Baumel called the meeting to order at 6:39 p.m.

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

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

Absent: Board Member Ruben Bravo.

Also Present: Town Attorney Lillian Arango, 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.

Chair Baumel asked Town Attorney Recio to explain what the role of the Planning and Zoning Board is.

Town Attorney Recio stated that the role of the Planning and Zoning Board is that the Board is here to review and make recommendations on site plan applications, variances and other applications in front of them as well as applying the design review guidelines.

2. Town Commission Liaison Report

Commissioner Landsman provided his Commission Liaison Report. He thanked staff for all they do to hold these meetings and all of their effort and commitment.

3. Approval of Minutes

3.A September 28, 2023 Planning and Zoning Board Meeting Minutes - Evelyn Herbello, Deputy Town Clerk

A motion was made by Board Member Lecour to approve the September 28, 2023 Planning and Zoning Board Meeting Minutes, seconded by Vice Chair Forbes. The motion carried with a 5-0 vote.

[September 28, 2023 Planning and Zoning Board Meeting Minutes.pdf](#)

4. Applications

Board Member Lecour asked that due to the length of the meeting and the large agenda, she would like to suggest linking some of the items to be approved as one similar to a consent agenda. She made the following motion.

A motion was made by Board Member Lecour to link items 4C (9543 Harding Avenue), 4E (9201 and 9172 Collins Avenue), 4F (9556 Abbott Avenue), 4M (9592 Harding Avenue) and 4N (9486 Harding Avenue) and approve all of them with staff recommendations, seconded by Alternate Board Member Bales.

Town Attorney Recio asked if there is anyone in the public that would like to speak on any of the items linked.

Chair Baumel opened the floor to public comments.

There were no speakers.

Chair Baumel closed the floor to public comments.

The motion carried with a 5-0 vote.

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

Town Attorney Recio 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 Recio polled the Board Members.

Chair Baumel spoke with applicant, Rafael Schwartz regarding item 4A (9300 Collins Avenue) regarding the exterior and façade.

Vice Chair Forbes spoke with applicant, Rafael Schwartz regarding item 4A (9300 Collins Avenue).

Alternate Board Member Bales had a conversation with applicant, Rafael Schwartz regarding item 4A (9300 Collins Avenue) and asked some questions.

Board Member Edderai left a message for applicant, Rafael Schwartz regarding item 4A (9300 Collins Avenue) but never got to speak with him.

Board Member Lecour had no communication with any of the applicants.

4.A 9300 Collins Avenue - New 87-unit Multi-family Building - Walter Keller, Consultant 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 proposal complies with the Town's Comprehensive Plan in that the development is a residential use at a density consistent with the Future Land Use Plan. Staff also finds that the proposal generally complies with the Zoning Code. The Site Plan has underground parking and an Application has been filed to allow a Religious Facility (Synagogue) on site. The Application will be approved or denied by the Town Commission. Note, the formerly approved Site Plan also utilized underground parking but was acceptable due to its hotel use.

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 project has minimal impacts on the environment and natural resources. The previous apartments on this site were demolished and the existing site is now vacant. There are no existing natural resources or sensitive plant communities on the site. Construction impacts will be minimized by the Town's development regulations.

The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside.

This proposal will have a positive impact on the local economy by increasing the tax base with 87 new dwelling units averaging approximately 1,620 SF of floor area. The redevelopment may also support other redevelopment in the area. The population added by this project will also benefit the downtown businesses.

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 of this site with new construction and existing development regulations will include facilities with water conservation principals in both the building dwelling units and in the landscape design. The Town will also require the Applicant to upgrade the water line running in the middle of the block and improve on-site drainage collection. The water, sewer and solid waste impact can be accommodated by the Town.

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 project will generate additional traffic volumes according to the traffic study submitted by the Applicant. It is estimated 31 AM and 28 PM vehicle trips will be generated by the project. The majority of these trips will be oriented to the underground parking area which accesses 93rd Street. 93rd Street has traffic signals on both Collins Avenue and Harding Avenue and the traffic will be accommodated by these roadways. The Applicant is also widening the sidewalk on Collins Avenue to 8 feet and is closing several prior curb cuts of Collins Avenue from this site. On-street parking is being provided on Collins Avenue at a higher level than the existing condition and only one access drive for drop-offs and pick-ups is connected to Collins Avenue.

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,

The 3-story development of this site is consistent with the general development of the west side of Collins Avenue. The area on the east side of Collins Avenue are primarily 12 story buildings. The area west of the property fronting on Harding Avenue is primarily parking lots (Town Hall lot and the 94th Street lot). Two existing single family dwellings are located just south of the west parcel to this project (Lot 19). Lot 19 is primarily a landscape area with access to the Harding Avenue sidewalk.

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

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.

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

- Clearly demonstrate the building setback is consistent with a 25-foot setback for elevations that are above 30 feet in height when measured by the average crown of the road for Collins Avenue
- Relocate the stairs to the FPL vault from the 10-foot setback of 94th Street.
- All height related dimensions need to be based on the average crown of road for Collins Avenue.
- Plans should use consistent labeling of elements across all sheets.
- Provide all elevations in both NGVD and NAVD in relation to the average crown of the road of Collins Avenue.
- Ventilation in the underground garage must be provided in accordance with the 2024 version of the Florida Building Code.
- No pedestrian access should be allowed from the 93rd Street garage entrance.
- Dry flood proofing of the underground garage level is necessary.
- FPL vault size and location to be coordinated with FPL.
- Civil engineering plans to be submitted to the Town prior to Town Commission review of the proposed development.
- Building to maintain a 24-hour lobby attendant and incorporate security measures in the building operations plan.
- Portions of 93rd Street are closed to public travel during Town hosted special events. Applicant indicated no objection provided Collins Avenue access to the underground parking entrance remained open.
- On-street parking spaces provided adjacent to the project will be maintained.
- Coordinate needed water, sewer, drainage, sidewalk and roadway improvements with the Town Manager and Public Works Director
Relocate the drainage well 30 feet east of the Harding Avenue right of way line.
Coordinate a 30-foot utility easement to the Town adjacent to Harding Avenue.
- Reduce the number of Green Buttonwood trees in the Landscape Plan to not exceed 30% of all required trees and palms. Additional trees need to be added to maintain the required number of trees.
- Town to consider the placement location of required street trees. Relocating the street trees outside of the right of way would facilitate walkability.
- Add a table or modify an existing table to indicate consistency with 40% Florida Friendly requirements consistent with Florida Friendly documentation from the University of Florida.
- Any wall or fence within the setback area of Collins Avenue, 93rd Street, 94th Street or Harding Avenue requires Design Approval from the Planning and Zoning Board.
- Obtain FDOT Access Connection Approval for Collins Avenue

Attachment A: DRG meeting notes.

Attachment B: Zoning Table

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

Consultant Town Planner Keller went over the design characteristics of the project

and staff recommendations.

Board Member Lecour asked if the Historic Preservation Board determines where the construction of the historic façade goes.

Town Planner Frankel stated yes, they do.

Building Official McGuinness provided his staff recommendations as stated below: 1.) In order for the project to utilize an underground parking garage it is imperative that the building be mixed use and NOT a solely residential structure. The mixed uses must occur within the same structure and be functionally independent of each other in accordance with the guidelines of the NFIP; 2.) The proposed underground parking shall be dry floodproofed to 10'-0" NGVD; 3.) Elevations must be provided in NGVD as well as in NGVD and as relative to the Crown-of-Road; 4.) Ventilation in the garage must be provided in accordance with the 2023 Florida Mechanical Code; 5.) No pedestrian access should be present from the 93rd Street garage entrance/exit per TM; 6.) FPL Vault size and location must be coordinated with FPL. Applicant indicated that they have reached out to FPL and plans reflect the FPL desired dimensions; 7.) All demolition and construction activity will be performed in strict accordance with Town Ordinance #22-1720 aka Construction Site Ordinance; 8.) Civil plans must be submitted to the Town prior to Town Commission review of the proposed development; 9.) Construction Site Plan must indicate an accessible path connecting the building and mixed uses to the public way per the 2023 Florida Accessibility Code.

Alternate Board Member Bales asked if the current plan vaults meet the requirements.

Building Official McGuinness stated that the applicant is currently working with FPL to relocate those.

Graham Penn, Berkow Radell, attorney representing the applicant provided a summary, a presentation of the project and read the 2019 engineer analysis as well as the 2023 engineer analysis.

Iana Kolev, Managing Partner, Jo Palma & Partners Corporation, presented the existing site conditions, architectural plans and planning requirements.

Mr. Penn closed the presentation.

Chair Baumel opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer spoke against the project.

Horace Henderson spoke against the project.

Charles Burkett spoke regarding the importance of the historic portion of the project.

Tina Paul spoke regarding the historic portion of the project.

Gerardo Vildostegui spoke regarding the jurisdictional aspect of the project and live local.

Maria Villalba spoke regarding her concern of the designation of the construction and

the worry of live local.

Jeffrey Zomper stated that he is not a proponent of conspiracy theories, and his concern is that this may end up in litigation as it pertains to FEMA for mixed use and the building height.

Randi MacBride asked regarding having Town events on 93rd Street and the impact it would have on that, parking, property tax impact since they will have a synagogue, parking requirements for the synagogue and the size of the units and live local.

Patricia Fowley spoke against the project.

David Karp spoke in favor of the project.

Ila Braz, spoke in favor of the project.

Marta Olchyk asked regarding religious exemption, and will this building be covered by a tax exemption or will they pay the full amount and not subsidize their taxes. She doesn't understand the multi-use exemptions to use a garage.

Chair Baumel closed the floor to public comments.

Mr. Penn addressed the comments made by the public speakers.

Board Member Lecour stated the design is beautiful and the glass will look nice but the reflectiveness of the glass is her concern and if it will be addressed.

Ms. Kolev addressed the comments regarding the reflectiveness.

Board Member Lecour asked regarding the live local act comments.

Mr. Penn stated they have no interest or ability in doing the live local act.

Board Member Lecour asked regarding the second-floor plan separation and not having a direct pass through and spoke regarding the façade. She stated she does not believe their plan does not accomplish the code and explained why. She asked if there were any voluntary proffers made.

Ms. Kolev addressed the comments made and they will address those concerns with the Town staff.

Mr. Penn stated that proffers typically comes at the time of the commission and those talks have not taken place yet.

Town Planner Frankel stated that takes place after Planning and Zoning and provided some of the possible proffers.

Board Member Lecour asked regarding monetary proffers made to the Town.

Town Planner Frankel addressed the comments made.

Vice Chair Forbes spoke regarding comments made by public speakers that are lies and inaccurate. He stated he received many emails from many people and it starts with Mr. Kousoulas and asked the Town Planner if these plans are inaccurate and if they are not in accordance with the Town Code and are deficient.

Consultant Town Planner Keller stated that there are comments that they will address before going to Commission but as far as his review and Town Planner Frankel it meets the comprehensive plan and meets code. He stated that they did ask them to blow up some of the pictures and give more details, but it does meet the code.

Vice Chair Forbes stated the landscaping plan goes beyond what is required and it is a beautiful building. He stated it is imperative to finish the conversations and agreements with the two homeowners. He stated that they will make sure that everything they are looking for will be taken care of.

Chair Baumel loves the architecture of the project. She spoke regarding at times you get an old piece of property that its bones have been compromised and will not stand alone. She spoke regarding what took place at Miami Dade County as it pertains to the portion of the project that cannot be brought back to its original splendor.

Alternate Board Member Bales stated it is fantastic to have a class A rental property in Surfside because rental is an integral part of any community. It allows a lot of families the opportunity to be able to live here. He spoke regarding how much green is being added to that area and it is great.

A motion was made by Alternate Board Member Bales to approve with this project with staff recommendations, seconded by Board Member Edderai. The motion carried with a 4-1 vote with Board Member Lecour voting in opposition.

Chair Baumel took a 5 minute recess at 8:38 p.m.

Board Member Edderai left the meeting at 8:39 p.m.

The meeting resumed at 8:45 p.m.

A motion was made by Vice Chair Forbes to move item 4H (600 88th Street) to be heard before item 4B (9009 Byron Avenue), seconded by Alternate Board Member Bales. The motion carried with a 4-0 vote.

Vice Chair Forbes recused himself due a conflict of interest with item 4H (600 88th Street) and left the dais and chambers due to his relationship with the applicant. He also provided a Form 8B to the Deputy Town Clerk.

[Attachment A - DRG Memo.pdf](#)

[Attachment B - Zoning Table.pdf](#)

[9300 Collins Avenue Agenda Packet.pdf](#)

4.B 9009 Byron Avenue - New 2-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:

- Retaining walls are required on properties with a raised grade level to ensure stormwater is maintained onsite. Plans depicting the proposed grade and appropriate walls will be required for permitting.

Town Planner Frankel introduced the item and went over the design characteristics of the project and staff recommendations.

Building Official McGuinness provided his staff recommendations as stated below: 1.) 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 and the 2020 National Electric Code; 2.) Amend floor plan note on HVAC condenser platform to read minimum 10'-0" NGVD. Please note the HVAC air handler also must be located at or above DFE of 10'-0" NGVD.

Boutros Bounahra, architect, provided an overview of the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Lecour thanked them for the presentation and likes the project.

A motion was made by Board Member Lecour to approve with staff recommendations, seconded by Vice Chair Forbes. The motion carried with a 3-0 vote.

[Attachment A - Tables.pdf](#)

[9009 Byron Avenue Agenda Packet.pdf](#)

4.C 9543 Harding Avenue - Wall Sign - Judith Frankel, AICP, Town Planner

Recommendation: Town Administration finds the proposed sign design generally meets the Zoning Code requirements 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.

Items 4C (9543 Harding Avenue), 4E (9201 and 9172 Collins Avenue), 4F (9556 Abbott Avenue), 4M (9592 Harding Avenue) and 4N (9486 Harding Avenue) were all linked and all approved with staff recommendations. The motion was made by Board Member Lecour, seconded by Alternate Board Member Bales. The motion carried with a 5-0 vote.

[9543 Harding Avenue Agenda Packet.pdf](#)

4.D 9164 Carlyle Avenue - Addition and Wall openings - Judith Frankel, AICP,

Town Planner

Staff recommendation: Staff finds this application for a rear addition, façade changes and new window openings generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition, front façade alterations and new windows are "consistent with and in conformance with the design guidelines set forth in the Town Code". The new addition is located of the home ad may not be viewed from the public street. The proposed window and door changes will improve the functionality of the home. Staff recommends approval with the following conditions:

- Roof materials must be consistent throughout the home. Asphalt shingles are not an approved roofing material.
- A separate permit is required for fences, walls and gates.
- A separate permit is required for the pool.
- The A/C condensing units must be a minimum of 5 feet from the side property line.

Town Planner Frankel introduced the item and provided staff recommendations as well as showed a presentation of the item.

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

Building Official McGuinness provided his staff recommendations as stated below: 1.) 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 and/or remodeled under the 2023 Florida Building Code(s) and the 2020 NEC; 2.) Since this is a remodel of a pre-firm home which is lower than the required DFE of 10'-0" NGVD, a FEMA 50% rule analysis will be performed. The Town will use the Miami-Dade Property Appraisers Office to determine value of the home unless an Appraisal is provided; 3.) Provide an elevation certificate for the structure.

Gregg Pawley, applicant spoke regarding the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Lecour loves the project.

A motion was made by Board Member Lecour to approve with staff recommendations, seconded by Vice Chair Forbes. The motion carried with a 3-0 vote.

[Attachment A-Zoning Tables.pdf](#)

[9164 Carlyle Avenue Agenda Packet.pdf](#)

4.E 9201 and 9172 Collins Avenue – Signs - Judith Frankel, AICP, Town Planner

Recommendation: Town staff finds that the application meets the Zoning Code requirements for wall signs and recommends approval.

Items 4C (9543 Harding Avenue), 4E (9201 and 9172 Collins Avenue), 4F (9556 Abbott Avenue), 4M (9592 Harding Avenue) and 4N (9486 Harding Avenue) were all linked and all approved with staff recommendations. The motion was made by Board Member Lecour, seconded by Alternate Board Member Bales. The motion carried with a 5-0 vote.

[9201 and 9172 Collins Sign Agenda Packet.pdf](#)

4.F 9556 Abbott Avenue - Addition and Window Openings - Judith Frankel, AICP, Town Planner

Staff recommendation: Staff finds this application for a front addition with new window openings generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition and new windows 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. The proposed window and door changes will improve the look of the home from the public street. Staff recommends approval with the following conditions:

- The lot must contain a minimum of 35% pervious space. A diagram with calculation was not provided and is required.
- Window frame material must be consistent across all windows at the home. The frame style was not provided. This will be verified at the time of permitting.

Items 4C (9543 Harding Avenue), 4E (9201 and 9172 Collins Avenue), 4F (9556 Abbott Avenue), 4M (9592 Harding Avenue) and 4N (9486 Harding Avenue) were all linked and all approved with staff recommendations. The motion was made by Board Member Lecour, seconded by Alternate Board Member Bales. The motion carried with a 5-0 vote.

Building Official McGuinness provided the following additional staff recommendations: 1.) 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 and/or remodeled under the 2023 Florida Building Code(s) and the 2020 NEC. 2.) Since this is a remodel of a pre-firm home which is lower than the required DFE of 10'-0" NGVD, a FEMA 50% rule analysis will be performed. The Town will use the Miami-Dade Property Appraisers Office to determine value of the home unless an Appraisal is provided; 3.) Provide an elevation certificate for the structure.

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

[9556 Abbott Ave Agenda Packet.pdf](#)

4.G 9133 Collins Avenue -Site Plan Amendment - 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 proposal complies with the Town's Comprehensive Plan in that the development is a residential use at a density consistent with the Future Land Use Plan. Staff also finds that the proposal generally complies with the Zoning Code.

The 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 project has minimal impacts on the environment and natural resources.

The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside.

This proposal will have a positive impact on the local economy by increasing the tax base. The redevelopment may also support other redevelopment in the area. The historic Seaway Villas restaurant will provide a unique restaurant experience in the Town.

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.

While the increase in the restaurant size will increase some public facility demands, it will not offset the reduction in impact of the dwelling units and the elimination of the hotel and their reduction in the water, sewer, solid waste and other public facilities.

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.

It is expected the reduction in the dwelling units and the elimination of the hotel use will offset any increases associated with the increase traffic associated with the restaurant expansion.

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,

The current building exterior will remain the same and the historic Seaway Villas restaurant use will be compatible with the community character of the area.

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

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.

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

- Clearly demonstrate the restaurant parking requirements, the parking requirements for the 7 caretaker units and the parking requirements for the residential condominium units are met with the number of parking spaces in the garage.
- Verify the total area of the restaurant including customer service area (both internal and external in the courtyard), the kitchen area and any kitchen BOH floor area do not exceed 5% of the total building floor area.
- The letter of Intent must reflect BOH in total restaurant square footage as this is part of the Conditional Use approval process.
- Restricted Covenant over the caretaker units to be sold in conjunction with the main unity. Caretaker units defined in Code Section 90-2.
- Parking utilization study after operations are functioning may allow for greater number of seats. This provision to be added to the development order to permit administrative review.

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

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

Ian DeMello, Shubin Bass, attorney representing the applicant, provided an overview of the project.

Bill Thompson, Fort Partners, went over the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Board Member Lecour to approve with staff recommendations, seconded by Vice Chair Forbes. The motion carried with a 3-0 vote.

[Attachment A-Site.pdf](#)

4.H 608 88th Street - New Single-Family Home - Judith Frankel, ACIP, Town Planner

Staff Recommendation: Staff finds this application for a new single-family home generally meets the zoning code. The Planning and Zoning Board should determine whether the new home is “consistent with and in conformance with the design guidelines set forth in the Town Code”. Staff recommends approval with the following conditions:

- Applicant must provide grade level plan of the rear of the home at the time of permitting. If the grade of the property is raised a FBC compliant retaining wall is required.
- Roof overhangs may not extend greater than 24 inches into a required yard.
- Landscape legend in sheet LS-1 must note Florida Friendly status of each proposed species to verify compliance.

Vice Chair Forbes recused himself and left the dais and chambers due to a conflict of interest.

Town Planner Frankel introduced the item and provided staff recommendations.

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

Building Official McGuinness provided his staff recommendations as stated below: 1.) Provide Hydrostatic Reliefs/aka Flood Vents in the garage at a rate of 1 square inch of net open area per square foot of garage floor, within 12 inches of grade. A minimum of two vents is required located on opposing walls; 2.) Provide Finish Floor Elevation marks on both sides of the Front Entry, the Covered Terrace and the outside Bar/BBQ area; 3.) Please note HVAC condensing units are proposed to be placed on the roof top.

Loren Baum, applicant is here for any questions or concerns.

Eduardo Vazquez, architect, introduced the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Lecour asked regarding the square footage and mentioned that the second floor is larger than the first.

Town Planner Frankel clarified what the code states and addressed the comments

made.

Discussion took place among the Board Members and Mr. Vazquez as to the views, massing, rendering proposed, and staff recommends approval contingent upon the conditions and Town recommendations being met.

A motion was made by Board Member Lecour to approve with staff recommendations and the two long narrowing windows and façade to be adjusted to not look like the house down the streets and any other tweaks that can be made to differentiate the houses, seconded by Alternate Board Member Bales. The motion carried with a 3-0 vote with Vice Chair Forbes absent from the dais/recused.

Alternate Board Member Bales left the meeting at 9:08 p.m.

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

[608 88th Street Agenda Packet.pdf](#)

4.I **300 Surfside Boulevard - 2nd Floor Addition and Front Yard Pool** - Judith Frankel, AICP, Town Planner

Staff recommendation: Staff finds this application for a second-floor addition and front yard pool generally meets the zoning code. The Planning and Zoning Board should determine whether the new addition is “consistent with and in conformance with the design guidelines set forth in the Town Code”. If the proposed addition and the front yard pool are determined to be consistent, staff recommends approval with the following conditions:

- The interior side setback for the proposed addition must be a minimum of 6 feet from the south property line.
- The height of the proposed addition may be no more than 30 feet from the Crown-of-road. The existing structure is 21.8 feet in height from grade. Dimensions must be provided from Crown-of-road to verify compliance.
- The lot must maintain 20% pervious space with the addition of the front yard pool and decking. A diagram demonstrating the pervious space is required to verify compliance.
- FBC compliant fencing must be provided for the pool. This may be submitted with a pool permit application.

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 as stated below:
1.) 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 and/or remodeled under the 2023 Florida Building Code(s) and the 2020 NEC; 2.) Since this is a remodel of a pre-firm home which is lower than the required DFE of 10'-0" NGVD, a FEMA 50% rule analysis will be performed. The Town will use the Miami-Dade Property Appraisers Office to determine value of the

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home unless an Appraisal is provided; 3.) Provide signed and sealed plans to include declaratory statements of compliance to the Florida Building Code(s) and the National Electric Code; 4.) Provide an Elevation Certificate for the structure.

Kelly Mahoney, applicant, addressed comments made and staff recommendations.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Vice Chair Forbes to approve with staff recommendations, seconded by Board Member Lecour. The motion carried with a 3-0 vote.

[Attachment A-Images and Zoning Tables.pdf](#)
[300 Surfside blvd addition Agenda Packet.pdf](#)

4.J 9341 Bay Drive - Addition - Judith Frankel, AICP, Town Planner

Staff recommendation: Staff finds this application for a 342 SF front yard addition generally meets the zoning code except for the Bay Drive setback. The applicant has applied for a variance for the setback due to an undue hardship caused by the unusual platting of the lot. 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 and the variance is approved, staff recommends approval with the following condition:

- Approval of the variance application by the Town Commission on the basis of unnecessary and undue hardship per zoning code section 90-36(1)(a).
- The finished floor elevation (FFE) of the proposed addition must match the existing FFE for the home.

A motion was made by Vice Chair Forbes to link item 4J (9341 Bay Drive-Addition) and item 4K (9341 Bay Drive-Variance), seconded by Board Member Lecour. The motion carried with a 3-0 vote.

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

Building Official McGuinness provided his staff recommendations as stated below: 1.) 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 and/or remodeled under the 2023 Florida Building Code(s) and the 2020 NEC; 2.) Since this is a remodel of a pre-firm home which is lower than the required DFE of 10'-0" NGVD, a FEMA 50% rule analysis will be performed. The Town will use the Miami-Dade Property Appraisers Office to determine value of the home unless an Appraisal is provided; 3.) Provide an elevation certificate for the structure; 4.) Provide Finish Floor elevation marks for both the existing structure and the addition in NGVD; 5.) Provide signed and sealed plans to include declaratory

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statements of compliance to the Florida Building Code(s) and the National Electric Code; 6.) The pool will be constructed under separate building permit and must have safety barrier meeting Section R4501.17 of the Florida Residential Code.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Jaime Schapiro, architect, provided an overview of the item.

Discussion took place among the Board Members and applicant regarding the windows and the addition in question.

A motion was made by Vice Chair Forbes to approve with staff recommendations subject to the Commission approving the variance, seconded by Board Member Lecour. The motion carried with a 3-0 vote.

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

[9341 Bay Drive Agenda Packet.pdf](#)

[SURVEY.pdf](#)

4.K 9341 Bay Drive – Variance - Judith Frankel, AICP, Town Planner

Staff Recommendation: The setback variance application is determined to be in harmony with the general intent and purpose of the Town Comprehensive Plan and Town Code. Staff recommends that the Planning and Zoning Board provides a recommendation of approval to the Town Commission.

A motion was made by Vice Chair Forbes to link item 4J (9341 Bay Drive-Addition) and item 4K (9341 Bay Drive-Variance), seconded by Board Member Lecour. The motion carried with a 3-0 vote.

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

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, Town Planner and applicant regarding specifics of the variance and addition.

A motion was made by Board Member Lecour to approve with staff recommendations and recommend for the Town Commission to approve the variance, seconded by Vice Chair Forbes. The motion carried with a 3-0 vote.

[9341 BAY DRIVE VARIANCE APPLICATION.pdf](#)

[SURVEY.pdf](#)
[VARIANCE SET.pdf](#)
[9341 Bay Property Appraiser.pdf](#)

4.L 9024 Abbott Avenue - New 2-story Single-Family Home - Judith Frankel, AICP, Town Planner

Staff Recommendation: Staff finds this application for a new single-family home generally meets the zoning code. The Planning and Zoning Board should determine whether the new home is “consistent with and in conformance with the design guidelines set forth in the Town Code”. Staff recommends approval with the following conditions:

- Provide calculation for front setback according to the formula detailed in ordinance 2023-1752. Requirement appears to have been met, but calculation was not provided.
- A Florida Building Code compatible retaining wall is required in areas with a raised grade level.
- Landscape Plans should be revised to demonstrate 5 trees and 2 street trees as required. Information of the Florida Friendly status of each species must be listed in the plant listing to demonstrate compliance.

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

Building Official McGuinness provided his staff recommendations as stated below: 1.) 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 and/or remodeled under the 2023 Florida Building Code(s) and the 2020 NEC. Please be sure to amend the plans for the updated code version.

Jose Merlo, architect of the project provided an overview of the program.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Chair Baumel stated there was a letter sent out with a question about a variance and does not know why because there is no request for a variance.

A motion was made by Board Member Lecour to approve with staff recommendations, seconded by Vice Chair Forbes. The motion carried with a 3-0 vote.

[Attachment A-Images and Table.pdf](#)
[9024 Abbot Avenue-Application.pdf](#)
[9024 Abbott Avenue Plans-Agenda Packet](#)

4.M 9592 Harding Avenue - Wall Sign - Judith Frankel, AICP, Town Planner

Recommendation: Town Administration finds the proposed sign design generally meets the Zoning Code requirements and recommends approval with the following conditions:

- Length of front street-facing façade must be provided.
- The total size for the front/corner sign and the rear property sign may not exceed 150 SF. The maximum permitted size for the front/corner sign is 45 SF and the rear sign may be a maximum of 45 SF as long as the street-facing façade is at least 45 feet in length.
- Signs shall 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 wall face.

Items 4C (9543 Harding Avenue), 4E (9201 and 9172 Collins Avenue), 4F (9556 Abbott Avenue), 4M (9592 Harding Avenue) and 4N (9486 Harding Avenue) were all linked and all approved with staff recommendations. The motion was made by Board Member Lecour, seconded by Alternate Board Member Bales. The motion carried with a 5-0 vote.

[9592 Harding Ave Agenda Packet.pdf](#)

4.N 9486 Harding Avenue - Wall Sign - Judith Frankel, AICP, Town Planner

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

Items 4C (9543 Harding Avenue), 4E (9201 and 9172 Collins Avenue), 4F (9556 Abbott Avenue), 4M (9592 Harding Avenue) and 4N (9486 Harding Avenue) were all linked and all approved with staff recommendations. The motion was made by Board Member Lecour, seconded by Alternate Board Member Bales. The motion carried with a 5-0 vote.

[9486 Harding Avenue Plans.pdf](#)

[9486 Harding Avenue Survey.pdf](#)

5. Ordinances

6. Next Meeting Date

6.A Next Meeting: January 18, 2024 at 6:00 p.m. - Evelyn Herbello, Deputy Town Clerk

Consensus was reached to hold the next meeting on January 18, 2023 at 6:00 p.m.

7. Discussion Items

7.A Understory - Judith Frankel, Town Planner

This item was never discussed and will be moved to the January 18, 2024 meeting.

7.B Swimming Pools - Judith Frankel, Town Planner

This item was never discussed and will be moved to the January 18, 2024 meeting.

8. Adjournment

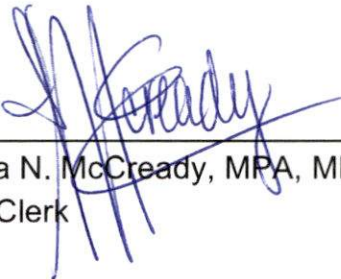
There being no further business to discuss before the Board, a motion was made by Vice Chair Forbes to adjourn the meeting at 10:09 p.m., seconded by Board Member Lecour. The motion carried with a 3-0 vote.

Accepted this 18th day of January, 2023.



Carolyn Baumel, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Tourist Board
MINUTES
December 4, 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, Board Member Ezequiel Singer, Board Member David Karp and Board Member Diana Gonzalez.

Absent: Vice Chair Ben Jacobson

Also Present: Town Attorney Roger Pou and Commission Liaison Mayor Shlomo Danzinger.

2. Agenda and Order of Business

Chair Tourgeman acknowledged the presence of the Tourist and Communications Department and Town Attorney Roger Pou, Deputy Town Clerk Evelyn Herbello and Mayor Shlomo Danzinger.

A motion was made by Board Member Karp to defer item 6B (Plastic Fisherman Do the Dunes Competition) to the next meeting, seconded by Board Member Singer. The motion carried with a 4-0 vote.

Board Member Karp asked to walk on an item that was tabled at the last meeting regarding Sara Liss and Surfside under the Stars.

Town Attorney Pou explained to the Board that the item pertaining to Sara Liss was tabled at the last meeting and the proper motion would be to remove it from the table.

A motion was made by Board Member Karp to remove the item from the table. The motion died for lack of a second.

3. **Town Commission Liaison Report**

Commission Liaison Mayor Danzinger provided his liaison report.

4. **Approval of Minutes**

4.A **November 14, 2023 Tourist Board Meeting Minutes** - Evelyn Herbello, Deputy Town Clerk

A motion was made by Board Member Gonzalez to approve the November 14, 2023 Tourist Board Meeting Minutes, seconded by Board Member Karp. The motion carried with a 4-0 vote.

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

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

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

Tourism and Communications Director Trigueros provided the Resort Tax Collection and Vacancy Report. He provided an overview of the businesses and the ones expanding.

Chair Tourgeman stated that the Marriott has temporarily closed and are doing some repairs and wanted the Board to be aware.

Tourism and Communications Director Trigueros stated that will affect the collection.

Board Member Karp spoke regarding Josh's Deli and the pop up pizza restaurant and Tourism and Communications Director Trigueros went and spoke to them.

Chair Tourgeman asked what the name of the pop up pizza restaurant is.

Tourism and Communications Director Trigueros provided the name of the pop and stated it is world class.

Discussion took place among the Board members, staff and Town Attorney Pou regarding the new pop up pizza restaurant and is there any signage in order to promote. The Board asked Tourism and Communications Director Trigueros to check with Code Enforcement regarding possible signage for this pop up pizza restaurant.

[December Vacancies and Resort Tax Report.pdf](#)

6. **Discussion Items**

6.A **Music on the Beach 2024 Series** - Frank Trigueros, Tourism & Communications Director

TBD.

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

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Allan Andai provided a presentation of the item and gave the specifics of the event.

Chair Tourgeman asked if this was chosen at the last meeting.

Mr. Andai stated what was chosen was the theme for Third Thursdays.

Board Member Gonzalez stated she recommends, Jazz, Latin Salsa Mambo Band, Flamenco, and Classic Rock Band.

Board Member Karp stated he recommends steel drums island vibe, Jazz ensemble, Latin Salsa Mambo Band, Flamenco, Classic Rock Band, Beach Band Covers "Jack Johnson Vibe" and Dueling Pianos.

Mr. Andai recommended Dueling Pianos.

Board Member Gonzalez would like to add that.

Board Member Singer suggests jazz ensemble, dueling piano, reggae, classic rock, steel drums and beach band.

A motion was made by Board Member Gonzalez to have as events for the Sundays performance, Jazz ensemble, steel drums, Latin salsa mambo band, classic rock, dueling pianos, beach band covers, seconded by Board Member Singer. The motion carried with a 4-0 vote.

[Attachment A - Music on the Beach 2024 Presentation](#)

6.B Plastic Fisherman Do the Dunes Competition - Frank Trigueros, Tourism & Communications Director

Item was deferred to the next meeting.

[Attachment A - Plastic Fisherman Do the Dunes Competition](#)

6.C Smaller Scale Food Trucks Event - Frank Trigueros, Tourism & Communications Director

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

Javier Valdemara provided a verbal update on the item and the location. He stated that they could fit 5 food trucks and 7 tent vendors. He stated it would take place every Thursday from 5:30 p.m. to 9:30 p.m.

Chair Tourgeman asked for how long it would take place.

Mr. Valderama stated through January.

Chair Tourgeman spoke regarding possible conflicts in January which is Third Thursday events.

Mr. Valderama stated it would not be impacting Third Thursdays and it would be an added option.

Board Member Singer asked for the timeline and asked what time Third Thursdays.

Tourism and Communications Director Trigueros stated Third Thursdays is until 9 p.m.

Chair Tourgeman stated he does not want any interference with the Third Thursday's events.

Board Member Gonzalez was under the impression it was one event a month.

Mr. Valderama stated there were two options and explained they can do it biweekly if they choose to.

Chair Tourgeman asked if the Board would be amicable to do it instead of a Thursday another day of the week, maybe a Monday or Tuesday.

Mr. Valderama stated that Monday would not work because it is the start of the week and Tuesdays is the Haulover Food Truck event, Wednesday there are two, in Sunny Isles and the one by North Bay Village.

Further discussion took place among the Board Members and Mr. Valderama regarding the timing of the event as well as the day of the week for the event.

Chair Tourgeman suggested for this item to be brought back once they have more information and the availability of the lots.

Tourism and Communications Director Trigueros asked if the Board would like to obtain more information and the availability of the lots and then bring it back.

Mr. Valderama stated he has a proposal for one time event.

Board Member Gonzalez likes that idea.

Board Member Karp states that he would like to try one and see how it goes and if they get a good feedback they can then proceed.

Board Member Singer asked when that one-time event would take place.

Mr. Valderama stated it would be on 93rd Street and the name would be Surf Food Fest and it would be more of a food festival. He stated that event could take place on a Saturday night in February it would have food trucks and food tents. He stated it would come with a cost.

Chair Tourgeman stated that Saturday night would not work because of Shabbat and if you do a large food truck event, they will conflict with the existing local restaurant business.

Board Member Karp stated they could do the smaller one.

Chair Tourgeman spoke regarding being sensitive to the community.

Board Member Singer asked what the time would it be on Saturday. He stated that the Marriott would do movie night on Saturdays.

Mr. Valderama stated it would be from 6:00 p.m. to 9:00 p.m.

Board Member Singer stated they would have to look at the events that the Marriott is holding.

After a lengthy discussion among Mr. Valderama and the Board Members regarding the different options for this event, promotional suggestions, cost of the event, date, time and location, the following motion was made.

A motion was made by Board Member Karp to do one event on the first Thursday of the month on March 7, from 6:00 pm to 10:00 pm and approve an expenditure of \$16,000, seconded by Board Member Singer. The motion carried with a 4-0 vote.

Mr. Valderama stated that he will come back with a proposal for the smaller lot and availability for future events at a later meeting.

6.D Promotional Items Selection, Third Thursdays Series - Frank Trigueros, Tourism & Communications Director

Tourism and Communications Director Trigueros provided an update on the item. He provided some promotional item ideas and would like to entertain what other types of promotional items the Board would like. He stated the Board can email him some ideas.

Chair Tourgeman suggested candles, and magnets.

Board Member Gonzalez suggested possibly some small lamps or flashlights.

Board Member Singer suggested water bottles, bags things for the beach.

Tourism and Communications Director Trigueros provided different items they have used in the past.

Town Attorney Pou suggested an inflatable beach ball.

Discussion took place among the Board Members and staff regarding different suggestions of promotional items.

Consensus was reached by the Board and they provided direction to Tourism and Communications Director Trigueros to move forward with obtaining some ideas.

7. Public Comments

There were no public speakers.

Chair Tourgeman closed the floor to public comments.

8. Next Meeting

8.A Next Meeting Date: January 8, 2024 at 5:30 p.m. (January 1, 2024 is a Holiday)
- Evelyn Herbello, Deputy Town Clerk

Deputy Town Clerk Herbello advised the Board of the next meeting date of January 8, 2024 at 5:30 p.m.

Consensus was reached to have the meeting on January 8, 2024 at 5:30 p.m.

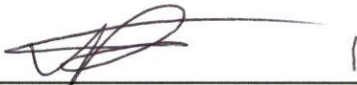
9. Board Member Comments

Board Member Karp spoke regarding the farmer's market and there are a lot of people attending.

10. Adjournment

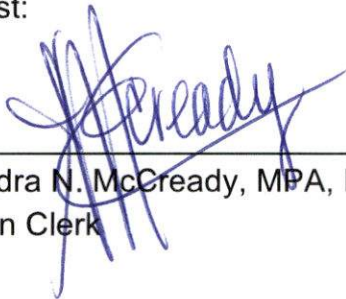
There being no further business to discuss before the Board, a motion was made by Board Member Gonzalez to adjourn the meeting at 6:43 p.m., seconded by Board Member Singer. The motion carried with a 4-0 vote.

Accepted this 8th day of January, 2023.



for Eli Tourgeman, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Parks and Recreation Committee
MINUTES
December 18, 2023
5:30 PM**

Town Hall, 2nd Floor, Manny Crawford Conference Room

1. Call to Order/Roll Call

Chair Logan called the meeting to order at 5:31 p.m.

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

Present: Chair Retta Logan, Committee Member Christopher Cook, Committee Member Becky Manuel and Committee Member Marta Olchyk.

Absent: Vice Chair Frank MacBride.

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

2. Agenda and Order of Business

3. Commission Liaison Report

Vice Mayor Rose provided his Commission Liaison Report.

Chair Logan asked regarding the 92nd Street pocket park reading circle presented at the last meeting by Vice Chair MacBride.

Vice Mayor Rose stated it will be as a discussion item on the January 9, 2024 Commission agenda. He was not able to get it in on time for the December meeting.

Committee Member Manuel asked regarding the pocket park since she was not at the last Parks and Recreation Committee Meeting.

Parks and Recreation Director Milian provided an overview of the presentation Vice Chair MacBride provided at the last meeting.

4. Approval of Minutes

Minutes
Parks and Recreation Committee
Monday, December 18, 2023

4.A November 27, 2023 Parks and Recreation Committee Meeting Minutes -
Evelyn Herbello, Deputy Town Clerk

A motion was made by Committee Member Manuel to approve the November 27, 2023 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Cook. The motion carried with a 4-0 vote.

[November 27, 2023 Parks and Recreation Committee Meeting Minutes.pdf](#)

5. Discussion Items

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

Parks and Recreation Director Milian provided an overview and update on the 96th Street Park project. He stated that they fell behind on some dates due to the weather and storm that took place this past week. He stated that they will look at new dates for the tour after the new year.

Committee Member Manuel asked if the new facilities will be rented for events and what programs will be held there.

Parks and Recreation Director Milian stated that the new park facilities will not be for rent and explained what programs will be held there. He stated that basically all the programs will be at the new park and the swimming and aquatics will be at the Community Center.

Discussion among the Committee Members took place regarding the new facilities at 96th Street park, the equipment, size of the room(s), capacity it will hold, parking and other programs that could be held there.

5.B YMCA Update - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided an update on YMCA and the camps. He provided an overview of the number of attendance of the children in the camps and the different programs.

5.C Winter Wonderland Recap - Tim Milian, Parks and Recreation Director

Parks and Recreation Director Milian provided a recap on the Winter Wonderland event. He also stated that they did have to cancel the snow due to the weather event that took place.

Discussion among the Committee Members took place regarding past Winter Wonderland attendance and events.

6. Public Comments

Chair Logan opened the floor to public comments.

There were no public speakers.

Chair Logan closed the floor to public comments.

7. Committee Member Comments

Chair Logan asked regarding the tot lot and what their policy is in regards to pets at that park and how the cameras are monitored. She stated that she saw a family with children with a dog inside the tot lot park and the child was the one holding the dog. She shared her concern when it comes to having dogs in that park.

Parks and Recreation Director Milian will follow up with the Town Manager and see how they could address this situation and if some signs could be placed as well as who will be monitoring the cameras.

Discussion among the Committee Members took place regarding possible solutions to that issue.

Committee Member Olchyk spoke regarding the Senior Brunch event that took place and the great turn out they had. She suggested to Parks and Recreation Director Milian to keep in mind to have more food options for those that eat Kosher food only and those that do not eat certain types of foods.

Parks and Recreation Director Milian stated he will keep that in mind and explained that they usually use the concession at the Community Center for Kosher food.

8. Next Meeting Date

8.A Next Meeting Date: January 22, 2024 at 5:30 p.m. - Evelyn Herbello, Deputy Town Clerk

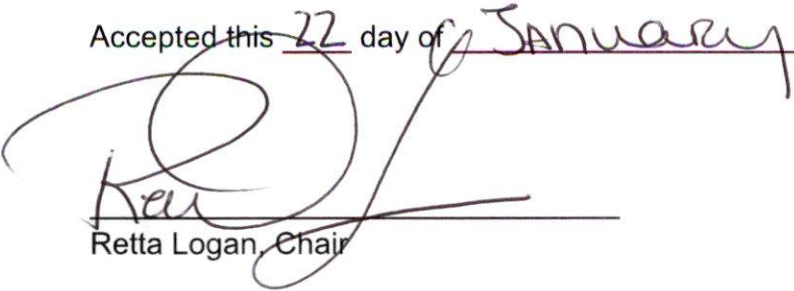
Deputy Town Clerk Herbello advised the Board of their next meeting being January 22, 2024 due to January 15, 2024 being a holiday.

