



**Town of Surfside
Regular Town Commission Meeting
AGENDA
November 12, 2020
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

B. Roll Call of Members

C. Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Charles W. Burkett

- *Miami-Dade County Association of Chiefs of Police awarded SPD Officer Joseph Matthews the Miami-Dade County Officer of the Month Award for September 2020*

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

F. Community Notes – Mayor Charles W. Burkett

G. Proclamation Presentation to Jason Greene – Mayor Charles W. Burkett
(Page 1)

2. Quasi-Judicial Hearings

3. Consent Agenda (Set for approximately 7:30 p.m.) 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. They will be recognized to speak prior to the approval of the consent agenda.

A. Minutes – Sandra N. McCreedy, MMC, Town Clerk (Pages 2-35)

- October 1, 2020 Special Town Commission Meeting Minutes
- October 13, 2020 Regular Town Commission Meeting Minutes

- October 22, 2020 Special Town Commission Meeting Minutes

***B. Town Manager's Report** – Andrew Hyatt, Town Manager (Pages 36-42)

***C. Town Attorney's Report** – Weiss Serota, Town Attorney (Pages 43-47)

D. Committee Reports - Andrew Hyatt, Town Manager (Pages 48-81)

- March 5, 2020 Downtown Vision Advisory Committee Meeting Minutes
- July 30, 2020 Planning and Zoning Board Meeting Minutes
- August 27, 2020 Planning and Zoning Board Meeting Minutes
- September 17, 2020 Downtown Vision Advisory Committee Meeting Minutes

E. FY 2021 Budget Amendment - Andrew Hyatt, Town Manager (Pages 82-86)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2020-2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Memorandum of Understanding between the Town of Surfside (Police Department), the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), and the Pinellas County Sheriff's Office (PCSO) For Access to Biometric Facial Analysis System – Andrew Hyatt, Town Manager (Pages 87-109)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, AND THE PINELLAS COUNTY SHERIFF'S OFFICE FOR ACCESS TO THE BIOMETRIC FACIAL ANALYSIS SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Dell Computer Lease Buyout - Andrew Hyatt, Town Manager (Pages 110-126)

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AT LEASE EXPIRATION FROM DELL FINANCIAL SERVICES IN THE AMOUNT OF \$32,291.28; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(K) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Resolution Authorizing Expenditure of Forfeiture Funds for Fiscal Year 2020-2021 - Andrew Hyatt, Town Manager (Pages 127-131)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FISCAL YEAR 2020/2021 POLICE FORFEITURE FUND EXPENDITURES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. Community Rating System (CRS) - Andrew Hyatt, Town Manager (Pages 132-149)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE PROGRAM FOR PUBLIC INFORMATION (PPI) RELATING TO THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

J. Approval of 2021 Town Commission Meeting Dates – Sandra N. McCready, Town Clerk (Page 150)

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

5. Resolutions and Proclamations

(Set for approximately 9:45 p.m.) (Note: Depends upon length of Good and Welfare)

A. General Planning Services Contract Authorization - Andrew Hyatt, Town Manager (Pages 151-243)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH MARLIN ENGINEERING, INC. FOR GENERAL PLANNING SERVICES FOR THE BUILDING, AND ZONING DEPARTMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Recommendation on General Landscape Services Request for Proposals (RFP) # 2020-07 and Town Administration Analysis - Andrew Hyatt, Town Manager (Pages 244-379)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING THE PROPOSALS AND AWARDING AGREEMENTS PURSUANT TO RFP NO. 2020-07 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES TO: (1) BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR PARKS & RECREATION FACILITIES AND TOWN PARKING LOTS, ADDITIONAL ON-DEMAND SERVICES AND DISASTER DEBRIS RECOVERY SERVICES, AND (2) SFM SERVICES, INC. FOR TOWN RIGHT-OF-WAY PROPERTIES, ADDITIONAL ON-DEMAND SERVICES AND DISASTER DEBRIS RECOVERY SERVICES; AUTHORIZING AGREEMENTS WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. AND SFM SERVICES, INC. FOR SUCH SERVICES; AUTHORIZING THE TOWN MANAGER TO FINALIZE AND ENTER INTO THE AGREEMENTS FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**6. Good and Welfare/ Public Comments from Residents
(Set for approximately 8:15 p.m.)**

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. COVID-19 Task Force Verbal Update – Commissioner Charles Kesl**
- B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer (Pages 380-392)**
- C. Resident Survey regarding Kayak Launch – Vice Mayor Paul (Pages 393-395)**
- D. Amending Town Code Section 2-205 Conduct of Meetings; Agenda – Mayor Charles W. Burkett (Pages 396-412)**
- E. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Andrew Hyatt, Town Manager (Pages 413-415)**
- F. Building Department Document Scanning- Andrew Hyatt, Town Manager (Page 416)**
- G. Demolition by Neglect - Mayor Charles W. Burkett (Pages 417-419)**

- H. Excessive Homeless Contribution made by the Former Commission -**
Mayor Charles W. Burkett (Page 420)
- I. Free (hassle-free) downtown parking for residents -** Mayor Charles W. Burkett (Page 421)
- J. Records Retention Policy –** Mayor Charles W. Burkett (Page 422)
- K. Regulation of Short-Term Rentals –** Mayor Charles W. Burkett (Page 423)
- L. Quality Control & Quality Assurance –** Commissioner Charles Kesl (Page 424)
- M. Weiss Serota Contract Follow up – Staff Report –** Andrew Hyatt, Town Manager (Pages 425-431)
- N. Increase Lighting Plan – Staff Report –** Andrew Hyatt, Town Manager (Pages 432-460)
- O. Lowering of Property Taxes and Water Bills – Staff Report –** Andrew Hyatt, Town Manager (Pages 461-498)
- P. Calvin Giordano Contracts – Staff Report –** Andrew Hyatt, Town Manager (Pages 499-502)
- Q. FPL Solar Together -** Vice Mayor Tina Paul (Pages 503-506)
- R. Climate Environmental Collective Revised -** Vice Mayor Tina Paul (Page 507-509)
- S. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission –** Mayor Charles W. Burkett (Pages 510-521)
- T. Amending Town Code Section 2-237 Business Relationships –** Commissioner Eliana Salzhauer (Page 522-527)
- U. Beachwalk Trimming- Staff Report –** Andrew Hyatt, Town Manager (Pages 528-533)
- V. Community Center Pool Deck Lighting - Staff Report –** Andrew Hyatt, Town Manager (Pages 534-535)
- W. Community Center Second Floor – Staff Report -** Andrew Hyatt, Town Manager (Page 536)
- X. Designated (Painted) Walking Areas in the Residential District- Staff Report –** Andrew Hyatt, Town Manager (Pages 537-539)
- Y. Alternative Kayak Launches in Addition to the 96th Street Park –** Mayor Charles W. Burkett (Page 540)
- Z. Comparison of 2006 Code to 2020 Code – Staff Report –** Andrew Hyatt, Town Manager (Pages 541-545)
- AA. Stormwater Masterplan - Staff Report –** Andrew Hyatt, Town Manager (Pages 546-547)
- BB. Amendment to the Tourist Board Ordinance –** Commissioner Nelly Velasquez (Page 548)
- CC. Legally Defective Charter Amendment Vote in 2012 –** Mayor Charles W. Burkett (Page 549)
- DD. Purchase of Land for Parks –** Commissioner Nelly Velasquez (Page 550)

- EE. **Traffic Control Devices on 88th Street and Hawthorne Avenue –**
Commissioner Eliana Salzhauer (Page 551)
- FF. **Cone of Silence/Secrecy –** Mayor Charles Burkett (Page 552)
- GG. **Taking Steps to Keep our Businesses Alive During COVID –** Mayor
Charles Burkett (Page 553)
- HH. **License Plate Readers –** Mayor Charles W. Burkett (Page 554)
 - II. **Zoning in Progress Extension -** Andrew Hyatt, Town Manager (Pages
555-559)
- JJ. **Maintenance of Beach Dunes –** Mayor Charles Burkett (Page 560)
- KK. **Byron Avenue Street Closure -** Mayor Charles Burkett (Page 561)

Staff Reports

- A. **Permanent Digital Sign -** Andrew Hyatt, Town Manager

Items Completed or Removed from Previous Agendas

- A. **Resolution Adopting an Amended Resiliency Reserve Policy Revision**
- B. **Resolution Approving the March 17, 2020 Town of Surfside Municipal Election**
- C. **Resolution Abolishing the Sustainability and Resiliency Committee**
- D. **Resolution Amending the Downtown Vision Advisory Committee**
- E. **Resolution Reauthorizing the Parks and Recreation Committee**
- F. **“Flash Your Lights”**
- G. **Mandatory Face Mask in the Town of Surfside**
- H. **Bandanas for Town Residents**
 - I. **Commission Meeting Starting Time at 6:00pm**
- J. **Discussion Regarding Assistant Town Manager position and Action**
- K. **Photovoltaic RFP**
- L. **Facilities Review**
- M. **Kayak Launch**
- N. **Jacober Contract**
- O. **Zambelli Fireworks Manufacturing**
- P. **Small Business Survival Grant**
- Q. **Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures**
- R. **Downtown Surfside Sidewalk Beautification - Plans and Studies - [Downtown Vision Advisory Committee to discuss]**
- S. **Sidewalk on N 95th St between Abbott and Byron**
- T. **Beach Raking**

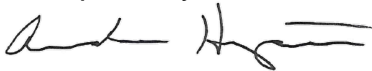
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/ Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**
- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town's Higher Education Scholarships to be called the "Arya Gray Memorial Higher Education Scholarship"**
- HH. Interlocal Shuttle System Report Update**
 - II. Reconsideration of the Installation of Berms on 92nd**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**
- LL. Streamline Town Staffing**
- MM. Brightview Agreement (FKA Luke's Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**
- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. Charter Amendments to affirm the limit of pay for elected officials to a maximum of \$1 per year, term limits for elected officials of 3 consecutive terms, or any part thereof, for both Mayor & Commissioners, a prohibition on the sale or leasing of any Town property without a referendum & a prohibition against any loan or borrowing of any type, which would put the Town into debt for more than 10% of its annual property tax revenue and which could not be fully amortized within a total of 5 years and restore development protections in the charter**
- RR. Star Cleaning Service (Street Sweeping)**
- SS. New Zoning Code-Procedural and Notice Requirements**
- TT. 92nd St Beach-end Improvements**
- UU. Develop Capital Improvement Plan (CIP)**
- VV. 10 Year Water Supply Plan**

- WW. Various Parks & Recreation Related Events and Initiatives**
- XX. CARES Act Funding Interlocal with Miami-Dade County Resolution**
- YY. Repeal of Ordinance No. 17-1662 Beach Furniture – Mayor Charles W. Burkett**
- ZZ. Preservation of Eden Project located at 9300 Collins Avenue – Removed by Mayor Burkett**
- AAA. Speeding on Collins and Harding – Removed by Mayor Burkett**

- BBB. How are Zoning Protections Against Over-Development Were Gutted – Removed by Mayor Burkett**
- CCC. Amending Town Code Section 2-233 to include Non-for-Profit – Removed by Mayor Burkett**
- DDD. Procurement Expertise – Removed by Commissioner Salzhauer**
- EEE. Take Home Vehicles – Removed by Commissioner Salzhauer**
- FFF. Beach Raking – Removed by Commissioner Salzhauer**
- GGG. Speeding and Stop Signs Running – Removed by Commissioner Salzhauer**
- HHH. Draft Ordinance Amending the Definition of Lot Coverage – Removed by Commissioner Salzhauer**
- III. Gazette Revenue and Funding Sources – Removed by Mayor Burkett**
- JJJ. Town Pension Benefits for Non-Public Safety Employees – Removed by the Town Commission**

10. Adjournment

Respectfully submitted,



Andrew Hyatt
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.townofsursidefl.gov.

TWO OR MORE MEMBERS OF OTHER 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.



PROCLAMATION

Whereas; the Town Commission promoted Finance Director Jason D. Greene to Interim Assistant Town Manager on May 26, 2020; and

Whereas; on July 14, 2020, the Town Commission promoted Jason D. Greene to the position of Acting Town Manager; and

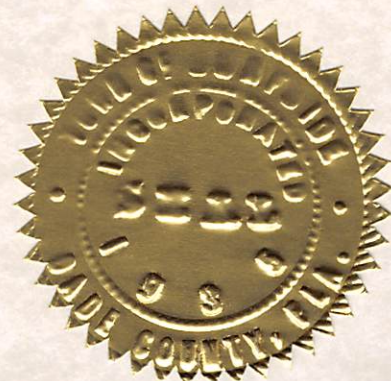
Whereas; Finance Director Greene served in multiple roles as the Acting Town Manager, Interim Assistant Town Manager, and Finance Director, managing the Executive, Finance, Information Technology, Community Services and Public Communications Departments; and

Whereas; The Town of Surfside wishes to proclaim appreciation, gratitude and recognition to Acting Town Manager Jason Greene for his dedication, management and executive leadership during this time of transition; and

Now therefore, I, Charles W. Burkett, Mayor of the Town of Surfside, Florida, by the power vested in me, do hereby proclaim the Town of Surfside's appreciation, gratitude and recognition to Acting Town Manager Jason Greene for his dedication, management and executive leadership while serving as the Interim Assistant Town Manager, the Acting Town Manager, while also serving as the Finance Director and managing the Executive, Finance, Information Technology, Community Services and Public Communications Departments.

In witness thereof I have hereunto set my hand this 12th day of November 2020.

*Charles Burkett, Mayor
Town of Surfside, Florida*





**Town of Surfside
Special Town Commission Meeting
MINUTES
October 1, 2020
7 p.m.**

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:08 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Eliana Salzhauer and Commissioner Charles Kesl.

Also present were Interim Town Manager Jason Greene and Town Attorney Lillian Arango.

2. Town Manager Recruitment Discussion and Selection – Interim Town Manager Jason Greene

Interim Town Manager Greene advised the Commission to send to Town Clerk McCready and Human Resources Director Slate-McCloud their suggestions and they will compile the scoring sheet. The results will then be calculated.

Town Clerk McCready read the votes into the record. Three votes went to Andrew Hyatt and there was a tie for second place with third place votes going to James Gleason and William Lawrence.

Interim Town Manager Greene advised the Commission to come with a vote and define number two and send an email to Town Clerk McCready and Human Resources Director Slate-McCloud to determine the tie breaker for number two and three.

Commissioner Velasquez asked if the winner will be able to be spoken to.

Town Clerk McCready advised that the second place goes to William Lawrence.