Consensus was reached to hold the next meeting on January 22, 2024.

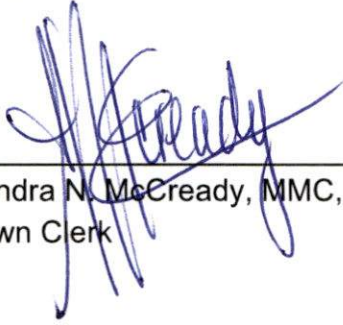
9. Adjournment

There being no further business to discuss before the Committee, a motion was made by Committee Member Olchyk to adjourn the meeting at 6:22 p.m., seconded by Committee Member Manuel. The motion carried with a 4-0 vote.

Accepted this 22 day of January, 2023.


Retta Logan, Chair

Attest:

A handwritten signature in blue ink, appearing to read 'S. McCready', written over a horizontal line.

Sandra N. McCready, MMC, MPA
Town Clerk



**Town of Surfside
Tourist Board
MINUTES
January 8, 2024
5:30 PM
Town Commission Chambers**

1. Call to Order/Roll Call

Vice Chair Ben Jacobson called the meeting to order at 5:33 p.m. Consultant

Clerk Herbello called the roll with the following members present:

Present: Vice Chair Ben Jacobson, Board Member David Karp and Board Member Ezequiel Singer.

Absent: Chair Eli Tourgeman and Board Member Diana Gonzalez.

Also present: Town Attorney Lillian Arango, Town Manager Hector Gomez and Commission Liaison Mayor Shlomo Danzinger.

2. Agenda and Order of Business

Tourism and Communications Director Trigueros stated that item 7B be deferred due to Mr. Rodrigo being unable to attend the meeting.

3. Town Commission Liaison Report

Mayor Danzinger provided the Commission Liaison Report.

4. Public Comments

Vice Chair Jacobson opened the floor to public

comments. There were no public speakers.

Vice Chair Jacobson closed the floor to public comments.

5. Approval of Minutes

5.A December 4, 2023 Tourist Board Meeting Minutes - Sandra N. McCready, Town Clerk

A motion was made by Board Member Karp to approve the December 4, 2023

Tourist Board Meeting Minutes, seconded by Board Member Singer. The motion carried with a 3-0 vote.

[December 4, 2023 Tourist Board Meeting Minutes.pdf](#)

6. Resort Tax Collection and Vacancies Report

6.A January Vacancies and Resort Tax Report - Frank Trigueros, Tourism and Communications Director

Tourism and Communications Director Trigueros provided the Resort Tax Report.

Vice Chair Jacobson asked regarding outstanding payments.

Tourism and Communications Director Trigueros addressed the comments made. [Attachment A - January Vacancies and Resort Tax Report](#)

7. Discussion Items

7.A Classic Car Show 2024 - Chair Eli Tourgeman

Tourism and Communications Director Trigueros provided an overview of the item. He stated it was proposed for February 18th.

Alan Andai provided a presentation of the item.

Vice Chair Jacobson asked regarding the budget for this event.

Tourism and Communications Director Trigueros stated it is \$17,000.

Mr. Andai explained what that budget would include and that this year's event would expand beyond classic cars to include other types of vehicles like exotics.

Vice Chair Jacobson asked regarding the truck stations.

Mr. Andai explained what they had and prefers to keep the food inhouse and keep the partners they have been using.

Vice Chair Jacobson asked to keep full coverage for food. He asked if there is anything they can do to allow the children to enter the vehicles..

Mr. Andai stated that they are ultimately personal vehicles so the answer depends on the owners, but he will happily reach out to them to see if some of them are comfortable allowing kids in the cars.

Board Member Singer asked if there is anything they can do as far as increasing promotion of the event.

Tourism and Communications Director Trigueros addressed the comments made and they will be reaching out to the hotels adding that diversifying the event will create an opportunity to cross promote with different audiences and will make the

event more successful.

A motion was made by Board Member Karp to approve the event with an additional \$1,000 for food, seconded by Board Member Singer. The motion carried with a 3-0 vote.

[Surfside 2024 Car Show.pdf](#)

7.B Do the Dunes @plasticfisherman Event Pitch - Frank Trigueros, Tourism & Communications Director

A motion was made by Board Member Karp to defer the item to the next meeting, seconded by Board Member Singer. The motion carried with a 3-0 vote.

[Attachment A - Plastic Fisherman Do the Dunes Competition](#)

7.C ACT Productions - "The Mentalist" Show - Live Mind Magic - Frank Trigueros, Tourism and Communications Director

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

Noemi Lopez, ACT Productions provided an overview of the item and covered the cost estimate which is approximately \$46,000.

Vice Chair Jacobson asked when they envision for this event to take place.

ACT Productions stated it will be up to the Board and it can be done any day and time of the week. They also stated that the Mentalist has signed a contract with Ft. Lauderdale for a year so he will be here for at least a year. They suggested to have it during dusk to avoid the attendees being under the sun.

Board Member Singer spoke regarding the time of the event and what will work for this community. He asked if they could do a smaller station to reduce the price.

Ms. Lopez stated the biggest cost is the Mentalist' fee for performance and the sound system.

Vice Chair Jacobson asked if this is usual in cost for similar events.

Tourism and Communications Director Trigueros stated this would be one of the most expensive shows due to the talent involved, but stated it would have a large appeal to hotel guests. The Town could hold a certain amount of tickets for hotel guests and explained how they would handle this. He stated the tickets would be free and organized through Eventbrite.

ACT Production stated they could have some standing room area as well.

Vice Chair Jacobson stated the arts and crafts section is open.

Ms. Lopez explained how it would work with Event Brite and walk ins that would just be walking by.

Board Member Karp asked what would happen if it would rain.

ACT Production stated they would have to have a plan B for rain.

Discussion among the Board Members and staff took place regarding some specifics of the event and plan B if it would rain; what would take place postponing the event as well as scheduling of the other events and possible dates for the events as well as the cost.

Vice Chair Jacobson asked if they could scale down the budget.

ACT Production stated they will look at the budget and see what they can come up with that will be comfortable and asked what the maximum is they would like to spend.

Board Member Singer stated that this budget is double of what they spend and asked them to come back with a less amount for the event.

Vice Chair Jacobson stated they are tentatively looking at March 17, 2024, as the date.

Consensus was reached by the Board for ACT Productions to come back at the February meeting with an updated pitch and a lower cost for the event.

[Guy Mentalist 2024 - Special Event Presentation.pdf](#)

7.D ACT Productions - Saturday Block Parties - Vice Chair Ben Jacobson

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

Noemi Lopez, ACT Productions provided an overview of the item.

Tourism and Communications Director Trigueros spoke regarding possible dates and what will be feasible for them given the other previously approved events like Street Art Festival.

Board Member Singer asked if this is part of the budget.

Tourism and Communications Director Trigueros stated they did not budget for this series specifically, but they have funding available in the events budget. He also stated that each event would cost \$24,500 like Third Thursdays..

Board Member Karp likes the first Saturday and in March and April there are no conflicts.

Vice Chair Jacobson asked who is running the street festival event.

Tourism and Communications Director Trigueros stated ACT is the company running these events.

Further discussion took place among the Board Members and staff regarding

Minutes
Tourist Board
Monday, January 8, 2024

possible dates for the events for all four events.

Consensus was reached to hold four block parties February through May 2024.

art festival event on March 24, 2024, the second event on March 2, 2024; taste of surfside on March 14, 2024

Mr. Andai stated he is willing to connect the partners to see if they can make any changes to his events to assist ACT.

A motion was made by Board Member Singer to approve the block parties and Street Art Festival to March 24, 2024 and Taste of Surfside to May 2024, seconded by Board Member Karp. The motion carried with a 3-0 vote.

[ACT Productions Surfside Saturday Block Parties](#)

8. Board Member Comments

Board Member Karp asked who sponsored the Saturday Madness event.

Tourism and Communications Director Trigueros addressed the comments made and it was some individual vendors.

Board Member Karp stated that there were a lot attendees.

Tourism and Communications Director Trigueros there will be some other pop ups.

9. Next Meeting


9.A Next Meeting: February 5, 2024 at 5:30 p.m. - Sandra N. McCreedy, Town Clerk

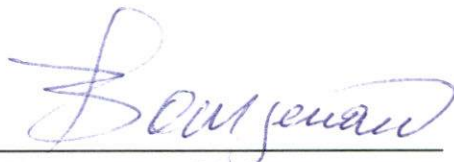
Consultant Clerk Herbello provided the next meeting date of February 5, 2024.

Consensus was reached by the Board to hold the next meeting on February 5, 2024.

10. Adjournment

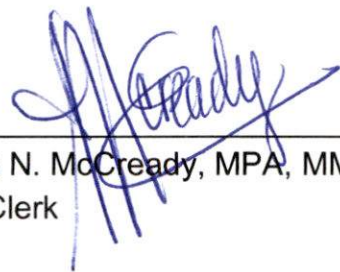
There being no further business to discuss before the Board, a motion was made by Board Member Karp to adjourn the meeting at 6:19 p.m., seconded by Board Member Singer. The motion carried with a 3-0 vote.

Accepted this 1 day of February, ~~2023~~. 2024 



Eli Tourgeman, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3C.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Installation of Safety Roadway Feature with Landscaping and Security Components at Hawthorne Avenue and 88th Street**

Town Administration is seeking the Town Commission approval to install a new traffic roadway feature with safety components at the intersection of 88th Street and Hawthorne Avenue with a not to exceed construction cost of \$40,000.00.

Creating safe streets has been a top priority for the Town Commission. It not only helps mitigate vehicular incidents but also promotes walkability. In recent implementations, the Town Commission approved the installation of surveillance cameras and License Plate Readers (LPRs) in existing roadway infrastructures to deter crime and assist our Police Department in investigating theft and other illegal activities.

As part of the enhanced surveillance program, the Town is proposing new traffic feature at the intersection of Hawthorne Avenue and 88th Street, with the following objectives:

1. Mitigating cut-through traffic through signage.
2. Increasing surveillance with right-of-way cameras and license plate readers.
3. Enhancing street beautification.
4. Reducing speeding.

The proposed traffic modification consists of a half-oval installation at the center of 88th Street and Hawthorne Avenue, as shown in **Attachment A** - "*Schematic*." The estimated cost of implementation is provided in **Attachment A to the resolution** - "*Estimate of Probable Cost*." The work will be carried out by the Town's Public Works Department, with materials purchased from existing Town vendors. If approved, the work will be scheduled in accordance with the Public Works FY master schedule.

[Attachment A - Schematic](#)

[Resolution - Authorizing Expenditure of Funds - 88th and Hawthorne Security and Safety](#)

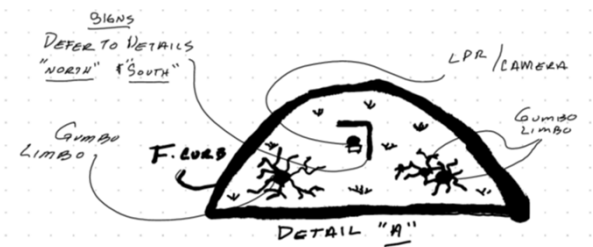
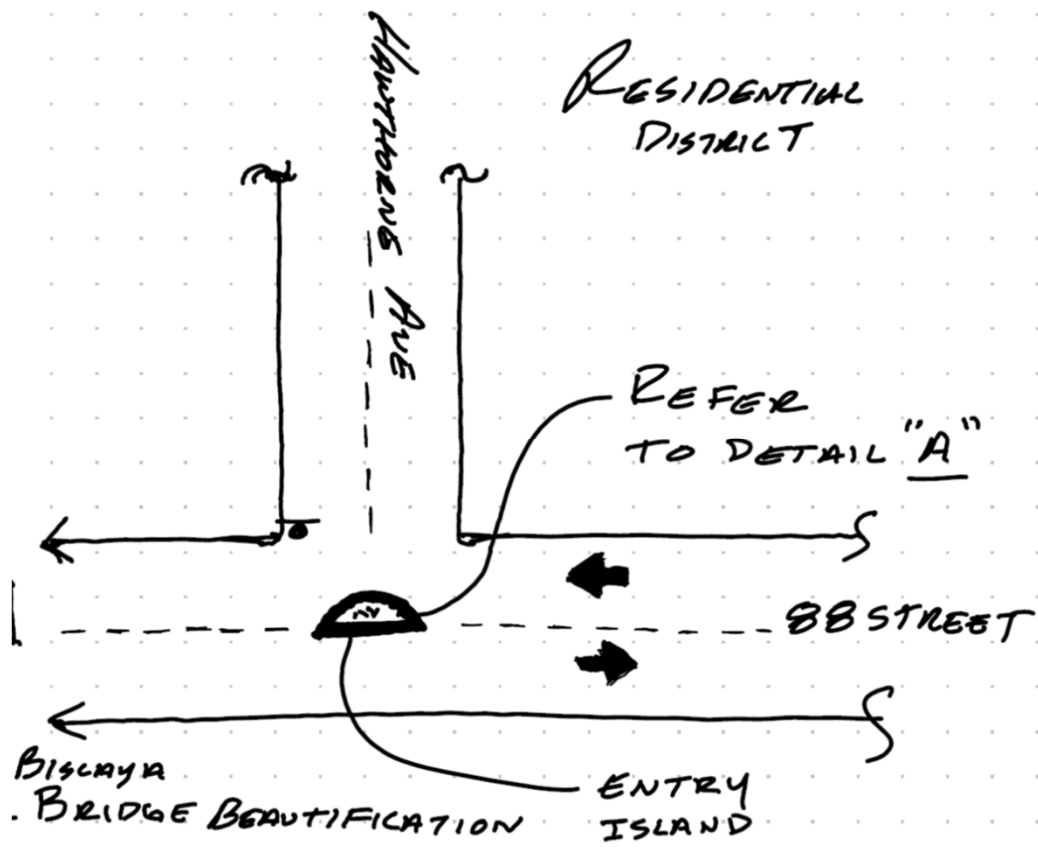
Project

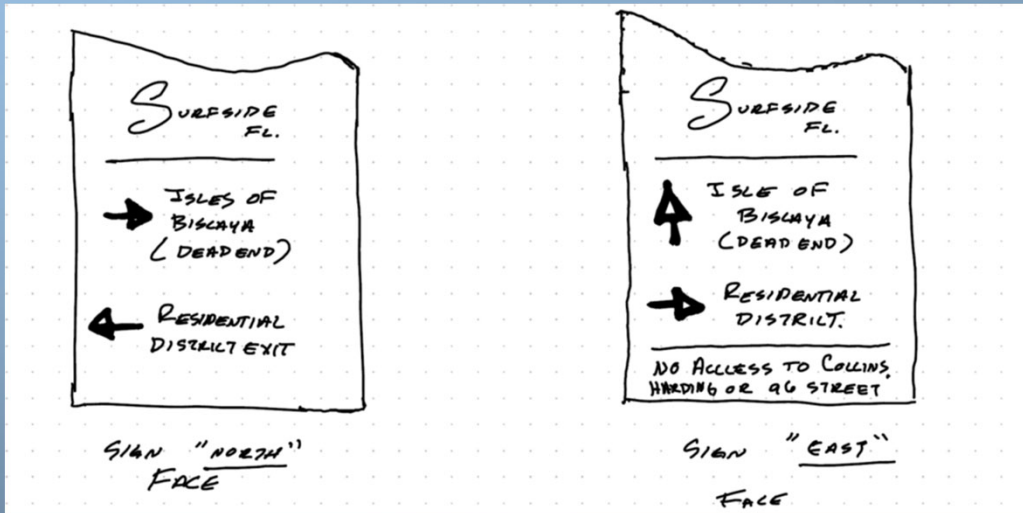
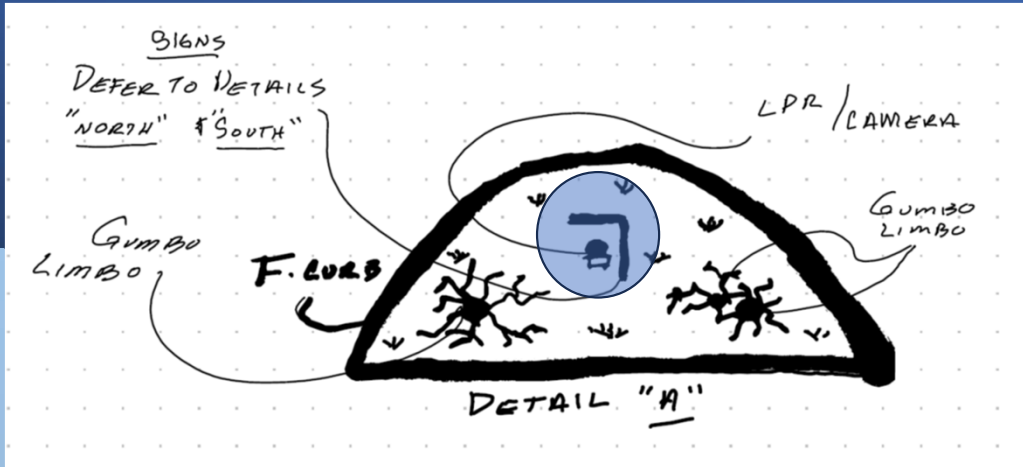
Attachment A - Estimate of Probable Cost



88th Street and Hawthorne Avenue Proposed Safety Implementation

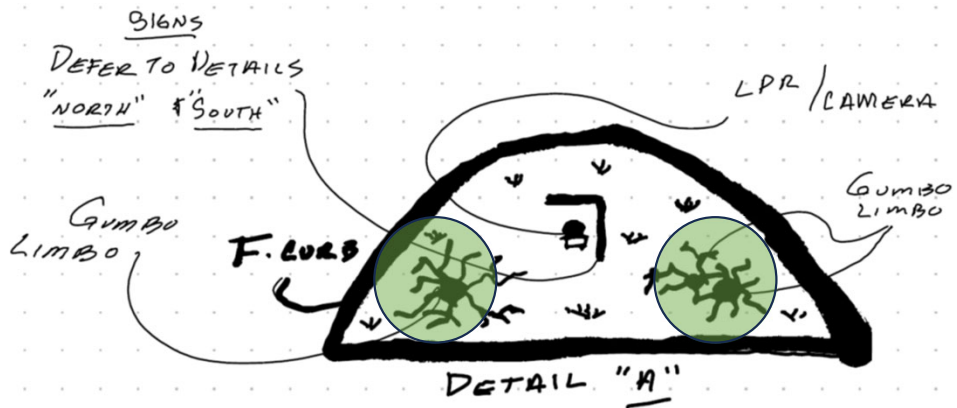
Traffic Calming Island



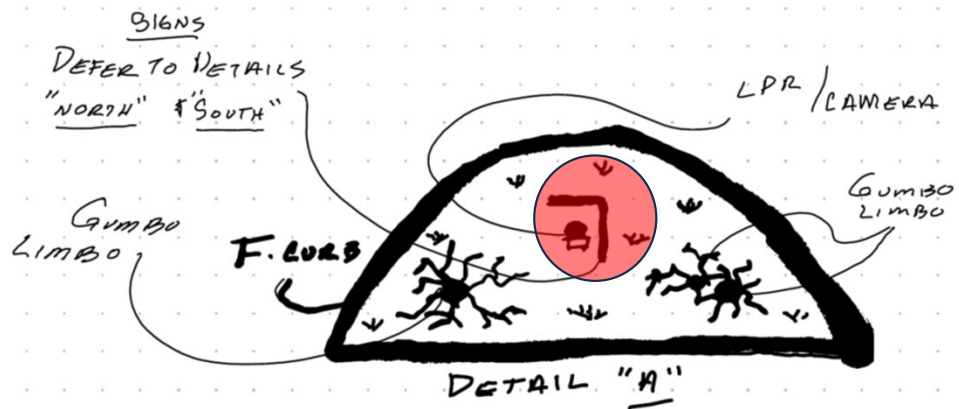


Traffic Intrusion Signage

Greenspace Creation



Security Camera



RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE INSTALLATION OF SAFETY ROADWAY FEATURES WITH LANDSCAPING AND SECURITY COMPONENTS AT THE INTERSECTION OF HAWTHORNE AVENUE AND 88TH STREET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) has made it a top priority to create safe streets throughout the Town that promote walkability and mitigate vehicular incidents; and

WHEREAS, to promote the creation of safe streets, the Town has previously undertaken initiatives to install license plate reader (LPR) technology and video surveillance and recording camera systems throughout the Town; and

WHEREAS, the Town Administration is seeking approval and authorization to expend funds for safety roadway features with landscaping and security components at the intersection of 88th Street and Hawthorne Avenue (the “Project”), which Project includes the installation of cut-through traffic signage, security camera, and enhanced street beautification landscaping; and

WHEREAS, the Town Commission desires to approve the Project and authorize the Town Manager to expend funds for the implementation of the Project in an amount not to exceed \$40,000 consistent with the Estimate of Probable Cost attached hereto as Attachment “A”; and

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

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

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

Section 2. Approving and Authorizing Expenditure of Funds. The Town Commission approves and authorizes the expenditure of funds for the Project in an amount not to exceed \$40,000 consistent with the Estimate of Probable Cost attached hereto as Attachment "A."

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Project and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of February, 2024.

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
 Public Works Department
 Estimate of Probable Cost for
 88th Street and Hawthorne Avenue Safety Improvements

Table A - Estimate of Probable Cost

Item Number	Item Description	Cost Type (Labor / Material / Equipment)	Quantity	Unit	Total of Cost of Item Number
1	Demolition	Labor	1.00	LS	\$2,000.00
2	Installation of Concrete	Material	80.00	LF	\$8,000.00
3	Signage	Material	2.00	Each	\$5,000.00
4	Security System	Material	1.00	Each	\$15,000.00
5	Landscape	Material	1.00	LS	\$10,000.00
Total Estimated Cost					\$40,000.00



MEMORANDUM

ITEM NO. 3D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: **Town Hall and Police Department Improvement Project**

Town Administration is seeking Town Commission approval to expend a not to exceed total of \$165,000 towards renovation improvements within the Town Commission Chambers and respective public areas as well as within the Town Police Department and authorizing the Town Manager to contract for said services with Di OBRA Development Group.

As part of the approved fiscal year 2024 budget, the Town has allocated funds for ongoing building improvements to maintain and update the current Town Hall facility. Many of the current finishes are original and outdated. For example, in some areas, the flooring has exceeded its expected lifespan and has been recommended for replacement. The Town of Surfside is now in search of a General Contractor to undertake various tasks, including finishes, millwork, cabinetry with respective stone countertops, interior demolition, vinyl floor installation, carpet installation, painting, door replacements, and decorative feature installation within the Town's Police Department and Commission chambers.

The work will be carried out during both business and non-business hours to ensure it does not disrupt Town operations. Bid vendors have been informed of the importance of scheduling to avoid any conflicts with meetings and other planned Town events. The Town is looking for the general contractor to supply and install all bid items, but reserves the right to directly purchase certain materials if necessary.

The Town obtained a total of three quotes to secure the lowest responsible price.

These quotes are attached as follows:

- Attachment A** - Lunacon Construction Group Proposal (96th Street Park Vendor)
- Attachment B** - DiObra Proposal
- Attachment C** - ANC Builders, Inc. Proposal

The quote from DiObra Development Group, Corp is \$160,000.00 and has been determined to be the lowest responsible price. The Town plans to request an additional \$5,000 to cover potential miscellaneous expenses that may arise during the project. While no construction

drawings were created, the existing Town Hall facility plans were provided, and mandatory walkthroughs were conducted as part of the pricing process.

This approach was chosen because the scope of services primarily involves replacing existing materials with new ones, and the Town decided to forgo design services to remain cost-effective within the Town's budget.

[Attachment A - Lunacon Construction Group Proposal](#)

[Attachment B - Di Obra Proposal](#)

[Attachment C - ANC Builders, Inc. Proposal](#)

[Resolution Approving Contract and Expenditure for Town Hall and Police Department Improvement Project](#)

[Exhibit A - Construction Contract - Di Obra Development Group Corp - Town Hall and Police Department Improvements](#)



TOWN OF SURFSIDE
TOWN HALL IMPROVEMENTS FOR FY 2024
TOWN COMMISSION CHAMBERS
AND POLICE DEPARTMENT

DATE:

26th December, 2023

PROPOSED BY:

Lunacon Construction Group
16890 South Dixie Highway
Miami, Florida
786-293-0035



December 26, 2023

Hector Gomez
Town Manager
9293 Harding Avenue
Surfside, FL, 33154

SUBJECT: TOWN OF SURFSIDE TOWN HALL IMPROVEMENTS PROJECT

Mr. Gomez,

We are pleased to provide our proposal for the Town Hall Improvements Project. Our proposal includes Supervision, Labor, Materials, and Equipment to complete this referenced project. We have attached our Schedule of Values in compliance with the project requirements discussed on the site visit. Also included is our Assumptions and Clarifications report to give you an overview of the scope of work that we are providing.

Please do not hesitate to contact us if you have any questions or need additional information regarding this quotation. Thank you for this opportunity and we look forward to business with you.

Regards,

DocuSigned by:
Emilio Criado
04E450AEC6CD47B

Emilio Criado – President
Lunacon Construction Group, Corp.
16890 South Dixie Highway, Miami, Florida 33157
Office: 786-293-0035 / Fax: 786-293-0333
Email: ecriado@lunaconcorp.com / www.lunaconcorp.com





Town Hall Improvements for FY 2024
Scope of Work Inclusion/Exclusions

1. Scope is limited to the breakdown provided below.
2. The building was assumed free from any hazardous materials. No hazmat survey/abatement was considered in the estimate
3. Construction operation time is accessible 24/7
4. Building Operations - To be discussed with the Owner
5. Project award and NTP were assumed to be within the first quarter of 2024, the proposal is only **valid for 60 days** upon receipt of this proposal.
6. No fire-rated drywall and/or impact-rated doors are considered in this estimate.
7. Phasing will be coordinated between Lunacon & Owner
8. No permit fees were considered in this estimate
9. As per the RFI response, no bond was considered in this estimate
10. Dumpsters shall be by the Owner, Lunacon to move trash/debris to the designated location
11. The Construction Period is anticipated to be at least 90 calendar days
12. Quantities provided below include waste factors



Item	Item Description/ Location	Quantity (Times per Month)	Unit
1.0.0	First Floor		
1.0.1	Installation of new vinyl flooring and baseboard in the Police Department and Police Department Lobby. Re-install with a minimum of 5-inch baseboard. All baseboard nail applied	4000	square feet
	<i>vinyl flooring</i>	4000	SF
	<i>5-inch baseboard</i>	972	LF
1.0.2	Furnish and Replace current breakroom cabinets within the Police Department. Approximately 15 linear feet of top cabinets and bottom cabinets. Install new kitchen sink and existing refrigerator. Demolish and dispose all existing.	1	Lump Sum
	<i>Demo wall cabinet</i>	12	LF
	<i>Demo base cabinet</i>	17.5	LF
	<i>Demo wood countertop</i>	12	LF
	<i>Cut stainless steel box 12"</i>	1	EA
	<i>Remove, store & reinstall existing refrigerator</i>	1	EA
	<i>Install new equipment (microwave and icemaker) - Plumbing rough-ins are not included</i>	2	EA
	<i>Disconnect kitchen sink</i>	1	EA
	<i>New wall cabinet</i>	12	LF
	<i>New base cabinet</i>	8.5	LF
	<i>New quartz countertop w/ backsplash</i>	12	LF
	<i>New kitchen sink - assumed existing rough-ins can be utilized</i>	1	EA
1.0.3	Dispatch and Seargent Officers Area: Demolish all existing cabinet work. Demolish existing partition wall and door. Install new partition wall and pocket door. Install new cabinet wood work and stone countertops. Re-finish all walls to existing finish (smooth).	1	Lump Sum
	<i>Demo ACT</i>	70	SF
	<i>Demo upper cabinet</i>	6	LF
	<i>Demo existing lower cabinet & countertop</i>	37.5	LF
	<i>Demo existing partition</i>	76.5	SF
	<i>Demo existing hm door & frame 36"x80"</i>	1	EA
	<i>Remove and reinstall lighting fixture - assumed existing circuits & fixtures can be utilized</i>	3	EA
	<i>New ACT</i>	70	SF
	<i>New lower cabinet</i>	25	LF
	<i>New upper cabinet</i>	5	LF
	<i>New quartz countertop</i>	25	LF
	<i>New pocket door & frame (single)</i>	1	EA
	<i>New Drywall Partition</i>	76.5	SF
	<i>Painting</i>	200	SF
First Floor Total Cost			



2.0.0	Second Floor		
2.0.1	Installation of new Vinyl Flooring and baseboard in the Town Commission Chambers Installation of new carpet Style and transitions to flooring in the Town Commission Chambers.	1500	SQFT
	<i>New vinyl flooring</i>	200	SF
	<i>Baseboard</i>	300	LF
	<i>Transition strip</i>	83	LF
2.0.2	Demolish existing carpet flooring in Town Chambers room	1	LS
	<i>Demo carpet flooring</i>	1625	SF
2.0.3	Create a 42" by 96" opening in partition by Town Clerk Seating Area.	1	EA
	<i>Cutout in partition</i>	1	EA
2.0.4	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Town Commission Chambers (Wall Height 9'-0"). See example provided.	160	LF
	<i>Wallpaper (budget \$4.91/sf)</i>	1440	SF
	<i>Wall trim (chair rail)</i>	160	LF
	<i>Wall painting</i>	1440	SF
2.0.5	Furnish and install new "Ocean Blue" millwork for Town Commission Dais lower desks and backdrop.	1	LS
	<i>Millwork 4'-6" paneling</i>	27	SF
	<i>Millwork 3' trim</i>	35	LF
2.0.6	Demolish existing Clerk Cabinets and Furnish and Install a total of 15' linear feet of bottom cabinets and top cabinets. Raise clear area to match commission dais.	1	LS
	<i>Cutout in partition</i>	1	EA
	<i>Demo 3' millwork (trim) under counter</i>	35	LF
	<i>Demo 4'-6" millwork (trim) wall</i>	27	LF
	<i>Demo granite baseboard</i>	35	LF
	<i>New quartz counter/deck</i>	18	LF
	<i>New 6" granite baseboard</i>	35	LF
2.0.7	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Hallways (Wall Height 9'-0")	562	LF
	<i>Wallpaper (budget \$4.91/sf)</i>	3372	SF
	<i>Wall trim (chair rail)</i>	154	LF
	<i>Painting</i>	1686	SF
2.0.8	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (single). Remove existing door and frames.	3	each
	<i>Demo hm door and frame w/ hardware</i>	3	EA
	<i>New glass door and frame w/ hardware</i>	3	EA
2.0.9	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (Doubles). Remove existing door and frames	2	each
	<i>Demo hm door and frame w/ hardware</i>	2	EA
	<i>New glass door and frame w/ hardware</i>	2	EA
Second Floor Total Cost			
Total Project Cost			

CONTACT INFORMATION FORM

COMPANY NAME:

Lunacon Construction Group

MAILING ADDRESS:

16890 Dixie HWY Palmetto Miami Bay

COMPANY PHONE NUMBER:

786 293 0035

POINT OF CONTACT NAME:

Emilio Criado

POINT OF CONTACT MOBILE NUMBER:

305-345-1328

POINT OF CONTACT EMAIL ADDRESS:

ecriado@lunaconcorp.com



Town of Surfside
Price Submittal Form
Town Hall Improvements Project

NOTE: All bidders are required to perform a walkthrough prior to submitting a price. All material pricing is to have back up as part of the submittal. The quantities provided are estimates and field measurements of actual quantities will be used for payment. The Town reserves the right to withdraw any item from the price submittal sheet. All numbers are to include mark up pricing.

Item Number	Item Description / Location	Quantity (Times per Month)	Unit	Material Cost	Labor Cost	Total Line Item Cost
1.0.0	First Floor	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.0.1	Installation of new vinyl flooring and baseboard in the Police Department and Police Department Lobby. Re-install with a minimum of 5-inch baseboard. All baseboard nail applied.	4000	square feet	\$13.32	\$8.33	\$86,581.77
1.0.2	Furnish and Replace current breakroom cabinets within the Police Department. Approximately 15 linear feet of top cabinets and bottom cabinets. Intall new kitchen sink and existing refridgerator. Demolish and dispose all existing.	1	Lump Sum	\$89,367.16	\$38,347.09	\$127,714.25
1.0.3	Dispatch and Seargent Officers Area: Demolish all existing cabinet work. Demolish existing partition wall and door. Install new partition wall and pocket door. Install new cabinet wood work and stone countertops. Re-finish all walls to existing finish (smooth).	1	Lump Sum	\$133,976.35	\$48,199.47	\$182,175.81
First Floor Total Cost		<i>leave blank</i>	<i>leave blank</i>			\$396,471.84
2.0.0	Second Floor	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
2.0.1	Installation of new Vinyl Flooring and baseboard in the Town Commission Chambers Installation of new carpet Style and transitions to flooring in the Town Commission Chambers.	1500	SQFT	\$3.70	\$2.85	\$9,823.90
2.0.2	Demolish existing carpet flooring in Town Chambers room	1	LS		\$2,991.46	\$2,991.46
2.0.3	Create a 42" by 96" opening in partition by Town Clerk Seating Area.	1	Each		\$818.66	\$818.66
2.0.4	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Town Commission Chambers (Wall Height 9'-00"). See example provided.	160	LF	\$495.36	\$208.00	\$112,538.31
2.0.5	Furnish and install new "Ocean Blue" millwork for Town Commission Dais lower desks and backdrop.	1	LS	\$28,507.81	\$8,144.47	\$36,652.27
2.0.6	Demolish existing Clerk Cabinets and Furnish and Install a total of 15'-00" linear feet of bottom cabinets and top cabinets. Raise clerk area to match commission dais.	1	LS	\$39,604.59	\$17,997.23	\$57,601.82
2.0.7	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Hallways (Wall Height 9'-00")	562	LF	\$156.97	\$70.53	\$127,855.72



**Town of Surfside
Price Submittal Form
Town Hall Improvements Project**

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Item Number	Item Description / Location	Quantity (Times per Month)	Unit	Material Cost	Labor Cost	Total Line Item Cost
2.0.8	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (single). Remove existing door and frames.	3	each	\$4,254.16	\$2,398.41	\$19,957.72
2.0.9	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (Doubles). Remove existing door and frames.	2	each	\$8,508.33	\$4,796.82	\$26,610.30
Second Floor Total Cost		<i>leave blank</i>	<i>leave blank</i>			\$394,850.16
Total Project Cost		<i>leave blank</i>	<i>leave blank</i>			\$791,322.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

DocuSigned by:
Emilio Criado

Authorized Signatory: _____

Executed by: Emilio Criado 04F450AEC6CD47B...

(Type or print name)

Title: President

for (Company): Lunacon Construction Group

Date: December 26, 2023

SCHEDULE OF VALUES

TOWN OF SURFSIDE

Date: January 22, 2024



A	B	C	D	E	F	G	H
Item	Description of work	Scheduled Value	Work Completed		Total completed & stored to date (D + E)	% (F/C)	Balance to finish (C - F)
			From previous application [D+E]	This period ↓			
General Requirements							
1	Includes all Project Supervision Coordination GC Fees General Labor Clean-up Equipment Rentals Insurances Safety Requirements.	\$36,000.00	\$0.00	\$0.00	\$0.00	0%	\$36,000.00
1.0.0	FIRST FLOOR		\$0.00	\$0.00	\$0.00	0%	\$0.00
1.0.1	New LVT Flooring [3,335 SqFt-Lucida Surfaces Max \$2.25/sf] and +/-5" Baseboard in the police Department. Including demolition, removal and dispose all existing.	\$32,095.00	\$0.00	\$0.00	\$0.00	0%	\$32,095.00
1.0.2	New Breakroom Cabinets within the Police Department. Includes demolition and removal of existing Cabinets.	\$9,080.00	\$0.00	\$0.00	\$0.00	0%	\$9,080.00
	Installing a new Sink, 1ea Microwave (provided by Owner), 1ea Ice Maker (Provided by Owner) and reinstallation existing Refrigerator. All cabinets must be empty prior to demolition.	\$3,640.00	\$0.00	\$0.00	\$0.00	0%	\$3,640.00
1.0.3	Dispatch and Sargent Officers Area:						\$0.00
	New Cabinets and stone Countertop. Includes demolition and removal of existing Cabinets and Countertops.	\$14,225.00	\$0.00	\$0.00	\$0.00	0%	\$14,225.00

	New 6" partition wall with 1ea pocket door, new TV wood backing, relocation of 2ea wall mounted TVs with brackets, 2ea new outlets [Low Voltage by Owner]. Patch and repair all walls (to match existing finish) after demolition.	\$8,200.00	\$0.00	\$0.00	\$0.00	0%	\$8,200.00
	Interior Painting Walls	\$5,460.00	\$0.00	\$0.00	\$0.00	0%	\$5,460.00
2.0.0	SECOND FLOOR						
2.0.1	New Carpet and LVT Flooring [2,000 SqFt-Max \$26/SqYd] and Baseboard in the Town Commission Chambers.	\$21,100.00	\$0.00	\$0.00	\$0.00	0%	\$21,100.00
2.0.2	Demolition existing Carpet Flooring and baseboards in Town Chambers Room	\$3,940.00	\$0.00	\$0.00	\$0.00	0%	\$3,940.00
2.0.5	Furnish and Install New Millwork for Town Commission Dais lower desks and backdrop.	\$11,000.00	\$0.00	\$0.00	\$0.00	0%	\$11,000.00
2.0.6	Raise Clerk Area to match commission Dais.	\$3,940.00	\$0.00	\$0.00	\$0.00	0%	\$3,940.00
2.0.7	Wall trims and paint in Town Hall 2nd floor Hallways.	\$8,670.00	\$0.00	\$0.00	\$0.00	0%	\$8,670.00
	Interior Painting Walls Town of Commission Chamber Room	\$2,650.00	\$0.00	\$0.00	\$0.00	0%	\$2,650.00
	Total	\$160,000.00	\$0.00	\$0.00	\$0.00	0%	\$160,000.00

CONTACT INFORMATION FORM

COMPANY NAME: ANC Builders Inc.

MAILING ADDRESS: 18715 SW 84 CT, CUTLER BAY, FL. 33157

COMPANY PHONE NUMBER: 305-215-9832

POINT OF CONTACT NAME: Ulises M. Carbato

POINT OF CONTACT MOBILE NUMBER: 305-215-9832

POINT OF CONTACT EMAIL ADDRESS: ulises@ancbuildersinc.com



Town of Surfside
Price Submittal Form
Town Hall Improvements Project

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Item Number	Item Description / Location	Quantity (Times per Month)	Unit	Material Cost	Labor Cost	Total Line Item Cost
1.0.0	<u>First Floor</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.0.1	Installation of new vinyl flooring and baseboard in the Police Department and Police Department Lobby. Re-install with a minimum of 5-inch baseboard. All baseboard nail applied.	4000	square feet	\$16,420	22,200	\$38,620
1.0.2	Furnish and Replace current breakroom cabinets within the Police Department. Approximately 15 linear feet of top cabinets and bottom cabinets. Install new kitchen sink and existing refridgerator. Demolish and dispose all existing.	1	Lump Sum	\$11,500	\$8140	\$19,640
1.0.3	Dispatch and Seargent Officers Area: Demolish all existing cabinet work. Demolish existing partition wall and door. Install new partition wall and pocket door. Install new cabinet wood work and stone countertops. Re-finish all walls to existing finish (smooth).	1	Lump Sum	\$25,230	\$19,540	\$44,770
First Floor Total Cost		<i>leave blank</i>	<i>leave blank</i>	\$53,150	\$49,880	\$103,030
2.0.0	<u>Second Floor</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
2.0.1	Installation of new Vinyl Flooring and baseboard in the Town Commission Chambers Installation of new carpet Style and transitions to flooring in the Town Commission Chambers.	1500	SQFT	\$21,600	\$21,760	\$43,360
2.0.2	Demolish existing carpet flooring in Town Chambers room	1	LS	\$650	\$5,625	\$6,275
2.0.3	Create a 42" by 96" opening in partition by Town Clerk Seating Area.	1	Each	\$275	\$800	\$1,075
2.0.4	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Town Commission Chambers (Wall Height 9'-00"). See example provided.	160	LF	\$4,995	\$8,910	\$13,905
2.0.5	Furnish and install new "Ocean Blue" millwork for Town Commission Dais lower desks and backdrop.	1	LS	\$12,760	\$9,130	\$21,890
2.0.6	Demolish existing Clerk Cabinets and Furnish and Install a total of 15'-00" linear feet of bottom cabinets and top cabinets. Raise clerk area to match commission dais.	1	LS	\$11,345	\$6,920	\$18,265
2.0.7	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Hallways (Wall Height 9'-00")	562	LF	\$15,318	\$29,400	\$44,718



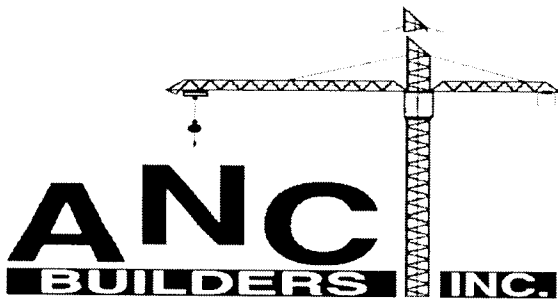
Town of Surfside
Price Submittal Form
Town Hall Improvements Project

NOTE: All bidders are required to perform a walkthrough prior to submitting a price. All material pricing is to have back up as part of the submittal. The quantities provided are estimates and field measurements of actual quantities will be used for payment. The Town reserves the right to withdraw any item from the price submittal sheet. All numbers are to include mark up pricing.