Commissioner Salzhauer stated that all the candidates were excellent and were interested in Surfside. She asked regarding the process and negotiating the contract.

Interim Town Manager Greene advised the Commission on the next step which is the Town's Labor Attorney and the Mayor negotiate the contract and bring it back for approval at the October agenda.

Mayor Burkett stated that he is fine with someone else negotiating the contract.

Commissioner Salzhauer stated that she would like to negotiate the contract or Commissioner Kesl since she is not sure that Mayor Burkett can put the best interest of the Town due to his comments in the Gazette.

Vice Mayor Paul stated that it is standard that the Mayor negotiate the contract and would suggest Interim Town Manager Greene negotiate the contract.

Interim Town Manager Greene stated that he will assist.

Mayor Burkett stated that he is fine with Commissioner Salzhauer negotiating the contract.

Commissioner Kesl stated that Vice Mayor Paul be the one to negotiate the contract. He stated that the decorum has improved in the meetings and would like for it to continue.

Commissioner Velasquez stated that she feels that the Mayor is the one who should be handling the contract negotiation.

Mayor Burkett stated that all the candidates were great. He addressed the comments made by Commissioner Salzhauer regarding the Gazette.

Vice Mayor Paul stated that she agrees with Commissioner Velasquez that the Mayor has the best interest and would like to handle the negotiation of the contract with the assistance of Interim Town Manager Greene.

A motion was made by Commissioner Salzhauer to have Vice Mayor Paul negotiate the contract with Town Manager Candidate Andrew Hyatt, seconded by Commissioner Kesl. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

Interim Town Manager Greene advised the Commission that on Tuesday the Town will host a Community Meeting regarding the ballot questions.

Town Clerk McCready reminded the Commission that per the September 15, 2020 Special Commission Meeting any item for the October 13, 2020 meeting that a communication memo has not been received by the Clerk's Office by tomorrow at 5:00

p.m. will be removed from the agenda.

Commissioner Salzhauer asked who will be presenting on the other two ballot items.

Interim Town Manager Greene stated that he will be presenting the other two items besides FPL.

Commissioner Salzhauer asked regarding the debt of P3.

Interim Town Manager Greene stated that he will be addressing the presentations as well as the P3.

Commissioner Velasquez asked when is the next Commission meeting.

Town Clerk McCready stated that the next Commission meeting will be held on October 13, 2020.

Commissioner Velasquez asked for additional time to submit the memos and asked if she could submit them by October 7 or 8.

Town Clerk McCready advised that the agenda goes out the week before the meeting and this deadline is needed in order to produce the agenda on time.

Mayor Burkett suggested that the Commission have their memos to the Town Clerk's Office by Monday at noon.

Mayor Burkett asked for Town Clerk McCready to do a chart with the votes.

3. Public Comments

No public speakers.

4. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 7:40 p.m. The motion received a second from Vice Mayor Paul. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
AGENDA
October 13, 2020
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:01 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl, Commissioner Nelly Velasquez and Commissioner Eliana Salzhauer.

Also present were Interim Town Manager Jason Greene and Town Attorney Lillian Arango.

C. Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Charles W. Burkett

Commissioner Salzhauer made the appointment of Elliot Kula to the Downtown Vision Advisory Committee. She also stated that the Commission needs to fill two alternate spots for the Planning and Zoning Board and would like to place it on a future agenda. She also stated that they need to make appointments to the Personnel Appeals Board.

Mayor Burkett stated possibly placing it in the Gazette in order to get more applicants.

Commissioner Salzhauer apologized to the residents for all the privacy violations they have had and commended the Mayor for his creative writing. She stated that she received complaints from residents of having individuals coming to their home without masks handing out pamphlets.

Mayor Burkett advised the Commission that they have an open microphone at the beginning of the meeting.

Commissioner Kesl spoke regarding removing item 9O (Town Pension Benefits for Non-Public Safety Employees) in order to get an opinion from the new Town Manager on that item which would also bring stability to the staff.

A motion was made by Commissioner Kesl to remove item 9O (Town Pension Benefits for Non-Public Safety Employees) from the discussion items, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Velasquez stated that would bring stability to our staff and commented on the many staff members that are leaving.

Vice Mayor Paul wished everyone Happy Halloween and reminded everyone to go out and vote.

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

F. Community Notes – Mayor Charles W. Burkett

2. Quasi-Judicial Hearings

3. Consent Agenda (*Set for approximately 7:30 p.m.*)

A motion was made by Commissioner Kesl to approve the Consent Agenda with the amendment to the minutes, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Salzhauer clarified to the residents what item 3J (FAA) was about, the reasoning for this item and they advocated on the residents' behalf.

Vice Mayor Paul gave additional background on item 3J (FAA) which has been in the works for the last two years and the excellent job the attorneys have done.

Vice Mayor Paul commented on approving the minutes with amendments.

Commissioner Kesl commented on the efficient work that the Commission has been doing and everything on the consent agenda is important but he called this vote because it is in order and proper use of our time.

Commissioner Salzhauer wanted to make sure that her amendments to the minutes were included as well as the importance of the MOU with Ruth K Broad and the efforts of making sure that the children of Surfside taxpayers are addressed.

Mayor Burkett commented on the item regarding combat pay for our Interim Town Manager and stated that he was giving an interim pay amount which brought it up to the appropriate pay and thanked Vice Mayor Paul for having that done.

A. Minutes – Sandra N. McCready, MMC, Town Clerk

- August 11, 2020 Regular Town Commission Meeting Minutes
- August 18, 2020 Special Town Commission Meeting Minutes
- August 25, 2020 Special Town Commission Meeting Minutes
- September 10, 2020 Regular Town Commission Meeting Minutes
- September 15, 2020 Special Town Commission Meeting Minutes
- September 15, 2020 First Budget Hearing Meeting Minutes
- September 22, 2020 Second Budget Hearing Meeting Minutes

Approved on consent.

***B. Town Manager's Report** – Jason Greene, Interim Town Manager

Approved on consent.

***C. Town Attorney's Report** – Weiss Serota, Town Attorney

Approved on consent.

D. Committee Reports - Jason Greene, Interim Town Manager

- March 2, 2020 Tourist Board Meeting Minutes
- July 15, 2020 Budget Advisory Committee Meeting Minutes
- July 20, 2020 Parks and Recreation Committee Meeting Minutes
- August 3, 2020 Tourist Board Meeting Minutes
- August 17, 2020 Parks and Recreation Committee Meeting Minutes

Approved on consent.

E. Acting Town Manager Proclamation and Pay Adjustment – Vice Mayor Tina Paul

Approved on consent.

F. Memorandum of Understanding between the Town of Surfside and the Town of Bay Harbor Islands - Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE TOWN OF BAY HARBOR ISLANDS RELATING TO A SCHOOL ADDRESS

VERIFICATION PLAN CONTRIBUTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- G. Resolution Approving a Memorandum of Understanding (MOU) Between the Town of Surfside and the Florida State Lodge Fraternal Order of Police to Provide 1% Hazard Pay to First Responders- Jason Greene, Interim Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE TO PROVIDE 1% HAZARD PAY TO FIRST RESPONDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- H. Approval of Resolution – Acceptance of State Financial Assistance Grant - Florida Department of Law Enforcement (FDLE) Florida Incident-Based Reporting System (FIBRS) Implementation Grant Award - Jason Greene, Interim Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A \$27,567.22 STATE FINANCIAL ASSISTANCE GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR THE FLORIDA INCIDENT-BASED REPORTING SYSTEM (FIBRS) IMPLEMENTATION PROJECT; APPROVING THE GRANT AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- I. Budget Amendment - Jason Greene, Interim Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- J. Resolution Urging the Federal Aviation Administration (FAA) to Modify and Redirect Flight Paths and Altitudes Imposed in the South-Central Florida Metroplex/Nextgen Air Transportation (Metroplex) to Mitigate Detrimental Impacts to the Town of Surfside and Surrounding Communities; Further Urging Support for Miami-Dade County's Proposed Resolution Requesting Data and Other Evidence Demonstrating the Benefits and Impacts of Metroplex – Vice Mayor Tina Paul**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FEDERAL AVIATION ADMINISTRATION (FAA) TO MODIFY AND REDIRECT FLIGHT PATHS AND ALTITUDES IMPOSED IN THE SOUTH-CENTRAL FLORIDA METROPLEX/NEXTGEN AIR TRANSPORTATION (METROPLEX) TO MITIGATE DETRIMENTAL IMPACTS TO THE TOWN OF SURFSIDE AND SURROUNDING COMMUNITIES; FURTHER URGING SUPPORT FOR MIAMI-DADE COUNTY'S PROPOSED RESOLUTION REQUESTING DATA AND OTHER EVIDENCE FROM THE FAA DEMONSTRATING THE BENEFITS AND IMPACTS OF METROPLEX; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

5. Resolutions and Proclamations

(Set for approximately 9:45 p.m.) (Note: Depends upon length of Good and Welfare)

- A. Design Services for the Reconstruction of 96th Street Park- Jason Greene, Interim Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO, PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR

RECONSTRUCTION OF 96TH STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Vice Mayor Paul stated that this was part of the 5-year plan and at some point they should consider sending out a survey to the residents to know the expectations of this project.

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

B. Miami-Dade County Local Mitigation Strategy (LMS) Plan – Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

C. Structural Plans Review Funding Authorization - Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR STRUCTURAL PLAN REVIEW SERVICES TO M.T. CAUSLEY, LLC; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

D. Downtown Decorative Lighting - Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE, INSTALLATION AND MAINTENANCE OF PERMANENT LIGHTING FOR THE DOWNTOWN DISTRICT AND AUTHORIZING AN AGREEMENT WITH R&D ELECTRIC INC. FOR SUCH LIGHTING; FURTHER AUTHORIZING THE INSTALLATION AND MAINTENANCE OF SUPPLEMENTAL LIGHTING FOR PALM FRONDS, MONUMENT SIGNS AND POCKET PARKS AND AUTHORIZING AN AGREEMENT WITH MIAMI CHRISTMAS LIGHTS FOR SUCH SUPPLEMENTAL LIGHTING; FINDING THAT THE PURCHASES/WORK ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE FOR TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AGREEMENTS FOR SUCH PURCHASES/WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Vice Mayor Paul to discuss the Resolution, seconded by Commissioner Salzhauer.

Vice Mayor Paul asked Interim Town Manager Greene if these LED lights can change colors.

Interim Town Manager Greene stated that they are one color and the example on the agenda is from this vendor implementing this product on the 41st corridor in Miami Beach.

Vice Mayor Paul stated that initially she was not in favor of adding these additions and believes it would be a nice addition. She asked what is being approved.

Mayor Burkett stated they are approving whatever the Commission is asking to approve.

Vice Mayor Paul stated that she would approve having the monument signs.

Interim Town Manager Greene stated the recommendation is to approve the RED electric lighting system and implement for one year the monument Christmas lights and next year they could address it again.

Commissioner Salzhauer stated that the item approves the lighting and installation of lights for pocket parks, monument signs and palm fronds and believes the resolution needs to be amended unless the Commission would like

to spend an additional \$60,000.

Interim Town Manager Greene stated that the last whereas of the resolution speaks only about the \$15,000 for the monument signs.

Vice Mayor Paul asked if the monument signs could be colored lights.

Interim Town Manager Greene stated that the title listed on the agenda is an older version and the resolution is only for RED electric and the monument signs. He stated that the lights for the monument signs were purchased last year and it could be reviewed next year.

Commissioner Salzhauer asked Interim Town Manager Greene what is being approved.

Interim Town Manager Greene gave an explanation of the extension of the contract and the specifics of lights and advised the Commission that the Town does own the lights.

Commissioner Salzhauer asked if RED electric could do anything with the monument signs.

Interim Town Manager Greene stated that they could possibly do something but RED has not come back to them.

Commissioner Kesl gave clarification of the different types of lighting temperature and the lights we are getting for the trees and monument signs as well as the types of lighting. He also stated that the rope lighting does get yellow after some time.

Interim Town Manager Greene addressed comments made by the Commission regarding the type of material being used.

Commissioner Velasquez stated that she agrees with the daylight style of lighting because it gives it a nice contrast.

Commissioner Salzhauer asked Commissioner Kesl if this is something he would like to implement for the Town and if he is happy with the lighting.

Commissioner Kesl stated that he likes the warm lighting and it is more welcoming and is requesting 5,000k for lighting.

Interim Town Manager Greene stated that he does not know if that is a product that is available and they would have to start from the beginning if the Commission wants to change it to 5,000k.

Further discussion took place among the Commission regarding the different lighting, brightness, the existing product, what is available, the cost involved and warranty, as well as it being funded through Tourist Resort funding.

The following individual from the public spoke on the item:
George Kousoulas stated that 4,000k would be best.

Commissioner Kesl commented on the lighting and that 4,000k is better and timing is crucial.

Vice Mayor Paul asked if the Commission would like to do the palm frond lighting instead of the monument lighting.

Commissioner Velasquez stated that she would like to leave it the way it currently is and believes this is a good deal.

Commissioner Salzhauer stated that since there are two different lighting temperatures you could not mix them and would like to see what RED is able to offer going forward before the contract is signed.

Interim Town Manager Greene commented that the budget and expenditure will be using additional funds and he will be bringing a budget amendment in November to cover the change. He commented on interest to request the unit cost in case there is an opportunity to purchase a structure from a different vendor adding it to the contract.

Commissioner Kesl spoke regarding the effects of underlighting for the palm fronds in different colors and it being added on later.

Mayor Burkett commented that the monies to pay for this are coming from the Tourist Fund and it is being redirected to Town events and believes it is a very wise expenditure.

Commissioner Velasquez stated that they have saved an enormous amount of money with events in different areas and Christmas is an important time of the year and incorporate both the palm fronds and the monument lighting.

Discussion took place among the Commission regarding adding the palm fronds to the contract and look at the cost.

Interim Town Manager Greene stated that they have a quote from Miami Christmas Lights and if the Commission gives their approval, they would move forward and a quote for the palm fronds which would be approximately \$28,000.

Commissioner Salzhauer commented on the different colors since there are two vendors and it is an additional cost especially when they let go of an employee

that made less than the cost for adding the palm fronds.

Vice Mayor Paul is in agreement in keeping the monument signs.

A motion was made by Commissioner Velasquez to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

E. General Planning Services RFQ 2020-05 - Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, MARLIN ENGINEERING, PURSUANT TO RFQ NO. 2020-05 SEEKING GENERAL PLANNING SERVICES, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Salzhauer asked if Walter Keller would be assigned to our Town.

Interim Town Manager Greene stated that they will work with the Town Attorney to make sure that the language will be in the contract along with the termination clause.

Commissioner Salzhauer asked how soon will they be on board.

Interim Town Manager Greene stated that the contract has to be negotiated and by mid-November they could begin the transition.

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

F. Public Information Representative Contract with Pinzur Communications - Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE SECOND RENEWAL/AMENDMENT TO THE AGREEMENT WITH PINZUR COMMUNICATIONS, INC. FOR PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Kesl stated that this contract saves the Town money and being able to find a solution on the communication front that everyone will be happy. He stated that he would still want an internal position.

Commissioner Velasquez stated that this position needs to be brought inhouse and believes that there are too many people doing the same job. She stated that they need to find someone with the talents and knowledge needed.

Commissioner Salzhauer agrees with Commissioner Kesl and stated that the Budget Advisory Committee also agreed with bringing these duties inhouse and there will be more consistency.

Vice Mayor Paul stated that a lot of the issues were pre-COVID and not being managed properly and accountability. She is looking forward to the new Town Manager coming in and streamlining a lot of things and the need for a graphic designer.

Commissioner Kesl stated that what they are lacking is someone who is in a director position with a communications and media background that would take care of a lot of issues they are encountering.

Mayor Burkett stated that he agrees with Commissioner Kesl with having someone inhouse and Pinzur has done a good job and if they can find someone inhouse and hire them if they are better.

A motion was made by Commissioner Kesl to approve the Resolution, Mayor Burkett passed the gavel and seconded the motion. The motion carried with a 5-0 vote.

G. Engineering Services for Abbott Avenue Drainage - 90th Street to 96th Street RFQ 2020-04 – Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, KEITH ENGINEERING, PURSUANT TO RFQ NO. 2020-04 SEEKING ENGINEERING SERVICES FOR THE STUDY AND DESIGN OF ABBOTT AVENUE DRAINAGE IMPROVEMENTS FROM 90TH STREET TO 96TH STREET, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Vice Mayor Paul requested to defer the item due to not having time to review the item.

Commissioner Velasquez stated that people have been waiting for years and water has been going into their homes and they need a solution. She stated that residents have been waiting for this and it is a serious issue.

Commissioner Salzhauer stated that they have to address the flooding on Abbott Avenue and supports fixing the flooding.

Commissioner Kesl stated that this is a time sensitive issue and direction was given to Interim Town Manager Greene. He stated that Vice Mayor Paul spends her time reviewing the projects and he trusts her and knows where she is coming from. He commented on following up with projects and this issue needs to be addressed.

Mayor Burkett stated that he agrees with everything that was said. He asked IT Jose Feliz to place the newsletter on the screen.

Commissioner Salzhauer stated that she is against the slander Mayor Burkett made regarding her and his presentation has to be submitted in advance.

Mayor Burkett stated that he will be showing the flooding that is taking place and gave options to correct the problem.

Vice Mayor Paul responded to the comments made by Commissioner Velasquez. She stated that she understands how long residents have been waiting for this and she was not able to locate the presentation. She stated that she wants to make sure they are picking the correct firm and she has been working on this for several years.

Commissioner Salzhauer stated that what Mayor Burkett did is inappropriate and the rules are that he has to submit any presentation in advance and it is disrespectful to the residents and the rest of the Commission. She stated that it is important for Vice Mayor Paul to review the presentations and is fine with waiting.

Commissioner Kesl stated that he will be voting for this and basing his decision on his judgment and he does not have time to be able to fully understand everything that goes across his desk and trusts Interim Town Manager Greene's recommendation.

Commissioner Velasquez stated she was not attacking anyone, she just wanted the residents to get a resolution tonight to the problem of the flooding

on Abbott Avenue.

Mayor Burkett commented on the time allotted to each Commissioner to speak and if he feels that a presentation that shows raising the homes will help, he will show it.

Vice Mayor Paul stated she did not feel attacked and trusts and values Interim Town Manager Greene's recommendation and would still like to see the presentation. She stated if they would like to vote now, she will support the item.

Commissioner Salzhauer stated that Mayor Burkett must follow the rules and that was voted on as the new rules in the meetings. She asked Interim Town Manager Greene if he was part of the Committee.

Interim Town Manager Greene stated that it was not correct for him to be part of the evaluation committee but the Public Works Director as well as a resident, Ms. Deborah Cimadevilla, were part of the committee and this item will be brought back to the Commission.

Commissioner Salzhauer stated that she respects Vice Mayor Paul having more time but would like to move forward.

Commissioner Kesl stated that he will be voting for this item and does believe that a visual presentation is different from verbal and believes that there should be a timeline in submitting the visual presentations in advance due to the technical assistance needed.

Mayor Burkett stated that there will not be cancelled culture and interruptions during Commission meetings and if any of the Commissioners have a presentation, they have the right to do so.

Commissioner Velasquez stated she does not understand all this censorship and she did not vote for that rule. She stated that she respects Vice Mayor Paul's request and under any other circumstance she would support it but this is something that the residents have requested.

A motion was made by Commissioner Salzhauer to have an additional one minute discussion, seconded by Vice Mayor Paul. The motion failed with a 2-3 vote with Mayor Burkett, Commissioner Velasquez and Commissioner Kesl voting in opposition.

The following individuals from the public spoke on the item:
Debby Cimadevilla
George Kousoulas
Jeff Rose

Joshua Epstein

A motion was made by Commissioner Velasquez to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

6. Good and Welfare/ Public Comments from Residents
(Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

The following individuals from the public spoke:

Joshua Epstein spoke regarding Mayor Burkett's actions and his actions were the same as a decade ago. He stated that Mayor Burkett's behavior is appalling and commented on his false narratives against Commissioner Salzhauer.

Jeffrey Platt stated that Vice Mayor Paul is doing a great job, Commissioner Kesl should have been at the last meeting to put something to rest, Commissioner Salzhauer should keep up the hard work and she is the voice of the people of this Town.

Ann Findlay spoke regarding the stop signs removed on 88th Street and many residents in the 3-block radius. She spoke regarding the safety issue with the speeding around that corner.

Mayor Burkett addressed the comments made by speaker Ann Findlay regarding the stop signs and folding signs were his idea and believes it is working.

Jeff Rose spoke regarding the great job Interim Town Manager Greene is doing and is upset that the Planning and Zoning Board Meeting for October was cancelled. He stated that it is not fair to the residents and his clients.

Mayor Burkett stated that we do not have a Town Planner due to him being offended because of disrespectful comments that were made.

Alicia Boymelgreen spoke regarding divisiveness and overstepping by the Mayor. She spoke regarding cleanup among the Town. She would like to request that legal matters be handled by the Town Attorney.

Mayor Burkett addressed the comments made by speaker Boymelgreen and read into the record an email he sent to Interim Town Manager Greene regarding offering a prayer at the beginning of the meetings.

Commissioner Kesl spoke regarding the process of addressing comments to public speakers and point of order.

Commissioner Salzhauer also commented that they cannot pick and choose who to respond to and they need to figure out if Good and Welfare will be a time to

engage with the speakers and equal treatment is not being given to the speakers. She asked what the format to address the speakers would be.

Town Attorney Arango addressed the comments made regarding agenda procedure on Good and Welfare and read the restriction which states that each Commissioner can weigh in to address comments made under Good and Welfare and each one has three minutes.

Commissioner Velasquez stated that it is not about picking and choosing because some are just commenting on comments made by Commissioners and does not agree with cancelling the October Planning and Zoning Board Meeting. She also addressed comments made by Alicia Boymelgreen.

Vice Mayor Paul addressed the procedure portion and stated that the Commission comment individually after all the public speakers under Good and Welfare speak.

Commissioner Kesl stated that what is happening now reinforces why they have rules and how things are being approached.

Mayor Burkett stated that he agrees with Vice Mayor Paul to reserve comments to the end and each Commissioner will have three minutes to address those comments at the end of Good and Welfare. He addressed the issue regarding the palms due to a resident complaining about it and we need to be fair to everyone. He stated that the County required the Town to remove the stop signs.

Commissioner Velasquez stated that the issue addressing the comments at the end is that they might forget what the resident stated or the resident might leave and feels that the Commission should be able to address the comments once that resident speaks. She stated that they need to discuss a traffic study for the stop signs in order to have the County place them back.

Carlos Planas spoke regarding his wife's position that was cut due to budget reductions.

Commissioner Salzhauer agrees with addressing the comments made by public speakers.

Vice Mayor Paul stated that it should be done fairly to respond to everyone.

A motion was made by Commissioner Velasquez to have a minute to address comments made by each speaker, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

George Kousoulas stated that speakers would stick around to see if their comments were answered. He spoke regarding the zoning in progress and that it will be

expiring soon. He spoke regarding hiring a new Town Planner and scheduling a dedicated meeting to discuss zoning.

Commissioner Kesl thanked George Kousoulas for bringing the issue back to perspective and stated that the rules define our common understanding of the issues at hand.

Mayor Burkett stated that looking back it is important to note that what is important is the subject and at times it is popular and sometimes it is not and no one has been prevented from talking. He stated that this Commission has been very open and they do not have people shutting others down.

Commissioner Salzhauer commented on the perception and many residents do not feel that they have been given the opportunity to have ample time to speak.

Vice Mayor Paul wanted to remind everyone that Good and Welfare is the time given to the residents and maybe they don't have the answers tonight but they need to acknowledge their concerns.

Mandyf Davenport spoke regarding the Commission Meetings and wanted to remind them that they are in this together and this is the time to listen to the residents.

Commissioner Velasquez asked Town Attorney Arango why we are not having a Planning and Zoning Board Meeting this month.

Town Attorney Arango stated that the single-family applications coming before the Board are quasi-judicial items and without a Town Planner, he cannot address comments from the applicants or owners and it is a quasi-judicial question.

Commissioner Salzhauer stated that as the liaison for the Planning and Zoning Board, they decided to start negotiations with another Planning Firm and the Board Members were surprised that some of the measurements were off and they were frustrated. She stated that it has nothing to do with her and Mr. Hickey was not happy with the comments made by the Board.

Town Planner James Hickey addressed the comments made by Commissioner Salzhauer that CGA was being changed out to a new company and some of the board members were frustrated but a couple were unhappy with the process that CGA was working through and it was not only the way he was being treated. It was also impacting the applicants and did not believe that it was the proper process. He also stated that if the items are quasi-judicial in nature, they have to be deferred to the Town Attorney.

Commissioner Kesl thanked Town Planner Hickey for his comments and he stated

to the residents that he would like to have answers to their questions.

Debby Cimadevilla asked for all residents to vote yes on November 3 for referendum number 1 regarding undergrounding utilities.

Fernanda Siqueira asked Mayor Burkett to stop the harassment of Commissioner Salzhauer, the Gazette, pamphlets and him being more positive.

Mayor Burkett addressed the comments made by speaker Fernanda Siqueira and stated if there is anything that is inaccurate, he will be happy to fix it. He stated that his job is to report what is taking place.

Commissioner Salzhauer thanked speaker Siqueira for her comments made regarding the harassment by Mayor Burkett and the personal attacks.

Vice Mayor Paul supports Commissioner Salzhauer and stated they were all elected to serve the people and personal attacks do not serve the people. She stated that they work better when they work together.

Commissioner Velasquez stated that no one walked the Town more during elections than herself and the Mayor and they campaigned for everyone. She also stated that everyone has the right to free speech.

Commissioner Kesl thanked speaker Siqueira for her comments and he supports everyone and commented on having rules and basic understanding of decorum.

Mayor Burkett stated that there is some nastiness going around and Commissioner Salzhauer filing ethics complaints against him and encouraging everyone to do the same. He stated that no one will cancel him.

Commissioner Salzhauer stated that she did not do anything until residents complained to her about his actions.

Commissioner Velasquez stated that Commissioner Salzhauer has told residents to file ethics complaints against herself and Mayor Burkett.

Commissioner Kesl stated that this is not the right forum to address grievances.

Vice Mayor Paul stated that they need to move on and do the job they are there for by representing the residents and all get along to move the Town business forward.

Mayor Burkett stated that rather than debate the facts on the merits, Commissioner Salzhauer prefers to shut everyone down and continues making faces and never addresses the bottom line. He invited Commissioner Salzhauer to write him a letter instead of the Ethics Board. He stated that the Ethics Board even advised Commissioner Salzhauer that there were no violations committed. He stated if she shows something he did wrong, he will fix it.

Joanna Hoffman stated that she is disgusted by our Mayor and he has been a terrible leader and belittles everyone as well as what he has sent out to the residents. She asked him to stop so they can move forward.

Mayor Burkett asked what is disgusting in the newsletter.

Ms. Hoffman stated why is he sending out newsletters when they are not in a campaign and being so combative during a pandemic.

Horace Henderson stated that what the Mayor sends out is very helpful and useful and anyone can opt out whenever they want to. He stated that Commissioner Salzhauer will not listen and the double finger is unacceptable.

Commissioner Salzhauer addressed the comments made by Mr. Henderson and it is hard to do her job serving the residents when the Mayor is doing the things he is doing.

Commissioner Velasquez addressed disrespecting the Mayor while interviewing the Town Manager and not allowing him to negotiate the Town Manager's contract. She stated that he is here for the best interest of the residents. She stated that it is disrespectful for her to go to residents for them to file ethics complaints.

Commissioner Kesl stated that this is not about choosing sides. He stated that everyone is entitled to their opinions and as long as there is a disclaimer than he is fine with it. He also stated that passing judgement on someone's path they choose is not his position.

Vice Mayor Paul stated that this is not about us and we need to get to work and would give her 44 seconds left to speaker Fernanda Siqueira.

Fernanda Siqueira stated that she is not against him and watched the beach ordinance meeting and read his email into the record. She stated that she never favored the hotels.

Mayor Burkett addressed the comments made by Fernanda Siqueira and that Commissioner Salzhauer favored more chairs on the beach.

Commissioner Salzhauer addressed the comments made regarding the beach chairs and it was 600 total beach chairs for the entire beach. She stated that the Mayor asked for almost 2,000 beach chairs and asked everyone to watch the last half-hour of the beach chair ordinance meeting. She stated that the Mayor advocated for cap and trade.

Mayor Burkett stated that Commissioner Salzhauer called him a fraud and that he lied and he stated that he has never called anyone a fraud and never called her

names because it is not professional. That is why we are losing good employees; we lost the Town Manager and the Town Planner.

Commissioner Kesl stated that its best to focus on the Town's interests and hold people accountable to honesty and all statements have nuances that are hard to prove if they are lies. He stated that they need to move to basic respect and take care of Town business.