Item Number	Item Description / Location	Quantity (Times per Month)	Unit	Material Cost	Labor Cost	Total Line Item Cost
2.0.8	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (single). Remove existing door and frames.	3	each	\$7,000	\$3,905	\$10,905
2.0.9	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (Doubles). Remove existing door and frames.	2	each	\$9,500	\$3,535	\$13,035
Second Floor Total Cost		<i>leave blank</i>	<i>leave blank</i>	\$83,443	\$89,985	\$173,428
Total Project Cost		<i>leave blank</i>	<i>leave blank</i>	\$136,593	\$139,865	\$276,458

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: *[Signature]*
 Executed by: Ulises M. Curbelo
 (Type or print name)
 Title: President
 for (Company): AMC Builders Inc
 Date: 01/04/2024



CGC #1511395

18715 S.W. 84 Court
Miami, Florida 33157
Ph: (305) 215-9832

Proposal

1/4/2024

To: Town of Surfside

Attn: Antonio Marciante, Interim Chief of Police
9293 Harding Avenue
Surfside, FL. 33154
Town Hall Improvements for FY 2024
Town Commission Chambers and
Police Department Improvements

We propose to furnish all material and perform all labor necessary to complete the following:

1. **Scope Of Work:**

- See Attached "Contact Information Form" (1) Page
- See Attached "Town of Surfside Price Submittal Form" (2) Pages

Total	\$276,458
--------------	------------------

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of:
Two Hundred Seventy Six Thousand Four Hundred Fifty Eight Dollars

Payments to be made as follows: **(1) To be determined**

GENERAL QUALIFICATIONS & CLARIFICATIONS

1. Any and All Permit Fees \ Impact Fees \ Special Inspection Fees \ Overtime Inspection Fees \ Expedite Shop Drawing Review Fees \ Permit Processing Fees \ Permit Running Costs are not Included in this Proposal all said costs shall be by Owner.
2. Any Utility Fees Included but not Limited to Connections, Deposit and Any Other Type of Fees Associated with Utility Companies (FPL\AT&T\Cable\Gas) are not Included in this Contract.
3. Any Repair \ Corrections of Any Existing Code Violation and/or Any Modifications to Any Systems in Any Portion of the Existing Property Required to be Corrected or Updated by the Building Office and/or it's Inspector Shall be Construed as an Unforeseen Condition(s) and Shall be an Extra to this Proposal.
4. Any Delays Incurred by the Contract as a Result of Long Lead Time for Fabrication and/or Delivery for Material Chosen by the Owner Shall not be the Responsibility of the Contractor.
5. ANC Builders Inc shall have a supervisor on site only when ANC Builders Inc and/or ANC Builders Inc Subcontractor are on-site.
6. ANC Builders Inc shall take all necessary precautions to protect property in areas where work is being done.
7. ANC Builders Inc WILL PROVIDE ADEQUATE TEMPORARY SUPPORT AS NECESSARY TO ENSURE STRUCTURAL INTEGRITY OF THE WORK.
8. All work shall comply with the Florida building code, **2023** edition and all local ordinances governing.

9. Owner shall be responsible for verifying requires grade and finish floor elevations with respect to Dade/Broward County Flood criteria, existing crown of road elevations, federal flood criteria or any other governing body.
10. Prior to commencement of work, ANC Builders Inc must have this proposal signed and seven (7) days minimum notice prior mobilization by owner or an authorized representative of the contractor.
11. This proposal is based in accordance with the (26) Photo print-outs provided by the Town of Surfside.
12. Does not include the following costs/works: Any work/costs not listed in the Town of Surfside Price Submittal Form.
13. Owner to provide all windows and doors openings (M.O.). MO's are due to ANC Builders Inc corp., at rebar placement of foundation or project will be impacted.
14. Communication: no instruction shall be given verbally without following up with an email, cut sheet, or in writing on ANC Builders Inc superintendent set of plans. Owner will not instruct ANC Builders Inc employees or subs directly. Owner will follow proper lines of communication with ANC Builders Inc' s superintendent.
15. Extra work order: any alteration or deviation made to the plans, drawings, specifications or contract documents must be provided in writing to be reviewed by ANC Builders Inc. There shall be no extras of any kind unless first authorized by written order signed by the owner, and will become an extra charge over and above the proposal. no extra work will begin without prior written authorization from the owner or owner's authorized signer.
16. **Time and Material: labor | ANC Builders Inc supervision | machine time | equipment and materials @ cost plus | t&m work will not commence without owner's signature approving rates and scope of work.**
17. **Shop drawings: ANC Builders Inc will produce the shop drawings as need; owner and architect will sign off on plans and will be held responsible for any errors missed.**
18. **Safety precautions:** reasonable safety precautions will be followed.
19. Delivery: One material is delivered to job site and accepted by Owner/General Contractor, It becomes the responsibility of the owner's representative. If the owner is unable for any reason to accept delivery of completed materials when scheduled, at ANC Builders Inc option, ANC Builders Inc may place them in storage either at ANC Builders Inc warehouse or elsewhere and in such event, owner/general contractor shall, upon ANC Builders Inc demand, pay ANC Builders Inc for such materials; and reimburse ANC Builders Inc for the cost of storage and for all expenses which ANC Builders Inc incurs in storing, caring for, handling and disposing of them.
20. Proposal contract agreement excludes multiple mobilization for same task.
21. All work performed in this proposal shall have a limited warranty for a period of 1 year from the completion of the work.

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature:	Contractor's signature:
Date:	Date:

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION WITH DI OBRA DEVELOPMENT GROUP CORP. FOR THE TOWN HALL AND POLICE DEPARTMENT IMPROVEMENT PROJECT; AUTHORIZING EXPENDITURE OF FUNDS; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS CONTRACT FOR A TOWN FACILITY IMPROVEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is in need of certain improvements and renovations to Town Hall and the Police Department, including finishes, millwork, cabinetry with respective stone countertops, interior demolition, vinyl floor installation, carpet installation, painting, door replacements, and decorative feature installation within the Town's Police Department and Commission Chambers (the “Work”); and

WHEREAS, pursuant to Section 3-13(7)f of the Town’s Code of Ordinances (the “Code”), public improvements, repairs, or replacements related to a Town facility are exempt from competitive bidding; and

WHEREAS, the Town solicited three (3) quotations for the Work and received the lowest and best qualified responsive proposal from Di Obra Development Group, Corp. (the “Contractor”); and

WHEREAS, the Contractor has provided a quote and proposal for the Work at a cost of \$160,000; and

WHEREAS, the Town Administration has requested authorization for the expenditure in the amount of \$160,000 plus an additional expenditure of \$5,000 for potential miscellaneous expenses, in the total amount of \$165,000; and

WHEREAS, the Town Commission desires to approve a contract for construction, in substantially the form attached hereto as Exhibit “A” (the “Contract”), with the Contractor in an amount not to exceed \$160,000; and

WHEREAS, the Town Commission finds that the Contract is in the best interest and welfare of the Town and wishes to approve the same in substantially the form attached hereto as Exhibit “A.”

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

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of the Contract; Exemption from Competitive Bidding. The Contract with the Contractor is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to the Town Manager and Town Attorney's final approval as to form, content, and legal sufficiency. The Town Commission finds that pursuant to Sections 3-13 (7)f of the Town’s Code, the Work is exempt from competitive bidding.

Section 3. Authorization to Execute Contract. The Town Manager is hereby authorized to execute the Contract, in substantially the form attached hereto as Exhibit “A,” subject to the final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend budgeted funds in an amount not to exceed \$160,000 for the Contract and an additional \$5,000 for potential miscellaneous expenses.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Work and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of February, 2024. .

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

EXHIBIT "A"

CONTRACT FOR CONSTRUCTION

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2024 (the "Effective Date") by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **DI OBRA DEVELOPMENT GROUP CORP.**, a Florida For-Profit Corporation (the "Contractor").

WHEREAS, the Town is in need of certain improvements and renovations to Town Hall and the Police Department, including finishes, millwork, cabinetry with respective stone countertops, interior demolition, vinyl floor installation, carpet installation, painting, door replacements, and decorative feature installation within the Town's Police Department and Commission Chambers (the "Work," as further defined herein); and

WHEREAS, the Town solicited three (3) quotes for the Work; and

WHEREAS, the Contractor was the best qualified proposer and submitted the lowest quote for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof and includes the Price Submittal ("Pricing") attached hereto as Exhibit "A"; and

WHEREAS, on February 13, 2024, the Town Commission adopted Resolution No. 2024-XX approving the award of this Contract to the Contractor; and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work for the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

TOWN HALL AND POLICE DEPARTMENT IMPROVEMENT PROJECT

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be

submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within [INSERT SUBSTANTIAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within [INSERT FINAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **\$500.00** or each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **\$500.00** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount not to exceed

\$160,000.00 for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and

approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, **INSERT PROJECT CONSULTANT** (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base 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 Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Addendum Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, "Contractor's Schedule of Values /Quote."

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. Nothing contained herein is intended nor shall it be construed to waive the Town's rights and immunities under the common law or 768.28, Florida Statutes, as amended from time to time.

5.3. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. 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 insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, 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 Contract and shall state that such insurance is as required by this Contract. 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 Work, 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.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the “Market Conditions”). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the “Pandemics”) and (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to

commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional

data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT

PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the

Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract 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 Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have

access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. 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 Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

10.18. 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.

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic (“MOT”) must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor’s responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: .

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a “Grant”). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Agreement Exhibit
_____	_____
_____	_____
_____	_____
_____	_____

If the Work will be funded utilizing Grant funds, the Town shall select this box: .

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, which was awarded on _____, 2024, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
 - b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
 - c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
 - d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2024, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:
WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation
By: _____
Print Name: _____

Title: _____

FOR THE SURETY:
WITNESS:

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____

Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

Corporate Secretary

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ by means of physical presence or online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the _____ and that s/he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Miami Springs, Florida

Sworn and subscribed to before me this _ day of _____, 20__.

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

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract , awarded on _____, 2024, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

7. Performs the Contract between Contractor and Town for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
8. Pays the Town all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Town sustains as a result of default by Contractor under the Contract; and
9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
10. Whenever Contractor is, and declared by the Town to be, in default under the Contract, the Town having performed the Town's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Town elects, upon determination by the Town and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Town to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Town; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20__.

FOR THE CONTRACTOR:

WITNESS:

Secretary
(Affix Corporate Seal)

Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____

Telephone: _____



MEMORANDUM

ITEM NO. 3E.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Ratification, Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Town of Surfside Dune Restoration Project**

The Town Administration recommends Town Commission to ratify the acceptance and approval of a grant agreement with FDEP for the Town of Surfside Dune Restoration Project.

The Florida Department of Environmental Protection has awarded the Town a grant in the total amount of \$470,800. The purpose of the grant is to conduct design and construction activities related to the Town of Surfside's Dune Restoration Project. The proposed grant agreement work plan specifies a local contribution of an amount equal to \$470,800. The Town is prepared to allocate those funds towards the Project. As per the State Funded Grant Agreement, the funding source is coded as part of the Catalog of State Financial Assistance (CSFA) 37.003.

Resolution No. 2022-2917 was initially approved by the Town Commission on September 13, 2022, ahead of the grant award. This resolution granted authorization for the submission of the grant application and the allocation of funds necessary to carry out the required project activities. The purpose of this resolution now is to authorize the ratification of the execution of the recently received grant agreement (Attachment A) and proceed with the reimbursement of grant funds as permitted by the grant funder.

[Attachment A - FDEP Beach Funding Grant Agreement](#)

[Resolution Ratifying Acceptance of FDEP Grant For Dune Restoration Project](#)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Town of Surfside Dune Restoration Project	Agreement Number: 24DA1
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name: Town of Surfside	Entity Type: Local Government
Grantee Address: 9293 Harding Avenue, Surfside, Florida 33154	FEID: 59-6000434 (Grantee)
3. Agreement Begin Date: 5/1/2023	Date of Expiration: 12/31/2026
4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Miami-Dade County
Project Description: The project consists of design and construction.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 470,800.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 23-24 GAA Line Item #1822	\$ 470,800.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$ 470,800.00

6. Department's Grant Manager Name: Devon Witzcak or successor	Grantee's Grant Manager Name: Kristina Brown or successor
Address: Beach Management Funding Assistance 2600 Blair Stone Road, MS #3601 Tallahassee, Florida 32399	Address: 9293 Harding Avenue Surfside, Florida 33154
Phone: 850-245-8355	Phone: 954-860-2699
Email: Devon.Witzcak@FloridaDEP.gov	Email: progrant@townofsurfsidefl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808

Additional Exhibits (if necessary):


8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Surfside **GRANTEE**

Grantee Name

By  1-23-2024

(Authorized Signature) Date Signed

Hector Gomez, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. **Order of Precedence.** If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 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 Grantee, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** 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 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.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee 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 Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24DA1**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Town of Surfside Dune Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

See Attachment 3, Grant Work Plan.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Town of Surfside Dune Restoration Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R31+350' and R36+387' along the Atlantic Ocean in Surfside in Miami-Dade County, Florida.

PROJECT BACKGROUND: The Town of Surfside Dune Restoration Project is located between DEP monuments R31+350' and R36+387' in Miami-Dade County. The restoration of the federally authorized Miami-Dade County Shore Protection Project at Surfside (R31-R38) was completed in January 1978 using sand from offshore borrow sites. Federal nourishment projects are constructed periodically and on an "as needed" basis, with hot-spot nourishment being conducted by the County using upland sand between federal projects. The most recent nourishment was completed in 2020. The Town of Surfside has developed a Dune Plan to maintain the dune system and minimize beach erosion. The requested funds are for the design and construction of the dune project.

PROJECT DESCRIPTION: The Project consists of design and construction.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$470,800.00 for this Project or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in section 112.061, Florida Statute (F.S.).

Pursuant to sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Design and Permitting

Task Description: The Local Sponsor will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by

Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Design and Permitting	50.00%		\$36,000.00	\$36,000.00	\$72,000.00
2	Construction	50.00%		\$434,800.00	\$434,800.00	\$869,600.00
TOTAL PROJECT COSTS				\$470,800.00	\$470,800.00	\$941,600.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Design and Permitting	Contractual Services	\$36,000.00	05/01/2023	09/30/2026
2	Construction	Contractual Services	\$434,800.00	05/01/2023	09/30/2026
Total:			\$470,800.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2023-2024	37.003	Beach Management Funding Assistance Program, GAA Line Item #1822	\$470,800.00	140126
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$470,800.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5, Exhibit 1

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

BGS-DEP 55-215
Revised 7/2019

EXHIBIT A

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
QUARTERLY PROJECT PROGRESS REPORT**

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Report Year: _____ **Report Period (select one):**

Q1: Jan – Mar 31 Q2: Apr – Jun 30 Q3: Jul – Sep 30 Q4: Oct – Dec 31

For each task, include the following information: Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. *(Use additional pages, if needed).*

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

EXHIBIT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 1 – PAYMENT SUMMARY

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Remittance Mailing Address: _____

Billing Number: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable, check box below:

FEMA USACE

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
 REQUEST FOR PAYMENT
 PART 2 – REIMBURSEMENT DETAIL**

DEP Agreement Number: _____
 Name of Project: _____
 Billing Number: _____
 Billing Period (1): _____

Individual Completing Form (2): _____
 Phone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check/EFT Number	Task Number (3)	SOW Number (3)	Invoice Amount (4)	Eligible Amount (5)	% Fed Share (6)	Federal Share of Eligible Amount (7)	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Requested Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
									Totals	-	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

Form Instructions:

- Billing Period: Period when services were conducted (beginning date: earliest date of services conducted; end date: latest date of services conducted).
- Person responsible for completing this form: Name and phone number if contact is needed.
- Task #/SOW #: Insert a Task #/SOW # for each invoice. If invoice covers multiple Task#/SOW#, then that invoice should be listed multiple times, a line item for each deliverable.
- Invoice amount: Full amount of invoice.
- Eligible Amount: Invoice amount paid by Local Sponsor less ineligible cost for line item deliverable only.
- % Federal Share: If applicable, the federal cost share percentage listed in Agreement.
- Federal Share of Eligible Amount: If applicable, Local Sponsor will multiply Eligible Amount (5) by % Federal Share (6).
- Non-Federal Share: Eligible Amount (5) minus Federal Share of Eligible Amount (7).
- % State Share: The state cost share percentage listed in Agreement.
- State Share: Multiply Non-Federal Share (8) by % State Share (9).
- Local Share: Subtract State Share (10) from Non-Federal Share (8).
- Requested Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
- Withheld Retainage: Multiply State Share (10) by 10%.
- State Payment: Subtract Withheld Retainage (13) from State Share (10).
- Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

**For questions or concerns regarding this form please contact the BMFA Fiscal Administrator, Beaches_Funding@FloridaDEP.gov

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 3 – INVOICE REPORT**

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Billing Number: _____

Billing Period: _____

(Describe progress accomplished during the billing period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this invoice billing period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 4 – CERTIFICATION OF DISBURSEMENT REQUEST**

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program’s approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Attachment 3, Grant Work Plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 5 – COMPLETION CERTIFICATION**

Name of Project: Town of Surfside Dune Restoration Project

Local Sponsor: Town of Surfside

DEP Agreement Number: 24DA1

Billing Number: _____

Task Completion (List Tasks) _____

Agreement Completion Yes No

Certification: I hereby certify that the above-mentioned project task(s) has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the final federal accounting has been completed.

NOTE: Only submit Part 5 – Completion Certification if a Task, or the Project, is complete.

Name of Project Manager

Signature of Project Manager

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT
PART 6 – ENGINEER’S CERTIFICATION OF PAYMENT REQUEST**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE REIMBURSEMENT REQUEST

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, and responsible for overseeing construction of the Project
(name of Grantee)
described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. ____:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Professional Engineer (Physical Signature Required)

Firm or Affiliation

(Date)

(P.E. Number)

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING THE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM GRANT FOR THE TOWN DUNE RESTORATION PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) submitted a Beach Management Funding Assistance Program grant application to the Florida Department of Environmental Protection (“FDEP”) for the Town's Dune Restoration Project (the “Project”); and

WHEREAS, the Project consists of three phases: (1) the design phase, including design and permitting for the Project; (2) the construction phase, including removal of invasive plant species, installation of diverter dunes, reinforcement of the eastern boundary of the dune, and installation of native plant species; and (3) the monitoring phase, including post-construction monitoring as required by the Florida Department of Environmental Protection (“FDEP”) and related regulatory agencies; and

WHEREAS, FDEP awarded the Town a Beach Management Funding Assistance Program grant for the Project in the amount of \$470,800 (the “Grant”); and

WHEREAS, the Grant requires that the Town contribute a local contribution in the amount of \$470,800, which amount has been included in the Town’s capital improvement budget for the design and permitting phase of the Project; and

WHEREAS, the Town Commission desires to ratify and approve the Grant Agreement with FDEP for the Project, in the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Ratification and Approval. That the Town Commission hereby ratifies and approves the acceptance of the Grant from FDEP for the Project in the amount of \$470,800 and the execution of the Grant Agreement attached hereto as Exhibit "A."

Section 3. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purposes of this Resolution and the Grant Agreement, including the execution of any amendments and/or renewals thereto, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

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

PASSED AND ADOPTED this ____ day of February, 2024.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

ITEM NO. 4A1.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Code Amendment for Outdoor Lighting in the Single-Family Residential Districts**

Town Administration recommends that the Town Commission review the second reading ordinance pertaining to outdoor lighting in the single-family residential area and adopt with any further policy direction agreed upon.

During the September 2023 General Town Commission meeting, the Commission directed Town Administration to bring back a first reading Ordinance that amends the code to address outdoor Lighting in the Single-Family Residential District. During the September 2023 General Town Commission meeting there was proposed language as part of the discussion which Town Staff incorporated and expanded on as part of this first reading ordinance. The ordinance was approved, with changes, at first reading at the December 2023 Town Commission meeting. At present there are no regulations in the zoning code that specifically address outdoor lighting in the single-family districts.

The revised ordinance regulates direction of outdoor lighting fixtures. Light fixtures in roof eaves or overhangs at any height must be installed with shields to direct light down and not out onto neighboring properties or rights-of-way. Light spillage out of the subject property is not allowed. Motion-sensor activated safety lighting is exempt from this prohibition. All the other items were removed per Town Commission direction. Additionally, new single-family home permit applications must include an outdoor lighting plan. This plan must demonstrate overall compatibility with the design characteristics of the home as well as harmony with neighboring properties and rights-of-way.

At the January 18th, 2024 Planning and Zoning Board meeting, the Board recommended approval of this ordinance with additional language to limit permanent fixed exterior lighting colors to shades of white light.

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

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-62 – “OUTDOOR LIGHTING” TO PROVIDE OUTDOOR LIGHTING REGULATIONS FOR SINGLE-FAMILY RESIDENTIAL DWELLINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,
2 Florida Statutes, provide municipalities with the authority to exercise any power for
3 municipal purposes, except where prohibited by law, and to adopt ordinances in
4 furtherance of such authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town”) finds it
6 periodically necessary to amend its Code of Ordinances and Land Development Code
7 (“Code”) in order to update regulations and procedures to maintain consistency with state
8 law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, Section 90-62 of the Code provides outdoor lighting regulations for
11 multi-family and non-residential properties; and

12 **WHEREAS**, currently, there are no applicable outdoor lighting regulations for
13 single-family dwellings; and

14 **WHEREAS**, at a regular meeting of the Town Commission held on September 12,
15 2023, the Town Commission directed the Town Attorney to present an ordinance
16 addressing outdoor lighting standards in the single-family residential zone; and

17 **WHEREAS**, the Town Commission held its first public hearing on December 12,
18 2023 and, having complied with the notice requirements in the Florida Statutes,
19 recommended approval of the proposed amendments to the Code; and

20 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency
21 for the Town, held its hearing on the proposed amendment to the Code on January 18,
22 2024 with due public notice and input, and recommended approval of the proposed

23 amendments to the Code, with a modification to limit the light color of exterior permanent
24 light fixtures to white; and

25 **WHEREAS**, the Town Commission has conducted a second duly noticed public
26 hearing on these Code amendments as required by law on _____, 2023
27 and further finds the proposed changes to the Code are necessary and in the best interest
28 of the Town.

29 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
30 **TOWN OF SURFSIDE, FLORIDA¹:**

31
32 **Section 1. Recitals.** The above Recitals are true and correct and are
33 incorporated herein by this reference:

34 **Section 2. Town Code Amended.** Sections 90-62. – “Outdoor lighting” is
35 hereby amended as follows:

36 Sec. 90-62. – Outdoor lighting.

37 90.62.1 The following are applicable to all new construction and remodeling of
38 single-family and duplex dwellings:

39 ~~(a) All lights other than landscape lighting: Electrical Plans indicating the location of~~
40 ~~the lighting fixtures; type of lights, height of lights and levels of illumination; shade,~~
41 ~~type and height; and bases, deflectors and beam directions shall be submitted to~~
42 ~~the Building Department as part of an Electrical permit approval.~~

43 ~~a. Continuous lighting requires shielding to direct light down~~

44 ~~i. Max. Lumens: 450 per fixture~~

45 ~~ii. Min. Spacing: every 20 ft~~

46 ~~b. Motion Sensor/Intermittent safety lighting. Must be on a 15 min. timer and~~
47 ~~may only be located attached to the home and illuminating a front yard,~~
48 ~~secondary frontage or rear yard~~

49 ~~i. Max. Lumen: 1100 or 75 watt~~

50 ~~ii. Maximum of two such fixtures per property~~

51
52
53 ~~(b) Outdoor lighting shall be designed so that any overspill of lighting onto adjacent~~
54 ~~properties shall not exceed one-half foot-candle (vertical) and one-half foot-candle~~
55 ~~(horizontal) illumination on adjacent properties.~~

56

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.

- 57 ~~(e) (a) Except for motion-sensor activated safety lighting, outdoor lighting fixtures,~~
 58 ~~including in roof eaves or overhangs, above 10 feet shall be shielded or employ~~
 59 ~~shielded fixtures so that light sources are not visible from do not spill beyond the~~
 60 ~~property line to adjacent properties or rights-of-way.~~
- 61
- 62 ~~(d) An outdoor lighting installation shall not be placed in permanent use until a letter~~
 63 ~~of compliance from a registered architect or engineer is provided to the town~~
 64 ~~manager or designee, certifying that the installation has been field checked and~~
 65 ~~meets the requirements set forth above.~~
- 66
- 67 ~~(e) (b) An outdoor lighting plan indicating the location of the lighting fixtures; type of~~
 68 ~~lights, height of lights and levels of illumination shall be submitted to the town~~
 69 ~~manager or designee for approval. The town manager or designee may issue a~~
 70 ~~permit for such proposed outdoor lighting, if, after review of the plans and after~~
 71 ~~consideration of the design characteristics of the lighting fixtures and lighting poles~~
 72 ~~and bases, they are found to be in harmony compatible with the site architecture~~
 73 ~~design, the adjacent area and the neighborhood, and will be deflected, shaded~~
 74 ~~shielded and focused away from adjacent properties; and will not be a nuisance to~~
 75 ~~adjacent properties and traffic.~~
- 76
- 77 ~~(f) All of the foregoing installations shall conform to the Florida Building Code.~~
- 78
- 79 ~~(g) All exterior lighting on single family and duplex properties in H30A, H30B and~~
 80 ~~H30C zoning districts shall be individual fixtures. Permanent strip lighting is~~
 81 ~~prohibited outdoors, including on balconies or architectural features.~~
- 82
- 83 ~~(h) Low voltage or solar landscape up lighting is permitted at a maximum strength of~~
 84 ~~600 Lumens or 60 watts per fixture provided the fixture is no higher than 3 feet~~
 85 ~~high from grade.~~
- 86
- 87 ~~(i) Temporary holiday lighting is exempt form permitting requirements~~

88 90.62.2 The following are applicable to all multi-dwelling and non-residential
 89 properties:

90 * * *

91 **Section 3. Severability.** If any section, sentence, clause or phrase of this
 92 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
 93 then said holding shall in no way affect the validity of the remaining portions of this
 94 Ordinance.

95 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
 96 and it is hereby ordained that the provisions of this Ordinance shall become and made a
 97 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may

98 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
99 be changed to "Section" or other appropriate word.

100 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
101 ordinances or resolutions in conflict herewith are hereby repealed.

102 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
103 on second reading.
104

105 **PASSED** on first reading on the ____ day of _____, 2023.

106 **PASSED AND ADOPTED** on second reading on the ____ day of _____, 2024.

107 **First Reading:**

108 Motion by: _____

109 Second by: _____

110

111

112 **Second Reading:**

113 Motion by: _____

114 Second by: _____

115

116

117 **FINAL VOTE ON ADOPTION**

118

119 Commissioner Fred Landsman _____

120 Commissioner Marianne Meisheid _____

121 Commissioner Nelly Velasquez _____

122 Vice Mayor Jeff Rose _____

123 Mayor Shlomo Danzinger _____

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Sandra N. McCready, MMC

133 Town Clerk

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140 _____
Weiss Serota Helfman Cole & Bierman, P.L.

Shlomo Danzinger, Mayor

141 Town Attorney



MEMORANDUM

ITEM NO. 4A2.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: **Permit Fees for Condominium Recertification and Special Assessments**

Town administration recommends adopting the proposed Code change of Section 14-29 and adopting subsection (k).

At a regular meeting of the Town Commission held on December 12, 2023, the Town Commission directed the Town administration to propose a reduction of the building permit fees for work directly relating to the Condominium building recertification and necessary structural and/or life safety repairs. Specifically amending Sec. 14-29. - Permit Fees to reduce building permit fees for all permitted work directly relating to condominium building recertification and any necessary structural and/or life safety repairs as determined by the Building Official.

The Town administration recommends amending Code Sec. 14-29. - Permit Fees, to incorporate sub-section (k) *Reduction of building permit fees* for condominium building recertification and necessary structural and/or life safety repairs as determined by the Building Official for all permitted work, as described in Sec. 14-29 (a)(1) through (5), reduced by twenty percent (20%) as approved by the Building Official.

The reduction of 20% was evaluated against the 5 year Financial Forecast and it was determined that the impacts to the finance of the Building Department are minor as the majority of the revenues are affiliated with new construction and re development; and not, condominium recertification construction.

There were no changes between first and second reading.

[Ordinance - Permit Fees for Condominium - Business Impact Estimate](#)

[Ordinance Amending Sec.14-29 Permit Fees for Building Recertification](#)



TOWN OF SURFSIDE

BUSINESS IMPACT ESTIMATE FOR ORDINANCES DIRECTIONS

The Business Impact Estimate Form, attached to these directions, shall be prepared before enactment of the proposed ordinance, unless the proposed ordinance is exempt pursuant to list below. The completed Business Impact Estimate should be forwarded to the Town Clerk for inclusion on the agenda, and must be posted on the Town's website at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local or private grant, or other financial assistance accepted by a county government;
5. Emergency Ordinances;
6. Ordinances relating to procurements; or
7. Ordinances enacted to implement the following:
 - a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. §§ 190.005 and 190.046, Fla. Stat. Community Development Districts;
 - c. § 553.73, Fla. Stat. relating to the Florida Building Code; or
 - d. § 633.202, Fla. Stat. relating to the Florida Fire Prevention Code.

Legal citation: § 125.66(3) (a) – (c), Fla. Stat. and § 166.041(4)(a)-(c), Fla. Stat.



TOWN OF SURFSIDE

BUSINESS IMPACT ESTIMATE FORM FOR ORDINANCES

Posted To Webpage: January 19, 2024

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, "BUILDING CODE," SECTION 14-29, "PERMIT FEES," TO PROVIDE FOR A 20% REDUCTION OF BUILDING PERMIT FEES FOR ANY CONSTRUCTION ACTIVITY RELATING TO CONDOMINIUM BUILDING RECERTIFICATION OR ANY NECESSARY STRUCTUREAL AND/OR LIFE SAFETY REPAIRS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose¹:

To reduce building permit fees by 20% for work directly relating to the Condominium building recertification and necessary structural and/or life safety repairs as approved by the Building Official.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Surfside: *(fill out subsections a-c as applicable, if not applicable write "not applicable")*

- a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

A possible reduction of 20% on Condominium permit fees related to recertification and necessary structural and/or life safety repairs.

¹ Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the Town of Surfside.



TOWN OF SURFSIDE

- b. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

All current Condominiums within the Town which have to undergo recertification and may have necessary structural and/or life safety repairs.

- c. An estimate of the Town of Surfside's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

N/A

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

The impact will be directly associated to Condominiums; 40.



TOWN OF SURFSIDE

Part IV. Additional Information (if any):

N/A

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, "BUILDING CODE," SECTION 14-29, "PERMIT FEES," TO PROVIDE FOR A 20% REDUCTION OF BUILDING PERMIT FEES FOR ANY CONSTRUCTION ACTIVITY RELATING TO CONDOMINIUM BUILDING RECERTIFICATION OR ANY NECESSARY STRUCTURAL AND/OR LIFE SAFETY REPAIRS; 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, following the tragic collapse of the Champlain Towers South Condominium building, the Town Commission recognizes the importance of mitigating the increased cost of building recertification and special assessments for certain aging condominium buildings within the Town that may put residents, guests, invitees, and others at increased risk; and

WHEREAS, at a regular meeting of the Town Commission held on December 12, 2023, the Town Commission directed the Town Administration to propose a reduction of the building permit fees for construction activity directly relating to condominium building recertification or any necessary structural and/or life safety repairs; and

WHEREAS, consistent with the Town Administration's recommendation, this ordinance proposes to amend Chapter 14, "Buildings and Building Regulations", Article II, "Building Code", Section 14-29, "Permit fees" of the Code, to provide a 20% reduction in permit fees for all construction activity directly relating to condominium building recertification, as described in Sec. 14-29(a), or any necessary structural and/or life safety repairs; and

WHEREAS, the Town Commission held its first public hearing on January 9, 2024 and recommended approval of the proposed amendments to the Code having complied with the notice requirements in the Florida Statutes; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on _____, 2024 and further finds the proposed changes to the Code are necessary and in the best interest of the community.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA¹:

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

Section 2. Town Code Amended. The Chapter 14, “Buildings and Building Recertification,” Article II, “Building Code,” Section 14-29, “Permit fees,” of the Code of Ordinances of the Town of Surfside, Florida is hereby amended as follows:

Chapter 14 – Buildings and Building Regulations

* * *

Article II. – Building Code

* * *

Sec. 14-29. Permit fees.

- (a) For all buildings, structures, additions and alterations requiring a building permit as called for in Section 105 of the Florida Building Code, a fee for each building permit shall be paid as required, in accordance with the following fee schedule:
- (1) The minimum fee for any one permit shall be \$80.00.
 - (2) For all construction activity where the construction costs are greater than \$1,000.00 but less than \$1,250,000.00, the fee shall be \$80.00 plus 2.3 percent of the cost of construction.
 - (3) For all construction activity where the construction costs are \$1,250,000.00 or more, but less than \$3,000,000, the fee shall be calculated as in (1) + (2) plus 1.6 percent of the cost of construction from \$1,250,000.00 up to \$3,000,000.00.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

- (4) For all construction activity where the construction costs are \$3,000,000.00 or greater, the fee shall be calculated as in (1) + (2) + (3) plus 1.3 percent of the cost of construction greater than \$3,000,000.00.
 - (5) Electrical, mechanical and plumbing permit fees shall be calculated in accordance with (1) through (4) above, except that when such electrical, mechanical or plumbing permit is a sub-permit to a master permit, the fee for the sub-permit shall be \$80.00 provided the cost of the electrical, mechanical or plumbing work is included in the overall cost of construction included in the master permit.
 - (6) For purposes of this section, the cost of construction is calculated as no less than \$250.00 per gross square foot for multi-family and commercial developments and no less than \$150.00 per gross square foot for single family homes for new construction or substantial improvements as defined in the Florida Building Code.
 - (7) The town reserves the right to conduct an audit of the construction costs for new construction or substantial improvements as defined in the Florida Building Code at the conclusion of the construction, based on a determination by the building official that the valuation is underestimated on the application. If a discrepancy is found, the applicant shall pay the difference in the building permit fee, if any, prior to issuance of the temporary certificate of occupancy. Applicant may provide evidence of final cost of construction and the Town will adjust the fee accordingly.
- (b) *Other specialized operations.* For other specialized operations for which permits are required, and the specialized operations are not specifically noted in this fee schedule, including but not limited to the moving of buildings or structures, the demolition of buildings or structures, the installation of driveways or sidewalks, the installation of underground fuel tanks, the installation of drainage facilities, the construction of roadways and site improvements, and the issuance of temporary structure or special event permits, the fee schedule listed above shall be applicable.
- (c) *Failure to obtain permit.* When work for which a permit is required is started prior to the obtaining of the permit, the applicant for a permit shall be required to pay \$100.00 plus double the regular permit fee, as the cost of the permit. The payment of such double fee plus \$100.00 shall not relieve any person from fully complying with all the requirements of all applicable regulations and codes; nor shall it relieve them from being subject to any of the penalties therein. The double fee requirement shall be applicable to sub-permits and to all divisions of the building department.
- (d) *Reinspection fee.* A re-inspection fee shall be charged when extra inspection trips are necessary due to:
- (1) Wrong address being given on request for inspection;
 - (2) Prior rejection of work due to faulty construction;
 - (3) Work not being ready for inspection at time specified;
 - (4) Failure to call for final or other inspections;

- (5) Required corrections not being made or completed at time specified.

A fee of \$80.00 shall be charged for the first re-inspection. The Building Official may apply Florida Statutes Section 553.80(2)(c) for each subsequent re-inspection. The payment of re-inspection fees may be required before any further permits will be issued to the person owing same, and further inspections may be refused until payment of re-inspections fees has been made. The re-inspection fee requirement shall be applicable to all divisions of the building department.

(e) *Application processing fee.*

- (1) A non-refundable fee may be charged at the time of submitting a permit application. The fee shall be \$80.00 or 25 percent of the building permit fee, whichever is greater. The fee paid will be deducted from the total permit fee at time of issuance of the permit.
- (2) A non-refundable fee shall be charged for reviewing plans on all new construction (or major remodeling) of multi-family residential structures and/or commercial structures. The fee shall be 25 percent of the estimated building permit fee. The fee will be deducted from the total permit fee at time of issuance of the permit.
- (3) A non-refundable zoning plan review fee of \$200.00 shall be charged at the time of application, for those projects requiring zoning review. This fee is in addition to the building permit fee and is not deductible from the building permit fee.
- (4) A non-refundable fee shall be charged for a preliminary review of plans and documentation prior to the submitting for a permit. The fee shall be calculated per subsection 14-29(g)(6) and (7).

(f) *Fee for changes after permit has been issued.*

- (1) When changes in the plans and/or specifications are requested after the permit has been issued, and the changes do not result in an increase in the scope of the original project, the fee for review of said changes shall be based upon review time, hourly per trade, in accordance with subsection 14-29(g)(6) and (7).
- (2) When changes or revisions are requested after the permit has been issued, which result in an increase of square footage and/or the cost of construction, the fee for the additional work shall be calculated in accordance with the fee schedule for a new permit, in accordance with this section.

(g) *Refunds, time limitation.* The fees charged pursuant to this section may be refunded by the town manager subject to the following:

- (1) No refund shall be made where any work has commenced, except where duplicate permits have been issued for the same work, in which case a refund may be granted to the initial permit holder provided the duplicate permits were issued within 90 days of each other.
- (2) No refunds shall be made where permit has become void as provided by section 105.4 of the Florida Building Code.
- (3) No refunds shall be made on permit fees of \$80.00 or less.

- (4) Fifty percent refunds may be granted to a permit holder whose permit is canceled by owner authorization where work has commenced and such owner selects a second contractor to complete the work. The second contractor shall pay a full fee to complete the work unless the first contractor waives his opportunity to a refund in writing, in which case, the second contractor is entitled to a permit to cover the same work for a cost of 50% of the prevailing fee schedule.
- (5) A full refund may be granted to a permit holder who takes out a permit covering work outside the jurisdictional permitting and inspection area.
- (h) *Other fees.*
- (1) *Demolition:* \$80.00 per discipline (trade) inspecting.
 - (2) *Certificate of completion:* \$80.00.
 - (3) *Certificate of occupancy:* \$120.00.
 - (4) *Temporary certificate of occupancy:* \$365.00 per period of temporary certificate.
 - (5) *Duplicate permit card with list of passed inspections:* \$50.00
 - (6) *Special services:*
 - a. \$100.00 per hour, normal business hours (1 hour minimum).
 - b. \$150.00 per hour outside normal business hours (3 hour minimum).

This fee is limited to client-requested services outside the normal permitting and inspection process, and any such fee shall be estimated and agreed-upon in advance.
 - (7) *Professional engineer review of structural drawings:* \$150.00 per hour.
- (i) *State and county fees.*
- (1) \$0.01 per sq. ft. added to every building permit for the State of Florida to study the building code requirements for radon gas plus certification and regulation of building officials, inspectors, and plans examiners. This surcharge relates to new construction and under-roof floor area being added, altered, or renovated.
 - (2) Building code compliance fee (Miami-Dade Code Compliance): \$0.60 per every \$1,000.00 of value of construction.
- (j) *Waiver of fees and expedited permitting and development review.* The town commission may by resolution waive building permit fees and other fees as provided herein, and provide for expedited permitting and development review for certain programs.
- (k) *Reduction of Building Permit Fees for Condominiums.* The permit fees calculated for construction activity relating to condominium building recertifications, or any necessary structural and/or life safety repairs, as determined by the Building Official, shall be reduced by 20%.

* * *

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 _____, 2024.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2024.

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. 4A3.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Stormwater Retention and Drainage in H30A and H30B**

Town Administration recommends the implementation of explicit requirements for on-site stormwater retention through drainage planning and retaining wall structures when appropriate.

At the November 2023 and the December 2023 Town Commission meetings, the Town Commission expressed the need for increased oversight of stormwater retention and drainage on redeveloped single-family home properties. Chapter 34 of the Town's Code of Ordinances governs stormwater. However, the code exempts "The construction of a single-family or duplex residential dwelling unit and accessory structures on a single parcel of land." Single-family and duplex redevelopment projects are typically asked to provide a drainage plan, but this is not codified. Stormwater is an increasing issue in South Florida and especially on our barrier islands like Surfside. When properties are redeveloped it is an appropriate time to include additional drainage and retention measures that will benefit the subject property and the Town as a whole by reducing the impact to the Town stormwater system. Stormwater retention is not always possible with grade adjustments alone (swales) and civil construction such as drainage systems are required. This ordinance incorporates into the Town Code additional requirements (Sec. 34-41; 34-42; and 34-43) for the containment of stormwater run-off on private properties through a drainage plan certified by a civil engineer and submitted as part of a permitting package.

Additionally, 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. Along with this raising, pools are also built to match the home elevation in order to have visibility with pool and pool users. The zoning code does not explicitly state that if grade is raised 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 and retain fill. This ordinance sets a maximum height for a retaining wall of 6 feet, measured from the neighbors existing grade in a side or rear yard. A fence of 48 inches (as required for safety when grade is raised) with a maximum 50% opacity, would be permitted atop the retaining wall. The Florida Building Code requirements should be confirmed by the Town Building Official and maximum height adjusted accordingly.

This ordinance also requires that retaining walls to be concrete and finished with stucco on all sides. the railing system installed above the 6 ft maximum may not include concrete elements. At the January 18th, 2024, Planning and Zoning Board meeting, the Board recommended approval (3-0) of the ordinance with a few comments. The first suggestion is an amendment to the ordinance language of section 90-56.1(B) to provide a fixed reference point instead of "existing grade of the abutting property". (lines 150 and 151) The fixed reference point would ensure a uniformity in raising grade and wall height on a block. The grade at the front property line or curb was suggested as a fixed mark. This would permit a height of a 6-foot retaining wall as measured from the grade (in NGVD) at the front property line or front curb. At the meeting the Town Building Official, recommended that line 157 be amended to state that the retaining walls must be finished. In some cases, where the retaining wall height is less than 24-inches finished landscaping pavers will be sufficient. He suggested that stucco should not be required. The Town Building Official also recommended that an engineering field check prior to C.O. be required as well.

[Ordinance On-Site Retention of Stormwater and Retention Wall Standards](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING DIVISION 2. - STORMWATER MANAGEMENT REQUIREMENTS, OF ARTICLE II. – STORMWATER DRAINAGE MANAGEMENT” OF CHAPTER 34 – “ENVIRONMENT” PROVIDING FOR STORMWATER RETENTION ON-SITE FOR ALL NEW SINGLE-FAMILY HOMES; AMENDING SECTION 90-56 – “FENCES, WALLS AND HEDGES” TO ESTABLISH RETENTION WALL STANDARDS FOR NEW SINGLE-FAMILY HOMES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,
2 Florida Statutes, provide municipalities with the authority to exercise any power for
3 municipal purposes, except where prohibited by law, and to adopt ordinances in
4 furtherance of such authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town”) finds it
6 periodically necessary to amend its Code of Ordinances and Land Development Code
7 (“Code”) in order to update regulations and procedures to maintain consistency with state
8 law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, it has become customary for newly constructed homes to raise the
11 grade or ground level of the rear yard to better approximate the required design flood
12 elevation of new homes; and

13 **WHEREAS**, the Town’s Code does not require or provide standards for retaining
14 walls built to retain soil and water on-site, and the Town Commission finds that regulations
15 and standards are necessary to require on-site retention and containment of all
16 stormwater for new single-family homes and to provide standards for construction of
17 retention walls compliant with Miami-Dade County and State regulations, including the
18 Florida Building Code, to reduce stormwater run-off to abutting properties and provide for
19 aesthetics and compatibility with abutting properties; and
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WHEREAS, Division 2. – Stormwater Management Requirements (Sections 34-41 through 34-43 of the Town Code), of Article II. – Stormwater Drainage Management, of Chapter 34 – “Environment” provides for stormwater regulations and performance and development standards for development, but exempts construction of single-family or duplex residential dwelling units from such standards; and

WHEREAS, the Town Commission wishes to amend Sections 34-41 through 34-43 of the Town Code to require on-site retention of all stormwater for new construction of single-family homes, and in all instances where the existing grade or elevation of a site is modified, engineering plans shall be provided indicating the retention of all stormwater on site in accordance with the Town Code, Miami- Dade County and State regulations, including the Florida Building Code; and

WHEREAS, the Town Commission further wishes to amend Section 90-56. – “Fences, Walls and Hedges” of the Code to establish standards for retention walls in connection with new construction of single-family homes, including height and design of the walls; and

WHEREAS, at a regular meeting of the Town Commission held on December 12, 2023, the Town Commission directed the Town Attorney to present an ordinance addressing stormwater retention on site and standards for retention walls for new single-family homes; and

WHEREAS, the Town Commission held its first public hearing on January 9, 2024, and having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on _____, 2024 with due public notice and input, and recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2024 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

52 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
53 **TOWN OF SURFSIDE, FLORIDA¹:**

54
55 **Section 1. Recitals.** The above Recitals are true and correct and are
56 incorporated herein by this reference:

57 **Section 2. Town Code Amended.** Division 2. – Stormwater Management
58 Requirements (Sections 34-41 through 34-43 of the Town Code), of Article II. –
59 Stormwater Drainage Management, of Chapter 34 – “Environment” are hereby amended
60 as follows:

61 **DIVISION 2. - STORMWATER MANAGEMENT REQUIREMENTS**

62 **Sec. 34-41. - Exemptions.**

63 The following development activities are exempt from the provisions of this
64 division, except that steps to control erosion and sedimentation must be taken
65 for all development.