Vice Mayor Paul addressed Mr. Planas' comments regarding the firing of his wife. She stated that she brought that up at the budget meeting and it is not under the Commission's purview and asked the Town Manager if her position was able to be reconsidered. She apologized to Mr. and Mrs. Planas.

Commissioner Velasquez also commented on Mrs. Planas' position and spoke regarding the budget cuts and she would like to see if she can be reinstated to her position and knows that it is up to the Town Manager.

Commissioner Salzhauer asked Town Attorney Arango if they are allowed to make this request.

Mayor Burkett asked Town Attorney Arango if it is possible for a Commissioner to make such a motion and second.

Town Attorney Arango stated that the hiring and firing of employees is up to the Town Manager.

Mayor Burkett stated that possibly the motion should be to make that a recommendation to the Town Manager.

Commissioner Salzhauer commented on Mrs. Planas' position and there are rules of what they can and cannot do but there are laws in place. She stated these rules are in place and respects the Town Manager's position of hiring and firing of employees.

Vice Mayor Paul stated that she cannot second that motion because it violates the Charter. She asked if there was a reconsideration of her position. She cannot support a motion for something that they are not allowed to do. She spoke regarding the budget cuts that were made.

Commissioner Kesl stated that they are challenged by the structure they have. He spoke with Mrs. Planas regarding this and raised a flag that this does not look right and asked why her position was cut.

Commissioner Velasquez changed her motion for it to be a recommendation to the Town Manager to allow her to work and understands it is at the discretion of the Town Manager.

A motion was made by Commissioner Velasquez to recommend the Town Manager to reinstate Donna Planas to her position. The motion died for lack of a second.

Vice Mayor Paul addressed the comment of Commissioner Velasquez with her comment that they know where they stand.

Yoann Andreu stated how sad this is and the participation at the planning and zoning meetings.

Commissioner Kesl addressed the comments made by speakers and stated that he identifies with them. He commented on not seeing forward movement.

Vice Mayor Paul stated that Dana Brunet would like to speak about 88th Street. She addressed the comments made regarding decorum.

Town Clerk McCready stated that is an item on the agenda.

Vice Mayor Paul asked if she could give Ms. Brunet her time.

The following individual spoke:

Dana Brunet spoke regarding the 88th Street stop signs and would like a solution to this problem and the drivers speeding. She asked what the Town will be doing about this.

Commissioner Salzhauer addressed the comments made and stated that she would like to see themselves working together and getting along. She commented about the Mayor being manipulative with other Commissioners and it is very sad. She would implore him to stop it. She asked him to review what he writes in the Gazette.

Commissioner Velasquez stated that she hopes all the issues get taken care of and they will be able to move on and work for the residents and stop all this nonsense. She stated that all this bickering is unproductive and this is not the forum for this.

Mayor Burkett stated that Vice Mayor Paul is correct that its about decorum and he stated that the rules will be changed so the residents can speak. He addressed comments made by a speaker that by him handing out flyers he is disgusting. He also spoke regarding comments made by Commissioner Salzhauer about him and he being mentally ill. He addressed the comments made by Joshua Epstein calling him a liar. He further addressed comments made by Commissioner Salzhauer.

Mayor Burkett closed public comments.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. COVID-19 Task Force Update – Commissioner Charles Kesl

Commissioner Kesl gave an update of the COVID-19 Task Force and the numbers of individuals being infected. He asked Tourism Director Frank Trigueros to share about how the Town is prepared.

Tourism Director Frank Trigueros spoke regarding the COVID-19 Task Force and the meetings that took place. He gave the percentage of infections in Miami Dade County and it has increased. He commented on them following the CDC and County guidelines and best practices should be followed and continue to be vigilant.

The following individual from the public spoke:
Jeff Rose

Vice Mayor Paul thanked Jeff Rose and the employees coming into Town to work. She spoke about the enforcement of wearing masks and the difference is not collecting fines until the pandemic is over.

Commissioner Salzhauer stated that there is confusion on what the rules are and everyone is to be wearing a mask. She discussed the walking path and asked the Town Manager how they could enforce the walking path.

Interim Town Manager Greene addressed the comments made by Commissioner Salzhauer and stated that they are still to wear masks and it will be enforced.

B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer

Commissioner Salzhauer asked if they are ending the meeting at 11:00 p.m. she would prefer to have her item remain at the top of the agenda and have it deferred to the next meeting.

Consensus was reached to defer this item to the next meeting and having it at the top of the agenda.

C. Permanent Digital Sign – Commissioner Nelly Velasquez

Commissioner Velasquez introduced the item and stated that this is to replace the ugly boards diagonal to Publix. She stated that this would be used to let the residents know of upcoming events and news. She stated that many different things could have been placed out for the residents that would save the Town money. She spoke about placing two digital signs. She is requesting the Commission approve this in order for the Town Manager to purchase the items.

Commissioner Salzhauer stated that she was under the impression that the Town had digital signs.

Commissioner Velasquez asked Interim Town Manager Greene to explain what these signs are.

Commissioner Salzhauer stated that is why it would have been helpful to have a picture of the signs and more information. She stated that maybe this item could be deferred to the next meeting and it could be brought back with pictures of the sign.

Commissioner Velasquez requested to bring back this item at the next meeting in order to bring more information.

Commissioner Kesl stated that this is something that will not distract traffic.

Vice Mayor Paul stated that this was approved with the previous Commission and her concern was the digital sign being distracting to traffic and if there is something else that can be used that are not the digital signs.

Mayor Burkett stated that they could come up with another design and placing it in two locations, decide how they should look and their placement. He stated that possibly the Commission could send Interim Town Manager Greene some ideas and locations.

Interim Town Manager Greene addressed the comments made and stated that it was budgeted in the FY 2019-2020 but that expired with this new budget. He will forward to Commissioner Velasquez the information for her to add to her memorandum and read it into the record.

Commissioner Velasquez had stated that this was brought to Interim Town Manager Greene a few months ago and it was removed during the budget cuts.

Interim Town Manager Greene stated that procedurally now that the item was discussed and it is by consensus to bring a resolution to amend the budget, have it removed and Commissioner Velasquez will work with the

new Town Manager and Director of Communications to bring it back to the Commission as a resolution.

Interim Town Manager Greene stated that the intention was to hire Andy Hyatt as the new Town Manager and his intention is to call a special meeting on 10/22/2020 at 7:00 pm to approve and execute the contract and it would be a one item agenda.

Vice Mayor Paul stated that her concern was the digital signs and would like to see alternatives to it and would like to see it come back with alternatives in place.

Commissioner Kesl stated that the monument sign represents messaging for the residents and should look systemically and what content should be on the sign.

Commissioner Velasquez stated that the digital signs should be able to be changed remotely from a computer in order to change the message. She asked what would happen with the sign once the Town no longer needs it.

Commissioner Salzhauer spoke regarding the important questions on the ballot and they are all in agreement that these ballot questions are important. She asked for all residents to go and vote.

A motion was made by Commissioner Velasquez to extend the meeting by 15 minutes, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Salzhauer continued explaining the ballot questions that will be on the ballot for the November election.

Commissioner Velasquez commented on the ballot questions and how many residents want the undergrounding of the powerlines and encouraged residents that are for undergrounding powerlines to vote yes.

Vice Mayor Paul encouraged everyone to go out and vote.

Mayor Burkett encouraged everyone to vote and that is why he will be handing out a pamphlet explaining the ballot questions and encouraged everyone to go out vote.

Commissioner Salzhauer stated that his newsletter is slandering her character and is not positive to the residents.

Mayor Burkett stated that his newsletter explains the issues in the Town and ballot questions.

- D. Resident Survey regarding Kayak Launch** – Vice Mayor Paul
- E. Amending Town Code Section 2-205 Conduct of Meetings; Agenda** – Mayor Charles W. Burkett
- F. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path** - Jason Greene, Interim Town Manager
- G. Building Department Document Scanning**- Jason Greene, Interim Town Manager
- H. Demolition by Neglect** - Mayor Charles W. Burkett
- I. Excessive Homeless Contribution made by the Former Commission** - Mayor Charles W. Burkett
- J. Free (hassle-free) downtown parking for residents** - Mayor Charles W. Burkett
- K. Records Retention Policy** – Mayor Charles W. Burkett
- L. Regulation of Short-Term Rentals**– Mayor Charles W. Burkett
- M. Quality Control & Quality Assurance** – Commissioner Charles Kesl
- N. Weiss Serota Contract Follow up – Staff Report** – Jason Greene, Interim Town Manager
- O. Town Pension Benefits for Non-Public Safety Employees** – Mayor Charles W. Burkett
- P. Increase Lighting Plan – Staff Report** – Jason Greene, Interim Town Manager
- Q. Lowering of Property Taxes and Water Bills – Staff Report** – Jason Greene, Interim Town Manager
- R. Calvin Giordano Contracts – Staff Report** – Jason Greene, Interim Town Manager
- S. FPL Solar Together** - Vice Mayor Tina Paul
- T. Climate Environmental Collective Revised** - Vice Mayor Tina Paul
- U. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission** – Mayor Charles W. Burkett
- V. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer
- W. Beachwalk Trimming- Staff Report** – Jason Greene, Interim Town Manager
- X. Community Center Pool Deck Lighting - Staff Report** – Jason Greene, Interim Town Manager
- Y. Community Center Second Floor – Staff Report** - Jason Greene, Interim Town Manager
- Z. Designated (Painted) Walking Areas in the Residential District- Staff Report** – Jason Greene, Interim Town Manager
- AA. Alternative Kayak Launches in Addition to the 96th Street Park** –

Mayor Charles W. Burkett

- BB. Comparison of 2006 Code to 2020 Code – Staff Report – Jason Greene, Interim Town Manager**
- CC. Stormwater Masterplan - Staff Report – Jason Greene, Interim Town Manager**
- DD. Amendment to the Tourist Board Ordinance – Commissioner Nelly Velasquez**
- EE. Legally Defective Charter Amendment Vote in 2012 – Mayor Charles W. Burkett**
- FF. Purchase of Land for Parks – Commissioner Nelly Velasquez**
- GG. Traffic Control Devices on 88th Street and Hawthorne Avenue – Commissioner Eliana Salzhauer**
- HH. Cone of Silence/Secrecy – Mayor Charles Burkett**
- II. Taking Steps to Keep our Businesses Alive During COVID – Mayor Charles Burkett**

Items Completed or Removed from Previous Agendas

- A. Resolution Adopting an Amended Resiliency Reserve Policy Revision**
- B. Resolution Approving the March 17, 2020 Town of Surfside Municipal Election**
- C. Resolution Abolishing the Sustainability and Resiliency Committee**
- D. Resolution Amending the Downtown Vision Advisory Committee**
- E. Resolution Reauthorizing the Parks and Recreation Committee**
- F. “Flash Your Lights”**
- G. Mandatory Face Mask in the Town of Surfside**
- H. Bandanas for Town Residents**
 - I. Commission Meeting Starting Time at 6:00pm**
- J. Discussion Regarding Assistant Town Manager position and Action**
- K. Photovoltaic RFP**
- L. Facilities Review**
- M. Kayak Launch**
- N. Jacober Contract**
- O. Zambelli Fireworks Manufacturing**
- P. Small Business Survival Grant**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures**
- R. Downtown Surfside Sidewalk Beautification - Plans and Studies - *[Downtown Vision Advisory Committee to discuss]***

- S. Sidewalk on N 95th St between Abbott and Byron**
- T. Beach Raking**
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/ Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**
- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town's Higher Education Scholarships to be called the "Arya Gray Memorial Higher Education Scholarship"**
- HH. Interlocal Shuttle System Report Update**
 - II. Reconsideration of the Installation of Berms on 92nd**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**
- LL. Streamline Town Staffing**
- MM. Brightview Agreement (FKA Luke's Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**

- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. Charter Amendments to affirm the limit of pay for elected officials to a maximum of \$1 per year, term limits for elected officials of 3 consecutive terms, or any part thereof, for both Mayor & Commissioners, a prohibition on the sale or leasing of any Town property without a referendum & a prohibition against any loan or borrowing of any type, which would put the Town into debt for more than 10% of its annual property tax revenue and which could not be fully amortized within a total of 5 years and restore development protections in the charter**
- RR. Star Cleaning Service (Street Sweeping)**

- SS. New Zoning Code-Procedural and Notice Requirements**
- TT. 92nd St Beach-end Improvements**
- UU. Develop Capital Improvement Plan (CIP)**
- VV. 10 Year Water Supply Plan**
- WW. Various Parks & Recreation Related Events and Initiatives**
- XX. CARES Act Funding Interlocal with Miami-Dade County Resolution**
- YY. Repeal of Ordinance No. 17-1662 Beach Furniture – Mayor Charles W. Burkett**
- ZZ. Preservation of Eden Project located at 9300 Collins Avenue – Removed by Mayor Burkett**
- AAA. Speeding on Collins and Harding – Removed by Mayor Burkett**
- BBB. How are Zoning Protections Against Over-Development Were Gutted – Removed by Mayor Burkett**
- CCC. Amending Town Code Section 2-233 to include Non-for-Profit – Removed by Mayor Burkett**
- DDD. Procurement Expertise – Removed by Commissioner Salzhauer**
- EEE. Take Home Vehicles – Removed by Commissioner Salzhauer**
- FFF. Beach Raking – Removed by Commissioner Salzhauer**
- GGG. Speeding and Stop Signs Running – Removed by Commissioner Salzhauer**
- HHH. Draft Ordinance Amending the Definition of Lot Coverage – Removed by Commissioner Salzhauer**
- III. Gazette Revenue and Funding Sources – Removed by Mayor Burkett**

10. Adjournment

A motion was made by Commissioner Kesl to adjourn the meeting without objection at 11:12 p.m. The motion received a second from Commissioner Velasquez. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCreedy, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
MINUTES
October 22, 2020
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:00 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl, and Commissioner Eliana Salzhauer.

Absent: Commissioner Nelly Velasquez

Also present were Interim Town Manager Jason Greene and Town Attorney Lillian Arango.

Town Clerk Sandra McCready read an email from Commissioner Velasquez stating that she is traveling and unable to be at the meeting and stated that she was in agreement with the new contract and welcomed Mr. Andrew Hyatt to the Town of Surfside.

2. Resolutions

A. Resolution Appointing Andrew Hyatt as Town Manager- Jason Greene, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING ANDREW HYATT AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND ANDREW HYATT ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE THE EMPLOYMENT AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Andrew Hyatt thanked the Commission for the opportunity to work for the Town of Surfside and he is excited and looking forward to getting down to Surfside.

Mayor Burkett thanked Vice Mayor Paul for negotiating the contract and for getting it done.

Commissioner Salzhauer thanked Andrew Hyatt and is excited to have him on board.

Andrew Hyatt stated that he chose a condominium to move into the Town of Surfside and will be out and about.

Commissioner Kesl was very happy with the process of his hiring and learned how to be more affective and prioritize.

3. Adjournment

A motion was made by Commissioner Kesl to adjourn the meeting without objection at 7:05 p.m. The motion received a second from Commissioner Salzhauer. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Accepted this ____ day of _____, 2020.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



TOWN MANAGER'S REPORT

NOVEMBER 12, 2020

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – *Attachment “A”*
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – *Attachment “B”*
- III. DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT) – *Attachment “C”*
- IV. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of October 26, 2020, the total number of active, open cases being managed is 186; of these cases, 75 cases are still under investigation and are working towards compliance; 15 cases are on-hold; 16 cases are in the Special Master hearing queue; 5 cases are in the post-hearing status; 39 code cases have been issued liens and remain unpaid, and 36 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is abated, the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 20/21: As of October 26, 2020, 7 cases have paid/settle for a total collection of \$1,142.00
- FY19/20: As of September 25, 2020, 109 cases have paid/settled for a total collection of \$96,240.
- FY 18/19: 143 cases paid/settled for a total collection of \$35,654.

- FY 17/18: 92 cases paid/settled for a total collection of \$29,576.
- FY 16/17: 117 cases paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282

Finance Department

Monthly Budget to Actual Summary – No Monthly Budget to Actual Summary as of September 30, 2020 will be provided as the Finance Department is under a fiscal year end close out process and the external audit has begun. Next month a Monthly Budget to Actual Summary as of October 31, 2020 will be provided with estimated unaudited FY 2020 fund balances.

Police Department

A. Police Department Statistics (October 1 – October 24, 2020)

- Traffic Citations – 338
- Parking Citations – 391
- Arrests – 7
- Dispatch Events – 1,233
- Incident/Crime Reports - 50
- Suspicious Person Checks – 16

B. Coronavirus (COVID-19) Update

The Surfside Police Department has maintained situational awareness of the COVID-19 Pandemic Incident in coordination with Local, State, and Federal partner Agencies and through continued contact and information sharing with the Miami-Dade County Office of Emergency Operations-Emergency Operations Center. Our Department strives to maintain operational readiness, public preparedness, safeguarding the community, and enforcement of laws-ordinances-governmental orders.

C. Coronavirus (COVID-19) Related Actions:

- Surfside Police Department personnel conducted beach and business checks for compliance with COVID-19 related County and Town Orders
- Surfside Police Department personnel continue to monitor and enforce the Miami-Dade County Emergency Orders
- Communications with Miami-Dade Emergency Operations Center
- Miami-Dade EOC WebEOC COVID-19 Municipal Protective Actions - Situation Reports

D. Miami-Dade County Officer of the Month Award Winner Joseph Matthews

Officer Joseph Matthews has been awarded the prestigious Miami-Dade County Association of Chiefs of Police Miami-Dade County Officer of the Month Award for September 2020. Please join me in congratulating Officer Matthews for this special recognition.

As proclaimed earlier this month Officer Matthews was named the Surfside Officer of the Month for September 2020 after his heroic actions when he happened upon a serious traffic accident on his way to work outside of our jurisdiction. Officer Matthews stopped to render aid when a distressed female ran towards Officer Matthews with her non-responsive infant in her outstretched arms saying "help my baby, help my baby". Officer Matthews immediately took possession of the infant, conducted a medical assessment and began Cardio Pulmonary Resuscitation (CPR). Sadly, the infant succumbed to injuries sustained in this horrible accident despite the gallant efforts taken by all first responders. We are extremely proud of Officer Mathews' valiant actions and efforts during this terrible tragedy.

Congratulations to Officer Matthews as the recipient of the Miami-Dade County Association of Chiefs of Police Miami-Dade County Officer of the Month Award for September 2020.

E. Promotional Ceremony

Lieutenant John Healy and Lieutenant Antonio Marciante were both promoted to Captain of Police in a promotional ceremony on October 26, 2020 at 2:00 p.m. in the Commission Chambers. Congratulations to Captain Healy and Captain Marciante!

F. Police Events/Community Outreach

- Monthly community events (Bike with the Chief and Coffee with the Cops) are cancelled until further notice due to Covid-19 and will resume as soon as possible.
- The Mobile DMV will be rescheduled as soon as possible.
- The Surfside Police Department will host a community blood drive on November 18, 2020 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.

Respectfully submitted by:



Jason D. Greene, Acting Town Manager

SeeClickFix Report

Requests filtered by request category that have been created 10/01/2020 - 10/30/2020

| Request Category | Created in period | Closed in period | Average days to close |
|----------------------------------|-------------------|------------------|-----------------------|
| Code Compliance (Safety Concern) | 1 | 0 | |
| Code Compliance (Violation) | 6 | 0 | |
| Drainage/Flooding (PW) | 1 | 0 | |
| Other | 1 | 0 | |
| Police (Safety Concern) | 1 | 1 | 1.3 |

Requests filtered by request category that have been created 01/01/2014 - 10/30/2020

| Request Category | Created in period | Closed in period | Average days to close |
|----------------------------------|-------------------|------------------|-----------------------|
| 96 Street Park (P & R) | 11 | 11 | 2 |
| Beach Issue | 224 | 211 | 13 |
| Code Compliance (Safety Concern) | 100 | 98 | 20.3 |
| Code Compliance (Violation) | 169 | 160 | 18.3 |
| Community Center (P & R) | 11 | 9 | 8.1 |
| Dog Stations (P & R) | 15 | 15 | 3.1 |
| Drainage/Flooding (PW) | 39 | 34 | 17 |
| Graffiti (PW) | 4 | 3 | 17.5 |
| Hawthorne Tot-Lot (P & R) | 7 | 7 | 22.5 |
| Other | 273 | 268 | 15.6 |
| Police (Safety Concern) | 88 | 87 | 5.8 |
| Pothole (PW) | 6 | 6 | 18.4 |
| Solid Waste (Commercial) (PW) | 8 | 7 | 4.8 |
| Solid Waste (Residential) (PW) | 27 | 27 | 14.1 |
| Street lights (PW) | 63 | 60 | 83.2 |
| Surfside Dog Park (P & R) | 9 | 9 | 0.2 |
| Utilities (Water/Sewer) (PW) | 47 | 34 | 7.2 |
| Barking Dog | 12 | 12 | 13.2 |
| Beach Patrol | 5 | 5 | 2.1 |
| Parking Issue | 103 | 103 | 2.1 |
| Construction Issues | 43 | 40 | 10.3 |
| Dead Animal | 5 | 5 | 8.7 |



MEMORANDUM

To: Jason Greene, Acting Town Manager

From: Rachel Pinzur, Public Information Representative

Date: October 28, 2020

Subject: October Social Media (Nextdoor) Report

As part of the Town's communication strategy, the Public Information Representative (PIR) uses Nextdoor to provide residents with helpful information especially amid the coronavirus crisis and to further address matters that are important to residents. Nextdoor is only one of several communication channels used to reach residents including the Town's at-risk seniors and most vulnerable communities. Last month, the PIR rolled out new text messages, which residents noted as their #1 preferred way to receive communication from Surfside in a recent communication survey.

In October, the PIR continued to publish posts pertaining to the COVID-19 pandemic; distributed ballot questions/election information; sent out Census deadline reminders; urged residents to minimize stormwater pollution; informed residents about a Blood Drive and shred-a-thon events; helped promote Parks and Recreation events; and distributed various advisories including Town Commission notices and traffic alerts. Additionally, the PIR worked with the Surfside Police Department to produce safe, contact-free Halloween activity ideas. Residents can find valuable COVID-19 updates on the Town website.

It is important to reiterate the Nextdoor platform is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town encourages residents to find information on the Town's website (www.townofsurfsidefl.gov) and/or by contacting the Town directly.

last updated on 1/22/2020

| DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT) | | | | | | | | | | | | | |
|--|---|--|--|--|--|---------------------|--|---|---|-----------------|-----------------|----------------------------------|----------------------------|
| Application Date | Location | Project Description | Zoning Process | | | Density/Intensity | | Variances | | Building Permit | | Construction Status | |
| | | | DRG | PRZ | TC | Site Plan Extension | Allowed | Approved | Requested | Received | Application No. | | Issuance |
| 12/29/2009 | 9205 Collins Ave | Surfside Hotel - Proposed surfside hotel consisting of 189 hotel units, 4 stores and adjacent 3 stories garage | 1/13/2010, 2/20/2010 | 2/25/2010 | 5/10/2011 | | 242 units | 175 units | None | 13-377 | 1/13/2014 | Issued | Completed |
| 1/6/2010 | 9890 Abbott Ave | Young Island - Construction of Jewish orthodox temple 271 units and a maximum building height of 40 feet | 1/20/2010, 2/2/2012 | 3/29/2012 | 4/10/2012 | | Negotiated settlement to determine buildable area and setbacks | Approved through settlement agreement not variance. Settlement determined setbacks. | None | 13-118 | 5/5/2014 | Issued | Completed |
| 5/2/2011 | 9489 & 9418 Collins Ave | Grand Balm-341 room hotel | 5/18/2011, 6/16/2011 | 7/28/2011 | 9/13/2011 | | 341 units | 341 units | None | 12-144 | 5/5/2012 | Issued | Completed |
| 7/1/2012 | 9379, 9365 & 9349 Collins Ave | Chesapeake Ocean Residences - Demolition of existing 92-room hotel, construction of 90-unit residential condominium building and accessory amenities | 8/12/2012, 9/11/2012 | 12/4/2012 | 1/24/2013 | | 325 units | 85 units (however approximately 58 were built) | None | 14-132 | 9/24/2014 | Issued | Completed |
| Original Submittal: 7/1/2012 Site plan amendment: 4/16/16 | 9011 Collins Ave | Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements | 7/31/2012, 8/29/2012, site plan amendment: 5/14/2016, 8/4/2016, 3/9/2017, 5/11/2017 | 9/27/2012, site plan amendment: 6/9/1/2017 | 10/13/2012, site plan amendment: 10/16/2017 | | 762 units | 257 units | None | 13-727 | 6/27/2014 | Issued | Under Construction |
| 7/20/2012 | 9450 Collins Ave | The Shed - New multi-use gymnasium and joining learning center (3 stories) | 2/11/2013, 3/27/2013, 7/9/2013 | 2/27/2014 | 10/28/2014 | | 3 story expansion of 63,583 square feet | None | None | 14-509 | 11/12/2015 | Issued | Under Construction |
| 3/15/2015 | 201, 203, 205, 207, 209 & 215 88th St 8800 Harding Ave | Surfside Condos - redevelopment of PT parking into single unified condo development | 4/2/2015, 6/3/2015 | 8/27/2015 | 12/8/2015 | | 65 units | 28 units | None | 16-569 | | Plans approved, waiting on GC | Pending selection of GC |
| 8/12/2015 | 9133 Collins Ave & 9146 Collins Ave historic structure | Surf Club II - Redevelopment of property with a multi-residential project and renovation of existing historic structure | 9/4/2015, 3/9/2017, 9/17/2017 | 12/7/2017 | 2/13/2018 | | 139 units | 48 condominium units, 31 hotel rooms | None | | | Has not applied for permits yet. | |
| Original Submittal: 7/1/2015 Revised submittal: 5/21/18 | 9380, 9372, 9364, 9346, 9340, 9322, 9314 & 9300 Collins Ave | 9300 Collins Ave - demolition of an existing improvements, construction of 3-story building | Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2016, 2/2/2018, 11/14/18 | Original approval: 7/18/2016, Revised approval: 1/29/18 | Original approval: 11/07/2016, Approved February 26, 2018 (Hurricane Dorian) | | 250 units | Request is for 205 units | None | 18-610 | | Has not applied for permits yet | |
| 5/4/2016 | 8955 Collins Ave | Residential Condominiums | 6/29/2016, 7/27/2016 | 10/27/2016 | 11/10/2016 | | 110 units | 16 units | None | 16-602 | 12/26/2017 | Issued | Under Construction |
| Oct-16 | 9116 Harding Ave | 303 Surfside - 4 Townhouses | 11/2/2016, 3/7/2017, 5/18/2017 | 6/27/2018 | 4/14/2018 | | 8 units | 4 units | None | | | Has not applied for permits yet | |
| 5/19/2017 | 8995 Collins Ave | Surf House - site plan approval for expansion to existing multi-family building | 6/19/2017, 8/29/2017, 9/28/2017 | 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 | Scheduled for 12/10/19 | | 99 units | Current request has not been scheduled for TC until recommendations from properties landscape architect and architect are received. Request is for 34 units | 3 requested: 1. Section 90-82. - Off-street loading space (Loading Space Size) 2. Section 90-91.2. - Required buffer between properties and abutting properties (landscape buffer). 3. Section 90-93 (b) - Open Space (Open Space Trees) | | | Has not applied for permits yet | |
| Original submittal: 10/26/2017 | Abbott 1101 | Unspecified Proposal (PR) | | | | | | | | | | | Terminated |
| Original Submittal: 1/6/2015 Revised submittal: 8/23/2016, 12/23/2016, 6/29/2018, 9/25/2020 | 8333 Harding Avenue | 18 multi-family units | 01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending | 01/17/19 PR recommended, approved Reconsideration by 1/29/2018 Meeting | Revised by the Commission (required consideration by TC) | | 33 units | Request is for 18 units | 1 requested: Section 90-82. - Off street loading requirements (Loading Space Size) | | | Approved | Denied |
| 7/2/2019 | 9650 Abbott Ave | Young Island Variance Request to eliminate landscaping to provide for a handicapped accessible ramp | N/A | 8/29/2019 | 10/29/19 | | | | 1 requested: eliminate landscaping along the north side of the buffer. | | | Approved | |
| 1/7/2020 | 9840 Collins Avenue | After request to demolish and rebuild historic | N/A | After request to have PPA walk through into landscape buffer | Applicant withdrew the site plan. | | | | | | | Withdrawn | Withdrawn by the applicant |
| 1/7/2020 | 8995 Collins Avenue | After request to have PPA walk through into landscape buffer | N/A | 1/28/2020 | 2/11/2020 | | | | landscape buffer | | | Approved | |



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

CC: Andrew Hyatt, Town Manager

DATE: November 4, 2020

SUBJECT: Office of the Town Attorney Report for November 12, 2020 Regular Commission Meeting

This Office attended/prepared and/or rendered advice for the following Public Meetings and Commission meetings during the past month:

October 5, 2020 – Virtual Tourist Board Meeting

October 6, 2020 - Ballot Questions Community Meeting

October 13, 2020 – Virtual Regular Town Commission Meeting

October 22, 2020 – Virtual Special Town Commission Meeting (Town Manager Selection)

Members of the firm assisted with the agendas and drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements

of the relative agreements and supporting documents. Members of the firm were instrumental in contacting Governor DeSantis early in the COVID-19 pandemic to seek approval by Emergency Order 20-69 for virtual commission meetings to ensure that the Town Commission could continue meeting and conducting essential Town business and implementing policy. The Firm assisted with the preparation and adoption of rules governing virtual meeting or communications media technology for public meetings during the COVID-19 health emergency, as required by Governor DeSantis' Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." The Firm has also assisted the Town with the preparation of numerous emergency measures or orders due to the COVID-19 health pandemic, and continues to assist the Town with COVID-19 related issues and documents.