66 (1) ~~The construction of a single family or duplex residential dwelling unit~~
67 ~~and accessory structures on a single parcel of land.~~

68 (2) Maintenance activity that does not change or affect the quality, rate,
69 volume or location of stormwater flows on the site or of stormwater
70 runoff.

71 (3) Action taken under emergency conditions to prevent imminent harm
72 or danger to persons, or to protect property from imminent fire, violent
73 storms, hurricanes or other hazards.

74 **Sec. 34-42. - Performance standards.**

75 All development must be designed, constructed and maintained to meet the
76 following performance standards:

77 (1) Stormwater retention on-site. In all instances where the elevation of
78 the existing grade of a site is raised, a site shall be designed to retain
79 all stormwater on site in accordance with the requirements of this Code
80 and Miami-Dade County and regulations, including the Florida Building
81 Code. Design and calculations demonstrating compliance shall be set

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double-strikethrough~~ and double underline.

82 forth in plans signed and sealed by a Florida licensed engineer and
83 submitted as part of the building permit application.

84 (42) While development activity is underway and after it is completed, the
85 characteristics of stormwater runoff shall approximate the rate,
86 volume, quality, and timing of stormwater runoff that occurred under
87 the site's natural unimproved or existing state, except that the first inch
88 of stormwater runoff shall be treated in an off-line retention system or
89 such other system as may be approved by the county department of
90 environmental resource management.

91 (23) The proposed development and development activity shall not violate
92 the water quality standards as set forth in chapter 17-3, Florida
93 Administrative Code.

94 **Sec. 34-43. - Design standards.**

95 To comply with the performance standards set forth in this division, the
96 proposed stormwater management system shall conform to the following design
97 standards:

98 (1) Detention and retention systems shall be designed to comply with the
99 Stormwater Management Manual adopted by Miami-Dade County, this Code
100 and all State regulations, including the Florida Building Code.

101 (2) To the maximum extent practicable, natural systems shall be used to
102 accommodate stormwater.

103 (3) The proposed stormwater management system shall be designed to
104 accommodate the stormwater that originated within the development on-site
105 and stormwater that flows onto or across the development from adjacent lands.

106 (4) The proposed stormwater management system shall be designed to
107 function properly for a minimum 20-year life.

108 (5) The design and construction of the proposed stormwater management
109 system shall be certified as meeting the requirements of this article by a
110 professional engineer registered in the state.

111 (6) No surface water may be channelled or directed into a sanitary sewer.

112 (7) The proposed stormwater management system shall be compatible with the
113 stormwater management facilities on surrounding properties or streets, taking
114 into account the possibility that substandard systems may be improved in the
115 future.

116 (8) The banks of detention and retention areas shall be sloped to accommodate,
117 and shall be planted with, appropriate vegetation.

118 (9) Dredging, clearing of vegetation, and deepening, widening, straightening,
119 stabilizing or otherwise altering natural surface waters shall be minimized.

120 (10) Natural surface waters shall not be used as sediment traps during or after
121 development.

122 (11) Water reuse and conservation shall, to the maximum extent practicable,
123 be achieved by incorporating the stormwater management system into irrigation
124 systems serving the development.

125 (12) The grading of all properties other than single-family lots located west of
126 Collins Avenue shall be designed so that the average grade elevation of the lot,
127 other than the building's footprint, shall not exceed the average elevation along
128 the center line of the street pavement on which it fronts. Proposed elevations
129 along the property boundaries shall match the adjacent lands, and cause no
130 storm water runoff to flow across any of the property's boundaries, as provided
131 in subsection (3) above. Retaining walls and yard slope for new construction of
132 single-family homes shall comply with the requirements of Section 90-56 of this
133 Code.

134 (13) A Florida Registered Professional Engineer shall provide certification of
135 conformance with these design standards of the project's grading design at the
136 time of submittal for approval of construction documents, at completion and prior
137 to occupancy.

138 **Secs. 34-44—34-65. - Reserved.**

139 * * *

140 **Section 3. Town Code Amended.** Section 90-56. – “Fences, Walls and
141 Hedges” of the Code is hereby amended as follows:

142 **Sec. 90-56. - Fences, walls and hedges.**

143 90-56.1.A. A fence or ornamental wall not more than six feet in height, as measured
144 from grade, may project into or enclose an interior side or rear yard only.
145 Notwithstanding anything to the contrary elsewhere in the code, for purposes of this
146 section, grade is defined as the point of the ground immediately below the location of
147 the fence or wall.

148 90-56.1.B. Retaining Wall Standards; New Single-Family Homes. A retaining wall
149 constructed to maintain site elevation in connection with new construction of a single-
150 family-home shall be a maximum height of six (6) feet measured from the existing grade

151 of the abutting property and may be installed only on interior side and rear property
152 lines, and in no event in the front yard. If the subject site's ground elevation is raised
153 such that additional height is required to comply with governmental regulations,
154 including the Florida Building Code, then a railing system shall be permitted to a
155 maximum of 48" above the retaining wall, provided such railing system above the wall
156 does not exceed a maximum of 50% opacity. All retaining walls shall be concrete, and
157 stuccoed and finished on all sides. Railing systems installed above the maximum six-
158 foot (6') wall height shall not include concrete elements.

159 *90-56.1.BC.. Construction fencing.* Temporary construction fences are required by
160 this ordinance unless otherwise determined by the Building Official. A construction
161 fence permit shall be obtained from the Building Department prior to the fence being
162 erected. Each fence constructed or maintained shall be constructed and anchored in
163 accordance with the Florida Building Code.

164 * * *

165 **Section 4. Severability.** If any section, sentence, clause or phrase of this
166 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
167 then said holding shall in no way affect the validity of the remaining portions of this
168 Ordinance.

169 **Section 5. Inclusion in the Code.** It is the intention of the Town Commission,
170 and it is hereby ordained that the provisions of this Ordinance shall become and made a
171 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
172 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
173 be changed to "Section" or other appropriate word.

174 **Section 6. Conflicts.** Any and all ordinances and resolutions or parts of
175 ordinances or resolutions in conflict herewith are hereby repealed.

176 **Section 7. Effective Date.** This ordinance shall become effective upon adoption
177 on second reading.
178

179 **PASSED** on first reading on the ____ day of _____, 2024.

180 **PASSED AND ADOPTED** on second reading on the ____ day of _____, 2024.

181 **First Reading:**
182 Motion by: _____
183 Second by: _____
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186 **Second Reading:**
187 Motion by: _____
188 Second by: _____

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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. 4A4.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: **Code Amendment for Submerged Lands and Pointe Lake Development**

Town Administration recommends approval of this ordinance in order to clarify the prohibitions on development in Point Lake and Biscayne Bay for the protection of adjacent properties, the general public and marine life.

Town Administration was tasked at the December 2023 Town Commission meeting to implement protection measures over the submerged land known as "Pointe Lake". Point Lake is a recreational waterway utilized by the property owners along Point Lake, the public and inhabited by marine life. Property owners that abut Point Lake have recently become concerned about the potential uses of the water body as it is privately owned. Town code section 14-103 prohibited construction of structures seaward of the Indian Creek Bulkhead Line.

This ordinance is intended to clarify and make express the prohibition on any development, construction or structures on Point Lake, including the north and south canals, except for marine structures permitted by code section 90-57. The ordinance also prohibits any floating vessel, platform or structure that is anchored to submerged lands from being installed in Point Lake or Biscayne Bay.

At the January 18th, 2024 Planning and Zoning Board meeting, the Board voted (3-0) to recommend approval of this ordinance.

[Ordinance No Development on Point Lake](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTIONS 14-102 AND 14-103, OF DIVISION 3. – “INDIAN CREEK BULKHEAD LINES”, OF ARTICLE IV. – “BULKHEAD LINES”, OF CHAPTER 14 – “BUILDINGS AND BUILDING REGULATIONS”, AMENDING SECTION 90-60.3 OF THE CODE, AND CREATING SECTION 90-60.6 OF THE CODE, TO EXPRESSLY PROHIBIT DEVELOPMENT AND CONSTRUCTION OF ANY STRUCTURES WITHIN POINT LAKE, EXCEPT FOR MARINE STRUCTURES PERMITTED BY THE CODE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,
2 Florida Statutes, provide municipalities with the authority to exercise any power for
3 municipal purposes, except where prohibited by law, and to adopt ordinances in
4 furtherance of such authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town”) finds it
6 periodically necessary to amend its Code of Ordinances and Land Development Code
7 (“Code”) in order to update regulations and procedures to maintain consistency with state
8 law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, the Town Commission wishes to amend the Code to clarify and make
11 express the prohibition on any development, construction or structures on Point Lake,
12 including the north and south canals providing access thereto, except for marine
13 structures permitted by the Code; and

14 **WHEREAS**, specifically, the Town Commission wishes to amend Sections 14-102
15 and 14-103, of Division 3. – “Indian Creek Bulkhead Lines”, of Article IV – “Bulkhead
16 Lines”, of Chapter 14 – “Buildings and Building Regulations”, and Section 90-60.3 of the
17 Code, to expressly prohibit the development and construction of any structures on Point
18 Lake, except for permitted marine structures pursuant to Section 90-57 of the Code; and
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WHEREAS, the Town Commission finds it necessary to preserve the nature and character of Point Lake as a recreational waterway for the use and benefit of property owners along Point Lake and the public, and protect and preserve marine life in the waterway; and

WHEREAS, at a regular meeting of the Town Commission held on December 12, 2023, the Town Commission addressed the preservation of Point Lake as a waterbody devoid of any structures except for permissible marine structures, and directed the Town Attorney to present an ordinance addressing development in Point Lake; and

WHEREAS, the Town Commission held its first public hearing on January 9, 2024, and having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on _____, 2024 with due public notice and input, and recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2024 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA¹:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Sections 14-102 and 14-103, of Division 3. – “Indian Creek Bulkhead Lines”, of Article IV – “Bulkhead Lines”, of Chapter 14 – “Buildings and Building Regulations”, are hereby amended as follows:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double-strikethrough~~ and double underline.

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CHAPTER 14. - BUILDINGS AND BUILDING REGULATIONS

* * *

ARTICLE IV. – BULKHEAD LINES

* * *

DIVISION 3. - INDIAN CREEK BULKHEAD LINES

Sec. 14-102. - Construction adjacent to the Indian Creek bulkhead line.

Except as ~~provided~~permitted in section 90-486 ~~57~~, no structure of any nature whatsoever may be erected adjacent to the Indian Creek bulkhead line, and it shall be unlawful to repair, extend, alter or replace any existing structure lying seaward of such waterways or existing bulkhead line or within 20 feet landward of such bulkhead line which is not permitted under the provisions of section 90-486~~57~~.

Sec. 14-103. - Construction within or adjacent to other waterways.

Except as ~~provided~~permitted in section 90-486~~57~~, no development or construction of any structure of any nature whatsoever, including but not limited to, any floating vessel, platform or structure that is anchored to submerged lands, may be erected within or adjacent to Biscayne Bay, Point Lake, and the north canal and south canal of Point Lake, and it shall be unlawful to repair, extend, alter or replace any existing structure lying seaward of such waterways or existing bulkhead line or within 20 feet landward of such bulkhead line which is not permitted under the provisions of section 90-486~~57~~.

* * *

Section 3. Town Code Amended. Section 90-60.3 of the Code is hereby amended, and Section 90-60.6 of the Code is hereby created, as follows:

* * *

Section 90-60.3. All structures on lots abutting Biscayne Bay, Indian Creek, and Point Lake, and the north canal and south canal of Point Lake, shall be required to obtain a permit and meet the setbacks and general limitations established in subsection 90-60.2 of this section (Indian Creek bulkhead lines).

* * *

Section 90-60.6. No structures other than marine structures permitted under Section 90-57 of this Code, including but not limited to, any floating vessel, platform or structure that is anchored to submerged lands, shall be permitted within the boundaries

82 of Biscayne Bay, Indian Creek, Point Lake, and the north canal and south canal of Point
83 Lake.

84 * * *

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87 **Section 4. Severability.** If any section, sentence, clause or phrase of this
88 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
89 then said holding shall in no way affect the validity of the remaining portions of this
90 Ordinance.

91 **Section 5. Inclusion in the Code.** It is the intention of the Town Commission,
92 and it is hereby ordained that the provisions of this Ordinance shall become and made a
93 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
94 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
95 be changed to "Section" or other appropriate word.

96 **Section 6. Conflicts.** Any and all ordinances and resolutions or parts of
97 ordinances or resolutions in conflict herewith are hereby repealed.

98 **Section 7. Effective Date.** This ordinance shall become effective upon adoption
99 on second reading.

100

101 **PASSED** on first reading on the ____ day of _____, 2024.

102 **PASSED AND ADOPTED** on second reading on the ___ day of _____, 2024.

103 **First Reading:**

104 Motion by: _____

105 Second by: _____

106

107

108 **Second Reading:**

109 Motion by: _____

110 Second by: _____

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112

113 **FINAL VOTE ON ADOPTION**

114

115 Commissioner Fred Landsman _____

116 Commissioner Marianne Meischeid _____

117 Commissioner Nelly Velasquez _____

118 Vice Mayor Jeff Rose _____

119 Mayor Shlomo Danzinger

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Shlomo Danzinger, Mayor

124 **ATTEST:**

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126

127

Sandra N. McCready, MMC
Town Clerk

130

131 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
132 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

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MEMORANDUM

ITEM NO. 4B1.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: **Amending Section 90-74. - "Temporary Signs"**

Town Administration recommends that the Town Commission discuss the proposed changes and to approve with changes (if any) to move forward for second reading.

At the Town Commission meeting held on January 16, 2024, the Town Commission directed Town Administration to present an ordinance amending Section 90-74. – “Temporary Signs” of the Code to remove subsection (3) which limits the color of real estate signs to black and white and trademark logo and symbols. The proposed ordinance eliminates the current restrictive color, artistic and graphical requirements for real estate signs.

[Ord Amend Sec. 90-74 Temporary Real Estate Signs](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-74. – TEMPORARY SIGNS” TO REMOVE SUBSECTION (3) LIMITATION ON REAL ESTATE SIGNS PERTAINING TO COLOR AND LOGO; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,
2 Florida Statutes, provide municipalities with the authority to exercise any power for
3 municipal purposes, except where prohibited by law, and to adopt ordinances in
4 furtherance of such authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town”) finds it
6 periodically necessary to amend its Code of Ordinances and Land Development Code
7 (“Code”) in order to update regulations and procedures to maintain consistency with state
8 law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, the Town Commission desires to amend Section 90-74. – “Temporary
11 Signs” of the Code to remove the limitations in subsection (3) on real estate signs
12 providing for black and white signs and inclusion of a trademark logo or symbols; and

13 **WHEREAS**, at a regular meeting of the Town Commission held on January 16,
14 2024, the Town Commission directed the Town Attorney to present an ordinance
15 amending Section 90-74. – “Temporary Signs” of the Code to remove subsection (3)
16 limiting the color of real estate signs to black and white and eliminating the current
17 restrictive color, artistic and graphical requirements for real estate signs; and

18 **WHEREAS**, the Town Commission held its first public hearing on February 13,
19 2024, and having complied with the notice requirements in the Florida Statutes,
20 recommended approval of the proposed amendments to the Code; and

21 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency
22 for the Town, held its hearing on the proposed amendment to the Code on

23 _____, 2024 with due public notice and input, and recommended _____
24 of the proposed amendments to the Code; and

25 **WHEREAS**, the Town Commission has conducted a second duly noticed public
26 hearing on these Code amendments as required by law on _____, 2024
27 and further finds the proposed changes to the Code are necessary and in the best interest
28 of the Town.

29 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
30 **TOWN OF SURFSIDE, FLORIDA¹:**

31
32 **Section 1. Recitals.** The above Recitals are true and correct and are
33 incorporated herein by this reference:

34 **Section 2. Town Code Amended.** Section 90 -74. - “Temporary Signs” of the
35 Town Code is hereby amended as follows:

36 * * *

37 **Sec. 90-74. - Temporary signs.**

38 (a) *Real estate sign.*

39 (1) *SD-B40 district.* One professionally lettered real estate sign shall be
40 permitted per building frontage. The maximum sign area shall be three square
41 feet. The sign shall be mounted flat against the building wall or a minimum of 12
42 inches from a window, and shall not project above the eave line of the building.

43 (2) *All other zoning districts.* One professionally lettered real estate sign shall be
44 permitted per street frontage. The sign shall be wall mounted flat against the
45 building wall or securely fastened to a wood or metal freestanding stake or post
46 of sufficient strength. The maximum sign panel area shall be 18 inches by 24
47 inches. A maximum of two riders shall be permitted to attach above or below the
48 main sign panel not to exceed six inches by 24 inches per rider for in-ground
49 signs. The maximum sign height for in-ground signs including support frame shall
50 not exceed 42 inches from the ground to the top of the sign. Such sign shall be
51 located outside of any sight visibility triangle. No portion of the sign shall extend
52 across the property line.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double-strikethrough~~ and double underline.

53 ~~(3) All real estate signs shall be black and white and may include a trademarked~~
54 ~~logo or symbol.~~

55 (43) Sign shall be constructed of rigid, weather proof materials.

56 (54) Sign shall not be lighted or illuminated in any manner.

57 (65) Sign shall be removed within seven days of a lot, building, residence or
58 tenant space being leased, rented or sold.

59 * * *

60 **Section 3. Severability.** If any section, sentence, clause or phrase of this
61 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
62 then said holding shall in no way affect the validity of the remaining portions of this
63 Ordinance.

64 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission,
65 and it is hereby ordained that the provisions of this Ordinance shall become and made a
66 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
67 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
68 be changed to "Section" or other appropriate word.

69 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
70 ordinances or resolutions in conflict herewith are hereby repealed.

71 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
72 on second reading.
73

74 **PASSED** on first reading on the ____day of _____, 2024.

75 **PASSED AND ADOPTED** on second reading on the ___day of _____, 2024.

76 **First Reading:**
77 Motion by: _____
78 Second by: _____
79

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81 **Second Reading:**
82 Motion by: _____
83 Second by: _____
84

85
86 **FINAL VOTE ON ADOPTION**
87
88 Commissioner Fred Landsman _____

89 Commissioner Marianne Meisheid _____
90 Commissioner Nelly Velasquez _____
91 Vice Mayor Jeff Rose _____
92 Mayor Shlomo Danzinger _____

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Shlomo Danzinger, Mayor

97 **ATTEST:**

98
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100 _____
101 Sandra N. McCready, MMC
102 Town Clerk

103

104 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
105 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

ITEM NO. 4B2.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: **Roof Replacement Materials in the Single-Family Residential Area**

Town Administration recommends approval of this ordinance to allow homeowners to re-roof with their existing roofing material.

The intent of this ordinance is to clarify requirements and streamline and simplify the process for re-roofs and replacements with the same existing material, as a straight change out with the same material, without the necessity of design review by the Planning and Zoning Board. On January 16th 2024 the Town Commission directed Town Administration to present an ordinance that would allow existing homes to be re-roofed with their existing materials. A home's roof is one of its most importance defenses in case of a storm or other wind event. Re-roofing is a costly renovation that can be required by insurance companies. In an effort to reduce barriers for homeowners, this ordinance will no longer require review by the Planning and Zoning Board for the replacements of existing roofs. New houses and additions would still be required to utilize clay tile, white concrete tile, colored cement tile or architecturally embellished metal.

[Ord Amend 14-31 and 90-50.1 of Code Re-Roof Replacement with Same Materials](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 14-31 – “REQUIRED ROOFING MATERIALS” AND SECTION 90-50.1 – “ARCHITECTURE” OF SECTION 90-50. – “ARCHITECTURE AND ROOF DECKS” TO CLARIFY REQUIREMENTS AND ALLOW RE-ROOFS AND REPLACEMENTS WITH THE SAME EXISTING MATERIAL WITHOUT DESIGN REVIEW APPROVAL BY THE PLANNING AND ZONING BOARD; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,
2 Florida Statutes, provide municipalities with the authority to exercise any power for
3 municipal purposes, except where prohibited by law, and to adopt ordinances in
4 furtherance of such authority; and

5 **WHEREAS**, the Town Commission of the Town of Surfside (“Town”) finds it
6 periodically necessary to amend its Code of Ordinances and Land Development Code
7 (“Code”) in order to update regulations and procedures to maintain consistency with state
8 law, to implement municipal goals and objectives, to clarify regulations and address
9 specific issues and needs that may arise; and

10 **WHEREAS**, the Town Commission desires to amend Sections 14-31 “Required
11 Roofing Materials” and Section 90-50.1 – “Architecture” of Section 90-50. – “Architecture
12 and Roof Decks” to clarify requirements and streamline and simplify the process for re-
13 roofs and replacements with the same existing material, as a straight change out with the
14 same material, without the necessity of design review by the Planning and Zoning Board;
15 and

16 **WHEREAS**, at a regular meeting of the Town Commission held on January 16,
17 2024, the Town Commission directed the Town Attorney to present an ordinance
18 amending the Code to allow for re-roofs and replacement without design review before
19 the Planning and Zoning Board; and

20 **WHEREAS**, the Town Commission held its first public hearing on February 13,
21 2024, and having complied with the notice requirements in the Florida Statutes,
22 recommended approval of the proposed amendments to the Code; and

23 **WHEREAS**, the Planning and Zoning Board, serving as the local planning agency
24 for the Town, held its hearing on the proposed amendment to the Code on
25 _____, 2024 with due public notice and input, and recommended _____
26 of the proposed amendments to the Code; and

27 **WHEREAS**, the Town Commission has conducted a second duly noticed public
28 hearing on these Code amendments as required by law on _____, 2024
29 and further finds the proposed changes to the Code are necessary and in the best interest
30 of the Town.

31 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
32 **TOWN OF SURFSIDE, FLORIDA¹:**

33
34 **Section 1. Recitals.** The above Recitals are true and correct and are
35 incorporated herein by this reference:

36 **Section 2. Town Code Amended.** Section 14-31. - "Required Roofing
37 Materials" of the Town Code is hereby amended as follows:

38 **Sec. 14-31. - Required roofing materials.**

39 (a) Except as otherwise specifically provided in this section, all roofs and mansard
40 facias shall be constructed of or replaced with the following materials:

- 41 (1) Clay tile;
- 42 (2) White concrete tile;
- 43 (3) Solid color cement tile which color is impregnated with the same color intensity
44 throughout, provided said color is first approved by the planning and zoning
45 board;
- 46 (4) Architecturally Embellished Metal.
- 47 (5) Other Building Code approved roof materials if granted design review approval
48 by the planning and zoning board.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~highlighted double-strikethrough~~ and double underline.

49 (6) Re-roofing or replacement of the roof with the same or existing material shall
50 be allowed and shall not require design review approval by the planning and zoning board.
51 All new single-family homes or additions to existing homes shall comply with the permitted
52 or required roofing materials and all applicable sections of the Florida Building Code(s).

53 (b) Flat Low slope roofs with a minimum pitch of 2% (1/4 inch per foot) are
54 permitted on additions to existing pitched roof structures, provided:

55 (1) The roof required by this section is not practical, as determined by the town
56 manager;

57 (2) The addition shall not exceed 15 percent of the ground area of the pitched roof
58 section of the existing buildings or a maximum of 500 square feet, whichever
59 is greater (with any existing flat roof sections counting against allowable new
60 area);

61 (3) The addition is not visible from the front elevation of a building on an interior
62 lot or is not visible from the front or side elevations on a corner lot.

63 (c) All existing roofs having an incline of less than two inches per foot shall have
64 covering of built-up roofing material, ~~and~~ gravel, or thermoplastic single ply membrane
65 (TPO), or fiberglass and shall require the approval of the planning and zoning board as
66 being harmonious with other buildings in the area.

67 (d) Unless otherwise provided by resolution, any person, persons, firm or
68 corporation violating any of the provisions of this section, shall, upon conviction thereof,
69 be punished by a fine not to exceed the maximum penalty as determined by Florida
70 Statute. Each day that a violation is permitted to exist shall constitute a separate offense.

71 **Section 3. Town Code Amended.** Section 90-50.1 – “Architecture” of Section
72 90-50. – “Architecture and Roof Decks” of the Town Code is hereby amended as follows:

73 **Sec. 90-50. - Architecture and roof decks.**

74 *90-50.1 Architecture.*

75 (1) Elevation and facade articulation variations.
76 a. The architectural design of proposed main buildings shall create a unique
77 elevation compared to the main buildings of the adjacent two buildings on
78 each side of the subject property on the same side of street. If the adjacent
79 lot is vacant then the next adjacent lot shall be utilized. A unique elevation
80 shall be created through the modulation of at least three of the following
81 architectural features:

- 82 1. Length, width and massing of the structure;

- 83 2. Number of stories;
- 84 3. Facade materials;
- 85 4. Porches and other similar articulation of the front facade;
- 86 5. Number and location of doors and windows; and
- 87 6. Roof style and pitch.

88 (2) In the H30C, H40 and H120 districts: when more than one building is provided,
89 buildings shall be designed in such a way that they are not monotonous.

90 (3) All elevations for new structures and multi-story additions (additions greater
91 than 15 feet in height) shall provide for a minimum of ten-percent wall openings including
92 windows, doors or transitional spaces defined by porches, porticoes or colonnades per
93 story.

94 (4) All elevations for single story additions to existing structures shall result in a
95 zero percent net loss of wall openings including windows, doors or transitional spaces
96 defined by porches, porticoes or colonnades.

97 (5) Roof materials are limited as follows:

- 98 a. Clay tile; or
- 99 b. White concrete tile; or
- 100 c. Solid color cement tile which color is impregnated with the same color
101 intensity throughout, provided said color is granted design review
102 approval by the planning and zoning board;
- 103 d. Architecturally embellished metal; or
- 104 e. Other Florida Building Code approved roof material(s) if granted design
105 review approval by the planning and zoning board.
- 106 f. Re-roofing or replacement of the roof with the same or existing material
107 shall be allowed and shall not require design review approval by the
108 planning and zoning board. All new single-family homes or additions to
109 existing homes shall comply with the permitted or required roofing
110 materials and all applicable sections of the Florida Building Code(s).

111 (6) Garage facades. Attached garages located at the front of a single-family home
112 shall not exceed 50 percent of the overall length of the facade.

113 (7) Converting single-family attached garages. When an attached garage is
114 converted for any other use, the garage door or doors may be replaced by a solid exterior

115 wall and access to the former garage area must be provided from the main premises, in
116 addition to any other permitted access. At least one window shall be provided. If the
117 garage entrance is located at the front or primary corner of the property, landscaping shall
118 be provided along the base of the new exterior wall. When the installation of landscaping
119 results in insufficient off-street parking, a landscaped planter shall be permitted in lieu of
120 the required landscaping. It is intended hereby to prohibit and prevent any violation of the
121 single-family classification and to minimize the burden upon the administrative forces of
122 the town in policing and enforcing the provisions hereof. Changes to the appearance of
123 the residence shall not constitute a change prohibited by the "home office" provision of
124 this Code. If the exterior door of the garage conversion is no longer level with grade, stairs
125 may be installed and the exterior door must be accordingly corrected to comply with the
126 Florida Building Code. The stairs shall be permitted to encroach no more than 24 inches
127 into the side or rear setbacks.

128 (8) Notwithstanding the foregoing, some of the architecture provisions in this
129 section, while specific to zoning districts H30A and H30B, may also be applicable to single
130 family homes in other zoning districts.

131 (9) Paint colors. Structures in the H30A and H30B zoning districts shall be
132 permitted to be painted the four lightest colors for the structure's primary color on the color
133 swatch on file in the building department. All other colors may be accent colors. A paint
134 swatch shall be submitted to the building department for approval by the town manager
135 or designee. The planning and zoning board shall make a design determination in cases
136 of uncertainty.

137 * * *

138 **Section 4. Severability.** If any section, sentence, clause or phrase of this
139 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
140 then said holding shall in no way affect the validity of the remaining portions of this
141 Ordinance.

142 **Section 5. Inclusion in the Code.** It is the intention of the Town Commission,
143 and it is hereby ordained that the provisions of this Ordinance shall become and made a
144 part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may
145 be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may
146 be changed to "Section" or other appropriate word.

147 **Section 6. Conflicts.** Any and all ordinances and resolutions or parts of
148 ordinances or resolutions in conflict herewith are hereby repealed.

149 **Section 7. Effective Date.** This ordinance shall become effective upon adoption
150 on second reading.
151

152 **PASSED** on first reading on the ____ day of _____, 2024.

153 **PASSED AND ADOPTED** on second reading on the ____ day of _____, 2024.

154 **First Reading:**

155 Motion by: _____

156 Second by: _____

157

158

159 **Second Reading:**

160 Motion by: _____

161 Second by: _____

162

163

164 **FINAL VOTE ON ADOPTION**

165

166 Commissioner Fred Landsman _____

167 Commissioner Marianne Meisheid _____

168 Commissioner Nelly Velasquez _____

169 Vice Mayor Jeff Rose _____

170 Mayor Shlomo Danzinger _____

171

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174

Shlomo Danzinger, Mayor

175 **ATTEST:**

176

177

178

Sandra N. McCready, MMC

180 Town Clerk

181

182 **APPROVED AS TO FORM AND LEGALITY FOR THE USE
183 AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

184

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186

Weiss Serota Helfman Cole & Bierman, P.L.

188 Town Attorney



MEMORANDUM

ITEM NO. 5A.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **PUBLIC HEARING**
Affordable Housing - Section 166.0451, Florida Statutes

Town Administration recommends that the Town Commission adopt a resolution which acknowledges the Town of Surfside has no Town owned inventory that would be appropriate for affordable housing and as required in Section 166.0451, Florida Statutes.

Section 166.0451, Florida Statutes, requires that all municipalities prepare an inventory list of publicly owned properties which may be appropriate for affordable housing development and to conduct a public hearing to review that list. The Town Planner has reviewed all publicly owned properties and has determined that the Town owns no such property. There are 4 Town-owned properties in zoning district H30C and 2 in H40. These districts permit multifamily housing; however, these lots are part of the Town Hall and Police Station facility and could not be used for another purpose without diminishing the Town's ability to govern. The 4 lots in H30C are used by the Surfside Police Department to securely store vehicles and other equipment as necessary. It would be inappropriate for housing to be located immediately abutting a police department. The 2 lots in H40 provide parking for Town employees, Town vehicles and equipment and would be inappropriate for development.

To comply with the Florida Statute, the Town is recommending passing a Resolution stating that there are no publicly owned properties appropriate for affordable housing in Surfside. Staff will add this information to the Town website as well. Refer to **Attachment A** - "Live Local Town Inventory" that will be maintained on the Town website to meet statutory requirement.

[Resolution Confirming Town Property Affordable Housing List](#)

[Attachment A - Live Local Town Inventory](#)

[Affordable Housing Letter](#)

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONFIRMING THAT NO TOWN-OWNED PROPERTY IS SUITABLE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the municipality holds a fee-simple title that is appropriate for use as affordable housing by October 1, 2023, and every three years thereafter; and

WHEREAS, Town of Surfside (the "Town") staff has reviewed the inventory of all real property owned by the Town and determined that there is no Town-owned property that is suitable for use as affordable housing, as confirmed in the Inventory List Report attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission hereby confirms that no Town-owned property is suitable for use as affordable housing pursuant to Section 166.0451, Florida Statutes; and

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

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

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

Section 2. Confirmation. That the Town Commission hereby confirms that no Town-owned property is suitable for use as affordable housing pursuant to Section 166.0451, Florida Statutes, as confirmed in the Inventory List Report attached hereto as Exhibit "A."

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13rd day of February, 2024.

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

Surfside Town-owned Properties

	Address	Folio	Zoning	Current Use	Future Land Use - Comp. Plan	Vacant or Improved
Town Buildings						
1	9293 Harding Avenue	14-2235-006-0490	Municipal Use	Town Hall, Police Station and Municipal Pa	Public Building and Grounds/Parking	Improved
2	9301 Collins Ave.	14-2235-008-0010	Community Facility	Community Center	Community Facility	Improved
3	9281 Collins Ave.	14-2235-006-0100	Community Facility	Community Center	Community Facility	Improved
4	9301 Collins Ave.	14-2235-006-2960	Community Facility	Community Center	Community Facility	Vacant
Parking						
5	Harding Avenue	14-2235-006-0550	H30C	SPD Parking Lot	Moderate High Density Residential	Vacant
6	Harding Avenue	14-2235-006-0560	H30C	SPD Parking Lot	Moderate High Density Residential	Vacant
7	Harding Avenue	14-2235-006-0561	H30C	SPD Parking Lot	Moderate High Density Residential	Vacant
8	Harding Avenue	14-2235-006-0570	H30C	SPD Parking Lot	Moderate High Density Residential	Vacant
9	9256 Collins	14-2235-006-0470	H40	Town Employee Municipal Parking Lot	Moderate High Density Residential	Vacant
10	9264 Collins	14-2235-006-0480	H40	Town Employee Municipal Parking Lot	Moderate High Density Residential	Vacant
11	9293 Harding Avenue	14-2235-006-0400	Municipal Use	Municipal Parking Lot	Parking	Vacant
12	94th and Harding Avenue	14-2235-006-0310	Municipal Use	Municipal Parking Lot	Parking	Vacant
13	9383 Harding Avenue	14-2235-006-0330	Municipal Use	Municipal Parking Lot	Parking	Vacant
14	9373 Harding Avenue	14-2235-006-0340	Municipal Use	Municipal Parking Lot	Parking	Vacant
15	9363 Harding Avenue	14-2235-006-0350	Municipal Use	Municipal Parking Lot	Parking	Vacant
16	9353 Harding Avenue	14-2235-006-0360	Municipal Use	Municipal Parking Lot	Parking	Vacant
17	9450 Collins Ave	14-2235-007-0480	H40	Municipal Parking Lot	Parking	Vacant
18	222 95th Street	14-2235-007-0490	Municipal Use	Municipal Parking Lot	Parking	Vacant
19	222 95th Street	14-2235-007-0510	Municipal Use	Municipal Parking Lot	Parking	Vacant
20	95th and Collins Ave	14-2235-007-0190	Municipal Use	Municipal Parking Lot	Parking	Vacant
21	Abbott Ave and 96th Street	14-2235-007-0940	Municipal Use	Municipal Parking Lot	Parking	Vacant
22	Abbott Ave and 96th Street	14-2235-007-0960	Municipal Use	Municipal Parking Lot	Parking	Vacant
23	Abbott Ave and 96th Street	14-2235-007-0970	Municipal Use	Municipal Parking Lot	Parking	Vacant
24	Abbott Ave and 96th Street	14-2235-007-0980	Municipal Use	Municipal Parking Lot	Parking	Vacant
25	Abbott Ave and 96th Street	14-2235-007-0990	Municipal Use	Municipal Parking Lot	Parking	Vacant
26	9533 Abbott Ave.	14-2235-007-1000	Municipal Use	Municipal Parking Lot	Parking	Vacant
27	9525 Abbott Ave.	14-2235-007-1010	Municipal Use	Municipal Parking Lot	Parking	Vacant
28	9525 Abbott Ave.	14-2235-007-1020	Municipal Use	Municipal Parking Lot	Parking	Vacant
29	9509 Abbott Ave.	14-2235-007-1030	Municipal Use	Municipal Parking Lot	Parking	Vacant
30	Abbott Ave. and 95th Street	14-2235-007-1040	Municipal Use	Municipal Parking Lot	Parking	Vacant

Surfside Town-owned Properties

	Address	Folio	Zoning	Current Use	Future Land Use - Comp. Plan	Vacant or Improved
Parks						
31	9572 Bay Drive	14-2235-007-2610	Municipal Use	96th Street Park	Public Recreation	Improved - new building
32	Byron Ave and 93rd Street	14-2235-006-1710	Municipal Use	Paws Up Dog Park	Public Buildings and Grounds	Vacant - Pump
33	1125 90th Steet	14-2235-001-2950	Municipal Use	Hawthorne Tot Lot	Public Recreation	Vacant
34	701 89th Street	14-2235-005-2390	Municipal Use	Community Garden	Public Buildings and Grouinds	Vacant - Pump
35	88th and Collins	14-2235-005-0500	Municipal Use	Tennis Courts and Office Bldg.	Public Recreation	Improved
36	88th and Collins	14-2235-005-4190	Municipal Use	Veterans Park	Public Recreation	Vacant
Street Ends						
37	93rd and Bay	14-2235-006-2950	Municipal Use	93rd Street and Bay Dr Street End	Community Facility	Vacant
38	92nd and Bay	14-2235-006-2970	H30A	Pump Station	Community Facility	Vacant - Pump
39	Froude and 88th Street	14-2235-005-4150	None-ROW	Froude Street End	None	Vacant
40	Carlyle and 88th Street	14-2235-005-4160	None-ROW	Carlyle Street End	None	Vacant
41	96th Street at Beach Hard Pack	14-2235-007-2640	H120	Hard Pack	None	Vacant
42	95th Street at Beach Hard Pack	14-2235-007-2630	Municipal Use	Hard Pack	Public Recreation	Vacant
43	94th Street at Beach Hard Pack	14-2235-006-2990	Municipal Use	Hard Pack	Public Recreation	Vacant
44	92nd Street at Beach Hard Pack	14-2235-006-2980	Municipal Use	Hard Pack	Public Recreation	Vacant
45	88th Street at Beach	14-2235-005-4180	None-ROW	Street	Public Recreation	Vacant
46	89th Street at Beach	14-2235-005-4170	None-ROW	Street	Public Recreation	Vacant
47	Byron Ave and 96th St	14-2235-007-1851	H30B	Street	Low Density residential	Vacant
48	Bay Dr and 96th Street	14-2235-007-2100	H30B	Street	Low Density residential	Vacant



TOWN OF SURFSIDE

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

January 22, 2024

Re: Town-owned properties available for affordable housing

Dear Town Commission,

Section 166.0451, Florida Statutes, requires that all municipalities prepare an inventory list of publicly owned properties which may be appropriate for affordable housing development and to conduct a public hearing to review that list. The Town Planner has reviewed all publicly owned properties and has determined that the Town owns no such property. There are 4 Town-owned properties in zoning district H30C and 2 in H40. These districts permit multifamily housing; however, these lots are part of the Town Hall and Police Station facility and could not be used for another purpose without diminishing the Town's ability to govern. The 4 lots in H30C are used by the Surfside Police Department to securely store vehicles and other equipment as necessary. It would be inappropriate for housing to be located immediately abutting a police department. The 2 lots in H40 provide parking for Town employees, Town vehicles and equipment and would be inappropriate for development.

To comply with the Florida Statute, I recommend passing a Resolution stating that there are no publicly owned properties appropriate for affordable housing in Surfside. Staff will add this information to the Town website as well.

Sincerely,

Hector Gomez
Town Manager



MEMORANDUM

ITEM NO. 5B.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Interlocal Agreement between Miami-Dade County and the Town of Surfside for the Design of the Surfside Memorial Park**

Staff recommends a motion to approve a resolution to authorize the Interlocal Agreement between Miami-Dade County and the Town of Surfside for the acceptance of \$250,000 in funds towards the design of the Surfside Memorial and Memorial artwork.

This Interlocal Agreement between Miami-Dade County and the Town of Surfside for the design of a Memorial Park and Memorial artwork will authorize the Town of Surfside to receive a substantial allocation of \$250,000 from Miami-Dade County. This allocation, approved within the FY 2023-2024 Operating Budget by the Board of County Commissioners of Miami-Dade, reflects the County's commitment to the project's core objectives and the community of Surfside. The Memorial Park and Memorial artwork project, situated at 8777 Collins Avenue, holds deep meaning for Surfside, as it will memorialize the tragic loss of lives and all the victims of the Champlain Towers South Collapse that occurred on June 24, 2021.

Regarding funding and the agreement timeline, the County's allocation of \$250,000 represents a significant portion of the estimated \$2,750,000 total project cost. This interlocal agreement not only secures this vital financial support but also establishes a transparent and efficient framework for fund allocation and disbursement. The agreement's duration extends from the date of execution and continues until project completion.

The Town is actively working on next steps with its A&E consultant to commence the design work for this Project. Entering into this agreement with the County will facilitate Project completion. Refer to **Exhibit A** to the resolution - Interlocal Agreement between MDC and TS for Design of Memorial.

[Resolution Approving MDC ILA for Surfside Memorial Park Project - Miami-Dade Rescue Plan Funds](#)

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR MIAMI-DADE RESCUE PLAN FUNDS IN THE AMOUNT OF \$250,000 FOR THE SURFSIDE MEMORIAL PARK AND MEMORIAL ARTWORK PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is undertaking the design of the Surfside Memorial and Memorial Artwork project (the “Project”); and

WHEREAS, the Project, situated at 8777 Collins Avenue, holds deep meaning for the Town as it will memorialize the tragic loss of lives and all the victims of the Champlain Towers South collapse that occurred on June 24, 2021; and

WHEREAS, Miami Dade County (the “County”) has approved an allocation of \$250,000 of Miami-Dade Rescue Plan funding for the Project (the “Funding Allocation”) as part of its Fiscal Year 2023-2024 budget; and

WHEREAS, the County’s Funding Allocation would contribute towards the design costs for the Project; and

WHEREAS, the Town Commission desires to accept and approve the Funding Allocation for the Project, which funding is subject to the terms and conditions set forth in the Interlocal Agreement between the Town and the County, attached hereto as Exhibit “A” (the “Interlocal Agreement”); and

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

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

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

Section 2. Approval. The Town Commission hereby approves the Interlocal Agreement with the County, in substantially the form attached hereto as Exhibit "A," for the Funding Allocation for the Project.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," and any subsequent amendments, extensions, renewals, or related documents necessary to implement the Interlocal Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Interlocal Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2024.