With the appointment of new Boards and Committee members, members of the Firm provided various orientation sessions to members regarding Sunshine Law, Public Records Law, Ethics and Board/Committee procedures. The Firm recently organized and hosted a Social Media and Government Communications: Legal and Ethical Considerations webinar with the Miami-Dade County Commission on Ethics and continues to support the Town Commission, Committees and staff with all ethical considerations and training.

Commission Support:

Attorneys of the firm have worked with members of the newly elected Town Commission to transition and address concerns and research specific issues and are always available, either in the office or by phone or email. The COVID-19 health pandemic has created additional challenges, and inhibited our ability to personally meet with members of the Town Commission. We appreciate your support as we continue our third year of service and work in implementing new policy directives.

Staff Support:

Members of the firm have provided extensive support to Town administration and staff during the recent COVID-19 health pandemic, and addressed a variety of issues and assisted with the Town's response to the crisis. The Firm provides regular information and orders issued by the State, the County and other municipalities in response to COVID-19.

As typical, members of the Firm continue to assist the Town administration and staff, as well as assist boards and committees, with application review, contract and agreement review, ballot initiatives for the November 3, 2020 election, preparation of ordinances as directed by the Commission, procurement and purchasing, budgetary requirements and approval process, various solicitations (RFQs and RFPs) and agreements, IT related agreements, ADA compliance agreements, Code enforcement and interpretation, attendance at Special Master Hearings, beach furniture operator permits and administration, ethics issues and requirements, police related issues and matters, vehicle purchases for Town Departments, building permit and enforcement issues, subpoenas and public records requests, research, litigation support, oversight and case management, Town Code interpretation and application, labor, employee and pension matters, assistance with and response to Union Representation Certification Petition filed by AFSCME Florida Council 79 for Town civilian employees, and various procurements and service provider contracts for Town Departments.

Key Issues:

The workload has been diverse and has included specific issue support to every department. Key issues over the past year have included:

- Emergency Declaration and Emergency Measures and Orders related to the COVID-19 health pandemic.
- Contract Review Related to COVID-19 health pandemic.
- Repeal of Ch. 90 Zoning Code and Map and Adoption of New Zoning Code (2006 Code with modifications).
- Resolution Combatting Hate Due to COVID-19 Health Pandemic
- Resolutions Approving Interlocal Agreements with Miami-Dade County for Access to Exempt Information and Enforcement of Miami-Dade County Code
- Resolution for the Purchase of Police Body-Worn Cameras and Preparation of Agreement
- Resolution Regarding Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance and Regulations
- Rate Resolutions Solid Waste Assessment
- RFQs for Abbott Avenue Drainage, Planning Services and Engineering Services

- Resolutions Calling Special Election and Referendum for Undergrounding of Utilities, Restricting Sale, Lease or Exchange of Town Land, and Indebtedness Restrictions
 - Resolution Approving Waste Connections for Recycling Services
 - Resolution Approving Interlocal Agreement with Miami-Dade County CARES Act
 - Resolution Approving Miami-DADE County Local Mitigation Strategy 2020 (LMS)
 - Resolution Approving a MOU with the Florida State Lodge Fraternal Order of Police to Provide 1% Hazard Pay to First Responders Due to COVID-19
 - Resolution Authorizing Negotiations with Highest Ranked Firm Pursuant to RFQ Seeking General Planning Services
 - Resolution Authorizing Negotiations with the Highest-Ranked Qualified Firm Pursuant to RFQ 2020-04 Seeking Engineering Services for Abbott Avenue Drainage Improvements.
 - Resolution Approving Purchase and Installation of Lighting Regarding Holiday and Downtown District
 - Resolution Approving MOU with Bay Harbor Islands for School Address Verification Program
 - Resolutions Approving Proposed and Final Millage Rates and Budget for FY 2020-2021
 - Resolution Urging FAA Regarding Metroplex/NextGen Flight Paths
 - Resolution Selecting and Awarding Contractors to provide General Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Serves, and corresponding agreements.
 - Resolution Approving Agreement with Marlin Engineering, Inc. for General Planning Services.
 - Resolution Adopting Program for Public Information (PPI) in connection with the National Flood Insurance Program
 - Resolution Approving MOU with Florida Department of Highway Safety and Motor Vehicles Regarding Access to Biometric Facial Analysis System
 - Resolution Approving FY 20-21 Police Forfeiture Fund Expenditures
 - Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
-

Litigation: New or supplemental information is provided for the following case:

No report at this time. Information on pending litigation has or will be provided individually to members of the Town Commission, as needed.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County, including implementation of adopted House and Senate Bills for the 2020 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include, implementation of various policy directives from the Mayor and Town Commissioners, orientation and training of Commissioners and Board and Committee Members related to Sunshine Law, Public Records Law and Ethics, issues related to the COVID-19 health pandemic, including issuance and implementation of various emergency orders and measures, review of existing contracts for services related to the COVID-19 pandemic, review of utility/franchise agreements and address existing telecommunication facilities in the Town's rights-of-way, revised or replacement beach furniture ordinance, short term rentals ordinance, review of revenue utility bonds and reduction of water/sewer rates, review and analysis of Resort Tax and Tourist Board legislation, procurement of professional services and contracts, FAA revised NextGen flights paths and providing comments/objections to the FAA regarding the final Environmental Assessment Report, review and policy implementation of revisions to Zoning Code and Map, review and monitoring of all Development Orders and approvals, police matters and agreements, stormwater utility fees' methodology and collection, RFQs for Planning Services, Engineering Services, Abbott Avenue Drainage project, landscaping services, shuttle and transportation services and debris monitoring and management services, implementation of approved Referendum and Charter amendments, various procurements and service or provider agreements for Town improvements, facilities and programs, implementation and transition back to in-person Commission and Committee meetings, assistance with and response to AFSCME Florida Council 79 Union Representation Certification Petition to unionize Town civilian employees.



Town of Surfside

DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

March 5, 2020 – 6:00 p.m.

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

Opening Items:

1. Call to Order/Roll Call

Chair Grenald called the meeting to order at 6:08 pm.

The following Members introduced themselves:

Chair Shaun Grenald
Israel Pineiro
Sandra Oliva
Marianne Meischeid

Absent: Fred Landsman
Elliot Kula
Commissioner Barry Cohen, Commission Liaison

Also, present: Duncan Tavares, Assistant Town Manager
Frank Trigueros, Marketing & Special Projects Coordinator
Evelyn Herbello, Deputy Town Clerk
Charles Kesl, Tourist Board Liaison (arrived at 6:15 p.m.)

Assistant Town Manager Tavares introduced and welcomed new Committee member Israel Pineiro.

Sandra Oliva advised the Committee she will be resigning and moving out of the Country.

Assistant Town Manager Tavares advised of the representation of the Hotels on the Committee.

2. Approval of Minutes: November 21, 2019

A motion was made by Committee Member Pineiro to approve the November 21, 2019 Committee Meeting Minutes. The motion received a second from Committee Meischeid. All voted in favor with Committee Member Landsman and Committee Member Kula absent.

3. Downtown Sidewalks Update

Assistant Town Manager Tavares provided an update of the Downtown Sidewalks as well as the cost and comparison of painting and pavers.

Chair Grenald asked regarding the new coating and the cost.

Assistant Town Manager Tavares answered questions addressed by the Committee on the cost, maintenance and the use of pavers.

The following individual from the public spoke on the item:

George Kouslous spoke regarding using pavers in comparison to the painting and designs.

Committee Member Meischeid asked who maintains the Grand Beach's pavers.

Assistant Town Manager Tavares answered Committee Member Meischeid's question and stated that the Grand Beach has a maintenance crew that does their maintenance.

Chair Grenald stated that he agrees with not going with pavers due to the cost and maintenance cost.

*Charles Kesl arrived at 6:15 p.m. and introduced himself to the Committee members as the Tourist Board Liaison.

Further discussion took place among the Committee and staff regarding the cost of maintenance of the pavers.

Assistant Town Manager Tavares explained the budget process, the cost of the plans, RFP process and implementation steps and process. He also explained the commitment process through the budget process and the approval by the Town Commission.

Chair Grenald spoke regarding the mockup of the different color scheme and what it would currently look like.

Discussion took place among staff, Committee members and Tourism Board Liaison Kesl of different possible designs.

Recommendation was made to hire an expert that would be able to come with a design and color.

A motion was made by Committee Member Meischeid. Committee Member Meischeid withdrew her motion.

A motion was made by Committee Member Meischeid to make a recommendation to the Town Manager to further investigate the use of pavers instead of the epoxy, seconded by Committee Member Pineiro. All voted in favor with Committee Member Landsman and Vice Chair Kula absent.

Consensus by the Committee if the original recommendation is not accepted or approved by the Commission, for the item to come back to DVAC for further recommendation.

Assistant Town Manager Tavares gave the Committee an update on the evaluation committee on the LED lighting RFP.

Assistant Town Manager Tavares stated that he will report back to the Committee once it goes to the Town Commission.

4. Art In Public Places Update

Assistant Town Manager Tavares provided an update on Art in Public Places and the legal challenges that the Town is facing with religious institutions and religious symbols. The Town Attorney is looking into it.

Further discussion took place among the Committee and staff regarding different issues that are being addressed and addressing the Town Ordinance.

Assistant Town Manager Tavares stated they are still working on it and will come back to the Committee before it is taken before the Town Commission.

Assistant Town Manager Tavares will bring back at the next meeting an item on provisional signage for their recommendation. He stated that there is a budget for two (2) digital signs. He also mentioned that possible locations considered are 94th Street or possibly at the community center.

5. The Condition of Downtown Vacancies Update

Assistant Town Manager Tavares provided an update on the condition of the downtown vacancies. He also explained the issues that they have been experiencing with the vacant downtown vacancies and the conditions and the Commission is looking at placing a mechanism that all vacant businesses must maintain the property in a certain condition.

Interim Tourism Bureau Director Trigueros gave the Committee an update on the design of the wrapping being placed on the vacant business windows and doors. He also commented on the new businesses opening up.

Assistant Town Manager Tavares advised the Committee that Josh's Deli is waiting on State approval to be able to brew their own beer.

6. Tax Incentives Discussion – *Item was deferred at the October 17, 2019 and at the November 21, 2019 Meetings.*

Assistant Town Manager Tavares advised the Committee that this was brought up by a Committee member, who is not present and asked if the Committee would like to defer the item. He gave a verbal review.

A motion was made by Committee Member Pineiro to defer the item to the next DVAC meeting, seconded by Committee Member Meischeid. All voted in favor with Committee Member Landsman and Committee Member Kula absent.

7. Tourist Board Update

Tourist Board Liaison Kesl gave an update of the Tourist Board and the new Public Relations firm that was selected.

Committee member Meischeid asked the name of the firm selected.

Interim Tourism Bureau Director Trigueros answered Committee member Meischeid's question and stated the firm selected is CIIC.

Interim Tourism Bureau Director Trigueros gave an update on the events that have been taking place including Third Thursday.

Discussion took place among the Committee members and staff regarding the loss of revenue due to the Coronavirus crisis.

A motion was made by Committee Member Pineiro to approve Chair Grenald to walk on an item regarding Miracle Mile, seconded by Committee Member Meischeid. All voted in favor with Committee Member Landsman and Committee Member Kula absent.

7A. Miracle Mile – Walk On Item – Chair Shaun Grenald

Chair Grenald gave an update on the event he attended on Miracle Mile which consisted of a scavenger hunt. This event was a family event for all ages. He suggested doing something similar in the Town of Surfside and how it can be accomplished.

Assistant Town Manager Tavares stated that it might be able to be incorporated into Third Thursday.

A motion was made by Committee Member Meischeid to recommend looking into a scavenger hunt type event and having Tourist Board Liaison Kesl to take it to the Tourist Board at their next meeting, seconded by Committee Member Pineiro. All voted in favor with Committee Member Landsman and Committee Member Kula absent.

A motion was made by Committee Member Meischeid at 8:08 p.m. to extend the meeting by 15 minutes, seconded by Committee Member Oliva. All voted in favor with Committee Member Landsman and Committee Member Kula absent.

Committee Member Meischeid commented on parking on the alleyways and issuance of parking tickets and she assumed the business owners had parking spaces.

Assistant Town Manager Tavares stated that those are not parking spaces in the alley.

The following individual from the public spoke on the item.
George Kouslous

Consensus was reached to add an item to the next DVAC agenda regarding parking issues.

8. Future Meeting Dates for 2020:

- June 18, 2020
- September 17, 2020
- December 17, 2020

Assistant Town Manager Tavares provided the upcoming meeting dates to the Committee members.

The Committee members discussed the upcoming meeting dates.

A motion was made by Chair Grenald to hold the Special DVAC Meeting on April 23, 2020, seconded by Committee Member Meischeid. All voted in favor with Committee Member Landsman and Committee Member Kula absent.

9. Public Comment – (3-minute limit)

10. Adjournment

A motion was made by Committee Member Pineiro to adjourn the meeting at 8:14 p.m. The motion received a second from Committee Member Meischeid and all voted in favor with Committee Member Landsman and Committee Member Kula absent.

Respectfully submitted:

Accepted this 6 day of October, 2020



Marianne Meishcheid, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES**

July 30, 2020 – 6:00 p.m.

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

Deputy Town Clerk Herbello called the meeting to order at 6:05 p.m. for the orientation portion of the meeting and the Planning and Zoning Board Meeting was called to order at 7:41 p.m.

Present: Board Member Fred Landsman, Board Member James MacKenzie, Board Member Ruben Bravo, Board Member Deborah Wecselman, Board Member Judith Frankel, Board Member Oliver Sanchez, and Board Member Robert Izaurralde and Commissioner Salzhauer.

Also, Present: Interim Town Manager Jason Greene, Town Planner James Hickey, Assistant Town Attorney Edward Martos, Town Attorney Lillian Arango and Assistant Town Attorney Tony Recio.

2. New Board Member Orientation – Robert Meyers, Esquire, Weiss Serota

Town Attorney Robert Meyers provided the orientation for the Board members during the first portion of the meeting.

Assistant Town Attorney Martos provided an overview of the Planning and Zoning Board members responsibilities.

The Board Orientation concluded at 7:41 p.m. and the Planning and Zoning Board meeting commenced at 7:41 p.m.

Assistant Town Attorney Martos advised the Board Members the role of the Commission Liaison and the first order of business for tonight's meeting is the selection of a Chair and Vice Chair for this Board.

The Board members introduced themselves.

A motion was made by Board Member Landsman to appoint Board Member Judith Frankel as the Chair of the Planning and Zoning Board, seconded by Board Member Bravo. All voted in favor.

A motion was made by Board Member Landsman to appoint Board Member Sanchez as Vice Chair. The motion was withdrawn by Board Member Landsman

A motion was made by Board Member Sanchez to defer the appointment of a Vice Chair to the next meeting, seconded by Board Member Landsman. All voted in favor.

A motion was made by Board Member Landsman to appoint as Alternate Number 1 Board Member Wecselman and as Alternate No. 2 Robert Cesar Izaurralde, seconded by Board Member Bravo. All voted in favor.

Assistant Town Attorney Martos stated to the Board members the process of deferral of items to the next meeting in order not to have to re-advertise. The following items were deferred to the August 27 meeting.

8927 Froude Ave
9177 Dickens Ave
9309 Abbott Avenue
9454 Harding Avenue
924 93 Street
8712 Byron Avenue, Lot A
8712 Byron Avenue, Lot B
8712 Byron Avenue, Lot C

Commissioner Salzhauer asked if the applicants have to meet the zoning in progress criteria.

Assistant Town Attorney Recio addressed Commissioner Salzhauer's question regarding the zoning in progress notice and how those applicants must comply prior to the August 27, 2020 meeting.

Board Member Mackenzie asked regarding the zoning in progress requirements and how those applicants have to comply and resubmit.

Town Planner Hickey addressed the questions from Board Member Mackenzie regarding the resubmittal of applications from those applicants based on the old zoning code.

Assistant Town Attorney Martos gave an explanation to Board Member Mackenzie on the reason and process of resubmittal of applications by property owners/applicants.

Commissioner Salzhauer asked if by allowing those applicants to resubmit would that mean that they are grandfathering them in.

Assistant Town Attorney Martos addressed the question by Commissioner Salzhauer and stated it does not grandfather the applicant since they have not come before the Board for approval.

Further discussion took place among the Board and Assistant Town Attorneys regarding the process of the resubmittal of applications and the zoning in progress.

A motion was made by Board Member Landsman to defer the above addresses to the August 27, 2020 Planning and Zoning Board and determine if they can avoid additional expense in advertising, seconded by Board Member Bravo. All voted in favor.

Chair Frankel went through the process on all applicants being heard even if they do not meet the code.

Town Planner Hickey went through the process of the deadlines for submittal to appear before the Planning and Zoning Board which is three (3) weeks prior to the meeting to give time to review the applications, the site plans, explained the delay due to COVID-19 and the zoning in progress.

3. Town Commission Liaison Report – Commissioner Salzhauer

Commissioner Salzhauer stated that the Zoning Code is of the highest priority and to make changes in order for the developers and residents to move forward with the new set of rules.

4. Approval of Minutes – February 27, 2020

A motion was made by Board Member Landsman to approve the February 27, 2020, seconded by Board Member Sanchez. All voted in favor.

5. Applications:

Assistant Town Attorney Matos confirmed with Deputy Town Clerk Herbello if advertising requirements were met.

Deputy Town Clerk Herbello confirmed advertising requirements were met.

Assistant Town Attorney Matos polled the Board members of the Planning and Zoning Board on the items on the agenda.

None of the Board Members had any communications with any of the applicants or their representatives.

Deputy Town Clerk Herbello swore in all public participants that were going to speak on an item.

A. 9272 Abbott Avenue – New Single-Family Residence

Town Planner Hickey introduced the item. The property is located at 9272 Abbott Avenue, within the H30B zoning district. The applicant is requesting to build a new 3,850 square foot two-story home. The plans include a new driveway, balconies, covered entrance, pool and covered terrace

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.

Staff finds that the application meets the 2020 code and meets the 2006 code provided the following condition is met: Provide dimensions and overall calculations for required and provided front and rear yard landscaping areas to determine consistency with Sec 90-194 of the 2006 Code.

Commissioner Salzhauer asked regarding the 40%.

Town Planner Hickey explained the 40% and what is covered and not covered within that total.

Jeff Rose, representing the applicant addressed the Board.

Board Member Mackenzie asked Town Planner Hickey regarding the requirement of the meeting and are the applicants required to submit the survey showing the crown of the road and NGVD and NAVD and what the Town requires in submitting a survey with the proper data.

Town Planner Hickey answered Board Member Mackenzie's question regarding what the applicant provides showing the crown of the road and the process based on the FEMA regulations.

The following members from the public spoke on the item:
George Kousoulas

Board Member Landsman asked Town Planner Hickey regarding the aesthetics and recommendations that they would fit the design requirements.

Town Planner Hickey answered Board Member Landsman's question and stated the applicant provided the information.

Chair Frankel explained the process to Board Member Landsman.

Board Member Bravo asked if this is all the information that the applicant submitted and if they submit specifications and gave an example of the flat roof tiles.

Town Planner Hickey addressed the questions made by Board Member Bravo and explained the process.

Jeff Rose, stated that the flat roof tile are cement tiles and it was provided in the design specifications.

Board Member Bravo asked regarding the trees and the two different species and how the 40% pervious was calculated.

Jeff Rose stated yes, that they will have two different species of trees and the pervious area.

Chair Frankel stated that moving forward to ask the applicants to provide the pervious area in their submittals and can make this as a condition of approval.

Further discussion took place among applicant Jeff Rose, Commissioner Salzhauer and the Board regarding the project.

Assistant Town Attorney Recio gave an explanation of the design code criteria and what the Board's role is and that they are looking at the application and design review rules have been met.

Further discussion took place among the Board members on receiving more information in general for all applications and their plans that are being submitted.

Board Member Bravo requested better details on the drawings and what is considered in each area and have it be clear to understand.

Town Planner Hickey addressed the comments and questions by the Board members.

Chair Frankel asked regarding the materials being used and its consistencies.

Jeff Rose addressed the questions and comments made by the Board members and the conditions.

A motion was made by Board Member Landsman to approve the design and review for this applicant with the following conditions: Town Planner Hickey needs to request a proper survey to be submitted with a benchmark with NGVD showing the elevation of the crown of the road in the front of property; lights in the front of the house specifications for Town Planner Hickey to review for compliance with the zoning ordinance; roof needs to be clearly specified as to whether it is cement tile and what specific color, if it is semi-glossed and if the owner could provide to pick or select a tile that would be environmentally safe; the curve of the road and steps of the house be treated in a way that it will have the water runoff and it would not end up in the streets, seconded by Board Member Mackenzie. All voted in favor.

B. 9516 Bay Drive – New Single-Family Residence

Town Planner Hickey introduced the item. The property is located at 9516 Bay Drive, within the H30A zoning district. The applicant is requesting to build a new 6,278 square foot two-story home. The plans include a new driveway, walkways, pool, deck, 3 car garage, covered patio and roof deck.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.

Staff finds the application meets both the 2020 and 2006 Zoning Codes provided the following conditions are met:

- 1) Pool is setback 15' from the Indian Creek Bulkhead line. Requires engineer's analysis indicating that the seawall will not be compromised by the pool per Sec 90-60.

- 2) Provide the projection distance for the eyebrows on the north and south elevation. Such architectural elements cannot project into the setback more than 24" per Sec 90-47.
- 3) Provide dimensions and overall calculations for required and provided front and rear yard landscaping areas to determine consistency with Sec 90-194 of the 2006 Code.

A fence or ornamental wall may be placed within the front yard or primary corner yard if granted design review approval by the planning and zoning board per Sec 90-56.

A motion was made Board Member Landsman to extend the meeting until 10:45 p.m., seconded by Chair Frankel. The motion carried with a 3-2 vote with Board Member Bravo and Board Member Sanchez voting in opposition.

Sharon Hakmon, applicant, introduced his project.

Board Member Bravo commented on the elevation portion of the project and if it is NAGBD.

Town Planner Hickey answered Board Member Bravo's questions regarding the elevation of the project.

Sharon Hakmon, applicant, addressed the questions posed by the Board.

James Hickey addressed the comments made by the Board regarding the pervious of the property.

Further discussion took place among the Board, the applicant and Town Planner Hickey regarding the specifics of the project and requirements regarding setbacks and the size of the home.

Chair Frankel commented on the scale of the home, the roof top and the fence.

A motion was made by Board Member MacKenzie to extend the meeting for 15 minutes until 11:00 p.m. and defer items 5C and 5D to August 27, 2020 Planning and Zoning Meeting, seconded by Board Member Bravo. All voted in favor.

Further discussion took place among the Board and applicant regarding the project and the size of the home being built.

A motion was made by Board Member Landsman to continue the item to August 27, 2020 meeting, seconded by Board Member Bravo. The motion carried with a 4-0 vote with board Member Mackenzie absent.

C. 9556 Carlyle Avenue – New Single-Family Residence

Item was deferred to the August 27, 2020 Planning and Zoning Board Meeting.

D. 8955 Collins Avenue – Monument Sign

Item was deferred to the August 27, 2020 Planning and Zoning Board Meeting.

6. Discussion Items:

A. Future Agenda Items

7. Adjournment:

A motion was made by Board Member Landsman to adjourn the meeting without objection at 11:01 p.m. The motion received a second from Board Member Bravo. All voted in favor.

Respectfully submitted,

Accepted this 27 day of August, 2020.



Judith Frankel, Chair

Attest:



Sandra McCreedy, MMC
Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES**

August 27, 2020 – 6:00 p.m.

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

Chair Frankel called the meeting to order at 6:05 p.m.

Present: Chair Judith Frankel, Board Member Fred Landsman, Board Member James MacKenzie (arrived at 6:10 p.m.), Board Member Ruben Bravo, and Board Member Oliver Sanchez.

Absent: Board Member Deborah Wecselman and Board Member Robert Izaurralde

Also, Present: Commissioner Eliana Salzhauer, Town Planner James Hickey, Assistant Town Attorney Edward Martos and Assistant Town Attorney Tony Recio.

2. Town Commission Liaison Report – Commissioner Salzhauer

Commissioner Salzhauer stated that the Commission discussed the Planning and Zoning Board and would invite their input in order to finalize the rewrite of the Code.

3. Approval of Minutes – July 30, 2020

A motion was made by Board Member Landsman to approve the July 30, 2020 Planning and Zoning Board Meeting Minutes, seconded by Board Member Sanchez. The motion carried with a 4-0 vote with Committee Member MacKenzie absent.

Chair Frankel would like to adjust the agenda in order to place some of the easier items to be heard first.

Assistant Town Attorney Recio stated that the following applicants did not sign the affidavit and hold harmless as required and will be deferred to September 24, 2020. Those items are items 5E, 5H, 5L and 5M.

A motion was made by Committee Landsman to defer items 5E, 5H, 5L and 5M to the September 24, 2020 agenda, seconded by Committee Member Bravo. The motion carried with a 5-0 vote.

Chair Frankel would like to hear items 5A, 5C, 5F, 5G and 5B in that order first and then continue down the list.

A motion was made by Committee member Sanchez to reorder the agenda as stated by Chair Frankel to hear items 5A, 5C, 5F, 5G and 5B in that order followed by the rest of the agenda items, seconded by Committee member Landsman. The motion carried with a 5-0 vote.

4. Appointment of a Vice Chair

Discussion among the Board Members took place regarding the appointment of a Vice Chair.

A motion was made by Committee Member Landsman to appoint Committee Member Sanchez as the Vice Chair for the Planning and Zoning Board, seconded by Committee Member Bravo. The motion carried with a 5 -0 vote.

5. Applications:

A. 9516 Bay Drive – New Single-Family Residence

Assistant Town Attorney Martos read the quasi-judicial statement into the record and polled the Board Members.

Chair Frankel stated that she was emailed by two of the applicants explaining their application. She confirmed that she can be impartial in these proceedings.

Committee Member MacKenzie stated that he received a call from one of the applicants and who was looking for further clarification. He confirmed that he can be impartial in these proceedings.

Committee Member Bravo stated that he received a text message from a neighbor to comment on this item. He confirmed that he can be impartial in these proceedings.

Vice Chair Sanchez stated that he received an email from the Town from one of the neighbors. He confirmed that he can be impartial in these proceedings.

Town Planner Hickey introduced the item. He stated that the property is located at 9516 Bay Drive, within the H30A zoning district. The applicant is requesting to build a new 10,543 square-foot two-story home. The plans include a new driveway, walkways, pool, deck, 3 car garage, covered patio and roof deck. The applicant plans to keep the existing gate and hedge.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review.
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

Staff finds the application meets the 2020 Zoning Code, the 2006 Zoning Code and the current Zoning in Progress provided the following conditions are met:

- 1) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, the rooftop deck depicted on the plans is not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit, unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.
- 2) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, ornamental and screening features projecting more than 6" within a setback depicted on the plans are not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit, unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.
- 3) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, the stairway within the north setback depicted on the plans is not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit, unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially

impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.

- 4) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, a front and rear yard equaling less than 36% as depicted on the plans is not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit, unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.
- 5) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, the rooftop deck depicted on the plans is not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit, unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.
- 6) Provide calculations demonstrating 35% pervious area is being met per 2020 Code Sec. 90.49. (42.73% stated on plans)
- 7) Pool is setback 15' from the Indian Creek Bulkhead line. Requires engineer's analysis indicating that the seawall will not be compromised by the pool per Sec 90-60.
- 8) A fence or ornamental wall may be placed within the front yard or primary corner yard if granted design review approval by the planning and zoning board per Sec 90-56.

Town Planner Hickey stated that the resubmittals would answer questions they might have.