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

**INTERLOCAL AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
MIAMI-DADE COUNTY**

Town of Surfside Memorial Park

THIS INTERLOCAL AGREEMENT (the “Agreement”) by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) and the Town of Surfside, Florida (the “MUNICIPALITY”), a is entered into this ____ day of _____, (20__) (“Effective Date”).

WITNESSETH:

WHEREAS, on September 21, 2023, the Board of County Commissioners of Miami-Dade, Florida, adopted the FY 2023_ - 2024 Operating Budget and Multi-Year Capital Plan which, approved an allocation of \$250,000 to the Municipality for the design of a Memorial and Memorial artwork; and

WHEREAS, the Memorial Park and Memorial artwork (the “Project”) is eligible for funding from Miami Dade Rescue Plan Proceeds in a total amount not to exceed \$250,000 (the “Funding Allocation”); and

WHEREAS, the Municipality is undertaking the physical construction of a new Memorial Park and Memorial artwork (the “project”) which was specifically approved as part of the Miami-Dade Rescue Plan funds and has been approved for funding in Fiscal Year 2023-2024, provided that funds are available located at 8777 Collins Avenue, and is described more specifically in Exhibit 1 to this Interlocal Agreement; and

WHEREAS, the Project as a whole is estimated to cost \$2,750,000 (the “Total Project Cost”) and will be funded from the sources listed in Exhibit 1; provided, however, the County’s obligation to fund the Project is fully subject to and contingent upon the availability of Miami Dade Rescue Plan proceeds; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to fund \$250,000 in Fiscal Year 2023 - 2024 from the Miami Dade Rescue Plan proceeds for the Project (the “Funding Allocation”), fully subject to and contingent upon the conditions set forth in this Agreement, and the availability of the Funds; and

WHEREAS, the County Commissioners and the Municipality Board have authorized, by resolution, their respective representatives to enter into this Agreement for the Funding Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Allocation;

NOW THEREFORE, pursuant to Ordinance 23-81, which specifically authorizes the County Mayor or Designee to execute such agreements to expend Miami Dade Rescue Plan proceeds received for the purpose described in the above funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Purpose:** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the Miami Dade Rescue Plan proceeds being provided with respect to the Project. Section 2. **Funding Responsibilities:**

- a. **Project Funding Plan:** A Project funding plan identifying the Funding Allocation to be funded by the County solely from Miami Dade Rescue Plan proceeds and the costs to be funded by the Municipality through a local funding plan or written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the Municipality:** The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1.
- c. **Responsibilities of the County:** The County agrees to provide solely from the Miami Dade Rescue Plan Funds for the Fiscal Year 2023 - 2024 Funding Allocation in an amount equal to \$250,000. This amount represents a portion of the amount necessary to complete the Project. Subject to the satisfaction of the Conditions Precedent to Funding Responsibility, the Funds, if and when available, shall be provided in accordance with the reimbursement procedures contained in the County's Building better Communities General Obligation Bond (BBC GOB) Program Administrative Rules Attached as Attachment 1, which is hereby incorporated in this Agreement by this reference as if this Project was being funded with BBC GOB funds. The Municipality accepts and agrees that all expenditures made by the Municipality prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility are made at the municipality's sole risk and may not be eligible for reimbursement. The Municipality may not require the County to use any other source of legally available revenues other than from the Funding Allocation to fund the Project. This Agreement does not in any manner create a lien in favor of the Municipality on any revenues of the County including the Funding Allocation. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1) year in accordance with the Administrative Rules, see Section 18 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Municipality pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the Miami Dade Rescue Plan proceeds as authorized by Board Resolutions and Resolution 23-81. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the Miami Dade Rescue Plan. The Municipality shall be solely responsible for submitting all documentation, as required by this Interlocal Agreement and by the Administrative Rules, to the County Mayor or Designee.

Section 3. Parties, Effective Date and Term: This Agreement shall take effect on the Effective Date after execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation. The County has delegated the responsibility of administrating this Interlocal Agreement to the County Mayor or designee.

Section 4. Compliance with Laws: Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. “Applicable Law” means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, “Applicable Laws” and “applicable laws” shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, all disclosure requirements imposed by Sections 2-8.1 and 2-8.6 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code, Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes, and all other applicable requirements contained in this Agreement..

The CRA shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance, which shall incorporate the following Federal laws and Acts:

- (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I Employment;
- (2) Title II, Public Services;

- (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
- (4) Title IV, Telecommunications;
- (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State.

The CRA covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest and Code of Ethics) as may be amended and which is incorporated herein by reference as if fully set forth herein, Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

E-Verify

Effective January 1, 2021, section 448.095(e) of the Florida Statutes requires all public employers, contractors and subcontractors, including The Children's Trust providers, to use the E-Verify system to establish the authorization of new employees, including all new subcontractors and professional services consultants, to work in this country. Providers must also obtain and keep an affidavit from its subcontractors affirming that the subcontractors do not employ, contract or subcontract with any individuals who are not authorized to work in the US. Providers who have been found to violate the statute will have their agreement or contract terminated, and not renewed for at least a year, per Florida Statutes. If a provider's subcontractor has violated the statute, the provider must immediately terminate the subcontractor. The E-Verify system is Internet-based and operated by the Department of Homeland Security that verifies the employment eligibility of employees.

For more information on E-Verify and 448.095(e), F.S. (2020), go to <https://www.e-verify.gov/>.

Section 5. Contractual obligation to comply with certain County requirements:

All records of the **Municipality** and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The Municipality shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".

Section 6. Accounting, Financial Review, Access to Records and Audits: The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least four (4) calendar years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours and upon the Municipality receipt of reasonable written notice.

The County Mayor or Designee may examine these books, records and documents at the Municipality's offices or other approved site under the direct control and supervision of the Municipality, during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Municipality, whether or not purported to be related to this grant.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) calendar days written notice to the Municipality (and any affected contractor and materialman) from OIG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract, or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include

reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents, and employees. The Municipality shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality. This provision shall survive the early termination and/or the expiration of this Agreement.

Section 7. Relationship of the Parties: The parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 8. Liability: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, Commissioners, and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation, or maintenance of the Project.

Section 9. Breach, Opportunity to Cure and Termination:

- (a) Each of the following shall constitute a default by the Municipality:
 - (1) If the Municipality uses all or any portion of the Funding Allocation for costs not associated with the Project or not in compliance with the GOB Administrative Rules (i.e., ineligible costs), and the Municipality fails to cure its default within thirty (30) calendar days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) calendar day period, such cure period shall be extended for up to one hundred eighty (180) calendar days following the date of the original notice if within thirty (30) calendar days after such written notice the Municipality commences diligently and thereafter continues to cure.

- (2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) calendar days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) calendar day period, such cure period shall be extended for up to one hundred eighty (180) calendar days following the date of the original notice if within thirty (30) calendar days after such written notice the Municipality commences diligently and thereafter continues to cure.
 - (3) If the Municipality fails to complete the Project within two (2) calendar years of the effective date of the first executed Interlocal Agreement for this Project, unless such deadline is extended in accordance with Section 13 of this agreement.
- (b) Each of the following shall constitute a default by the County:
- (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) calendar days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) calendar day period, such cure period shall be extended for up to one hundred eighty (180) calendar days following the date of the original notice if within thirty (30) calendar days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:
- (1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.
 - (2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary, or temporary injunctive relief, and any other kind of equitable remedy).
 - (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
 - (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.
- (d) Termination:
- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination

to the other party, in the event that the other party is in material breach of this Agreement.

- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement, provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 10. Litigation Costs/Venue: In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 11. Naming Rights and Advertisements: It is understood and agreed between the parties hereto that the Municipality is funded by Miami-Dade County. Further, by acceptance of these funds, the Municipality agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with Miami Dade Rescue Plan proceeds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. In particular, the Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The Municipality shall submit sample of mockup of such publicity or materials to the County for review and approval. The Municipality shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 12. Notice: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in

person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

Municipality:
Town of Surfside
Manager Hector Gomez
9293 Harding Avenue
Surfside, Florida 33154

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

Section 13. Modification and Amendment: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith. Notwithstanding the aforementioned, the deadline set forth in Section 9(a)(3) may be extended upon a written request from the MUNICIPALITY and a written response approving same from the County Mayor or Mayor's designee.

Section 14. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 15. Headings: Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 16. Waiver: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Representation of the Municipality: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Municipality Board of Directors and Municipality Commission, as the governing body of the Municipality and it has granted the Mayor of the Municipality Board of Directors, or designee, the required power and authority to execute this Agreement. The Municipality agrees to: a) maintain

the Project for a minimum of 25 years; b) agrees to govern itself, in regards to the subject Project, in accordance with Article 7 of the County Charter; c) keep the Project open safely and properly maintained for all Miami-Dade County residents; and, d) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

Section 18. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Mayor or Mayor's designee the required power and authority to execute this Agreement. Subject to the conditions set forth in this Agreement, the County agrees to provide the Funding Allocation to the Municipality for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-D, E1-E3, F, G, and I-K of Attachment 1 (Administrative Rules). In addition to the other conditions set forth in this Agreement, Miami-Dade County shall only be obligated to pay the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the Miami Dade Rescue Plan Program as authorized by Board Resolutions. Any and all payment obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Mayor or designee for this purpose.

Section 19. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 20. Indemnity: The Municipality does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the Municipality shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Municipality. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the

provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. **Assignment:** The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. **Entirety of Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

Section 23. **Counterparts/Electronic Signatures:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 20__.

Attest:

Town of Surfside, Florida

City Manager By: _____
Date

For the City Commission,
Town of Surfside, Florida

_____, CLERK

Attest:

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor or Designee

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

JUAN FERNANDEZ-BARQUIN, CLERK

Attest:

By: _____
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency. _____

Exhibit 1 - Project Budget and Description

Initial: _____
Miami-Dade County
Office of Management and Budget

Date: _____

<u>Entity: Town of Surfside</u>				<u>Project Name: Champlain Towers South (CTS) Memorial</u>				
				<u>Project Number:</u>				
REVENUES				Milestones	EXPENSES			
Prior Reimbursed - Advances	FY 2023 - 2024 MDRP Allocation	Future MDRP Allocation	*Other Funding Allocations		Total Estimated Revenues	Projected Start Date	Schedule End Date	Total Estimated Expenses
	\$ 250,000.00			\$ 250,000.00	Design	1/1/2024	6/30/2025	\$ 250,000.00
			\$ 2,500,000.00	\$ 2,500,000.00	Construction On Going (Non-MDC)	7/1/2025	6/30/2026	\$ 2,500,000.00
	\$ 250,000.00	-	\$ 2,500,000.00	\$ 2,750,000.00	TOTALS			\$ 2,750,000.00

*** Other Funding (List sources and amounts)**

Funding Source	Amount
State of Florida	\$ 1,000,000.00
Town fo Surfside (Proffer)	\$ 1,500,000.00
	\$ 2,500,000.00

Project Narrative/Description (Provide overall project description)

The Town of Surfside is undertaking the Surfside CTS Memorial project with the solemn purpose of honoring and commemorating the lives lost during the tragic events of June 24, 2021, when the CTS Building collapsed. This Memorial will stand as a permanent tribute, serving as a place for the Surfside community, families, friends, and visitors to reflect upon the profound loss, understand the truth of that fateful day, and seek solace amidst the peace and serenity offered by this site. The project encompasses the design of a linear park that will seamlessly blend natural and constructed elements to convey the narrative of the building collapse and pay homage to its victims. At the heart of this park, a memorial piece will take its place as the focal point, requiring the expertise of an artist to capture the emotions and essence of the tragedy, ensuring the memory of those no longer with us endures. The Surfside CTS Memorial holds the hope of being a beacon of hope and healing for the Surfside community and future generations. This project follows a two-phase approach, beginning with the selection of a design consultant and later proceeding to a procurement process for selecting a construction contractor upon the completion of design and permitting. The design phase is set to commence in early 2024.

MDRP Total Funding Allocation Narrative/Description (Provide description of what MDRP funds will pay for)

\$250,000 of this project's budget has been allocated for the design phase, specifically for the consultant chosen to design the project and any related costs for design and permitting. This funding is sourced from the Miami-Dade County allocation provided for this purpose.

FY 2023 - 2024 Funding Allocation Narrative/Description

\$250,000 from the County's allocation is designated for the project's design phase, whereas \$1,000,000 is secured from the State of Florida Division of Arts and Culture, earmarked for construction expenses to cover the contractor's costs. Additionally, \$1,500,000 has been allocated from the Town of Surfside's proffer funds, also dedicated to the construction budget. The estimated project cost currently stands at \$2,750,000, though potential cost escalation driven by economic factors may raise the construction expenses to a range of \$3-4 million

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.



MEMORANDUM

ITEM NO. 5C.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Ratification, Approval and Acceptance of Grant Agreement with the State of Florida Division of Emergency Management (FDEM) for the Completion of the Surfside Champlain Towers South (CTS) Investigation**

The Town Administration recommends Town Commission to ratify the acceptance and approval of a grant agreement with FDEM for funding pertaining to the Surfside Champlain Towers South investigation.

In response to the emergency caused by the partial structure collapse at Champlain Towers South in Surfside, Florida, on June 24, 2021, the Florida Division of Emergency Management (FDEM) has allocated \$500,000.00 in non-recurring general revenue funding, as directed by the Florida Legislature, to the Town as a grant. This funding serves as a response to the disaster and plays an important role in supporting the Town in its investigation efforts. Additionally, this funding meets a Commission criteria of seeking alternative funding to assist the Town with funding the investigation.

The primary objective of this grant is to provide cost-reimbursement to cover the expenses incurred by the Town during the investigation of the Champlain Towers South incident. This reimbursement is intended to support the Town's engineering investigation of the partial building collapse, ultimately expediting the completion of the investigation and the subsequent release of its findings. This grant necessitates a matching contribution of \$75,000.

The funding period, as stipulated in the agreement, is scheduled to commence on October 1, 2023, and conclude on June 30, 2024. All grant-related activities should be successfully completed within this specified timeframe. The Town has already communicated to FDEM invoices it would like to submit for reimbursement and FDEM has accepted invoices. Reimbursement is now pending execution of this agreement. The funds will be applied towards the Town's general fund.

[Resolution Ratifying FDEM Grant for Completion of Champlain Towers South \(CTS\) Investigation](#)

Attachment A - FDEM Grant Agreement for CTS Investigation

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING THE STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE COMPLETION OF THE SURFSIDE CHAMPLAIN TOWERS SOUTH INVESTIGATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) submitted a grant application to the Florida Division of Emergency Management (“FDEM”) to fund expenses associated with the completion of the investigation of the structural collapse at Champlain Towers South Condominium in Surfside, Florida, on June 24, 2021 (the “Investigation”); and

WHEREAS, FDEM awarded the Town \$500,000.00 in non-recurring general revenue funding as authorized by the Florida Legislature for the Investigation (the “Grant”); and

WHEREAS, the Grant requires that the Town contribute a local contribution in the amount of \$75,000; and

WHEREAS, the Town Commission desires to ratify and approve the Grant Agreement with FDEM for the completion of the Investigation, in the form attached hereto as Exhibit “A” (the “Grant Agreement”); and

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

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

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

Section 2. Ratification and Approval. That the Town Commission hereby ratifies and approves the acceptance of the Grant from FDEM for the completion of the Investigation in the amount of \$500,000, and the execution of the Grant Agreement attached hereto as Exhibit "A."

Section 3. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purposes of this Resolution and the Grant Agreement, including the execution of any amendments and/or renewals thereto, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

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

PASSED AND ADOPTED this ____ day of February, 2024.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

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

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

STATE-FUNDED GRANT AGREEMENT

COMPLETION OF THE SURFSIDE CHAMPLAIN TOWERS SOUTH INVESTIGATION

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Town of Surfside** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATION, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Gillian Smith
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4330

Email: Gillian.Smith@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: Kristina Brown

Address: 9293 Harding Avenue

City, State, Zip: Surfside, Florida 33154

Telephone: (305) 861-4863

Email: progrant@townofsurfsidefl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement **shall begin October 1, 2023 and shall end on June 30, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in the Budget and Scope of Work in Attachment A of this Agreement. The maximum payment amount for the entirety of this Agreement is \$500,000.00
- d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any

payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work in Attachment A and all other applicable laws and regulations.

If the subcontractor has any questions regarding the application of Chapter 119, Florida Statutes, to the subcontractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

(850) 815-4156

Records@em.myflorida.com

2555 Shumard Oak Boulevard, Tallahassee, FL 32399

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this Paragraph directly to each of the following:

i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Budget and Scope of Work, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment G.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within the specified

time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Budget and Scope of Work in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information.

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, unless the event is covered by financial consequences listed in the Budget and Scope of Work, the Division shall provide the Recipient a thirty (30) day written notice within which the Recipient may cure the default. However, upon the Recipient's failure to cure the default within the thirty (30) day notice period, the Division shall exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law;

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend, or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - Exhibit 1 - Funding Sources
 - Exhibit 2 – Florida Single Audit Act

- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Statement of Assurances
- Attachment D – Justification of Advance Payment
- Attachment E – Warranties and Representations
- Attachment F – Certification Regarding Debarment
- Attachment G – Surfside Investigation Activity Report Form /Closeout Report Form

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment A and shall include the supporting documentation for the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (8) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
 Cashier
 2555 Shumard Oak Boulevard
 Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting

to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment” (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly

noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its

name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: TOWN OF SURFSIDE

Signature:  _____

Name and title: Hector Gomez Town Manager

Date: 1/5/2024

Include a copy of the Delegation of Authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Signature: _____

Name and Title: Kevin Guthrie, Director of the Division of Emergency Management, or Ian Guidicelli as Authorized Designee

Date: _____

Exhibit – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance title: **Town of Surfside – Completion of the Surfside Champlain Towers South Investigation**

Catalog of State Financial Assistance number: **31.083**

\$500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Single Audit Act, section 215.97, Florida Statutes

Exhibit – 2
Florida Single Audit Act

Audit Compliance Certification	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com .	
Recipient:	
FEIN:	Sub- Recipient’s Fiscal Year:
Contact Name:	Contact’s Phone:
Contact’s Email:	
<p>1. Did the Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Florida Division of Emergency Management (Division)? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.</p>	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment A
Budget and Scope of Work

Budget

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of:

Category	Budgeted Amount
1: Surfside Champlain Towers South Investigation	\$500,000.00
TOTAL	\$500,000.00

NOTE: The Match required for this agreement is: \$75,000.00

This is a reimbursement grant agreement to accomplish the scope identified in the laws, statutes, regulations, and this Agreement. It is not subject to adjustment due to the actual cost experience of the Recipient in the performance of the deliverables and requirements listed in the agreement. Prior to payment, tasks, deliverables, and reimbursement requests are subject to review and acceptance by Florida Division of Emergency Management.

Purpose

At the direction of the Florida Legislature, the Florida Division of Emergency Management (FDEM or Division) shall be provided \$500,000.00 in non-reoccurring general revenue funding in response to the Champlain Towers South partial structure collapse emergency that occurred in Surfside, Florida on June 24, 2021. The Division shall allow reimbursement to the Town of Surfside toward the engineering investigation of the partial building collapse to facilitate the completion of the investigation and the eventual release of the investigation findings.

Scope

The Recipient has been allotted appropriation funding for the 2023-2024 fiscal year. The amount approved by the Legislature shall be extended to the Recipient by the Division by way of reimbursement for approved activities. The Recipient shall use the award amount to reimburse expenditures in one category, Surfside Champlain Towers South Investigation. Surfside Champlain Towers South Investigation consists of direct and indirect costs relating to the investigation by the Recipient. These costs could include salaries, equipment costs, procured items, etc.

Requirements

All activities of this grant must be completed by the end of the Period of Agreement. This grant agreement has a match requirement. Match shall be submitted to the Division using Attachment G. If match is not submitted regularly and at an appropriate rate to meet the recipients match requirement, financial consequences can be enacted as listed under Financial Consequences.

The Division shall use Salesforce as its Grant's Management platform for this grant. All Deliverables, reports, and financial activities (reimbursement requests) must be submitted to Salesforce via the Division's established protocols. These protocols will be sent to the Recipient as a Salesforce External User Guide, and additional Salesforce training may be provided to the Recipient by the Division.

Deliverables

Deliverable Due-Date Schedule

Deliverables	Due Date
1: Surfside CTS Investigation Activity Report	Prior to June 30, 2024
2: Closeout Report	August 29, 2024, or 60 days after submission of final Activity Report

The Surfside Investigation Activity Report is due prior to June 30, 2024. The Closeout Report is due August 29, 2024, or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first. August 29, 2024 is the last day requests for reimbursement in DEMES (Salesforce) will be accepted.

The Surfside Investigation Activity Reports are the initial basis for a reimbursement claim under this grant agreement. Reports must be based on the Deliverable Due-Date Schedule; however multiple Reports may be submitted throughout the grant year if the Recipient wishes to make additional requests for reimbursement. At a minimum, a Surfside Investigation Activity Report must contain a complete Attachment G – Surfside Investigation Activity Report Cover Sheet /Closeout Report. If the Recipient wishes to claim reimbursement for expenses, the Recipient’s Report must also include:

1. A completed application submitted to the Grant Manager.
2. Receipts of each claimed with the task with the activity # clearly written in the corner.

The Surfside Investigation Activity Reports should also include any other supporting documentation to help verify the veracity and appropriateness of a purchase.

The Surfside Investigation Activity Report should be in order, with receipts and supporting documentation for each activity grouped together.

To correctly fill-out the deliverable report, the Recipient shall provide an Attachment G cover sheet, followed by applicable supporting documentation. This is for tracking and verification purposes. The Report Narrative in Attachment G must tie the supporting documentation to relevant Surfside Investigation activities.

Salesforce

Deliverables shall be submitted on the Division’s Salesforce platform in the Deliverable object. The Recipient’s Surfside Investigation Activity Report and Closeout Report shall be compiled by the Recipient into a single document wherever possible when submitting for deliverable approval. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

Following review and approval of the deliverable by the Division’s assigned Grant Manager, the Recipient shall submit a reimbursement request on the Division’s Salesforce Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the “Deliverable” field and upload the full Quarterly Report deliverable submission.

Financial Consequences

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- Reduction of the maximum payable amount based on the applicable percentage of each task not successfully completed.

Failure to submit deliverables by the due date shall result in the following penalty:

- Reduction of the deliverable payment amount to the Recipient by 5% if the deliverable is not submitted by the due date, and a reduction of 5% for each further thirty (30) calendar day period in which the deliverable is not submitted.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division in writing immediately to request a due date extension. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment B

Program Statutes and Regulations

1. Florida Single Audit Act, section 215.97, Florida Statutes

Attachment C
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

ADVANCE REQUESTED
Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET COST CATEGORY (List Applicable Cost Category)	2020-2021 Anticipated Budget Category Expenditures for Advance Payment Request
TOTAL ANTICIPATED EXPENSES:	

BUDGET CATEGORY & COST JUSTIFICATION: (For each budget category and cost, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Agreement Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (as applicable) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.

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Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.

- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

- (5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.

- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all work for which they are hired by the Recipient.

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

Recipient's Signature

Recipient's Printed Name

Name and Title

FDEM Agreement Number

Street Address

Project Number (if applicable)

City, State, Zip

Date

Attachment G

Surfside Investigation Report Cover Sheet/Closeout Report

For use with any deliverable submission including quarterly reports, closeout reports, and financial activities

Recipient:		Grant	
Report		Agreement Closeout	
	Deliverables	Amount Requested	Amount Available
	Surfside CTS Investigation		
	(#(AL °! #) " ('		

I certify that to the best of my knowledge the billed costs are in accordance with the Terms of this Agreement, and that I am authorized to submit this form on behalf of the Recipient. If Agreement Closeout is checked, I certify that the amounts received and remaining are correct, and I certify the agreement is in closeout.

Print Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Signature Date

	Match Contribution	Activity	Amount Reported	Amount Remaining
	Surfside CTS Investigation			
	(#(AL °! #) " ('			

Report Narrative

Use the space below to provide updates and give details of Deliverable activities performed during the Performance Period. If submitting with a reimbursement, list any irregularities or notes you wish to bring to the Division's attention.



MEMORANDUM

ITEM NO. 5D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: Concrete Sidewalk Specifications within the Town of Surfside Boundaries

Town Administration is seeking the Town Commission adopt the sidewalk specification to be incorporated into the Public Works Manual.

Walking surface branding is a way of defining an experience within any town or municipality. For example, Miami Beach has adopted a Miami Beach Red standard which is applied to all new sidewalks within the right-of way. The Village of Bal Harbour as a more involved standard with stone aggregate which compliments the "Bal Harbour experience". Currently the Town has no consistent standard and sidewalks vary throughout the Town. The Town is seeking to define the "Surfside Experience" by implementing a walking surface (sidewalk) standard.

In order to have a more aesthetic walking experience and deviate from the current sidewalk standards within the Town which are grey color or red staining; the Town administration is proposing a standard branded as "Surfside Sand". Refer to presentation in **Exhibit A to the resolution - Surfside Sand** for visual representation of concept and **Exhibit B to the resolution - Specifications** which, if adopted, would be incorporated into the Town of Surfside Public Works Manual.

The new standard would be applied for all new rights-of-way sidewalk, substantial sidewalk replacement locations as deemed by the Public Works Director, and will slowly be phased in as funding allows. The new standard has lower maintenance costs than current staining practices. The new standard minimizes liability and trip hazards which can be more recurring with paver surfaces.

[Resolution Adopting Concrete Sidewalk Specifications Surfside Sand](#)

[Exhibit A - Surfside Sand](#)

Exhibit B - Specifications

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING “SURFSIDE SAND” CONCRETE SIDEWALK SPECIFICATIONS FOR THE TOWN AND INCORPORATING THE SPECIFICATIONS IN THE PUBLIC WORKS MANUAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) Public Works Department (the “Department”) is responsible for the effective management and maintenance of the Town’s roadways, infrastructure systems and buildings, including public sidewalks; and

WHEREAS, the Town does not have any consistent standard or specifications for sidewalks; and

WHEREAS, in order to create uniformity, aesthetics, and enhance the Surfside experience, the Department has recommended the adoption of standard specifications for concrete sidewalks and driveways within the Town referred to as “Surfside Sand”, as detailed in Attachment “A” and the specifications provided in Attachment “B” (the “Specifications”); and

WHEREAS, the Town Commission desires to adopt and incorporate the Specifications in the Town’s Public Works Manual; and

WHEREAS, the Town Commission finds that the Specifications 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. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Specifications. The Town Commission desires to approve and adopt “Surfside Sand” as detailed in Attachment “A” and the Specifications attached hereto as Attachment “B.” The Specifications are hereby incorporated in the Town’s Public Works Manual.

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Specifications and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of February, 2024.

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



Surfside Sand Sidewalk Specifications

Surfside Sand

To create uniformity, aesthetics and enhance the **Surfside Experience**. Surfside Sand is a colored sidewalk with a broom finish with smooth edges which is meant to be an extension of the beach experience.





Surfside
FLORIDA

Broom finish with edge



With shell texture (stamped)



Recommendation

Adopt standard by resolution and incorporate in the Public Works Manual. Implement in all new sidewalk projects and where sidewalks are being disturbed substantially and as determined by the Public Works Director.



**TOWN OF SURFSIDE - PUBLIC WORKS DEPARTMENT
CONCRETE SIDEWALK AND DRIVEWAYS**

1 Description.

Construct concrete sidewalks and driveways. Sidewalk will include sidewalk curb ramps.

2 Materials.

Refer to Florida Department of Transportation (FDOT) Standard Section 347.

Incorporate "Coral Gables Beige" which is the same color as "Surfside Sand". Colored concrete additive for all sidewalks installed within the public right-of-way. Concrete finish is to be broom finish, medium, with smooth edge finish of a minimum of 4-inches on all joints. Joints are to be spaced at 5 foot intervals.

Concrete is to be stamped with "Coral shell" texture at the discretion of the Public Works Director where approved. Additional shell stone type pavers can be used to compliment the Surfside Sand sidewalk.



MEMORANDUM

ITEM NO. 5E.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Zambelli Fireworks, 4th of July Firework Show Selection and Expenditure Approval**

Town Administration is seeking recommendation from Town Commission for the selection of the 4th of July Firework Show for year 2024.

Fireworks are a paramount showcase of the Town's 4th of July celebration. Ever year, the Town sponsors the firework show using the Tourism Surtax appropriated funding. As a lesson learned of the firework shows of previous years and seeing what other municipalities do to excel their firework performances, an appropriate way to escalate is to implement larger fireworks and a barge which launches the shells from a further away distance (ocean).

Town Administration met with Zambelli Fireworks to request multiple firework show options for 4th of July, 2024. Please refer to the table below for all the show options:

Type of Show	Duration	Shell Size	Cost
Electronic Show with Barge (Option 1)	19-20 Minutes	Size: 3-6 Inches	Barge: \$53,000 Fireworks: \$30,000 Total: \$83,000
Electronic Show with Barge (Option 2)	22 Minutes	Size: 3-8 Inches	Barge: \$53,000 Fireworks: \$45,000 Total: \$98,000
Electronic Show on Beach (No Barge)	17-18 Minutes	Size: 2 - 2.5 Inches	Total: \$24,000

Please note, the barge is a one time non-refundable cost. This means that if weather does not permit for the fireworks launch, the barge will not be refunded. Please refer to **Attachment A** - zambelli 4th of July firework with barge proposal and **Attachment B** - Zambelli 4th of July firework without barge proposal.

Resolution Approving Zambelli Fireworks Display For July 4 2024

Attachment A - Zambelli 4th of July firework with barge proposal

Attachment B - Zambelli 4th of July firework without barge proposal

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING [PROPOSAL A WITH OPTION 1 OR 2] OR [PROPOSAL B] FROM ZAMBELLI FIREWORKS MANUFACTURING CO. FOR ENHANCED FIREWORKS DISPLAY SERVICES FOR THE TOWN'S 2024 FOURTH OF JULY EVENT; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE ANY NECESSARY AGREEMENTS FOR THE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2024, the Town of Surfside ("Town") will host its annual Fourth of July Celebration at the Town Community Center, which concludes with a fireworks show sponsored by the Town (the "2024 Fourth of July Event"); and

WHEREAS, for several years, the Town has contracted with Zambelli Fireworks Manufacturing Co. ("Zambelli") to provide the fireworks display at Fourth of July events and is pleased with Zambelli's performance; and

WHEREAS, on January 10, 2023, the Town Commission adopted Resolution No. 2023-2963, approving and authorizing an agreement with Zambelli for fireworks display services in 2023 and 2024 for a total amount of \$24,000 per each event; and

WHEREAS, the Town desires to enhance the 2024 Fourth of July Event by implementing larger fireworks and/or adding a barge option to launch the fireworks from the ocean; and

WHEREAS, Zambelli has provided a proposal attached hereto as Attachment "A" ("Proposal A") to provide enhanced fireworks display services with two (2) options: Option 1 consists of an electronic show of 19-20 minute duration for a cost of \$30,000, with additional cost of \$53,000 for the barge, for a total of \$83,000; Option 2 consists of an

electronic show of 22 minutes, at a cost of \$45,000, plus the cost of the barge at \$53,000, for a total of \$98,000; and

WHEREAS, Zambelli has provided a second proposal attached hereto as Attachment “B” (“Proposal “B”) to provide enhanced fireworks display services for a duration of 17-18 minutes, without the option of a barge, in the amount of \$24,000; and

WHEREAS, the Town Commission has considered all proposals and desires to approve [Proposal A with Option 1 or Option 2] or [Proposal B] for the enhanced electronic show services for the 2024 Fourth of July Event; and

WHEREAS, the Town Commission desires to waive competitive bidding for the services pursuant to Section 3-12 of the Town’s Code of Ordinances (“Code”) and finds that it is in the best interests of the Town to expeditiously obtain the services and ensure provision of the services for the 2024 Fourth of July Event; and

WHEREAS, pursuant to Section 3-13(7)(c) of the Town’s Code, the Town Commission also finds that the services provided are exempt from the competitive procurement requirements of Chapter 3 of the Town’s Code as the services to be provided are artistic services benefitting the citizens of the Town and the general public; and

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

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

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

Section 2. Approval of Proposal; Authorization to Expend. The Town Commission hereby approves [Proposal A with Option 1 or 2] or [Proposal B] and authorizes the expenditure of funds for such purpose.

Section 3. Authorization. The Town Manager is authorized to negotiate and execute any necessary agreements for the 2024 Fourth of July Event services, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

Section 4. Waiver of Competitive Bidding. The Town Commission waives competitive bidding procedures pursuant to Section 3-12 of the Town Code, upon the recommendation of the Town Manager, and finds that such waiver is in the best interests of the Town in order to expeditiously obtain the services and ensure provision of the services for the 2024 Fourth of July Event. Furthermore, pursuant to Section 3-13(7)(c) of the Town's Code, the Town Commission finds that the services provided by the vendors are exempt from the competitive procurement requirements of Chapter 3 of the Town's Code as the services are artistic services benefitting the citizens of the Town and the general public.

Section 5. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of February, 2024.

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

Zambelli

FIREWORKS

Town of Surfside, Miami Fireworks Display July 4th 2024 Barge Display



Fireworks proposal prepared by Zambelli Fireworks

Morgan Steel

Project Manger

(954)-471-0043

m.steel@zambellifireworks.com

Zambelli

FIREWORKS

Display Overview:

Show Date: July 4th 2024

All inclusive Budget and Duration: Multi Option

Barge-Barge Support supplied by City. \$53,000.00

Beyel Brothers Barge and Construction

Barge to be secured and paid for by the client.

Zambelli will load in at the supplied barge site.

2 day load in – load out.

Option 1 \$30,000 ~ 19-20 Minute High Impact Barge Display shell sizes ~ 3",4",5",6", Electronic firing with Huge Finale

Option 2 \$45,000 ~ 22 Minute High Impact Barge Display ~ Multi Position ~ FireONE Computer fired display ~ Choreographed to music ~ 3",4",5",6",8"! Extended Finale ~

These will be gorgeous displays choreographed and fired using FireOne Electronic firing
(This is same system used throughout Disney Parks)

Attached video links in email for display examples

<https://vimeo.com/manage/videos/861292247>

<https://www.youtube.com/watch?v=mM3Xcrje1yk>

Location and Time: SurfSide Beach Miami

Zambelli

FIREWORKS

One of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employs over 48 full-time employees and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 120 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy in 1893.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Zambelli Fireworks has always been on the cutting-edge of show design and introducing new technology in fireworks presentations. The company was an early adopter of both electric and computer-fired displays and helped design systems for optimal usage. Today more than 2,000 shows are displayed annually using the most up-to-date technology and firing equipment

Zambelli

FIREWORKS

Professionalism, Honesty and Integrity – Core Zambelli Principles.

One reason Zambelli Fireworks has been very successful for generations is professionalism and operating a company environment with the utmost in honesty and integrity. When promises are made, regardless of in writing or verbally, the company stands by them 100%. Our proposals reflect what we deliver. The business and operational team strive to deliver the best customer service in the fireworks industry.

There's a tremendous dedication to technician training to ensure the safest display with the highest quality production.

All of Zambelli's display technicians have attended extensive training programs and have met all of the rigid safety procedures. One main goal is to exceed both state and federal safety requirements. The company offers a number of different training courses with extensive classroom and hands-on training per year. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW.

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

More than 2,000 satisfied clients every year cannot be wrong.

Clients love to talk about their Zambelli experience. We highly encourage you to reach out to our clients to discuss their experience with customer service, show design and quality, professionalism of the staff and technicians, and their overall satisfaction with Zambelli Fireworks.

Zambelli

FIREWORKS

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Bradenton Marauders, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Bradenton River Regatta, Carnival in the Sky – Immokalee, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, Siesta Key July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

Zambelli

FIREWORKS

Zambelli Fireworks performs more than 2,000 displays annually. More than 250 of those displays are fully choreographed, pyro-musicals. Numerous displays include closely working with radio stations for the musical playback and coordination.

The key to success with musical displays played on the radio stations is communication before the event. Our team needs to know if there are any radio station delays built into their over-the-air broadcasts, what cues are needed for the playback, are there any compression issues, what format do they need the audio files in for playback, etc.

Charter Member of the American Pyrotechnic Association (APA)

Member of the Pyrotechnic Guild International (PGI)

Association Partner of the International Festivals and Events Association (IFEA)

Major Partner of the International Association of Festivals and Events (IAFE)

Member of the International Association of Amusement Parks and Attractions (IAAPA)

Member/Supporter of numerous state Fairs and Festivals Associations

Founding Member Florida Festivals & Event Association

Zambelli

FIREWORKS

Licenses

Please see the Zambelli Fireworks ATF license attached. Also attached is the DOT license to transport display fireworks. The State of Florida does not require or provide a license to display fireworks.

1. Insurance

Zambelli Fireworks currently uses Allied Specialty Insurance Co. Our company provides the largest coverage available within the fireworks industry with a \$10 million general liability policy. The policy is a per incident policy for full, maximum coverage. Please see the attached sample insurance certificate

Danielle Fredrickson

Senior Customer Service Manager

561-395-0955

daniellefredrickson@zambellifireworks.com

Danielle works behind the scenes to make every aspect of the fireworks display logistics come together. She has an in-depth knowledge of the permitting process and will work closely with the City to make sure all paperwork is in order and maintained correctly. Danielle will be the lead in permitting, site maps, contracts, invoicing, and helping with any day to day communication.

The State of Florida does not provide a licensing program. All Zambelli Fireworks technicians are required to attend continuing educational classes provided free by Zambelli Fireworks Safety Managers.

Zambelli

FIREWORKS

Zambelli Fireworks meets and exceeds the minimum requirements set forth in NPFA 1123 and for Section 24-81. The company produces more than 2,000 displays annually, numerous on wooden pier structures and barges.

1. City of Naples July 4th and NYE, 2004 – present (10+ displays) **Pier & Barge**
Mike Leslie
2. City of Delray Beach July 4th, 2013 – present, **Barge Display**
Stephanie Immelman (561) 322-5578 simmelman@delraybeach.com
3. Town of Lantana July 4th, 1995 – present, **Barge Display**
Nadine Shawah (561) 540-5754 nshawah@lantana.org
4. City of Pompano Beach July 4th, 2017-2018, **Pier and Barge Displays**
Kate Belcher (954) 786-4575 Kate.Belcher@copbfl.com
5. City of Boynton Beach July 4th, 2013 – present, **Barge Display**
Kathy Cline (561) 742-6601 ClineK@bbfl.us
6. City of Green Cove Springs, Memorial Day , 2001 – present, **Barge Display**
Kimberly Thomas (904) 297-7500 kthomas@greencovesprings.com
7. City of Deerfield Beach February & July 4th, 2010 – present, **Pier Display**
Cassi Waren (954) 571-4583 cwaren@deerfield-beach.com
8. City of Greenacres July 4th, 1995 – present
Michele Thompson (561) 642-2180 mthompson@grenacresfl.gov
9. Marina Jack, Sarasota July 4th & NYE, 2008 – present
Tom DeLong (941) 365-4232 TDeLong@suntex.com
10. South Seas Island Resort July 4th, 2014 – present
Rhonda Decherd (239) 472-7576 rdecherd@southseas.com



Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

Duration 45 seconds

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Duration 18-20 minutes minimum

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2"

Zambelli

FIREWORKS

GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 600 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Duration – 60 to 90 seconds

TOTAL DURATION 20-21 minutes minimum

Zambelli

FIREWORKS

Shell List Option 1

MATERIAL LIST

July 4, 2024

SHELL DESCRIPTION

Opening

3 Inch Assorted Finale Shells	60
4 Inch Assorted Finale Shells	16
5 Inch Assorted Finale Shells	6
3 Inch Salutes (Loud flash and boom)	30

Body

4 Inch Assorted Shells	180
5 Inch Assorted Shells	150
6 Inch Assorted Shells	52
8 Inch Assorted Shells	6

Finale

3 Inch Assorted Finale Shells	360
4 Inch Assorted Finale Shells	80
3 Inch Salutes (Loud flash and boom)	50
5 Inch Assorted Finale Shells	40
6 Inch Assorted Finale Shells	24

Multi shot Devices- Totaling 1850

Zambelli

FIREWORKS

Products:

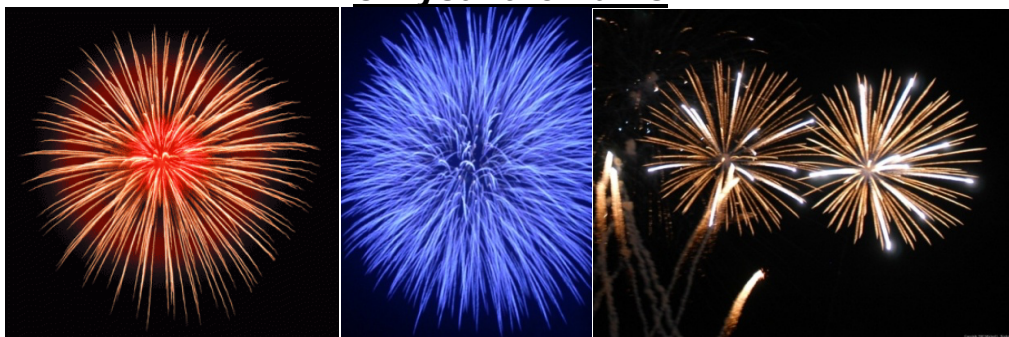
Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2018 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

Shell Descriptions

Listed below are a small sampling of the various shells and effects available for your display, in addition to many others that will be included from our vast inventory.

Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Blooming Silvery Chrys
White Twinkling Chrys.
Red, White and Blue Chrys

Glitter Silver to Red Chrys
Green to Purple Chrys
Multi-Color Chrys

Gold Wave to Red/Blue
Varied Colorful Flowers
Silver and Gold Chrys

Zambelli

FIREWORKS

Spangle Chrys. w/rising tails
Variegated Rainbow Chrys

Silver to Purple Chrys
Multi-Color Chrys to Popping Flowers

Purple with White Pistil

Peonies



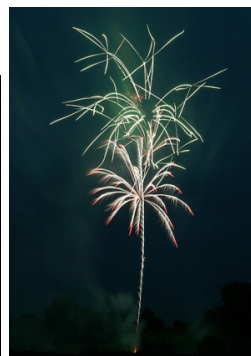
Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

White Peony
Multi-Colored Peony
Purple w/Gold Palm
Variegated (rainbow)
Glittering Peony

Blue Peony w/Blue Palm Tree
Yellow Peony
Red to Blue Peony
White Peony w/Blue Pistil
Silver to Red Peony

Silver Wave to Purple
Green w/Gold Palm Tree
White Peony w/Blue Pistil
Red, White and Blue
Silver to Blue Peony

Crossettes



Description: A crosssette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes
Silver Crossettes
Crackling Crossettes
Red to Green Crossettes
Blue Crossette Palm Tree

Green to Blue Crossettes
Variegated Rainbow Crossettes
Purple and White Crossettes
Purple Crown Royal Crossettes
Rainbow Crossettes w/red Tails

Red to Blue Crossettes
Gold Rain Crossettes
White Flutter Crossettes
Gold Flutter Crossettes
Red Crossette Palm Tree

Zambelli

FIREWORKS

Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Long Duration Red Falling Leaves
 Twilight Glitter w/Purple
 Brocade Crown to Purple
 Variegated Falling Leaves
 Pixie Dust Willows

Ultra-Long Duration Gold Kamuro
 Twilight Glitter w/Red
 Brocade Crown to Red
 Purple Falling Leaves
 White Poca Shells

Brocade Crowns
 Long Duration Kamuro
 Super Brocade Crowns
 Gold Poca Shells

Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
 Red Dahlia w/Pistil
 Pink Dahlia
 Blue Strobe Dahlia
 Variegated Dalia

Blue Dahlias w/Pistil
 Yellow Dahlia w/Pistil
 Silver Dahlia
 Red Strobe Dahlia
 White Dahlia w/Red Tips

Green Dahlia w/Pistil
 Red and Blue Dahlia
 Gold Strobe Dahlia
 Purple Strobe Dahlia
 Lemon Dahlia

Zambelli

FIREWORKS

Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Green to Blue Crossette Rings
 Half White Half Purple Ring
 Green to Purple Ring
 Triple Rings w/scattering stars
 Crackling Palm Trees

Red Palm Trees
 Red Hearts
 Jelly Fish Pattern
 Octopus Shells
 White/Red Bowtie in Ring

Blue Palm Trees
 Triple Rings
 Meteor Rings
 Saturn Rings
 Saturn Blasts

Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
 Aluminum King Shells
 Large Silver Whirls (Serpents)
 Trees of Many Colors
 Red, White, Blue Dragon Eggs

Blue Bees
 Peacock Plume
 Blue and Red Spiders
 Thousands of Gold Waves
 Gold Sparkling Kamikazes

Horsetails
 Treasure Chests
 Kaleidoscopes
 Red Shell of Shells
 Popping Flowers

Zambelli

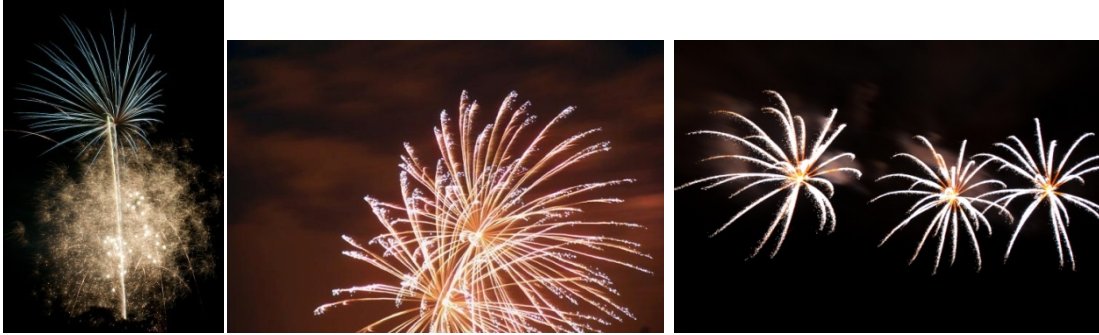
FIREWORKS

Thousands of Gold Waves
Red, White, Blue Dragon Eggs

Thousands of Red Waves
Silver and Purple Strobes

Tourbillions

Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Whistles

Crackling Coconut Trees
Twice Crackling Rain
Green Crackling Flowers

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Tourbillion w/Reports
Artillery Titanium

Diamond Screamers
Crackling Double Rings
Blue Crackling Spiders
Blue Crackling Flowers
Thundering Tourbillions

Zambelli

FIREWORKS

Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are a just a few examples of the various types and designs that will be used in your display.

35 Shot White Flitter Comet Box
35 Shot Red Crossette Fan Box
35 Shot Thunder Tourbillion Fan Box
35 Shot Dragon Eggs w/Tails
36 Shot Silver Fish with Tourbillion
36 Shot Assorted Colorful Falling Leaves
36 Shot Gold Twinkling Kamuro Box
36 Shot Red and Blue Crossettes
49 Shot Red and Silver Moons
49 Shot Red Crackling Tails
49 Shot Silver Crossettes
49 Shot Red and Green Crossettes
100 Shot Hammer Boxes
100 Shot Brocade Crowns
100 Shot Blue Crossettes with Tails
100 Shot Variegated Peonies
136 Shot W Shape Purple Kamuro

119 Shot Rapid Fired Gold Comets
192 Shot Fast Pearl Zippers
96 Shot Peacock Tails
140 Shot Silver Rain
80 Shot V-Shape Silver Coconuts
80 Shot V-Shape Rainbow Chrys.
200 Shot Whistling Comets
70 Shot Z-Shape Midnight Snow
400 Shot V Shape Rapid Fire Box
408 Shot Zipper Rapid Fire Box
300 Shot Finale Comet Box
665 Shot Silver Barriers
Angle Wipe Devices – (various angles)
Zipper Curtain Devices
Zipper Chase Devices
Fan Chase Devices
136 Shot W-Shape Silver to Green

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FIREWORKS

300 Shot 8 Shape White Strobe
372 Shot W-Shape Golden Willow

300 Shot 8 Shape Red Pear Comets
408 Shot Z Shape Lime Green Pearl

Zambelli

FIREWORKS

Fireworks Proposal Town of Surfside, FL July 4th, 2024



Zambelli Fireworks
Morgan Steel- Project Manager
954-471-0043

Zambelli

FIREWORKS
Boca Raton, Florida

FIREWORKS PROPOSAL

Show Date: July 4; 2024

All inclusive Budget and Duration: \$24,000, 17-18 minute
Electronically fired display

5pm Site access on the afternoon of July 3rd will be required for electronic fire setup. Racks will be set and secured along with plastic covering.

Location: 9301 Collins Ave- Surfside, FL

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: 50% deposit at signing of the contract. Balance due at completion of each display, as invoiced by Zambelli

Zambelli

FIREWORKS

Detailed Plan For the Fireworks Display

Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention...”The show has just begun!” The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night’s air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It’s about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until.... **14-16 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **30-45 seconds.**

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FIREWORKS

Shell Listings by Segment

Opening:

40- 2 inch color finale shells
20- 2 inch Salute finale shells
150 – Shot Finale box 1.5”-2”

Body:

200- 2 inch assorted colors and effects
120- Flights (pairs)2.5 inch assorted colors and effects
30- Multi shot devices totaling 2900 shots
8- 25 (200 shots) 2” Barrage boxes with assorted RWB effects
1 – 372 shot Z box

Grand Finale:

400- 2 inch color finale shells
40- 2inch salute finale shells
150- 150 – Shot Finale box 1.5”-2”
1 – 408 Shot W zipper box

Total aerial shells and Effects 5120

Zambelli

FIREWORKS

Company Experience

Various Amusement Parks/Theme Parks

Cedar Point, *Sandusky, OH.*
Carowinds, *Rock Hill, SC.*
Hershey Park, *Hershey, PA.*
Kings Island, *Mason, OH.*
Elitch Gardens, *Denver, CO.*

Kings Dominion, *Doswell, VA.*
Dorney Park/WildWater, *Allentown, PA.*
Great America Park, *San Francisco, CA.*
Waldameer Water Park, *Erie, PA.*
Valley Fair Amusement, *Shakopee, MN.*

State Fairs, Festivals and Celebrations

Thunder Over Louisville/Kentucky Derby Festival
Target Fireworks/ Minneapolis Aquatennial Celebration
Target Fireworks/Detroit Parade Company Fireworks
Gasparilla Pirate Festival (Children's Parade), *Tampa, FL.*
Pittsburgh 250th Anniversary (display from 17 various downtown locations)
Numerous First Night New Year's Eve Celebrations
Florida State Fair
North Carolina State Fair
West Virginia State Fair
Macon Cherry Blossom Festival

Sports Franchises and Venues

Detroit Tigers
Pittsburgh Pirates
Colorado Rockies
St. Louis Cardinals
Tampa Bay Rays
Washington Redskins
Pittsburgh Steelers
Florida Atlantic University
Atlanta Motor Speedway

Pittsburgh Penguins
Pro Bull Riding (PBR)
Professional Roughstock Series
Clemson University
University of Pittsburgh
University of Miami
Florida International University
Sports Authority Field (Denver)
Indy 500 Festival

More than 15 Minor League Baseball teams.

Zambelli

FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

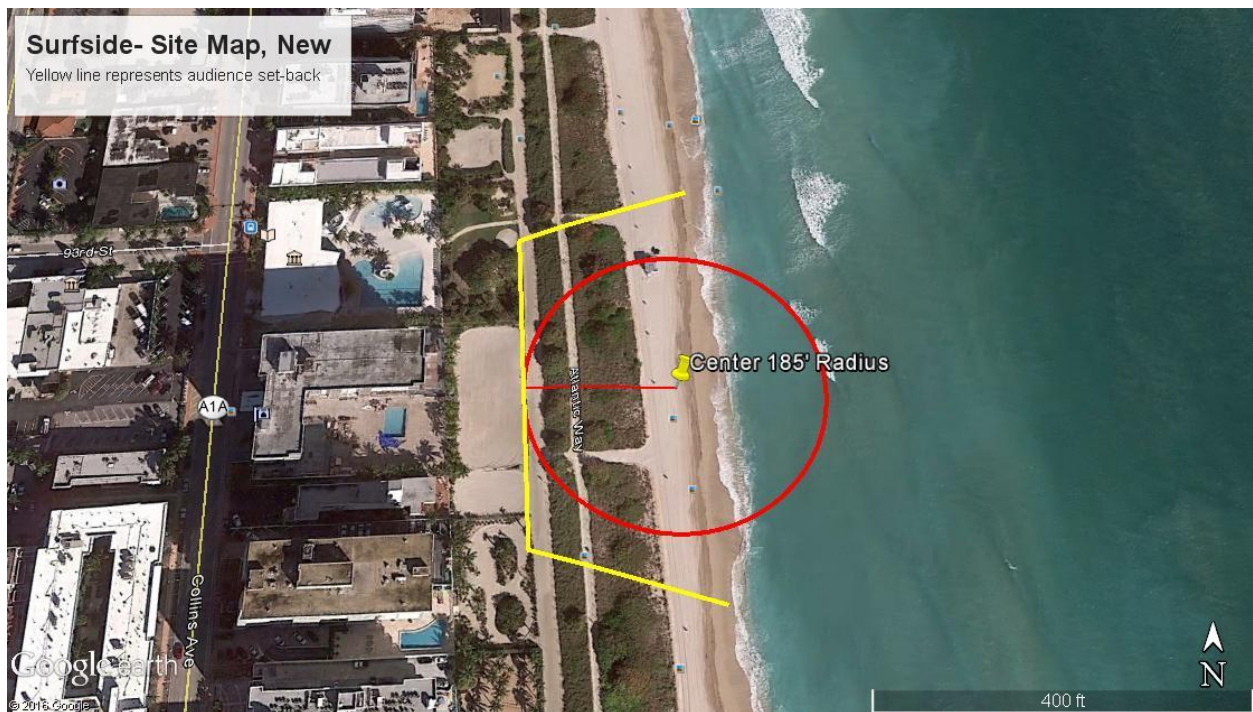
Morgan Steel

Project Manager/ Sales/
Certified Technician

Cell: 954-471-0043

m.steel@zambellifireworks.com

Proposed Launch Site





MEMORANDUM

ITEM NO. 5F.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Town Manager
Date: February 13, 2024
Subject: **Establishment of the Surfside Youth Council**

Town administration is recommending the Town Commission approve a resolution that creates the Surfside Youth Counsel as a Town Manager Committee.

During the January 2024 Town Commission meeting, the Town Commission motioned to move forward with creating a Youth Council and tasked the Town Attorney to work with the Town Manager and Mayor to draft a resolution to bring back to the Commission. Per direction, the resolution provided with this agenda was put together as the first step to establishing the council. The recommendation is that the Youth Council is a committee of the Town Manager i a fact-finding and Informational capacity in order to mitigate impacts that may be caused by a committee that reports to a Commission and the additional regulations required to be consistent with the Sunshine and Public Records Laws. Pending coordination includes:

- Establishing an application process
- Creating charter documents and rules of operation for the council
 - Organization
 - Composition and Qualifications
 - Applications and Appointments
 - Meeting frequency
 - Commission Liaison
 - Mission Statement and Objective
 - Coordinating and reporting functions with the Town Commission.

The Town is recommending that the first Surfside Youth Council commences with the 2024/2025 scholastic school year.

[Resolution Establishing Youth Council Committee \(Fact-Finding\)](#)

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ESTABLISHING THE SURFSIDE YOUTH COUNCIL; ADOPTING THE COUNCIL'S CHARTER AND ORGANIZATIONAL STRUCTURE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires to establish the Surfside Youth Council (the "Council") as a continuing committee that will gather information relating to issues of special interest to the Town's youth and serve as a liaison between the young residents of Surfside and the Town and engaging their input in local activities and legislative matters, all as further detailed in the Council's Charter attached hereto as Exhibit "A"; and

WHEREAS, the Council can inject ideas and youth perspectives into the local decision-making process, and promote regular and active civic engagement among Surfside youths, which is important to provide the knowledge, skills and abilities to the next generation of local leaders; and

WHEREAS, each member of the Town Commission shall appoint one high school student that resides within the Town to the Council; and

WHEREAS, the Council shall serve in a fact-finding and informational capacity that reports to the Town Manager and Commission liaison; and

WHEREAS, the Town Commission finds that the establishment of the Council is in the best interest and welfare of the Town and its residents.

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

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

Section 2. Establishment of Council. The Town Commission hereby establishes the Council as a continuing committee of the Town Manager that will serve in a fact-finding and informational capacity to the Town in accordance with the Council Charter attached hereto as Exhibit "A."

Section 3. Council Charter; Organization. The Town Commission hereby approves and adopts the Council's Charter attached hereto as Exhibit "A." The Charter may be amended by the Town Commission, from time to time, as deemed prudent or necessary.

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Council and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of February, 2024.

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

Exhibit “A”

SURFSIDE YOUTH COUNCIL

The Town of Surfside (“Town”) Youth Council (“Council”) Charter establishes the objectives, goals, and purposes of the Council as a fact-finding committee of the Town Manager, and the organizational structure of the Council.

- A. **Purpose.** The purpose of the Council is to assist the Town in gathering information relating to issues of special interest for the Town’s youth, to collect feedback and suggestions from students regarding their needs, concerns, and ideas, in order to serve as a representative voice and enhance the Town Commission’s and Administration’s understanding and knowledge of the needs and desires of youth within the Town. The Council may also foster the following:
- i. Encourage community engagement for high school students to get involved in local government, including fellow youth and gather input on community issues.
 - ii. Collaborate with School Clubs and Organizations and establish partnerships with local clubs or organizations to promote and support Town initiatives, events, or community service projects. Implement youth-focused programs and initiatives that align with the goals of the Commission and the Council.
 - iii. Research local issues affecting youth and contribute to developing informed policy recommendations. Stay informed about national and regional trends to ensure the Town remains adaptive to evolving challenges and opportunities.
 - iv. Gather information on resolutions and legislation by the Town, newsletters, community service initiatives, host speakers on topics to assist with college prep, mock interviews for job interview training, etc.
 - v. Representatives encourage and facilitate higher levels of civic engagement among high school students, which can lead to increased attendance at Town meetings, participation in community service projects, and a generally more informed and active youth population.
 - vi. Provide a channel for the Town government to understand the younger demographic's perspectives, needs, and concerns. This input is valuable when planning policies or initiatives that impact the youth directly.
 - vii. Build relationships with school administrators, local government officials, and community leaders, which can be valuable for future endeavors.

viii. Demonstrate a commitment to inclusivity, diversity, and well-being of all residents, contributing to a positive community image.

- B. **Objectives.** The Committee shall serve in a fact-finding and informational capacity and shall gather and present information relating to issues of special interest to the Town's youth as directed by the Town Commission and Administration. In performing its duties, the Council shall not issue advisory recommendations or engage in other decision-making functions.
- C. **Composition and Qualifications.** The Committee shall consist of six (6) high school (Grades 9-12) students who are Surfside residents. Council members shall be current students in High School and shall not be older than 18 years old.
- D. **Applications/Appointments.** Applications to the Council shall be made in the summer before (May-June) appointment, and the term shall be for the annual school term thereafter (August to August). Applications and membership in the Council shall require parental consent. Each Town Commissioner shall appoint one member to the Council. Council members shall serve for a term that runs concurrently with the then current school year (August to August).
- E. **Organization.** The Committee shall be a fact-finding and informational committee of the Town. The Committee shall meet monthly during the school year and/or as directed by the Town for the purposes of gathering information on specific topics relating to issues of special interest of the Town's youth. Any member that fails to attend three (3) regularly scheduled meetings in any one school year may be removed from the Council and the Town Commission shall be provided notice of such vacancy.
- F. **Commission Liaison.** The Commission shall annually appoint its liaison to the Council, which shall report to the Commission on the Council's activities on a regular basis.
- G. **No Applicability of Sunshine Law and Public Records Law.** As a fact-finding and informational committee of the Town Manager, the Council shall not be subject to Florida's Sunshine Laws and Public Records Laws.



MEMORANDUM

ITEM NO. 5G.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **96th Street Park Sidewalk Extension Using Municipal Transportation Fund (CITT)**

The Town Administration recommends that the Town Commission approve a budget not-to-exceed \$40,000 with Sariol Redero, Inc. for Phase One of sidewalk improvements on Bay Drive, from 96th Street to 95th Street.

In an effort to create a safer walking environment for pedestrians, especially along the Bay Drive corridor, where children walk to school, the Town is proposing the construction of a new sidewalk on Bay Drive, extending from 96th Street to 95th Street, in conjunction with the development of the 96th Street Park. The sidewalk will be installed on the west side of Bay Drive, where there are minimal conflicts. Additionally, to enhance pedestrian connectivity and alleviate congestion in this heavily used corridor for both pedestrians and vehicles, an additional sidewalk will be proposed on 95th Street, running from Bay Drive to Abbott Avenue. Please refer to **Attachment A - Drawings** for a detailed overview of the project.

The Town Administration plans to divide the project into two phases:

Phase One - Bay Drive
Phase Two - 95th Street

As part of the approved fiscal year 2024 budget, the Town has allocated \$45,000 for the construction of new sidewalks, with funding coming from the Municipal Transportation Fund (CITT). The Town obtained three price quotes for the scope of work associated with Phase One and determined that Sariol Redero, Inc. submitted the lowest bid, totaling \$36,781.71. Additional details can be found in **Attachment B - Proposals**.

The project will have a budget of \$40,000, allowing for additional contingency funds if required for successful completion. Town Administration aims to commence the work concurrently with the 96th Street Project construction, with an expected start date in February 2024.

Attachment A - Drawing

Attachment B - Proposals

Reso Approving Quote and Construction Contract - Sariol Redero - Bay Drive Sidewalk Project

Exhibit A - Contractor's Quote

Construction Contract - Sariol Redero - Ph 1 Bay Drive 95th 96th Street Project



Estimate

Date: 01/23/2024

Bay Dr. 95th to 96th sidewalk.

Description	Price
Machine, Truck & Operator	\$5,630.00
Concrete & Color	\$19,451.71
Labor,form & finish	\$11,700.00
TOTAL	\$36,781.71

Note:We rent the cabber and you lend us the Bobcat.

We'll put the truck and you'll put the rubble in it..

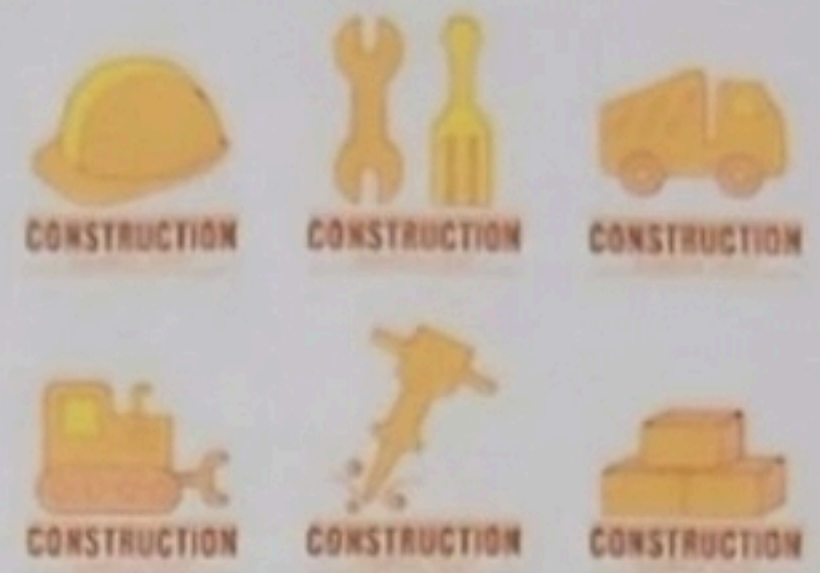
Keeping these details in mind, this is the price per finished job.

Thank you for your business!

If you have any questions concerning this invoice, use the following contact information:
Contact Oscar Sariol, 305-676-1936, Sariol1321@gmail.com

INVOICE

OMS CONCRETE AND FINISH



DATE

1/25/2024

INVOICE NO

001

OMS CONCRETE & FINISH INC

15501 SW 296th St
Homestead FL 33033

Phone

786-246-4261

INVOICE TO

Bay Dr. 95th to 96th sidewalk.

DESCRIPTION

PRICE

Truck, machine and operator	\$6,970.00
Concrete and color	\$22,574.00
Form and finish	\$18,950.00

Subtotal
Sales Tax

Total **\$48,494.00**



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 # 200677

DATE 02/05/2024

CONCRETE SIDEWALK PROJECT

Labor	3,000	19.49	58,470.00
600 LNFT x 5 WIDE base of FDOT standard 347. Total SQFT 3,000/60 Cubic Yard			

1. DEMOLITION
2. PREPARED SUBGRADE
3. COMPACTION
4. METAL FORM
5. EXPANSION JOINT
6. CONCRETE
7. CONCRETE COLOR
8. CONCRETE CURB BY PLANS
9. DETECTABLE WARNING TRUNCATED DOME
10. 6" CLASS A CEMENT CONCRETE, LIGHT BROOM FINISH

Design specifications shall be in accordance with the engineering standards, including required accessibility in accordance with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG). Code 127.35(B)

	SUBTOTAL	58,470.00
	TAX	0.00
	TOTAL	\$58,470.00

Accepted By

Accepted Date

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION WITH SARIOL REDERO INC. FOR PHASE ONE OF THE BAY DRIVE AND 96TH STREET TO 95TH STREET SIDEWALK IMPROVEMENTS PROJECT; AUTHORIZING EXPENDITURE OF FUNDS; FINDING THAT THE PROJECT IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS CONTRACT FOR PUBLIC IMPROVEMENTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) desires to construct new sidewalks as part of Phase One of the Bay Drive and 96th Street to 95th Street Sidewalk Improvements Project (the “Project”); and

WHEREAS, Town Staff solicited quotes for construction of the Project; and

WHEREAS, Sariol Redero Inc. (the “Contractor”) submitted the lowest quote, attached hereto as Exhibit “A” (the “Quote”), for construction of the Project in the amount of \$36,781.71; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town Code, public works contracts for public improvements or services relating to Town infrastructure are exempt from competitive bidding; and

WHEREAS, the Town Administration has requested authorization for the expenditure of funds in the amount of \$36,781.71 plus an additional expenditure of \$3,128.29 as contingency funds, for a total amount not to exceed \$40,000.00; and

WHEREAS, the Town Commission desires to approve the Contractor’s Quote, attached hereto as Exhibit “A,” and authorize the Town manager to negotiate and execute

a contract for construction, in substantially the form attached hereto as Exhibit “B” (the “Contract”), with the Contractor for construction of the Project in an amount not to exceed \$40,000.00; and

WHEREAS, the Town Commission finds that the Contract for construction of the Project 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. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Contract; Exemption from Competitive Bidding. The Contractor’s Quote, attached hereto as Exhibit “A,” and the Contract, in substantially the form attached hereto as Exhibit “B,” with the Contractor for construction of the Project is hereby approved. Pursuant to Sections 3-13 (7)f of the Town’s Code, the Town Commission finds that the Project is exempt from competitive bidding.

Section 3. Authorization for Contract. The Town Manager is hereby authorized to negotiate and execute the Contract, in substantially the form attached hereto as Exhibit “B,” subject to the final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend budgeted funds in an amount not to exceed \$40,000 for the Contract.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of February, 2024.

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



Estimate

Date: 01/23/2024

Bay Dr. 95th to 96th sidewalk.

Description	Price
Machine, Truck & Operator	\$5,630.00
Concrete & Color	\$19,451.71
Labor,form & finish	\$11,700.00
TOTAL	\$36,781.71

Note:We rent the cabber and you lend us the Bobcat.

We'll put the truck and you'll put the rubble in it..

Keeping these details in mind, this is the price per finished job.

Thank you for your business!

If you have any questions concerning this invoice, use the following contact information:
Contact Oscar Sariol, 305-676-1936, Sariol1321@gmail.com

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made effective as of the ___ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Town"), and **SARIOL REDERO INC.**, a Florida for-profit corporation, (hereinafter, the "Contractor").

WHEREAS, the Town desires to construct new sidewalks as part of Phase One of the Bay Drive and 96th Street to 95th Street Sidewalk Improvements Project (the "Project"); and

WHEREAS, the Contractor submitted a Quote, attached hereto as Exhibit "A," to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the work necessary for construction of the Project (the "Work"); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Work for construction of the Project; and

WHEREAS, the Town desires to engage the Contractor to perform the Work for construction of the Project and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications for the following Project:

PHASE ONE OF THE BAY DRIVE AND 96TH STREET TO 95TH STREET SIDEWALK IMPROVEMENTS PROJECT

and in accordance with the Quote attached hereto as Exhibit "A," which Quote is incorporated herein by reference and made a part of this Contract.

ARTICLE 2

CONTRACT TIME

- 2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Town Engineer. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.
- 2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within **thirty (30) calendar days** from the date specified in the Notice to Proceed ("Substantial Completion"). Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. The Work shall be fully completed in accord with the Contract Documents within **fifteen (15) calendar days** from the date certified by the Town as the date of Substantial Completion ("Final Completion") and on the date agreed to by the Town when all Work has been completed in accordance with the Contract Documents.
- 2.3 Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to Town the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 2.2 above for Substantial Completion. After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified in Section 2.2 above for final completion and readiness for final payment, Contractor shall pay to Town the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 2.2 for final completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.
- 2.4 Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

ARTICLE 3

CONTRACT PRICE

- 3.1 The Town shall pay the Contractor in an amount not to exceed **\$36,781.71** for the performance of the Work for the Project in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment and costs, including

overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Town for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.2 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

3.3 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price and Retainage as recommended by the Town's Project Consultant. Final payment is contingent upon receipt by Town from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

- 3.4** This Contract is subject to the condition precedents that: (i) Town funds are available and budgeted for the Contract Price; (ii) the Town secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Town Council relative to the Project; and (iii) Town Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

- 4.1** The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), any and all drawings, plans and specifications approved by Town (including the Plans), the bidding documents or procurement documents for the Project, the Contractor's bid or proposal for the Project, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.
- 4.2** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3** The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

ARTICLE 5

INDEMNIFICATION

- 5.1** Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses,

suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 Insurance. Contractor shall secure and maintain throughout the duration of this Contract 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 Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. 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 insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

(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 Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the

Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(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 Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(e) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, 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 Contract and shall state that such insurance is as required by this Contract. 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 Work, 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.

(f) **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(g) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible

for the payment of any deductible or self-insured retentions in the event of any claim.

(h) The provisions of this section shall survive termination of this Contract.

6.2 Bonds. [OMITTED]

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and

furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 **Anti-Discrimination:** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 **Anti-Kickback:** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Town. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project.

ARTICLE 8

DEFAULT AND TERMINATION

- 8.1** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.
- 8.2** This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

9.2 **Contractor's Responsibility for Damages and Accidents:**

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

9.3 **Defective Work. Warranty and Guarantee:**

9.3.1 Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Engineer, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor

might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work.**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law. Unless authorized by the Town otherwise, the Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

9.5 **Ownership and Access to Records and Audits.**

9.5.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.5.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

9.5.3 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.5.4 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.

9.5.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all **duplicate public records that are exempt or confidential and exempt from** public records disclosure requirements.

9.5.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.5.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

9.5.8 **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCreedy, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccreedy@townofsurfsidefl.gov

9.6 **No Damages for Delay:**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising

because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Town, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Town.

9.7 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a competent, authorized representative (“Authorized Representative”) acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project Towns, superintendents and supervisors for the Project are all subject to prior and continuous approval of Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to Town, Contractor shall replace the unacceptable personnel with personnel acceptable to Town.

9.8 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9 **Utilities.**

Contractor shall, at its expense, locate all utilities in the Work area, in accordance with all requirements of applicable law. Contractor shall further arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this

Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subContractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subContractors performing Work comply with the foregoing safety requirements.

9.11 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

9.12 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.13 **Public Entity Crimes Affidavit**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.14 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.15 **Independent Contractor.**

The Contractor is an independent Contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.16 **Payment to Sub-Contractors.**

Certification of Payment to SubContractors: The term “subContractor”, as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subContractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subContractors within 30 days after the subContractor’s work is satisfactorily complete and accepted by the Town.

9.17 **Liens.**

Contractor shall not permit any mechanic’s, laborer’s or materialmen’s lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town’s reasonable attorneys’ fees and costs incurred in connection therewith.

9.18 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19 **Waiver of Jury Trial.**

Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

9.20 **Prevailing Party; Attorneys' Fees.**

In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.21 **Notices/Authorized Representatives.**

Any notices required by this Contract 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 Contract or such other address as the party may have designated by proper notice.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific: None

**[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

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

EXHIBIT A
CONTRACTOR'S QUOTE



Estimate

Date: 01/23/2024

Bay Dr. 95th to 96th sidewalk.

Description	Price
Machine, Truck & Operator	\$5,630.00
Concrete & Color	\$19,451.71
Labor,form & finish	\$11,700.00
TOTAL	\$36,781.71

Note:We rent the cabber and you lend us the Bobcat.

We'll put the truck and you'll put the rubble in it..

Keeping these details in mind, this is the price per finished job.

Thank you for your business!

If you have any questions concerning this invoice, use the following contact information:
Contact Oscar Sariol, 305-676-1936, Sariol1321@gmail.com



MEMORANDUM

ITEM NO. 5H.

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

From: Commissioner Marianne Meisheid

Date: February 13, 2024

Subject: **Request for Information on Mayor Danzinger's Trip to Dubai in October 2022.**

For the Town Commission to find that this resolution is in the best interest and welfare of the Town and its residents.

Mayor Danzinger took a trip to Dubai in October 2022. It is the policy of this State that all State, County, and Municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

[Resolution - Request for Information on Mayor Danzinger's Trip to Dubai in October 2022.](#)

RESOLUTION NO. 2024-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REQUIRING MAYOR DANZINGER TO PROVIDE ALL RECORDS OF RECEIPTS, CONTRIBUTIONS, DONATIONS, EXPENSES, AND MEETING RECORDS RELATED TO HIS VISIT IN DUBAI WITH THE CHAIRMAN OF DAMAC, HUSSEIN SAJWANI; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mayor Shlomo Danzinger met with Chairman Hussein Sajwani, the developer of 8777 Collins Avenue, formally the Champlain Towers South Condominium; and

WHEREAS, this meeting took place in Dubai, UAE, at some expense; and

WHEREAS, the meeting discussed the redevelopment of 8777 Collins Avenue; and

WHEREAS, the meeting as reported in The Miami Herald on January 2023 was to discuss the “City Council’s vision for real estate and architecture in Surfside”; and

WHEREAS, the mayor does not and cannot speak for the Town Commission as a whole; and

WHEREAS, the Town Commission seeks a record of what may or may not have been communicated in its name; and

WHEREAS, FS 119.01(1) expressly states, “It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

WHEREAS, FS 119.011(12) defines “public record” to include “all documents...made or received...in connection with the transaction of official business by any agency”; and

WHEREAS, FS 112.3148 requires reporting of gifts to public officials; and

WHEREAS, several media outlets and individual Surfside residents have made public-records requests for information about the mayor's travel to Dubai; and

WHEREAS, to date the mayor has not honored these public records requests nor otherwise provided records of his travel to Dubai; and

WHEREAS, more than one year has elapsed since this trip and time is of the essence in producing the records; and

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

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

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

Section 2. Requirement. That the Town Commission requires Mayor Danzinger to provide all records of receipts, contributions, donations, expenses, and meeting records (including a complete list of attendees) related to his October 2022 meeting with Chairman Hussein Sajwani in Dubai, UAE, within seven calendar days of adoption of this Resolution.

Section 3. Authorization. That the Town Manager and Town Officials are hereby authorized to take any and all actions in furtherance of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____ .

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVE 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. 5I.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **FPL Underground Electric Facility to Service 96th Street Park and Easement Authorization**

Town Administration is seeking Town Commission approval to expend \$107,733 for the materials and installation of three phase wiring and pad-mounted transformer for 96th Street Park. Additionally, Town Administration is seeking authorization to grant FPL an Easement for accessibility to the transformer.

In order to commission the new building, field lights and playground equipment at 96th Street, three phase electricity is required. The project is nearing the commissioning phase and the Town is coordinating directly with FPL to ensure the final electricity logistics are in order. The park will require three phase power due to the electrical demand of the new building elevator. The first step of the three phase power was already completed when the Town contracted (through Lunacon Construction issued Change Order) for the directional boring of conduit (with no wires inside) per Resolution No. 2023-3242. Additionally, the Town's Public Works Department performed street crossing with an open trench to the existing three phase location within the Town.. Refer to **Attachment A to the memo** - Picture of Work.

Now that the conduit is complete, The last phase entails contracting FPL to complete the cable pull, installation of the pad-mounted transformer and all other required overhead work. FPL will self perform and provide the material for this work as the work involves working under high voltage. Refer to **Attachment A to the resolution** - FPL Invoice and **Attachment B to the memo** - Scope of Work and Correspondence with FPL for the scope of work from FPL. The Town is being invoiced \$107,733 to complete this last step. The Town was able to save over \$100,000 by contracting out for the Directional Boring and completing the trench work in house. If FPL was to have performed this, the offsite electrical scope of work would had cost the Town between \$200,000 and \$300,000.

Once the infrastructure is complete, FPL will need access to the transformer. FPL is requesting an easement for access to the transformer. The easement being requested is in the southeast corner of the 96th Street Park. Refer to **Attachment B To the resolution** - Easement Information. The easement location would grant FPL accessibility for construction,

operation and maintenance of underground electric utility facilities within 96th Street Park. The Town has issued a change order to Lunacon Construction so that site surveyor can finalize a sketch and description of the proposed easement.

[Attachment A - Picture of Work](#)

[Attachment B - Scope of Work and Correspondence with FPL](#)

[Resolution - Authorizing Expenditure of Funds - FPL Electrical Facilities and Easement 96th St Park](#)

[Attachment A - FPL Invoice](#)

[Attachment B - Easement Information](#)

Town of Surfside
Public Works Department
Working on Conduit



Hector Gomez

From: Arcos, Isabella <Isabella.Arcos@fpl.com>
Sent: Wednesday, January 31, 2024 5:13 PM
To: Hector Gomez
Cc: Lily Arango
Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

[NOTICE: This message originated outside of the Town of Surfside -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Good afternoon,

I will move forward with receiving approvals to accept payment afterwards to ensure we can at least start getting the job scheduled and pushed into the construction lead time.

Please feel free to reach out to me with any questions or concerns.

Warm Regards,

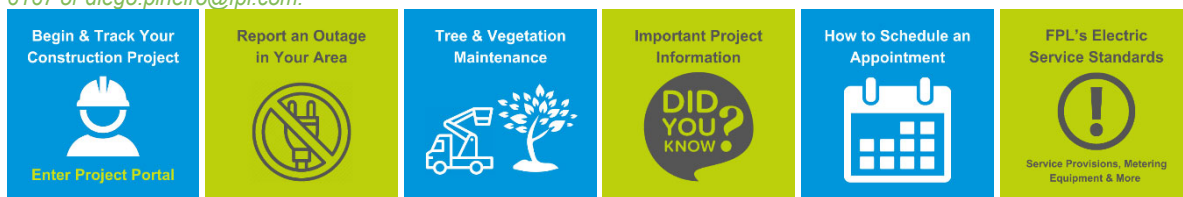
Isabella Arcos

Engineer II
Central Dade Service Center – FPL
122 SW 3rd ST,
Miami, FL 33130
Office: 305-377-6087 Cell: 786-719-0535
Email: Isabella.Arcos@fpl.com



Visit the [FPL Project Portal](#) by visiting the link below to manage your FPL Residential and Commercial construction projects. Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Diego Pineiro at (o) 305-377-6167 or diego.pineiro@fpl.com.



From: Hector Gomez <hgomez@townofsurfsidefl.gov>
Sent: Wednesday, January 31, 2024 4:57 PM
To: Arcos, Isabella <Isabella.Arcos@fpl.com>
Cc: Lily Arango <larango@wsh-law.com>
Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

Isabella

Good afternoon

We are drafting up a resolution for this and easement with our Town Attorney to bring to the February 2024. We will request that FPL authorize a proceed with work with payment upon completion to assist with mitigating our critical path timeline. The funds are budgeted but the expenditure requires Town Commission approval.

Thank you,

Hector Gomez

From: Arcos, Isabella <Isabella.Arcos@fpl.com>
Sent: Wednesday, January 31, 2024 4:49 PM
To: Hector Gomez <hgomez@townofsurfsidefl.gov>
Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

[NOTICE: This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Hector,

It was great speaking with you today.

As per our discussion, the charge in the invoice for \$107,733 is all inclusive for the scope of work to be performed. This includes, the padmounted transformer, the cable to be pulled, the required overhead work, and all labor.

Please feel free to reach out to me with any questions or concerns.

Warm Regards,

Isabella Arcos

Engineer II
Central Dade Service Center – FPL
122 SW 3rd ST,
Miami, FL 33130
Office: 305-377-6087 Cell: 786-719-0535
Email: Isabella.Arcos@fpl.com



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Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Diego Pineiro at (o) 305-377-6167 or diego.pineiro@fpl.com.

<p>Begin & Track Your Construction Project</p> <p>Enter Project Portal</p>	<p>Report an Outage in Your Area</p>	<p>Tree & Vegetation Maintenance</p>	<p>Important Project Information</p>	<p>How to Schedule an Appointment</p>	<p>FPL's Electric Service Standards</p> <p>Service Provisions, Metering Equipment & More</p>
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From: Arcos, Isabella
Sent: Tuesday, January 30, 2024 7:10 PM
To: Ricardo Escobar <rescobar@ardurra.com>; Hector Gomez <hgomez@townofsurfsidefl.gov>

Cc: Maestri, Hector <Hector.Maestri@fpl.com>; Randy Stokes <rstokes@townofsurfsidefl.gov>
Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

Good afternoon,

Please find the invoice for the scope of work attached and payment methods below:

Hello,

Please find the invoice for the requested account, attached. If you receive an error message regarding the invoice or reference numbers not being found, please allow 1 full day from the invoice date and try again.

1. How to mail your payment:
 - a. Make your check or money order payable to FPL in U.S. funds.
 - b. Enclose your payment Quote with the check or money order
 - c. Mail in your payment to address below.

FPL Payment Processing Center
5100 NW 159th St.
Miami Gardens, FL 33014

Expedited/overnight mailing address:

FPL
Attn: PPC Room 2420
9250 West Flagler Street
Miami, FL 33174

Please feel free to reach out to me with any questions or concerns.

Warm Regards,






Isabella Arcos

Engineer II
Central Dade Service Center – FPL
122 SW 3rd ST,
Miami, FL 33130
Office: 305-377-6087 Cell: 786-719-0535
Email: Isabella.Arcos@fpl.com



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Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Diego Pineiro at (o) 305-377-6167 or diego.pineiro@fpl.com.

<p>Begin & Track Your Construction Project</p>  <p>Enter Project Portal</p>	<p>Report an Outage in Your Area</p> 	<p>Tree & Vegetation Maintenance</p> 	<p>Important Project Information</p> 	<p>How to Schedule an Appointment</p> 	<p>FPL's Electric Service Standards</p>  <p>Service Provisions, Metering Equipment & More</p>
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From: Arcos, Isabella
Sent: Wednesday, January 24, 2024 6:37 PM

To: Ricardo Escobar <rescobar@ardurra.com>; Hector Gomez <hgomez@townofsurfsidefl.gov>
Cc: Maestri, Hector <Hector.Maestri@fpl.com>; Randy Stokes <rstokes@townofsurfsidefl.gov>
Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

Good afternoon,

Sorry for the delay, I was out in field meeting yesterday and today.

- Thank you for the as-built
- The invoice is being generated with the billing information below and should be ready by the end of the day tomorrow
- Please find the easement documentation papers attached. The easement for the transformer should include the footprint of the transformer, as well as the clearances on all sides (3ft on all sides and 8ft in the front)

Please feel free to reach out to me with any questions or concerns.

Warm Regards,

Isabella Arcos

Engineer II
Central Dade Service Center – FPL
122 SW 3rd ST,
Miami, FL 33130
Office: 305-377-6087 Cell: 786-719-0535
Email: Isabella.Arcos@fpl.com



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Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Diego Pineiro at (o) 305-377-6167 or diego.pineiro@fpl.com.

<p>Begin & Track Your Construction Project</p> <p>Enter Project Portal</p>	<p>Report an Outage in Your Area</p>	<p>Tree & Vegetation Maintenance</p>	<p>Important Project Information</p>	<p>How to Schedule an Appointment</p>	<p>FPL's Electric Service Standards</p> <p>Service Provisions, Metering Equipment & More</p>
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From: Ricardo Escobar <rescobar@ardurra.com>
Sent: Monday, January 22, 2024 2:56 PM
To: Hector Gomez <hgomez@townofsurfsidefl.gov>; Arcos, Isabella <Isabella.Arcos@fpl.com>
Cc: Maestri, Hector <Hector.Maestri@fpl.com>; Randy Stokes <rstokes@townofsurfsidefl.gov>
Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

Hector/Isabella,

Please see attached As-Built. Please let us know if you have any questions or need anything else.



Ricardo Escobar, PE, CGC

Client Services Manager / Sr. Engineer

O: 786.761.1924 | **M:** 305.305.1643

8600 NW 17th Street, Suite 200, Doral, Florida 33126

REscobar@ardurra.com | www.ardurra.com



From: Hector Gomez <hgomez@townofsurfsidefl.gov>

Sent: Monday, January 22, 2024 2:52 PM

To: Arcos, Isabella <Isabella.Arcos@fpl.com>

Cc: Maestri, Hector <Hector.Maestri@fpl.com>; Randy Stokes <rstokes@townofsurfsidefl.gov>; Ricardo Escobar <rescobar@ardurra.com>

Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

Isabella

Good afternoon

Please send the invoice to:

Hector Gomez

9293 Harding Avenue

Surfside Florida 33154

Please see attached document.

Thanks,

HG

From: Arcos, Isabella <Isabella.Arcos@fpl.com>

Sent: Monday, January 22, 2024 12:15 PM

To: Hector Gomez <hgomez@townofsurfsidefl.gov>

Cc: Maestri, Hector <Hector.Maestri@fpl.com>; Randy Stokes <rstokes@townofsurfsidefl.gov>; Ricardo Escobar <rescobar@ardurra.com>

Subject: RE: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

[NOTICE: This message originated outside of the Town of Surfside -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Good afternoon Hector,

Great news!

When possible, please send us the as-builts of the installed ducts for our records, as well as the recorded easement for the location of the padmounted transformer. Please let me know if you need the easement paperwork.

The design job has been completed for the cable pull and padmounted transformer. The only thing required before release of the payment of the invoice for the cable and the transformer. Per standard, we have applied a credit of 4-

years of estimated revenue to the job. The remainder of the cost would have to be paid in order to push the job into construction. Attached is the current SAP Form that we have on file, please let me know if I can use this information to generate the invoice.

Once the invoice is paid, the job will be released to construction and assigned to a contractor. This process takes approximately 4 -6 weeks, however, I will try to expedite as much as possible on my end.

Please feel free to reach out to me with any questions or concerns.

Warm Regards,

Isabella Arcos

Engineer II
Central Dade Service Center – FPL
122 SW 3rd ST,
Miami, FL 33130
Office: 305-377-6087 Cell: 786-719-0535
Email: Isabella.Arcos@fpl.com



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Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader Diego Pineiro at (o) 305-377-6167 or diego.pineiro@fpl.com.



From: Hector Gomez <hgomez@townofsurfsidefl.gov>

Sent: Friday, January 19, 2024 12:26 PM

To: Arcos, Isabella <Isabella.Arcos@fpl.com>

Cc: Maestri, Hector <Hector.Maestri@fpl.com>; Randy Stokes <rstokes@townofsurfsidefl.gov>; Ricardo Escobar <rescobar@ardurra.com>

Subject: Town of Surfside - 3 Phase Power @ 96th Street Park - Work Complete, pending Power

Isabella

Good afternoon

The Town has finalized the three-phase infrastructure for 96th Street Park. Can we schedule the electrical work by FPL?

Thanks for your help,

Hector Gomez
786-778-1728

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

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RESOLUTION NO. 2024-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$107,733 TO FLORIDA POWER & LIGHT (FPL) FOR ELECTRICAL UTILITY FACILITIES TO SERVICE 96TH STREET PARK; APPROVING AND AUTHORIZING THE GRANTING OF AN EASEMENT TO FPL ON A PORTION OF THE 96TH STREET PARK FOR ELECTRICAL UTILITY FACILITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to commission the new building, field lights and playground equipment at 96th Street Park, three phase electricity is required through contracting with Florida Power & Light (“FPL”) to complete the cable pull, installation of the pad-mounted transformer and all other required utility work (the “Work”); and

WHEREAS, FPL has provided the invoice attached hereto as Attachment “A” for the Work; and

WHEREAS, FPL also requires an easement from the Town to access and service the electrical utility facilities and transformer to be located in the southeast corner of 96th Street Park, which Easement is attached as Attachment “B” (“Easement”), granting FPL accessibility for construction, operation and maintenance of the underground electric facilities and transformer within 96th Street Park; and

WHEREAS, the Town of Surfside (“Town”) Administration is seeking approval and authorization to expend funds in the amount of \$107,733 payable to FPL for the Work; and

WHEREAS, the Town Commission desires to approve the Work and authorize the Town Manager to expend funds for the implementation of the Work in the amount of \$107,733, consistent with the FPL Invoice attached hereto as Attachment “A”; and

WHEREAS, the Town Commission further desires to approve and authorize the Town Manager to grant and execute the Easement to FPL, in substantially the form attached hereto as Attachment “B”, and subject to final approval of the Easement by the Town Manager and Town Attorney as to form, substance, legal description and sufficiency; and

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

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

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

Section 2. Approving and Authorizing Expenditure of Funds. The Town Commission approves and authorizes the expenditure of funds for the Work in the amount of \$107,733, consistent with the FPL Invoice attached hereto as Attachment “A.”

Section 3. Approving and Authorizing Granting of Easement to FPL; Town Manager Authorized to Execute Easement; Recording of Easement. The Town Commission approves and authorizes the Town Manager to grant and execute the Easement to FPL, in substantially the form attached hereto as Attachment “B”, and subject to final approval of the Easement by the Town Manager and Town Attorney as to form, substance, legal description and sufficiency. The Town Manager is further authorized to record the Easement in the public records of Miami-Dade County, Florida.

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all action necessary to implement the Work, Easement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of February, 2024.

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

PAYMENT COUPON

/4115006400553000251517180045069750010773300

HECTOR GOMEZ
9293 HARDING AVE
SURFSIDE FL 33154

Cust. No.: 3000251517 Bill No.: 1800450697	
Payment Due Upon Receipt	Amount Due This Bill \$ 107,733.00
Reference# 1J.D00012848634	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
General Mail Facility
Miami FL 33188-0001

Please retain this portion for your records.

Florida Power & Light Company
Federal Tax Id.#: 59-0247775
Customer Name and Address

Customer Number: 3000251517
Reference Number: 1J.D00012848634
Bill Number: 1800450697
Bill Date: 01/30/2024

HECTOR GOMEZ
9293 HARDING AVE
SURFSIDE FL 33154

CURRENT CHARGES AND CREDITS
Customer No: 3000251517 Bill No: 1800450697

Description	Amount
UG RES FEEDER/9572 BAY DR Reference# 1J.D00012848634	107,733.00
For Inquiries Contact: Isabella Arcos 305 377-6087	Total Amount Due \$107,733.00 Payment Due Upon Receipt

Work Request No. _____
Sec. __, Twp __ S, Rge __ E

EASEMENT (BUSINESS)

This Instrument Prepared By

Parcel I.D. _____
(Maintained by County Appraiser)

Name: _____
Co. Name: _____
Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity name

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

(Witness' Signature)

Print Address: _____

Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:


Notary Public, Signature

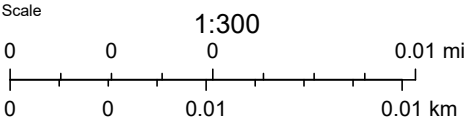
Print Name _____

96th Street Park Easement Location



Date: 1/31/2024

 Proposed easement location





MEMORANDUM

ITEM NO. 5J.

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

From: Hector Gomez, Town Manager

Date: February 13, 2024

Subject: **Abandonment and Vacation of a Portion of Right-of-Way Known as "Bay Drive Bend" Between Harding Avenue and Collins Avenue**

Town Administration is seeking Town Commission approval to formally recognize the vacating of municipal roadway Bay Drive Bend between Harding Avenue and Collins Avenue to property address 8750 Collins Avenue.

As part of the creation of Veterans Park and the Tennis Center, the Town vacated a non-used roadway known as Bay Drive Bend to the Tennis Center property in order to create more land for open space. The Town's formal way of vacating is by resolution which the Town is seeking to accomplish through this agenda item. Refer to **Attachment A to the resolution** - Tennis Center Topographic Survey and **Attachment A to the memo** - 8750 Collins Avenue Appraiser Summary Report for supplemental information.

The Town will seek to retain a professional survey (MARLIN Engineering, Inc.) to draft an official sketch and description of the roadway being vacated.

[Attachment A - 8750 Collins Avenue Appraiser Summary Report](#)

[Resolution - Confirming Vacation of Right-of- Way Bay Drive Bend](#)

[Attachment A - Vacate Sketch \(Non Surveyor\)](#)



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/22/2024

PROPERTY INFORMATION	
Folio	14-2235-005-0500
Property Address	0 , FL
Owner	TOWN OF SURFSIDE
Mailing Address	9293 HARDING AVE SURFSIDE, FL 33154-3009
Primary Zone	3900 MULTI-FAMILY - 38-62 U/A
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	27,482 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$3,435,250	\$3,435,250	\$3,435,250
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$3,435,250	\$3,435,250	\$3,435,250
Assessed Value	\$2,494,835	\$2,268,032	\$2,061,848

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$940,415	\$1,167,218	\$1,373,402
Municipal	Exemption	\$2,494,835	\$2,268,032	\$2,061,848



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$2,494,835	\$2,268,032	\$2,061,848
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$3,435,250	\$3,435,250	\$3,435,250
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$2,494,835	\$2,268,032	\$2,061,848
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$2,494,835	\$2,268,032	\$2,061,848
Taxable Value	\$0	\$0	\$0

SALES INFORMATION

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Previous Sale	Price	OR Book-Page	Qualification Description
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SHORT LEGAL DESCRIPTION
PB 16-44
SECOND AMD PLAT OF NORMANDY BEACH
LOTS 1 THRU 5 BLK 4-A
LOT SIZE 27482 SQUARE FEET

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

RESOLUTION NO. 2024-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CONFIRMING THE ABANDONMENT AND VACATION OF A PORTION OF RIGHT-OF-WAY KNOWN AS "BAY DRIVE BEND" BETWEEN HARDING AVENUE AND COLLINS AVENUE, AS SHOWN ON THE PLAT OF "SECOND AMENDED PLAT OF NORMANDY BEACH" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, AT PAGE 44, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN ATTACHMENTS "A" AND "B"; PROVIDING FOR IMPLEMENTATION; RECORDING AND TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") currently owns Veterans Park/Surfside Tennis Center located at 8750 Collins Avenue, which is comprised of: (i) the parcel legally described as Lots 1-5 of Block 4A, of the Second Amended Plat of Normandy Beach, recorded in Plat Book 16, Page 44, of the Public Records of Miami-Dade County, Florida ("Plat"), with a Folio Identification No. of 14-2235-005-0500 ("Tennis Parcel"); (ii) the unnumbered triangular parcel lying west of Block 4 and east of Block 4A of the Plat, with a Folio Identification No. of 14-2235-005-4190 ("Town Parcel"); and (iii) the previously vacated portion of the public right-of-way shown on the Plat and known as "Bay Drive Bend" between Harding Avenue and Collins Avenue ("Right-of-Way"), which Right-of-Way area is shown and delineated in red on the Survey attached hereto as Attachment "A" with a legal description and sketch attached as Attachment "B" (collectively, the Tennis Center, the Town Parcel and the Right-of-Way referred to as the "Park"); and

WHEREAS, the Town now seeks to confirm the previous vacation and abandonment of the Right-of-Way; and

WHEREAS, the Town Commission hereby confirms its past and current use of the Right-of-Way as part of the Park, and confirms that the Right-of-Way has not been is use and is no longer needed as a right-of-way by the Town or the public, and that it is in the best interests of the Town to confirm the abandonment and vacation of the Right-of-Way; and

WHEREAS, the Town Commission further finds that the Town owns and is in current use of the Tennis Parcel and the Town Parcel, adjacent to the Right-of-Way, and there are no other adjacent parcels or property owners affected or impacted by the proposed vacation and abandonment of the Right-of-Way; and

WHEREAS, public notice was provided in accordance with law, and the Town Commission has determined that the confirmation of the abandonment and vacation of the Right-of-Way is in the best interests of the Town and will not be detrimental to the public health, safety and welfare; and

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

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

Section 2. Confirmation of Abandonment and Vacation of Right-of-Way. The Town Commission hereby confirms the vacation and abandonment of the Right-of-Way, as depicted in Attachment “A”, with a legal description and sketch attached as Attachment “B.”

Section 3. Implementation; Recording in the Public Records of Miami-Dade County, Florida; Transmittal. The Town Manager is hereby authorized to take any and all action necessary to accomplish the vacation and abandonment of the Right-of-Way, including filing a certified copy of this Resolution with the Miami-Dade County Clerk of the Circuit Court, recording this Resolution in the Public Records of Miami-Dade County, Florida, as well as transmitted to the Miami-Dade County Property Appraiser.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of February, 2024.

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 MANAGER'S REPORT

February 13, 2024

I. TOWN DEPARTMENTS

Building Department

A. Customer Self-Service (CSS) Portal – The Building Department and Town IT are collaborating with Tyler Technology consultants to coordinate improvements for online permitting services, specifically for EnerGov and CSS. Tyler Technologies will be offering onsite staff training, which is scheduled for late February or early March. The training on the backend of the portal will allow Town staff to quickly fix any issues as they arise. Building permit technicians are already actively using EnerGov for inspections, and they will also receive tablet training during the upcoming training weeks.

B. The two buildings located at 9309 and 9317 Collins Avenue have been declared unsafe and uninhabitable by the Building Official. The demolition process of the unsafe buildings is ready to commence. Construction Sites Ordinance #22-1720 will be strictly enforced.

C. The Building Department and Planning Department are cross training our Customer Service Representative to guide customers and applicants on permits that primarily involve Planning and Zoning review. This new alliance is also developing a Landscaping Permit for use with and to ensure future new development's compliance with our Town Landscape Code.

D. Building Department permit and inspection numbers as of January 29, 2024, are as follows:

- Building Permits issued – 119
- Inspections performed – 273
- Lien search – 12
- TCOs/COs/CCs issued – 5

Code Compliance Division

A. As of January 29, 2024, the total number of open cases being managed is 195. Of these cases, 98 are actively working towards compliance; five cases are on-hold; 16 cases are in the Special Master hearing queue; seven cases are in post-hearing status; 19 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 twice a year.

B. The Code Compliance staff has conducted approximately 140 inspections from December 23, 2023, to January 29, 2024.

C. The Division presented 11 cases to the Code Compliance Special Master Hearing on January 17, 2024.

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 January 29, 2024, 15 cases have paid/settled for a total monetary collection of \$45,886.00.
- 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 16 Code lien searches for the month of January 2024.

F. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services/Tourism & Public Communications Department

A. Content Library, Workshops and Webinars – The Tourism and Communications team created content for recent webinars and workshops available through a variety of channels including Facebook and Instagram, the Town website, eblasts, and Nextdoor. The channels include content that links to the Town's YouTube channel, which is currently housing past and recent webinars including the Mayor's Emergency webinar and the Town-Wide Utilities Undergrounding webinar held over the past few weeks.

B. Third Thursdays and Music on the Beach Underway – The Tourist Board's 2024 series for Third Thursdays and Music on the Beach kicked off last month featuring two Classic Rock bands in addition to local partners and complimentary bites and beverages. Music on the Beach will continue monthly through June while Third Thursdays will be held through May.

C. New Street Pole Banners – Tourism and Communications has created new street pole banners to promote the Tourist Board's Third Thursdays and Music on the Beach series taking place through the summer. The event banners are located in the business district. Additionally, the team designed a handful of new 'Welcome to Surfside' banners featuring geometric designs of the Town's signature buildings including Town Hall, the Community Center, and the new 96th Street Park.

D. February Saturday Block Party Events – The Tourist Board voted last month to add a Saturday block party series to run in tandem with Third Thursdays produced by ACT Productions. *Surfstreet Saturdays* will begin on Saturday, Feb. 4 from 6 to 9 p.m. outside Town Hall. The series will feature musical entertainment, activities for kids, vendors and more.

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. AFSCME – AFSCME filed a renewal application with the Public Employer Relations Commission (PERC) due to having less than 60% dues paying members. The application was processed. A hearing officer recommended the case to be transferred to elections, where the majority of those who vote will determine whether or not, the union is recertified. We are currently awaiting on the election date information.

B. Positions Filled – Police Officer and Recreation Leader I (PT).

C. Risk Management – Facilitated a survey technician from the Florida Municipal Insurance Trust, began a survey of all Town-wide assets to ensure they are properly appraised and insured. In addition, HR submitted claims liability related claims, responded to adjuster questions.

D. Interviews conducted – Deputy Clerk, Capital Improvement Projects Director, and Communications Operator.

E. Background/Offer/New Hire Orientation – Prepared offer of employment letters for Capital Improvement Projects Director 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.

F. 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 December 31, 2023 – *Attachment "A"*

Parks and Recreation Department

A. Facilities/Hours of operation – Parks and Recreation continues to assist in the oversight of construction of 96th Street Park and the design of the new Tennis Recreation Center. P&R oversees 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 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 daylight hours. Pool hours are from 7:00 a.m. to 6:30 p.m. for the month of February and the Lifeguard Tower from 9:00 a.m. to 5:00 p.m.

B. YMCA After School Programming – The Winter/Spring after-school program is now in session and is running smoothly. We currently have 26 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 with numbers increasing for each program day.

C. YMCA Spring Camp – Registration and Planning is under way for Spring Camp 2024.

D. Winter/Spring Programming – The winter session is in full swing. Registration for the Spring session is underway, and programs are set to begin the week of March 5, 2024.

E. Events – The Family Fun Day Event was held on Sunday, January 28, 2024, at the Town Hall Parking Lot and registered over 750 attendees.

F. Annual Beach 5K Walk/Run - Scheduled for February 25, 2024, at 8:00 a.m.

G. Senior Trips – The Senior Brunch and Trip for the month of January were successful and very well attended. Food was provided by the Olive Garden. The field trip to the Gables Stages to view Old Wicked Songs was a hit. For the month of February, we have scheduled a trip to see the Botanical Gardens. The Senior Brunch is scheduled for February 16.

H. 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. 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 February.

I. Community Center Air Conditioning Replacement –Smart Air concluded their replacement of the all the Air Conditioning Units in the Community Center. This included the Lifeguard office mini split, the Concession stand Unit and main unit for the Fish Bowl and Shark Tank. The smoke alarm was also replaced during this process. The final inspection is scheduled for Thursday, February 1st.

Planning Department

Development Application Process (2012 – Present) – *Attachment "B"*

Police Department

A. Police Department Statistics (January 1 – January 24, 2024)

- Traffic Citations – 313
- Parking Citations – 848
- Arrests – 5
- Dispatch Events – 974
- Incident/Crime Reports – 26

Police Events/Community Outreach

- The *SurfStreet Saturdays* Block Party is February 3, 2024, at 93rd Street between Collins and Harding Avenues. The Police Department will assist the Tourist Board with traffic control, street closures and pedestrian safety from 1:00 p.m. to 10:00 p.m.
- The Surfside Farmers Market is February 4, 2024, at the 96th Street Beach Entrance and the Hard Pack from 9:30 a.m. to 3:30 p.m. The Police Department will assist with

- traffic control during set up and breakdown, security during the event, and ensuring pedestrian safety from 7:00 a.m. to 5:00 p.m.
- Sergeant Alejandro Lorente and Community Service Aide Henry Popoteur will attend the Homeless Outreach Team Specialist Course from February 5 - 9, 2024, at the Broward College Institute of Public Safety in Davie, Florida.
 - The Surfside Police Department will host three community blood drives from 10:00 a.m. – 5:00 p.m. on the following dates and locations:
 - February 7, 2024 -Town Hall municipal parking lot
 - February 17, 2024 -Town Hall municipal parking lot
 - February 10, 2024 - 94th Street municipal parking lot
 - Police Department personnel will conduct a comprehensive inventory of all property and evidentiary items for accountability purposes on February 5, 2024. The audit will be conducted in preparation for the upcoming onsite accreditation assessment.
 - Police Department personnel will attend a mandatory meeting held by the Miami-Dade County Office of Emergency Management on February 8, 2024, at 2:00 p.m. at the Miami-Dade EOC. The purpose of this meeting is to discuss the development of family assistance centers.
 - The Police Department began their annual Less-Lethal training for sworn personnel January 16, 2024, concluding February 8, 2024. The re-certifications include ASP baton, Less-Lethal Shotgun, OC Spray, and TASER. The training is a state requirement as well as an accreditation standard.
 - Music on the Beach hosted by the Tourist Board will be held on February 11, 2024, from 2:00 p.m. to 4:00 p.m. at 9300 Collins Avenue (on the beach). The Police Department will assist with traffic control during set up and breakdown, security during the event, and ensuring pedestrian safety.
 - The Town of Surfside's Third Thursday event is February 15, 2024, from 6:00 p.m. to 9:00 p.m. in the 200 block of 93rd Street. The Police Department will assist with traffic control during set up and breakdown, security during the event, and ensuring pedestrian safety from 1:00 p.m. to 10:30 p.m.
 - The *Surfside Auto Show* will be held on February 18, 2024, from 11:00 a.m. to 2:00 p.m. in the Town Hall Parking Lot. The Police Department will assist the Tourist Board with traffic mitigation during set up and breakdown, security during the event, and ensuring pedestrian safety.
 - Captain Jay Matelis will attend a Florida Department of Transportation (FDOT) Traffic Safety Meeting on February 20, 2024, at 10:00 a.m. at the Miccosukee Police Department.
 - The 14th Annual Dolphins Challenge Cancer (DCC) to support cancer research at Sylvester Comprehensive Cancer Center, a part of UHealth (the University of Miami Health System), will be February 24, 2024. Surfside police officers will assist with bicycle and traffic direction on Collins Avenue from 87th Terrace to 96th Street between 7:00 a.m. and 11:00 a.m. as thousands of bicyclists travel through the Town of Surfside to reach their destination the Hard Rock Stadium.

- The monthly Coffee with the Cops – February 29, 2024, at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 01/01/2024 - 01/31/2024

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Code Compliance (Violation)	1	1	0
Drainage/Flooding (PW)	1	0	
Other	4	1	0.1
Police (Safety Concern)	0	0	
Solid Waste (Residential) (PW)	1	0	
Utilities (Water/Sewer) (PW)	1	0	
Beach Patrol	0	0	
Parking Issue	1	1	0.3
Construction Issues	1	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 DECEMBER 31, 2023
33% OF YEAR EXPIRED (BENCHMARK)

Page

1 of 3

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 14,095,781	\$20,389,626	69%
EXPENDITURES	5,405,264	\$20,389,626	27%
Net Change in Fund Balance	\$ 8,690,517		
Fund Balance-September 30, 2023 (Unaudited)	18,071,829		
Fund Balance-December 31, 2023 (Reserves)	<u>\$ 26,762,346</u>		
			A
			B
TOURIST RESORT FUND - 102			
REVENUE	\$ 1,347,373	\$5,269,057	26%
EXPENDITURES	1,459,098	\$5,269,057	28%
Net Change in Fund Balance	\$ (111,725)		
Fund Balance-September 30, 2023 (Unaudited)	7,231,674		
Fund Balance-December 31, 2023 (Reserves)	<u>\$ 7,119,949</u>		
			C
			D
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$55,308	0%
EXPENDITURES	\$ 2,672	\$55,308	5%
Net Change in Fund Balance	\$ (2,672)		
Fund Balance-September 30, 2023 (Unaudited)	125,863		
Fund Balance-December 31, 2023 (Reserves)	<u>\$ 123,191</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ -	\$338,126	0%
EXPENDITURES	\$ 20,450	\$338,126	6%
Net Change in Fund Balance	\$ (20,450)		
Fund Balance-September 30, 2023 (Unaudited)	567,333		
Fund Balance-December 31, 2023 (Reserves)	<u>\$ 546,883</u>		
BUILDING FUND - 150			
REVENUE	\$ 383,741	\$1,294,213	30%
EXPENDITURES	347,892	\$1,294,213	27%
Net Change in Fund Balance	\$ 35,849		
Fund Balance-September 30, 2023 (Unaudited)	2,963,482		
Fund Balance-December 31, 2023 (Reserves)	<u>\$ 2,999,331</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ -	\$10,476,167	0%
EXPENDITURES	6,913,046	\$10,476,167	66%
Net Change in Fund Balance	\$ (6,913,046)		
Fund Balance-September 30, 2023 (Unaudited)	8,349,476		
Fund Balance-December 31, 2023 (Reserves)	<u>\$ 1,436,430</u>		

NOTES:

1) Many revenues for December 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 \$17,290,555 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 \$6,009,133 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 944,131	\$4,480,808	21%
EXPENDITURES	1,281,720	\$4,480,808	29%
Change in Net Position	\$ (337,589)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	(350,162)		
Unrestricted Net Position-December 31, 2023 (Reserves)	\$ (687,751)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 448,502	\$1,721,119	26%
EXPENDITURES	541,402	\$1,721,119	31%
Change in Net Position	\$ (92,900)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	3,239,589		
Unrestricted Net Position-December 31, 2023 (Reserves)	\$ 3,146,689		
SOLID WASTE FUND - 403			
REVENUE	\$ 658,210	\$2,061,293	32%
EXPENDITURES	638,460	\$2,061,293	31%
Change in Net Position	\$ 19,750		
Unrestricted Net Position-September 30, 2023 (Unaudited)	(56,952)		
Unrestricted Net Position-December 31, 2023 (Reserves)	\$ (37,202)		
STORMWATER FUND - 404			
REVENUE	\$ 249,829	\$1,930,000	13%
EXPENDITURES	392,691	\$1,930,000	20%
Change in Net Position	\$ (142,862)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	3,123,948		
Unrestricted Net Position-December 31, 2023 (Reserves)	\$ 2,981,086		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 227,817	\$1,236,390	18%
EXPENDITURES	975,758	\$1,236,390	79%
Change in Net Position	\$ (747,941)		
Unrestricted Net Position-September 30, 2023 (Unaudited)	1,313,289		
Unrestricted Net Position-December 31, 2023 (Reserves)	\$ 565,348		

Andria Meiri

Andria Meiri, Budget Officer



Hector Gomez, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2020 - December 2023

FUND	9/30/2020	9/30/2021	9/30/2022	9/30/2023	12/31/2023	CAGR ^(a)
General	\$ 18,286,748	\$ 21,091,150	\$ 17,599,304	\$ 18,071,829	\$ 26,762,346	-0.4%
Tourist Resort	2,109,658	4,264,457	6,766,124	7,231,674	7,119,949	50.8%
Police Forfeiture	168,289	221,034	176,457	125,863	123,191	-9.2%
Transportation Surtax	442,856	569,453	625,174	567,333	546,883	8.6%
Building	1,991,388	1,904,548	3,079,893	2,963,482	2,999,331	14.2%
Capital Projects	4,899,128	5,894,823	12,354,395	8,349,476	1,436,430	19.4%
Water & Sewer	(1,733,610)	(1,389,877)	(491,258)	(350,162)	(687,751)	70.4%
Municipal Parking	1,293,993	1,657,883	2,284,812	3,239,589	3,146,689	35.8%
Solid Waste	219,615	(271,836)	(18,214)	(56,952)	(37,202)	-163.8%
Stormwater	3,205,050	3,581,622	3,447,087	3,123,948	2,981,086	-0.9%
Fleet Management	825,468	1,091,020	1,349,961	1,313,289	565,348	16.7%
Total	\$ 31,708,583	\$ 38,614,277	\$ 47,173,735	\$ 44,579,369	\$ 44,956,300	12.0%

(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.

last updated on 7/20/2024

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)												
Application Date Location	Project Description	Zoning Process			Density/Intensity		Variances		Building Permit		Status	
		DRG	P&Z	TC	Site Plan Ext	Allowed	Approved	Requested	Received	Application No.		Status
Original Submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/12, site plan amendment: 5/16/16, 8/4/16, 3/9/17, 5/11/17 P&Z - Original site plan: 9/27/12, site plan amendment: 8/31/17 TC - Original site plan: 10/15/12, site plan amendment: 10/10/17 Site Plan Ext			762 units	257 units	None	None	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	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 structures, to include underground parking and revisions to balcony design. Site Plan Amendment submitted 9/20/2023 to remove hotel element and expand restaurant. Historic building moved 100 feet for construction of underground parking structure back to 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 TC - 1/9/2023 Reso 24-2-3264			199 units	Site Plan Amendment 23 apartments, 0 hotel rooms and 7 caretaker quarters	None	None	None	20-536	Permit Issued	Construction of new 12 story condominium is fully underway. Core shell building completed April 2023. Now performing custom interior completions of units and common areas.
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave (See Page 2)	9300 Collins Ave - demolition of all existing buildings, improvements, construction of 3-story building	DRG - Original submittal: 3/10/16, 4/27/16 Revised submittal: 6/27/18, 8/28/18, 11/7/18 P&Z - Original approval: 7/18/16, Revised approval: 11/29/18 TC - Original approval: 11/7/16, Approved 2/26/19 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurr. Dorian). Additional COVID and 15E1a 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	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	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	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 28, 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	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 Architectural significance 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 - 01/22/15, 08/18/16, 01/23/17, 03/23/18, 11/29/2018 Meeting Pending, 2/25/21 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z 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 90-32. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request	Not		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	23-5066	In Review	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	23-5091	In Review	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 - 1/9/2023	103 Residential Units	87 Units proposed	None	None			Approved at Town Commission and RLUIPA relief granted



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
 Additional \$20,000 budgeted to account for Phase I permitting*

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.

Project Timeline

Refer to attached schedule.

Project Update

Town obtained permit from the Florida Department of Transportation (FDOT).

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	CONCEPT DEVOLOMPMENT PHASE	45 days	Fri 5/5/23	Thu 7/6/23	▶ CONCEPT DEVOLOMPMENT PHASE																									
3	PREPARE CONCEPT PLANS	20 days	Fri 5/5/23	Thu 6/1/23	▶ PREPARE CONCEPT PLANS																									
4	PUBLIC OUTREACH/ MEETING	1 day	Tue 6/6/23	Tue 6/6/23	PUBLIC OUTREACH/ MEETING																									
5	MEETING WITH COMMISSION	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	90% DESIGN PHASE	153 days	Fri 12/1/23	Tue 7/2/24	▶ 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	SUBMIT 90% PLANS	1 day	Fri 3/29/24	Fri 3/29/24	▶ 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 General Contractor	300 Engineering Lunacon Construction

Funding

Contract Amount	\$7,800,000
<i>Contracted*</i>	
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	November 15, 2022

Scope

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.

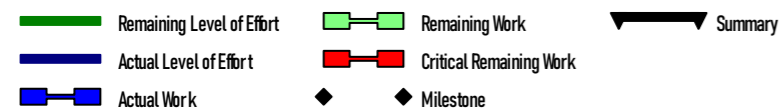
Project Timeline

Refer to the attached schedule.

Project Update

Working with FPL for three phase power to property.

Activity ID	Activity Name	Activity Status	Critical	Original Duration	Actual Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Total Float	Duration % Complete	2023		2024							
													Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Surfside 96th Street Park_Monthly Update -December2023				430	305	131	20-Feb-23	16-Jan-24	28-Feb-23 A	08-May-24	-78	69.53%	08-May-24, Surfside 96									
Milestone				430	305	131	20-Feb-23	16-Jan-24	28-Feb-23 A	08-May-24	-78	69.53%	08-May-24, Milestone									
General Milestones				32	0	32	15-Dec-23	16-Jan-24	07-Apr-24	08-May-24	-78	0%	08-May-24, General Mil									
BL011060	Apply for CO Inspection	Not Started	☑	0	0	0	15-Dec-23		07-Apr-24		-78	0%	◆ Apply for CO Inspection									
BL011062	Inspector on Site	Not Started	☑	0	0	0	16-Dec-23		08-Apr-24		-78	0%	◆ Inspector on Site									
BL011070	Substantial Completion	Not Started	☑	0	0	0		17-Dec-23		08-Apr-24	-78	0%	◆ Substantial Completion									
BL011080	Project Final Completion	Not Started	☑	0	0	0		16-Jan-24		08-May-24	-78	0%	◆ Project Final Completion									
Focus Areas				430	305	131	20-Feb-23	16-Jan-24	28-Feb-23 A	08-May-24	-78	69.53%	08-May-24, Focus Area									
BL14710	Construction Day 1 to Substantial Completion	In Progress	☐	300	305	99	20-Feb-23	15-Dec-23	28-Feb-23 A	06-Apr-24	-77	66.97%										
BL14720	Punchlist Duration	Not Started	☐	30	0	30	17-Dec-23	16-Jan-24	09-Apr-24	08-May-24	-78	0%										
Engineering / Shop Drawings				12	6	6	01-May-23	20-May-23	22-Dec-23 A	06-Jan-24	-66	50%	06-Jan-24, Engineering / Shop Drawings									
Review and Approval				12	6	6	01-May-23	20-May-23	22-Dec-23 A	06-Jan-24	-66	50%	06-Jan-24, Review and Approval									
2-Storey Building Construction				12	6	6	01-May-23	20-May-23	22-Dec-23 A	06-Jan-24	-66	50%	06-Jan-24, 2-Storey Building Construction									
BL11930	Client/AE Review and Approval for Glass Railing	In Progress	☑	12	6	6	01-May-23	20-May-23	22-Dec-23 A	06-Jan-24	-66	50%	Client/AE Review and Approval for Glass Railing, Client									
Procurement / Material Deliveries				61	0	61	22-May-23	23-Jun-23	08-Jan-24	20-Mar-24	-66	0%	20-Mar-24, Procurement / Material D									
Procurement and Purchase Orders				56	0	56	22-May-23	05-Jun-23	08-Jan-24	14-Mar-24	-66	0%	14-Mar-24, Procurement and Purchas									
2-Storey Building Construction				56	0	56	22-May-23	05-Jun-23	08-Jan-24	14-Mar-24	-66	0%	14-Mar-24, 2-Storey Building Constr									
BL12470	Procurement of Materials and Purchase Order for Glass Railing	Not Started	☑	56	0	56	22-May-23	05-Jun-23	08-Jan-24	14-Mar-24	-66	0%	Procurement of Materials and Purcha									
Deliveries				5	0	5	06-Jun-23	23-Jun-23	15-Mar-24	20-Mar-24	-66	0%	20-Mar-24, Deliveries									
2-Storey Building Construction				5	0	5	06-Jun-23	23-Jun-23	15-Mar-24	20-Mar-24	-66	0%	20-Mar-24, 2-Storey Building Constr									
BL13010	Material Deliveries for Glass Railing	Not Started	☑	5	0	5	06-Jun-23	23-Jun-23	15-Mar-24	20-Mar-24	-66	0%	Material Deliveries for Glass Railing									
Construction				15	0	15	20-Nov-23	15-Dec-23	21-Mar-24	06-Apr-24	-66	0%	06-Apr-24, Construction									
Community Building				15	0	15	20-Nov-23	15-Dec-23	21-Mar-24	06-Apr-24	-66	0%	06-Apr-24, Community Building									
Interior Works				15	0	15	20-Nov-23	15-Dec-23	21-Mar-24	06-Apr-24	-66	0%	06-Apr-24, Interior Works									
Ground Level				9	0	9	20-Nov-23	15-Dec-23	21-Mar-24	30-Mar-24	-66	0%	30-Mar-24, Ground Level									
Architectural Finishes				9	0	9	20-Nov-23	15-Dec-23	21-Mar-24	30-Mar-24	-66	0%	30-Mar-24, Architectural Finishes									
Misc Works				9	0	9	20-Nov-23	15-Dec-23	21-Mar-24	30-Mar-24	-66	0%	30-Mar-24, Misc Works									
Other Specialties				9	0	9	20-Nov-23	15-Dec-23	21-Mar-24	30-Mar-24	-66	0%	30-Mar-24, Other Specialties									
BL14380	Aluminium Guard Rail Installation	Not Started	☑	4	0	4	20-Nov-23	02-Dec-23	21-Mar-24	25-Mar-24	-66	0%	Aluminium Guard Rail Installation									
BL14390	Aluminium Screen Wall and Gate	Not Started	☑	3	0	3	20-Nov-23	01-Dec-23	21-Mar-24	23-Mar-24	-66	0%	Aluminium Screen Wall and Gate									
BL14420	Glass Railing Installation	Not Started	☑	6	0	6	06-Dec-23	15-Dec-23	25-Mar-24	30-Mar-24	-66	0%	Glass Railing Installation									
2nd Level				8	0	8	06-Dec-23	13-Dec-23	29-Mar-24	06-Apr-24	-66	0%	06-Apr-24, 2nd Level									
Architectural Finishes				8	0	8	06-Dec-23	13-Dec-23	29-Mar-24	06-Apr-24	-66	0%	06-Apr-24, Architectural Finishes									
Misc Works				8	0	8	06-Dec-23	13-Dec-23	29-Mar-24	06-Apr-24	-66	0%	06-Apr-24, Misc Works									
Other Specialties				8	0	8	06-Dec-23	13-Dec-23	29-Mar-24	06-Apr-24	-66	0%	06-Apr-24, Other Specialties									
BL15150	Aluminium Guard Rail Installation	Not Started	☑	7	0	7	06-Dec-23	13-Dec-23	29-Mar-24	05-Apr-24	-66	0%	Aluminium Guard Rail Installatio									
BL15190	Glass Railing Installation	Not Started	☑	4	0	4	07-Dec-23	13-Dec-23	03-Apr-24	06-Apr-24	-66	0%	Glass Railing Installation									
Testing/Commissioning and Punchout				30	0	30	17-Dec-23	16-Jan-24	09-Apr-24	08-May-24	-78	0%	08-May-24, Testing/Com									
BL14680	Creation of Punchlist	Not Started	☑	5	0	5	17-Dec-23	22-Dec-23	09-Apr-24	13-Apr-24	-78	0%	Creation of Punchlist									
BL14690	Completion of Punchlist Rectifications	Not Started	☑	25	0	25	22-Dec-23	16-Jan-24	14-Apr-24	08-May-24	-78	0%	Completion of Punchlist									



LCG-Surfside96thStreet-Critical Path
Surfside 96th Street Park_Monthly Update -December2023





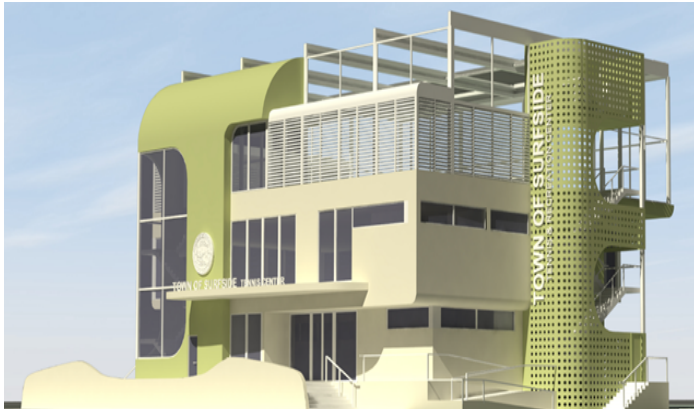
Tennis and Recreation Center Project

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

<i>Total Budgeted</i>	\$2,045,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	November 2022 Commission Meeting

* - Additional funding will be required at a later date.

Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

Project Timeline

Refer to attached schedule.

Project Update

Retaining a surveyor for boundary survey.

MONTHS FROM NTP																						
Task	Task Name	1#	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	Existing Conditions- Topo Surveying Services		**	COMPLETED																		
2	Existing Conditions- Geotechnical Services		**	COMPLETED																		
3	Architectural Design- Phase 1 Concept Plan					**	COMPLETED															
4	Architectural Design- Phase 2 Schematic Design						**	COMPLETED														
4	Public Outreach and Commission Approval							##		##	**	COMPLETED										
5	Architectural Design- Phase 3 Design Development														**							
6	Architectural Design- Phase 4 Construction Documents																			**		
7	MEP Design Services																					
8	Structural Engineering Design Services																					
9	Civil Engineering Design Services and Permitting																					**
#Purchase Order was issued on 12/19/2022. ##Public Outreach Included Parls and Recreation Committee meeting held on 05/15/23. The Town Commission approval meeting was held on 07/11/23.																						



Town-wide Traffic Study

Picture



Current Project Phase

Final edits

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

<i>Total Budgeted</i>	\$204,500
<i>Budget Approval Date</i>	FY22 Budget Amd. No. 7
<i>Commission Authorization to Expend Date</i>	July 12, 2022

Scope

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study.

Project Timeline

Refer to attached schedule.

Project Update

Scheduled to be finalized early February 2024.

MONTHS FROM NTP																
Task	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Traffic Data Collection			**												
2	Traffic Data Collection- Supplemental					**										
3	Traffic Operational Analysis														**	
4	Traffic Calming Analysis											**				
5	Safety Review														**	
6	Traffic Calming Improvement Plan															**
7	Community Outreach Meeting														**	
8	Traffic Study Technical Memorandum															**

* Purchase Order was issued on 08/05/2022. NTP month one is September 2022 when the traffic data collection commenced.



91st Street - "Surfside Boulevard" Beautification Project

Picture



Current Project Phase

Schematic Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Kimley-Horn
Architect of Record	
Project Management	

Funding

<i>Total Budgeted</i>	\$1,050,000 (construction)
<i>Budget Approval Date</i>	
<i>Commission Authorization to Expend Date</i>	September 28, 2022

Scope

Through various sources, the Town has obtained funds with the intent to beautify the current 91st Street also known as Surfside Boulevard. The project beautification scope of services is to be determined but will follow after major utilities project occur in the area.

Project Timeline

Refer to attached schedule.

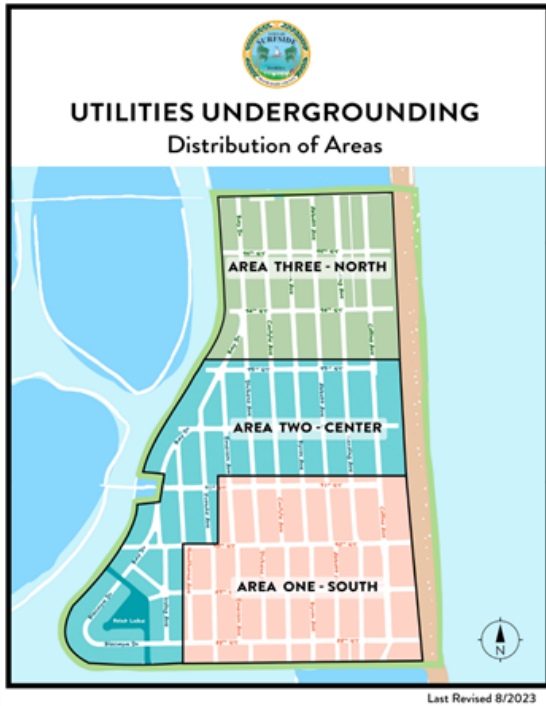
Project Update

Kimley-Horn design schematics were presented at the January 2024 Town Commission meeting. Option 2 was selected. 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	Jul-24	Aug-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

<i>Total Budgeted*</i>	\$37,178,512
<i>Budget Approval Date**</i>	Varies
<i>Commission Authorization to Expend Date</i>	Various agreements have been approved to date

* - Budget figure is based on Surfside Executive Summary estimate

** - Various agreements have been approved to date.

Scope

The project consists of the undergrounding all current above ground utilities throughout Town. These utilities include electrical mains, feeders, communications and residential drop connections. The project debt issuance was approved through voter referendum during the 2022 General Elections.

Project Timeline

Refer to attached schedule.

Project Update

Kimley-Horn concluded field data collection and surveying for Area 3 - North. Kimley-Horn is performing design efforts. The community webinar took place on January 23, 2024. Refer to attached timeline.

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		

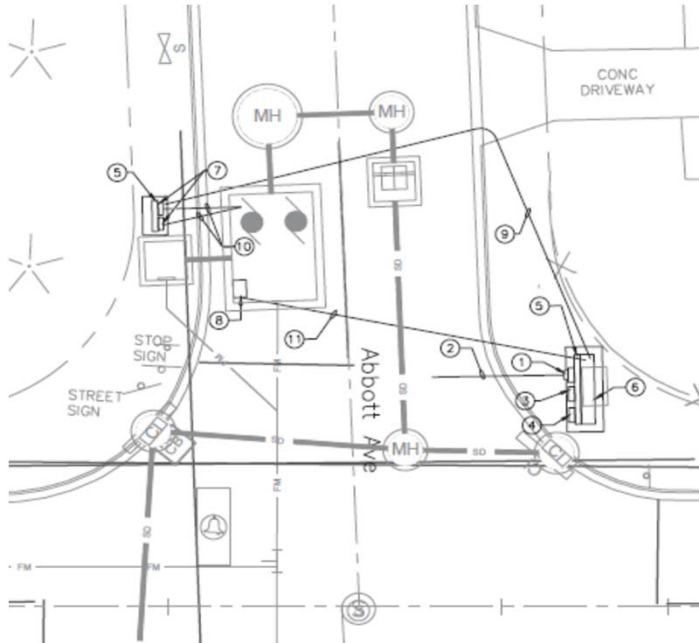
Area 2 - Central														
Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Utility Provider Coordination														
Data Collection														
Easement Acquisition														
			Construction Documents											
								Permitting 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 90th Street to 94th Street.

Project Timeline*

	<u>Phase Start</u>	<u>Phase End</u>
Engineering and Design	August 2023	October 2023
Permitting	Done	Done
Procurement (est.)	November 2023	December 2023
NTP for Construction (est.)	TBD	TBD
Construction (est.) Based on redesign	TBD	TBD

Project Update

A bid opening was held on December 11, 2023. Town staff evaluated the bids and has decided to cancel the ITB in its entirety.



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

<i>Total Budgeted</i>	\$340,206
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	August 9, 2022

Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

Project Timeline

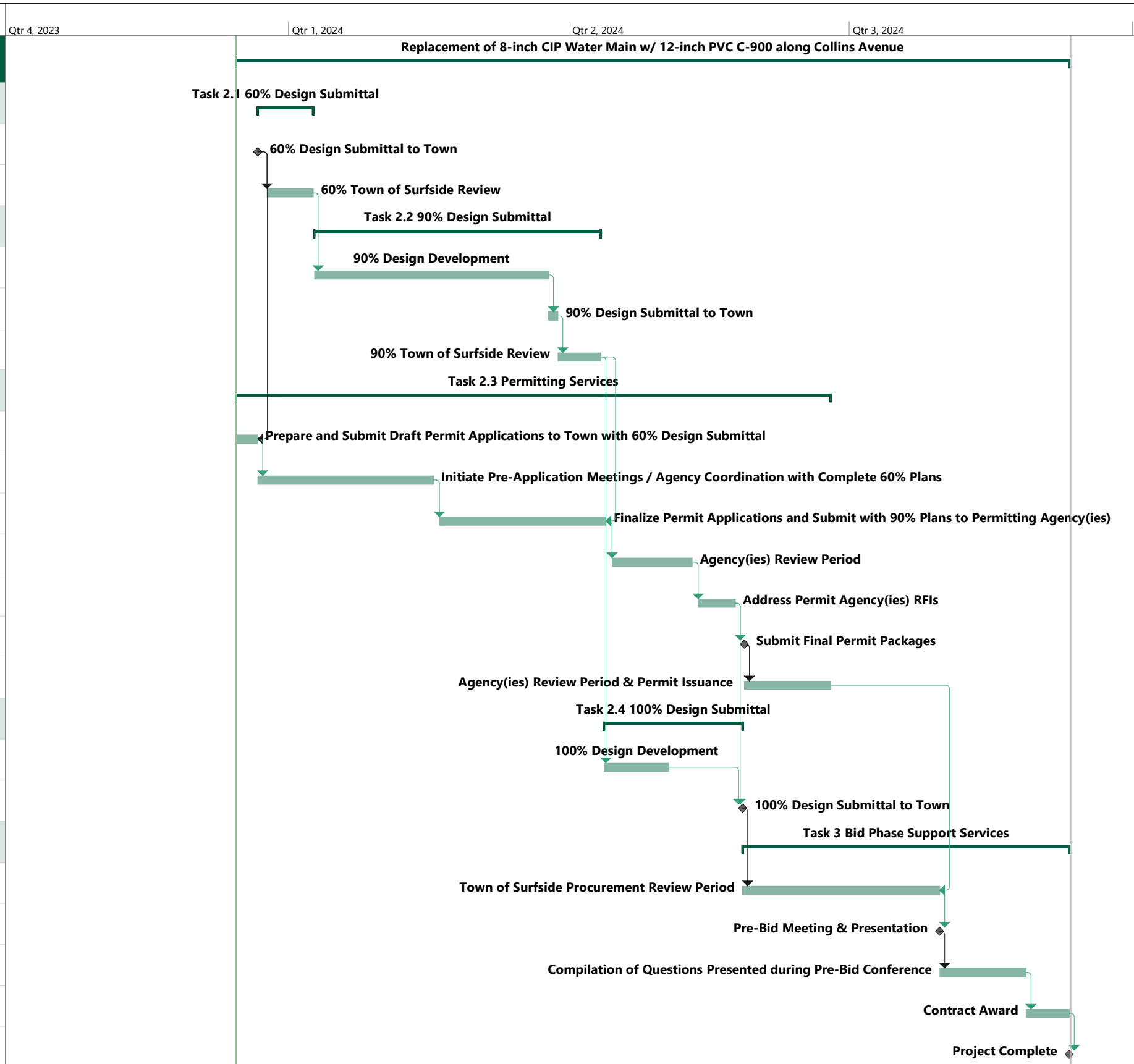
Refer to attached schedule.

Project Update

Projects is in 60% design phase. Town submitted an appropriation request to the State.

Town of Surfside: Public Works Division - Replacement of Approximately 5,920 LF of Existing 8-inch CIP Water Main with 12-inch PVC C-900 Pipe along Collins Avenue

Task Name	Duration (Business Days)	Start	Finish
Replacement of 8-inch CIP Water Main w/ 12-inch PVC C-900 along Collins Avenue	190.25 days	Fri 12/15/23	Tue 9/10/24
Task 2.1 60% Design Submittal	11 days	Fri 12/22/23	Mon 1/8/24
60% Design Submittal to Town	0 days	Fri 12/22/23	Fri 12/22/23
60% Town of Surfside Review	10 days	Mon 12/25/23	Mon 1/8/24
Task 2.2 90% Design Submittal	67 days	Tue 1/9/24	Thu 4/11/24
90% Design Development	54 days	Tue 1/9/24	Mon 3/25/24
90% Design Submittal to Town	3 days	Mon 3/25/24	Thu 3/28/24
90% Town of Surfside Review	10 days	Thu 3/28/24	Thu 4/11/24
Task 2.3 Permitting Services	136 days	Fri 12/15/23	Mon 6/24/24
Prepare and Submit Draft Permit Applications to Town with 60% Design Submittal	5 days	Fri 12/15/23	Fri 12/22/23
Initiate Pre-Application Meetings / Agency Coordination with Complete 60% Plans	40 days	Fri 12/22/23	Fri 2/16/24
Finalize Permit Applications and Submit with 90% Plans to Permitting Agency(ies)	40 days	Mon 2/19/24	Fri 4/12/24
Agency(ies) Review Period	20 days	Mon 4/15/24	Fri 5/10/24
Address Permit Agency(ies) RFIs	10 days	Mon 5/13/24	Fri 5/24/24
Submit Final Permit Packages	0 days	Mon 5/27/24	Mon 5/27/24
Agency(ies) Review Period & Permit Issuance	20 days	Tue 5/28/24	Mon 6/24/24
Task 2.4 100% Design Submittal	31 days	Fri 4/12/24	Mon 5/27/24
100% Design Development	15 days	Fri 4/12/24	Fri 5/3/24
100% Design Submittal to Town	0 days	Mon 5/27/24	Mon 5/27/24
Task 3 Bid Phase Support Services	75 days	Mon 5/27/24	Tue 9/10/24
Town of Surfside Procurement Review Period	45 days	Mon 5/27/24	Tue 7/30/24
Pre-Bid Meeting & Presentation	0 days	Tue 7/30/24	Tue 7/30/24
Compilation of Questions Presented during Pre-Bid Conference	20 days	Tue 7/30/24	Tue 8/27/24
Contract Award	10 days	Tue 8/27/24	Tue 9/10/24
Project Complete	0 days	Tue 9/10/24	Tue 9/10/24



Project: Replacement of 8-inch CIP w/ 12-inch PVC C-900 along Collins Avenue
 Date: Fri 12/15/23

Task Split Milestone Summary



Dune Resiliency and Beautification Project

Picture



Current Project Phase

Design/Permitting Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	Kimley-Horn
Architect of Record	TBD
Project Management	Public Works

Funding

<i>Total Budgeted</i>	\$72,000
<i>Budget Approval Date</i>	September 28,2022
<i>Commission Authorization to Expend Date</i>	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

Refer to attached schedule.

Project Update

Town is pursuing another Florida Department of Environmental Protection FDEP grant to assist with funding. Town is in the process of permitting.

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	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Task 1 - Kickoff Meeting															
Task 2 - Topographic Survey															
Task 3 - Construction Plans															
30% Plan preparation															
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>Construction</i>	<i>TBD</i>	<i>TBD</i>

Project Update

Town Administration will task 93 Ocean Development to commence design phase per development order.



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

<i>Total Budgeted</i>	\$165,000
<i>Budget Approval Date</i>	

<i>Commission Authorization to Expend Date</i>	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. The Police Department has 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>
<i>Procurement</i>	<i>TBD</i>	<i>TBD</i>
<i>Contract</i>	<i>TBD</i>	<i>TBD</i>
<i>Construction</i>	<i>TBD</i>	<i>TBD</i>

Project Update

Town Administration is presenting an agenda item at the February Commission meeting.



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

<i>Total Budgeted</i>	\$80,000
<i>Budget Approval Date</i>	
<i>Commission Authorization to Expend Date</i>	January 2024 projected

Scope

Security updates consisting of surveillance cameras and Cloud services at various parking lots.

Project Timeline

Procurement
Implementation

Phase Start

December 2023
TBD

Phase End

January 2024
TBD

Project Update

Town Commission approved a resolution which authorizes to expand on video surveillance and recording camera system for parking lots located at Town Hall Lot and 94th Street Lot.



Surfside Memorial



Current Project Phase

Design Phase

Project Contact Information

Department	Town Manager's Office
Director	Hector Gomez
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budget	\$2,500,000
Design	\$248,000

**All funding from grants and appropriations*

Scope

The Town is seeking to create the Surfside Memorial to honor and remember the lives lost in the tragic event that occurred on June 24, 2021, when the CTS Building collapsed. The Surfside Memorial will serve as a permanent remembrance of the immense loss suffered by the Surfside community and will offer a place for families, friends, and visitors to reflect, understand the truth of that day, and find solace through the peace and serenity conveyed through this site.

Project Timeline

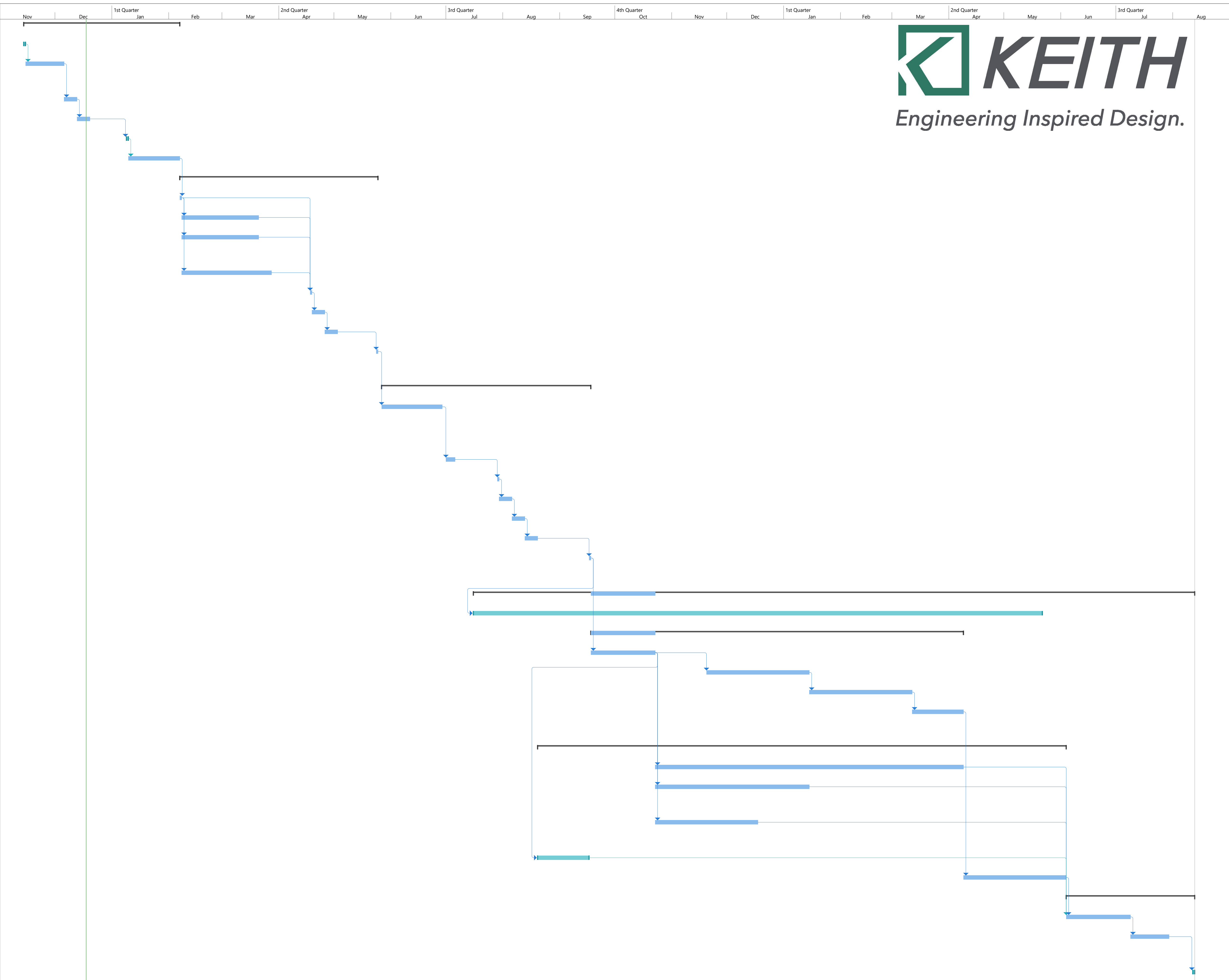
Refer to attached schedule.

Project Update

Town Commission at its January 2024 Commission meeting approved the design team to start designing the Surfside Memorial. Design is expected to begin in February 2024 with a 15 month design schedule (see attached).



ID	Task Name	Duration	Start	Finish	Predecessor
1	Project Award and Contract Execution	61 days	Tue 11/14/23	Tue 2/6/24	
2	Presentations and Town Council Selection	1 day	Tue 11/14/23	Tue 11/14/23	
3	Selected Team develops draft scope and fee for review/coordination and agreement	15 days	Wed 11/15/23	Tue 12/5/23	2
4	Town Staff Review of scope	5 days	Wed 12/6/23	Tue 12/12/23	3
5	Team develops final scope, schedule and fee	5 days	Wed 12/13/23	Tue 12/19/23	4
6	Town Council Regular Meeting - Item Approval	1 day	Tue 1/9/24	Tue 1/9/24	5
7	Execute Agreement, Issue Purchase Order and NTP	20 days	Wed 1/10/24	Tue 2/6/24	6
8	Exploration Phase	78 days	Wed 2/7/24	Fri 5/24/24	
9	Project Kickoff meeting with Town Staff	1 day	Wed 2/7/24	Wed 2/7/24	7
10	Project Startup and Data Review	30 days	Thu 2/8/24	Wed 3/20/24	9
11	Final Survey and develop additional base data and code research	30 days	Thu 2/8/24	Wed 3/20/24	9
12	Develop Program for preliminary community meetings	35 days	Thu 2/8/24	Wed 3/27/24	9
13	Community Meeting to Present Program	1 day	Thu 4/18/24	Thu 4/18/24	9FS+15 da
14	Analysis of Feedback from Community Meeting	5 days	Fri 4/19/24	Thu 4/25/24	13
15	Review Preliminary Program and Budget with Town Staff	5 days	Fri 4/26/24	Thu 5/2/24	14
16	Workshop to Review Preliminary Program and Budget with Surfside Memorial Committee	1 day	Fri 5/24/24	Fri 5/24/24	15FS+15 days
17	Inspiration Phase	82 days	Mon 5/27/24	Tue 9/17/24	
18	Develop conceptual design alternates and cost estimates based on Staff and Memorial Committee recommendations	25 days	Mon 5/27/24	Fri 6/28/24	16
19	Town Staff review and comments	5 days	Mon 7/1/24	Fri 7/5/24	18
20	Community Meeting to Present Concepts	1 day	Mon 7/29/24	Mon 7/29/24	19FS+15 c
21	Revise Concept based on Community Feedback	5 days	Tue 7/30/24	Mon 8/5/24	20
22	Town Staff review Concept and Opinion of Probable Cost	5 days	Tue 8/6/24	Mon 8/12/24	21
23	Revise Concept based on Staff Feedback	5 days	Tue 8/13/24	Mon 8/19/24	22
24	Present Concepts at Joint Commission and Memorial Committee Workshop	1 day	Tue 9/17/24	Tue 9/17/24	23FS+20 days
25	Implementation Phase	281 days	Tue 7/16/24	Tue 8/12/25	
26	Regular Bi-Weekly Staff Updates	222 days	Tue 7/16/24	Wed 5/21/25	24
27	Detailed Design Development	145 days	Wed 9/18/24	Tue 4/8/25	
28	30% Plans and Specifications + Cost Estimate Review	25 days	Wed 9/18/24	Tue 10/22/24	24
29	60% Plans and Specifications + Cost Estimate Review	40 days	Wed 11/20/24	Tue 1/14/25	28FS+20 c
30	90% Plans and Specifications + Cost Estimate Review	40 days	Wed 1/15/25	Tue 3/11/25	29
31	Final Plans for Construction Bidding + Cost Estimate Review	20 days	Wed 3/12/25	Tue 4/8/25	30
32	Permit Application	206 days	Tue 8/20/24	Tue 6/3/25	
33	Coastal Construction Control Line - FDEP	120 days	Wed 10/23/24	Tue 4/8/25	28
34	Class 1 Permit - Miami-Dade Regulatory and Economic Resources Division of Environmental Management	60 days	Wed 10/23/24	Tue 1/14/25	28
35	General Use Permit - Florida Department of Transportation	40 days	Wed 10/23/24	Tue 12/17/24	28
36	Site Plan Approval - Town of Surfside	20 days	Tue 8/20/24	Mon 9/16/24	28
37	Building Permit - Town of Surfside	40 days	Wed 4/9/25	Tue 6/3/25	31
38	Contractor Bidding and Award	50 days	Wed 6/4/25	Tue 8/12/25	
39	Advertise Bid	25 days	Wed 6/4/25	Tue 7/8/25	35,33,34,
40	Procurement review, contract negotiations, and Council agenda item preparation	15 days	Wed 7/9/25	Tue 7/29/25	39
41	Council Agenda to Award Construction Contract	1 day	Tue 8/12/25	Tue 8/12/25	40





A/C Replacement Units - Community Center

Picture



Current Project Phase

Completed

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
January 2024

Project Update

Completed.



TOWN OF SURFSIDE

**Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065**

TO: Mayor and Town Commission

**FROM: Lillian M. Arango and Tony Recio, Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.**

CC: Hector Gomez, Town Manager

DATE: February 6, 2024

**SUBJECT: Office of the Town Attorney Report for February 13, 2024 Regular
Commission Meeting**

This Firm attended/prepared and/or rendered advice for the following Commission meetings and workshops, public meetings and workshops, and Board and Committee meetings during the past month:

January 8, 2024 – Tourist Board
January 9, 2024 – Special Town Commission Meeting
January 9, 2024 – Regular Town Commission Meeting
January 18, 2024 – Planning and Zoning Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary for the above noted meetings, in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative contracts, agreements and supporting documents.

Various members of the Firm have and continue to assist the Town in the aftermath of the CTS Collapse, including ongoing causation investigations at the CTS Site and off-site facilities, and interaction with KCE Engineering (Allyn Kilsheimer) and NIST representatives. Efforts also include legal assistance with a CTS memorial site.

Commission Support:

Attorneys of the firm have continued to work with the members of the Town Commission, and Board and Committee members, to provide Ethics guidance and opinions, including Sunshine Law and Public Records, and address concerns and research specific issues and legislative and policy initiatives, and are always available, either in the office or by phone or email. We appreciate your support as we continue our sixth year of service and work in implementing the Mayor and Town Commission's policy directives.

Staff Support:

Members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review; preparation of ordinances as directed by the Commission; procurement and purchasing, various solicitations for Town services and providers (RFQs and RFPs) and agreements; IT related agreements; Parks & Recreation Department contracts and services; Tourist Board purchases and agreements; Code enforcement and interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues and complaints; police funding, matters and agreements, forfeiture, public records and complaints; building permit and enforcement issues; public records and media requests; litigation representation and support, subpoenas, oversight and case management; Town Code interpretation and application; labor, employment and pension matters; assistance with implementation of the AFSCME Florida Council 79 for Town civilian employees; collective bargaining negotiations and agreement with the FOP; Town Manager recruitment process and employment agreement; EEOC complaints; ethics complaints and inquiries; various procurements and service provider contracts for Town Departments and the Tourist Board; Zoning Code clarifications and ordinances; and implementation of utilities undergrounding project.

Key Issues and Action Items:

The workload has been diverse and has included specific issue support to every department. Key issues and action items since the 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 4th 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 T112V2-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 Servicers 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"

January 2024:

- Resolution Approving Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement With the City Of Hialeah
- Resolution Approving Purchase and Installation of Video Surveillance Equipment, Recording Camera Systems, and Related Software Subscription Licenses From Streamline Voice & Data, Inc. for the Parking lots Located On Harding Avenue

- Resolution Approving An Agreement With Keith & Associates, Inc. For Design Services Related To The Surfside Memorial Pursuant To Request For Qualification No. 2023-02 And Request For Proposals No. 2023-04
- Resolution Approving Budget Amendment No. 3
- Resolution Approving An Interlocal Agreement With Miami-Dade County For On-Demand Transportation Services
- Resolution Approving And Selecting A Conceptual Design Plan [Concept A Or Concept B] For The Surfside Boulevard Beautification Project
- Resolution Establishing Sister City Agreement With The City Of Hialeah, Florida, To Promote Educational, Informational, Cultural, And Economic Exchanges
- 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"
- Ordinance Amending Sections 14-102 And 14-103, Of Division 3. – "Indian Creek Bulkhead Lines", Of Article IV. – "Bulkhead Lines", Of Chapter 14 – "Buildings And Building Regulations", Amending Section 90-60.3 Of The Code, And Creating Section 90-60.6 Of The Code, To Expressly Prohibit Development And Construction Of Any Structures Within Point Lake, Except For Marine Structures Permitted By The Code
- Ordinance Amending Division 2. - Stormwater Management Requirements, Of Article II. – Stormwater Drainage Management" Of Chapter 34 – "Environment" Providing For Stormwater Retention On-Site For All New Single-Family Homes; Amending Section 90-56 – "Fences, Walls And Hedges" To Establish Retention Wall Standards For New Single-Family Homes

February 2024:

- Resolution Approving and Authorizing the Expenditure of Funds In An Amount Not To Exceed \$40,000 for the Installation of Safety Roadway Features With Landscaping and Security Components at the Intersection of Hawthorne Avenue and 88th Street
- Resolution and Contract for Construction With Di Obra Development Group Corp. for the Town Hall and Police Department Improvement Project
- Resolution Approving Grant Agreement With The Florida Department of Environmental Protection (FDEP) Beach Management Funding Assistance Program Grant for the Town Dune Restoration Project

- Resolution Confirming That No Town-Owned Property Is Suitable for Use As Affordable Housing Pursuant to Section 166.0451, Florida Statutes
- Resolution Approving Interlocal Agreement With Miami-Dade County To Allow the Town to Accept Funds In The Amount Of \$250,000, To Design the Surfside Memorial and Memorial Artwork
- Resolution Ratifying Acceptance of a Florida Division of Emergency Management (FDEM) State-Funded Grant for the Completion of the Surfside Champlain Towers South Investigation, and The Execution Of A Grant Agreement
- Resolution Approving and Adopting “Surfside Sand” Concrete Sidewalk Specifications for the Town and Incorporating the Specifications In The Public Works Manual
- Resolution Approving [Proposal A With Option 1 Or 2] or [Proposal B] From Zambelli Fireworks Manufacturing Co. for Enhanced Fireworks Display Services for the Town’s 2024 Fourth of July Event; Authorizing the Town Manager to Negotiate and Execute any Necessary Agreements for the Service
- Resolution Establishing the Surfside Youth Council; Adopting the Council’s Charter and Organizational Structure
- Resolution Approving an Amount Not to Exceed \$40,000 For Sariol Redero, Inc. To Perform Phase One Sidewalk Improvements on Bay Drive From 96th Street To 95th Street, to Improve Connectivity and Pedestrian Safety In The Town
- Resolution Approving and Authorizing Expenditure of Funds In The Amount of \$107,733 To Florida Power & Light (FPL) For Electrical Utility Facilities To Service 96th Street Park; Approving and Authorizing the Granting of an Easement To FPL on a Portion of the 96th Street Park for Electrical Utility Facilities
- Resolution Confirming the Abandonment and Vacation of a Portion of Right-Of-Way Known as “Bay Drive Bend” Between Harding Avenue and Collins Avenue, as Shown on the Plat of "Second Amended Plat of Normandy Beach” According to the Plat Thereof, as Recorded in Plat Book 16, at Page 44, of the Public Records of Miami-Dade County, Florida, Being More Particularly Described In Attachments “A” and “B”
- Ordinance Amending the Town of Surfside Code of Ordinances by Amending Section 14-31 – “Required Roofing Materials” And Section 90-50.1 – “Architecture” of Section 90-50. – “Architecture And Roof Decks” to Clarify Requirements and Allow Re-Roofs and Replacements with the Same Existing Material Without Design Review Approval by the Planning and Zoning Board
- Ordinance of the Town Commission of the Town of Surfside, Florida, Amending the Town of Surfside Code of Ordinances by Amending Section 90-74. –

Temporary Signs” to Remove Subsection (3) Limitation on Real Estate Signs Pertaining to Color and Logo

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 11th Judicial Circuit, Miami-Dade County, Florida) in the Third District Court of Appeal. The Town filed a Notice of Appearance on September 20, 2023. The initial brief has been served and the Town’s answer brief is currently due on February 14, 2024.

Schnabel Engineering, LLC, Plaintiff, v. KCE Structural Engineers, P.L. and Town of Surfside, Defendants, Case No. CL23-7597, Henrico County Circuit Court, Virginia. A lawsuit by Schnabel Engineering was served on KCE Structural Engineers on November 28, 2023. Pursuant to the agreement between the Town and KCE for the CTS collapse investigative services, the Town agreed to defend, indemnify, and hold KCE harmless from any and all claims, expenses and damages not caused by KCE's sole negligence arising from or alleged to arise from the performance or nonperformance of services by KCE, including other Town consultants and KCE's subconsultants. At the request of the Town in June, 2021 and immediately after the CTS collapse, KCE engaged Schnabel Engineering to provide services, provided the Town first provided prior written authorization to Schnabel and COSMO (Italian Space Agency) to perform the services. On December 12, 2023, the Town Commission authorized the retention of attorneys in Virginia to respond to the lawsuit, which response was originally due on December 19, 2023. On December 28, 2023, the Virginia Court entered a Consent Order extending the time to respond to the Complaint until February 29, 2024. The parties are addressing possible meditation of the case.

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 88th 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 96th Street Park construction; implementation and purchase of solar ballards lighting for hardpack (Phase II); continued review and monitoring of all Development Orders and approvals; police matters and mutual aid and other agreements; various procurements and service or provider agreements for Town improvements, equipment, facilities and programs, including sewer regulatory services, and insurance broker 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; updates to telecommunications ordinance; People's Gas System (TECO) Franchise Agreement renewal; MOU with Indian Creek Village for Sewer Facilities; RFQ for CCNA specialized architectural, surveying and engineering services; Selection of Firm for Surfside Memorial Design Services and negotiation of agreement; RFP for sewer and stormwater maintenance services; Implementation of On-Demand Transit Services, including an Interlocal Agreement with Miami-Dade County for on-demand transit services, and an agreement for such services with Freebee; and RFP for utilities undergrounding.



**Town of Surfside
Regular Town Commission Meeting
February 13, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A.

Date: February 13, 2024

From: Hector Gomez, Town Manager

Subject: Investigation Report Findings

Suggested Action: – For the Town Commission to discuss and recommend.

Background/Analysis: – The investigation regarding complaints reference an elected official have been concluded. The Town Administration will provide the final investigative report to the elected officials separately.



**Town of Surfside
Regular Town Commission Meeting
February 13, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B.

Date: February 13, 2024

From: Hector Gomez, Town Manager

Subject: Update - Abbott Avenue Town Stormwater Improvements

Suggested Action: – Town Manager to provide an update on Abbott Avenue Stormwater Improvements project. Refer to Attachment "A" - Memo from Keith regarding the Project.

Hector,

Per our meeting on 01/25/2024, please find the following meeting minutes. Additionally, I will no longer be with KEITH and will not be able to continue to be the contact person for the Town, the new project manager and contact person will be [@Matthew Brooks](#) and [@Amy Romeo](#).

Location: Town of Surfside Hall

Attendees:

Hector Gomez – Town Manager
Randy Stokes – Public Works Director
Carlos Morales – Civil Project Manager
Amy Romeo-Garcia – Civil

Ricman International – Contractor
Mancon Construction – Contractor
Lanzo – Contractor

Overview: The purpose of this meeting was to discuss with each bidding contractor their means and methods leading to their final bid value and narrow down the common factor that determined final project costs.

Discussion Points:

1. Market inflation/Wage increase (estimate of 30% increase)
2. Price of suppliers and subcontractors are rising.
3. New year indicates price increase. Bids are using 2024 rates, not 2023 rates.
4. Pump Station/Proposed Wells are expensive, not considering additional wells for dewatering.
5. Difficult Project to execute due to site being a low lying area.
6. Revisiting and possibly decreasing scope of work to reduce costs.
7. Scarcity in General Contractors that perform this scope of work.

Action Items:

1. Hold a Commission meeting and have KEITH and contractor attend and present to the commission to determine the future of this project.

Regards,



Carlos Morales

Senior Associate

Office: 305.667.5474 | Mobile: 305.310.1531

Email: cmorales@keithteam.com

www.KEITHteam.com



**Town of Surfside
Regular Town Commission Meeting
February 13, 2024**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C.

Date: February 13, 2024

From: Vice Mayor Rose

Subject: Stormwater Masterplan and Abbott Avenue Drainage

Suggested Action: – For the Town Commission to bring a referendum to the residents for a revenue bond to borrow \$8 to \$10 million for the Town to be able to fund this much needed infrastructure project.

Background/Analysis: – The Town Administration has put out two different Intentions to bid (ITB) for the Abbott Avenue Stormwater Improvements. The first one came back between \$8.8 and \$12.3 million. The second ITB was put out with a more restrictive scope of work with the intention to bring it in line with what the Town had previously budgeted. This last one came back between \$8.1 - \$11.65 millions.

This is a very important item for all residents of Surfside, but in particular our Abbott Avenue residents that constantly have to deal with the flooding issues.



TOWN OF SURFSIDE
TOWN HALL IMPROVEMENTS FOR FY 2024
TOWN COMMISSION CHAMBERS
AND POLICE DEPARTMENT

DATE:

26th December, 2023

PROPOSED BY:

Lunacon Construction Group
16890 South Dixie Highway
Miami, Florida
786-293-0035



December 26, 2023

Hector Gomez
Town Manager
9293 Harding Avenue
Surfside, FL, 33154

SUBJECT: TOWN OF SURFSIDE TOWN HALL IMPROVEMENTS PROJECT

Mr. Gomez,

We are pleased to provide our proposal for the Town Hall Improvements Project. Our proposal includes Supervision, Labor, Materials, and Equipment to complete this referenced project. We have attached our Schedule of Values in compliance with the project requirements discussed on the site visit. Also included is our Assumptions and Clarifications report to give you an overview of the scope of work that we are providing.

Please do not hesitate to contact us if you have any questions or need additional information regarding this quotation. Thank you for this opportunity and we look forward to business with you.

Regards,

DocuSigned by:
Emilio Criado
04E450AEC6CD47B

Emilio Criado – President
Lunacon Construction Group, Corp.
16890 South Dixie Highway, Miami, Florida 33157
Office: 786-293-0035 / Fax: 786-293-0333
Email: ecriado@lunaconcorp.com / www.lunaconcorp.com

CGC1514246





Town Hall Improvements for FY 2024
Scope of Work Inclusion/Exclusions

1. Scope is limited to the breakdown provided below.
2. The building was assumed free from any hazardous materials. No hazmat survey/abatement was considered in the estimate
3. Construction operation time is accessible 24/7
4. Building Operations - To be discussed with the Owner
5. Project award and NTP were assumed to be within the first quarter of 2024, the proposal is only **valid for 60 days** upon receipt of this proposal.
6. No fire-rated drywall and/or impact-rated doors are considered in this estimate.
7. Phasing will be coordinated between Lunacon & Owner
8. No permit fees were considered in this estimate
9. As per the RFI response, no bond was considered in this estimate
10. Dumpsters shall be by the Owner, Lunacon to move trash/debris to the designated location
11. The Construction Period is anticipated to be at least 90 calendar days
12. Quantities provided below include waste factors



Item	Item Description/ Location	Quantity (Times per Month)	Unit
1.0.0	First Floor		
1.0.1	Installation of new vinyl flooring and baseboard in the Police Department and Police Department Lobby. Re-install with a minimum of 5-inch baseboard. All baseboard nail applied	4000	square feet
	<i>vinyl flooring</i>	4000	SF
	<i>5-inch baseboard</i>	972	LF
1.0.2	Furnish and Replace current breakroom cabinets within the Police Department. Approximately 15 linear feet of top cabinets and bottom cabinets. Install new kitchen sink and existing refrigerator. Demolish and dispose all existing.	1	Lump Sum
	<i>Demo wall cabinet</i>	12	LF
	<i>Demo base cabinet</i>	17.5	LF
	<i>Demo wood countertop</i>	12	LF
	<i>Cut stainless steel box 12"</i>	1	EA
	<i>Remove, store & reinstall existing refrigerator</i>	1	EA
	<i>Install new equipment (microwave and icemaker) - Plumbing rough-ins are not included</i>	2	EA
	<i>Disconnect kitchen sink</i>	1	EA
	<i>New wall cabinet</i>	12	LF
	<i>New base cabinet</i>	8.5	LF
	<i>New quartz countertop w/ backsplash</i>	12	LF
	<i>New kitchen sink - assumed existing rough-ins can be utilized</i>	1	EA
1.0.3	Dispatch and Seargent Officers Area: Demolish all existing cabinet work. Demolish existing partition wall and door. Install new partition wall and pocket door. Install new cabinet wood work and stone countertops. Re-finish all walls to existing finish (smooth).	1	Lump Sum
	<i>Demo ACT</i>	70	SF
	<i>Demo upper cabinet</i>	6	LF
	<i>Demo existing lower cabinet & countertop</i>	37.5	LF
	<i>Demo existing partition</i>	76.5	SF
	<i>Demo existing hm door & frame 36"x80"</i>	1	EA
	<i>Remove and reinstall lighting fixture - assumed existing circuits & fixtures can be utilized</i>	3	EA
	<i>New ACT</i>	70	SF
	<i>New lower cabinet</i>	25	LF
	<i>New upper cabinet</i>	5	LF
	<i>New quartz countertop</i>	25	LF
	<i>New pocket door & frame (single)</i>	1	EA
	<i>New Drywall Partition</i>	76.5	SF
	<i>Painting</i>	200	SF
First Floor Total Cost			



2.0.0	Second Floor		
2.0.1	Installation of new Vinyl Flooring and baseboard in the Town Commission Chambers Installation of new carpet Style and transitions to flooring in the Town Commission Chambers.	1500	SQFT
	<i>New vinyl flooring</i>	200	SF
	<i>Baseboard</i>	300	LF
	<i>Transition strip</i>	83	LF
2.0.2	Demolish existing carpet flooring in Town Chambers room	1	LS
	<i>Demo carpet flooring</i>	1625	SF
2.0.3	Create a 42" by 96" opening in partition by Town Clerk Seating Area.	1	EA
	<i>Cutout in partition</i>	1	EA
2.0.4	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Town Commission Chambers (Wall Height 9'-0"). See example provided.	160	LF
	<i>Wallpaper (budget \$4.91/sf)</i>	1440	SF
	<i>Wall trim (chair rail)</i>	160	LF
	<i>Wall painting</i>	1440	SF
2.0.5	Furnish and install new "Ocean Blue" millwork for Town Commission Dais lower desks and backdrop.	1	LS
	<i>Millwork 4'-6" paneling</i>	27	SF
	<i>Millwork 3' trim</i>	35	LF
2.0.6	Demolish existing Clerk Cabinets and Furnish and Install a total of 15' linear feet of bottom cabinets and top cabinets. Raise clear area to match commission dais.	1	LS
	<i>Cutout in partition</i>	1	EA
	<i>Demo 3' millwork (trim) under counter</i>	35	LF
	<i>Demo 4'-6" millwork (trim) wall</i>	27	LF
	<i>Demo granite baseboard</i>	35	LF
	<i>New quartz counter/deck</i>	18	LF
	<i>New 6" granite baseboard</i>	35	LF
2.0.7	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Hallways (Wall Height 9'-0")	562	LF
	<i>Wallpaper (budget \$4.91/sf)</i>	3372	SF
	<i>Wall trim (chair rail)</i>	154	LF
	<i>Painting</i>	1686	SF
2.0.8	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (single). Remove existing door and frames.	3	each
	<i>Demo hm door and frame w/ hardware</i>	3	EA
	<i>New glass door and frame w/ hardware</i>	3	EA
2.0.9	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (Doubles). Remove existing door and frames	2	each
	<i>Demo hm door and frame w/ hardware</i>	2	EA
	<i>New glass door and frame w/ hardware</i>	2	EA
Second Floor Total Cost			
Total Project Cost			

CONTACT INFORMATION FORM

COMPANY NAME:

Lunacon Construction Group

MAILING ADDRESS:

16890 Dixie HWY Palmetto Miami Bay

COMPANY PHONE NUMBER:

786 293 0035

POINT OF CONTACT NAME:

Emilio Criado

POINT OF CONTACT MOBILE NUMBER:

305-345-1328

POINT OF CONTACT EMAIL ADDRESS:

ecriado@lunaconcorp.com



Town of Surfside
Price Submittal Form
Town Hall Improvements Project

NOTE: All bidders are required to perform a walkthrough prior to submitting a price. All material pricing is to have back up as part of the submittal. The quantities provided are estimates and field measurements of actual quantities will be used for payment. The Town reserves the right to withdraw any item from the price submittal sheet. All numbers are to include mark up pricing.

Item Number	Item Description / Location	Quantity (Times per Month)	Unit	Material Cost	Labor Cost	Total Line Item Cost
1.0.0	First Floor	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.0.1	Installation of new vinyl flooring and baseboard in the Police Department and Police Department Lobby. Re-install with a minimum of 5-inch baseboard. All baseboard nail applied.	4000	square feet	\$13.32	\$8.33	\$86,581.77
1.0.2	Furnish and Replace current breakroom cabinets within the Police Department. Approximately 15 linear feet of top cabinets and bottom cabinets. Intall new kitchen sink and existing refridgerator. Demolish and dispose all existing.	1	Lump Sum	\$89,367.16	\$38,347.09	\$127,714.25
1.0.3	Dispatch and Seargent Officers Area: Demolish all existing cabinet work. Demolish existing partition wall and door. Install new partition wall and pocket door. Install new cabinet wood work and stone countertops. Re-finish all walls to existing finish (smooth).	1	Lump Sum	\$133,976.35	\$48,199.47	\$182,175.81
First Floor Total Cost		<i>leave blank</i>	<i>leave blank</i>			\$396,471.84
2.0.0	Second Floor	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
2.0.1	Installation of new Vinyl Flooring and baseboard in the Town Commission Chambers Installation of new carpet Style and transitions to flooring in the Town Commission Chambers.	1500	SQFT	\$3.70	\$2.85	\$9,823.90
2.0.2	Demolish existing carpet flooring in Town Chambers room	1	LS		\$2,991.46	\$2,991.46
2.0.3	Create a 42" by 96" opening in partition by Town Clerk Seating Area.	1	Each		\$818.66	\$818.66
2.0.4	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Town Commission Chambers (Wall Height 9'-00"). See example provided.	160	LF	\$495.36	\$208.00	\$112,538.31
2.0.5	Furnish and install new "Ocean Blue" millwork for Town Commission Dais lower desks and backdrop.	1	LS	\$28,507.81	\$8,144.47	\$36,652.27
2.0.6	Demolish existing Clerk Cabinets and Furnish and Install a total of 15'-00" linear feet of bottom cabinets and top cabinets. Raise clerk area to match commission dais.	1	LS	\$39,604.59	\$17,997.23	\$57,601.82
2.0.7	Installation of Wallpaper, Wall trims and paint in Town Hall 2nd Floor Hallways (Wall Height 9'-00")	562	LF	\$156.97	\$70.53	\$127,855.72



Town of Surfside
Price Submittal Form
Town Hall Improvements Project

NOTE: All bidders are required to perform a walkthrough prior to submitting a price. All material pricing is to have back up as part of the submittal. The quantities provided are estimates and field measurements of actual quantities will be used for payment. The Town reserves the right to withdraw any item from the price submittal sheet. All numbers are to include mark up pricing.

Item Number	Item Description / Location	Quantity (Times per Month)	Unit	Material Cost	Labor Cost	Total Line Item Cost
2.0.8	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (single). Remove existing door and frames.	3	each	\$4,254.16	\$2,398.41	\$19,957.72
2.0.9	Installation of New Town Commission Chamber glass doors and frame with ADA hardware (Doubles). Remove existing door and frames.	2	each	\$8,508.33	\$4,796.82	\$26,610.30
Second Floor Total Cost		<i>leave blank</i>	<i>leave blank</i>			\$394,850.16
Total Project Cost		<i>leave blank</i>	<i>leave blank</i>			\$791,322.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

DocuSigned by:
Emilio Criado

Authorized Signatory: _____

Executed by: Emilio Criado 04F450AEC6CD47B...

(Type or print name)

Title: President

for (Company): Lunacon Construction Group

Date: December 26, 2023