Sharon Hakmon, applicant, discussed his project and stated that he made the changes required and complied with both the 2020 and 2006 code and all the requirements and recommendations made by the Board.

Assistant Town Attorney Recio noted for the record the email received on this item.

The following member of the public spoke on the item:

Anthony Blate asked what the setback is on this property. He also stated that according to 90-48.3 it states that the setback is 50 feet instead of the ones on Point Lake and believes the setback on this property is 50 feet. He requested that code to be read to him by the Town Attorney.

Town Planner Hickey stated that the required setback on Bay Drive is 25 feet and 50 feet on the south side of Surfside. The setbacks were verified and he was explained the interpretation of the code regarding the setbacks.

Assistant Town Attorney Martos read that section of the Code to speaker Blate and according to the Town Planner they are complying with the setbacks.

Commissioner Salzhauer stated that the interpretation of that code be up to the Attorney to interpret.

Assistant Town Attorney Martos addressed the comments made by speaker Blate and Commissioner Salzhauer and the interpretation of the Code is to be done by the Town Planner and not the Town Attorney.

Chair Frankel addressed the comments made by speaker Blate and Commissioner Salzhauer and what the determination of the interpretation of the Code is.

Chair Frankel closed public comments.

Board Member MacKenzie commented on Town Planner Hickey's recommendations and asked for clarification on portions of the recommendations and the setbacks of the property.

Town Planner Hickey addressed the comments and questions made by Board Member MacKenzie.

Vice Chair Sanchez addressed the comments made by speaker Blate and the urgency of the applicant complying with the Zoning in Progress and spoke regarding the email received from the neighbor from the south. He spoke regarding aspects of the plans including the roof deck, access and compliance with fire code. He spoke regarding the upgrading of the seawall and its inspection.

Town Planner Hickey addressed the comments made by Vice Chair Sanchez regarding the doors and recess steps and compliance with the fire code. He also stated that the seawall would get looked at by an engineer and they have to submit a report when they request a permit for the pool.

Chair Frankel asked regarding the upgrading of the seawall and asked if all water drains.

Building Official Prieto stated that all rain and stormwater has to be retained on the property and percolates into the green area on each lot.

Further discussion took place among the Board Members and Town Staff regarding the recommendations by Town Planner Hickey.

Board Member Landsman thanked the applicant for removing the roof deck. He commented on other board members' comments and details. He asked for the group to stay focused on what needs to be accomplished and what they are able to consider. He commented on the delay of all applications and the Town Planner will look at the code and the plans.

Board Member Bravo stated they have the same comments and agrees with Board Member Landsman and they have been discussing for the last hour the same items as before and everyone has their own interpretation. He does not think it is appropriate for this neighborhood and there are areas that he cannot comment on because he does not have enough information.

Chair Frankel stated they are trying to catch up with the plans and style and type of roof.

Chair Frankel agrees that it is difficult when things come in late. She commented on the stairwell being removed, the condition of the seawall and have it brought up to code. She commented on the massing of the home and stated that it is a very large home and even if it meets code, it does not comply with the intent of the design guidelines, and requested for the applicant to remove the gate.

Assistant Town Attorney Martos stated that some of the board members made direct requests and to give an opportunity to the applicant if he is able to make concessions to see where they stand on various ideas.

Sharon Hakmon addressed the comments and recommendations suggested by the Board members.

A motion was made by Vice Chair Sanchez to defer the item.

Assistant Town Attorney Recio clarified and stated that the board is entitled to approve, approve with conditions pursuant to guidelines but a deferral is up to the applicant and encourages the board to decide unless the applicant agrees to defer the item for a third time.

Commissioner Salzhauer commented on the air conditioning unit being on the roof top.

Chair Frankel asked the applicant if he is willing to come for A third time in order to defer the item. She commented on the design guidelines and the house is not in keeping with the guidelines of the neighborhood. They are requesting to reduce the massing of the 2nd floor and deferring the item for a third meeting in order to correct this.

Sharon Hakmon, applicant, addressed the comments made by the Board regarding the changes to his plans and the massing.

Chair Frankel addressed the comments made by the applicant regarding the changes needed to be made.

Assistant Town Attorney Martos explained the rules of deferring the items and how many meetings an applicant can be deferred to and asked if the applicant agrees to a deferral to a third meeting.

Beatriz Carta, attorney representing Sharon Hakmon, applicant, would like to understand and have a clear explanation of each one of the conditions her client is being asked to meet.

Chair Frankel stated that the Zoning in Progress was put into place by the Commission and not this Board and it was not discussed at the last meeting. What was discussed in the last meeting was the massing and the Board could give her more specifics which is the design guidelines.

Board Member MacKenzie spoke regarding the massing of the property and believes it needs to be articulated. The walls do not meet the guidelines and the massing on the front façade and the rear façade. He suggested to go back to his architect to set the walls back.

Applicant Hakmon is willing to move the stairs, move the AC and create some type of terrace inside and would like to keep the gate.

Attorney Carta asked for the criteria the Board is requesting.

Chair Frankel stated to bring the walls north and south back, at least one-half has to go back and the terrace uncovered, reducing the overall scale of the gate would improve the look from the street. She stated the conditions are the articulation of the north and south side, removal of the stairway, removal of the mechanical on the roof as required, seawall be up to code and 33% reduction.

Sharon Hakmon agrees to the deferral but does not agree with 50% of the setback of the second floor.

After a lengthy discussion on the item and changes requested by the Board, and the design review guidelines requirements, the following motion was made.

A motion was made by Board Member MacKenzie to defer the item to the September 24, 2020 meeting, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

B. 9556 Carlyle Avenue - New Single-Family Residence

Town Planner Hickey introduced the item. He stated that the property is located at 9556 Carlyle Avenue, within the H30B zoning district. The applicant is requesting to build a new 4,506 square foot two-story home. The plans include a new driveway, walkway, pool, deck, covered terrace and jacuzzi.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

Staff finds the application meets both the 2020 and 2006 Zoning Codes

[New single-family homes require notification the surrounding neighbors – 10 days prior to the review meeting]

- 1) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, more than 15% for accessory structures is not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit, unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.
- 2) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, eaves projecting more than 8" into the setback are not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that, prior to issuance of a building permit, the Town Commission adopts a zoning ordinance that allows the feature. In such case, the feature, as may be modified to meet the requirements for such feature imposed by the ordinance allowing it, may be approved as part of the building permit,

unless, in the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.

- 3) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, the access steps in the north and south setback as depicted on the plans are not permitted. This approval is subject to removal of this feature from the plans prior to building permit, except in the event that the land development regulations in place at the time of building permit allow the feature. In such case, the feature, as may be modified to meet the requirements for the feature set forth in the applicable land development regulations, may be approved as part of the building permit, unless, at the sole discretion of the Planning Director, such modifications to accommodate the feature materially impact the design approved by the Planning and Zoning Board or frustrate the intent of the Design Guidelines.
- 4) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code, 20% of all landscaping must be Florida Friendly. Please provide details showing this ZIP condition is being met.

Jeff Rose, representing the applicant explained the project and the pavers as well as the pool deck concerns.

Town Planner Hickey stated if they would change the pool deck to an actual pool and jacuzzi they would be in compliance with the Zoning in Progress.

Pearl Dwek, the applicant, agrees to enlarge the pool if that is what will be needed for approval.

The following individual from the public spoke:
George Kousoulas

Chair Frankel stated that they should look at decorative features as well in the future.

Chair Frankel closed the public comments.

Vice Chair Sanchez stated he is concerned about the side stair entry. He asked regarding the trash containers and are our solid waste employees having to go inside the property to service the house.

Chair Frankel stated they removed the stairs and no door on the side due to the Zoning in Progress.

Jeff Rose stated that the client will be taking out the trash containers and will pull them forward.

Board Member MacKenzie spoke regarding the calculation on the second and first floor, articulation of second floor, and would like a condition of the roof and transparency of light coming through.

Chair Frankel suggested doing something with the color of the roof and likes the overhangs. She would like to discuss this further and amending it from the Zoning in Progress.

Vice Chair Sanchez wants to make sure that the garbage bins and recycling bins will be brought to the front.

Jeff Rose stated they would look for something lighter for the roof color and use cement tiles.

Board Member Landsman asked Pearl Dwek, applicant, if she agrees with the change of roof tile color as long as it is in the gray tones.

The applicant stated that she is fine with the change in the roof tile color.

A motion was made by Board Member Bravo to approve lightening the roof tile color, moving the trash cans forward, and the changes to the pool deck, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

Discussion among the Board Members and Commissioner Salzhauer regarding the Zoning in Progress and its changes.

Board Member MacKenzie commented on the first-floor setback requirements.

Town Planner Hickey addressed the questions asked by Board Member MacKenzie.

C. 8955 Collins Avenue – Monument Sign

Town Planner Daniel Mantell introduced the item. He stated that the subject property is located at 8955 Collins Avenue and is within the H120 zoning district (RD-1 zoning district in the 2006 code). The applicant is requesting one Ground Mounted Monument Sign.

Staff has reviewed the current application for consideration by the Planning and Zoning Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place along with the results of the review
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.

- **Staff Recommendation**

Staff finds the application meets both the 2020 and 2006 Zoning Codes subject to the following:

- 1) Ensure the 5' minimum required setback is being met. Per 2020 code section 90-73.
- 2) Provide landscaping at the base of the monument sign. Per 2020 code section 90-73.

Yanelis Martinez, attorney for the applicant, presented the item.

Board Member Bravo asked if this is a permanent or temporary sign. He stated he could not find information on the illumination.

Town Planner Mantell stated it is a permanent sign.

Attorney Yanelis Martinez stated they use LED lights and addressed the questions by the Board Members regarding the sign and lettering as well.

Board Member Sanchez stated his recommendation was to remove the vinyl letters and keep the sign once the vinyl lettering is no longer needed.

Chair Frankel asked if there could be a condition that the applicant come back in a year to readdress the signage.

Assistant Town Attorney Recio stated that the applicant could come back in a year and whatever is no longer applicable could be removed.

Discussion took place among the Staff and Board members regarding the type of illumination of the sign.

A motion was made by Board Member MacKenzie for the applicant to come back in 12 months to review and remove the vinyl from the price down and continue keeping as a monument sign the name of the property, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

D. 9177 Dickens Avenue – Addition

Town Planner Hickey introduced the item. He stated that the property is located at 9177 Dickens Avenue, within the H30B zoning. The applicant is requesting to build new additions to the first floor totaling roughly 922 square feet. The addition includes 2 bedrooms, 2 bathrooms and a new family room. The applicant also plans to convert the existing garage into livable space.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

Staff finds the application meets both the 2020 and 2006 Zoning Codes and current Zoning in Progress subject to the following:

- (1) Architecturally embellished metal roof requires approval by the Design Review Board
- (2) The FFE of the addition will need to be confirmed with the Building Department at time of Building Permit.
- (3) Provide landscaping or a planter in front of the converted garage. Per code section 90-50.1, the installation of planter is only permitted when the landscaping will result in insufficient off-street parking. There is sufficient space in the front yard for a landscaped strip which will not impede off-street parking.

Section 90-50.1: If the garage entrance is located at the front or primary corner of the property, landscaping shall be provided along the base of the new exterior wall. When the installation of landscaping results in insufficient off-street parking, a landscaped planter shall be permitted in lieu of the required landscaping.

- (4) Pursuant to the Zoning in Progress notice published on August 9, 2020, and Section 90-6 of the Town of Surfside Code 20% of all landscaping must be Florida Friendly. Please provide details showing this ZIP condition is being met.

Edgar Gonzalez, the applicant, presented his project.

Chair Frankel closed public comments.

Vice Chair Sanchez asked regarding the ceiling heights, the windows and the footprint of the house as well as the raising of the structure.

Edgar Gonzalez, applicant, answered the questions by the Board and stated the entire roof will be done new and impact windows will be added.

Town Planner Hickey stated he will verify if conditions have been met.

Board Member MacKenzie asked if they are exceeding 50%.

Edgar Gonzalez, applicant, stated they are not exceeding the 50% and they are raising the floor of the house as per the owner of the house.

Further discussion took place among the Board members and the applicant regarding the raising of the floor

Board Member Bravo commented on the color of the roof.

Chair Frankel asked if the frames are all white.

Edgar Gonzalez, applicant, stated they are all white frames.

Board Member Landsman commended the applicant in not adding a second floor to the project.

A motion was made by Board Member Bravo to approve the application with a lighter colored roof, seconded by Board Member MacKenzie. The motion carried with a 5-0 vote.

E. 8927 Froude Avenue – Addition

Item was deferred to September 24, 2020 meeting.

F. 9491 Harding Avenue – Awning

Town Planner Mantell introduced the item. He stated that the property is located at 9491 Harding Avenue, within the SD-B40 zoning district. The current businesses include David and Saul Shoes, Sea View Cleaners, Specchio's, 26 & Tapas as well as other storefronts. The applicant is proposing to install with one single canvas black awning for the Harding Avenue and 95 Street facades. There are currently various awnings in different sizes and colors along the storefronts.

Staff has reviewed the current application for consideration by the Planning and Zoning Board. In this report, Staff presents the following:

- Existing and proposed awning
- Applicable Zoning Code regulations, along with the results of the review
- Staff Recommendation

Staff recommends approval by the Board provided the applicant complies with 2020 Sec. 90-49.2.4, "After 25 feet in length, an awning or canopy shall have either a break of a minimum of six inches or articulation of the awning or canopy."

The following individual from the public spoke on the item:
George Kousoulas

Chair Frankel closed the public comment.

Vice Chair Sanchez stated it looks elegant and asked why doesn't it extend to Barry Cohen's office past the store front.

Board Member Landsman also commented on the color and if it is a good choice for the heat and likes the approach.

Board Member Bravo also discussed the color and encouraged that the new code address this as well.

Board Member MacKenzie commented on the color and there not being drawings to see how it projects off the building into the sidewalk. He also asked about the 6-inch break.

Chair Frankel stated they as a Board cannot override the code and that she would prefer a lighter color.

Vice Chair Sanchez suggested getting the recommendation from DVAC moving forward.

Town Planners Hickey and Mantell commented on the 6-inch break and will work with the applicant with that.

Board Member Landsman gave his suggestions and comments.

A motion was made by Board Member Landsman to approve the application, seconded by Board Member MacKenzie. The motion carried with a 5-0 vote.

G. 9467 Harding Avenue – Façade Change and Outdoor Seating (*May be deferred*)

Town Planner Hickey introduced the item. He stated the property is located at 9467-9473 Harding Avenue, within the SD-B40 zoning district. The current businesses include a Kosher Land, a realty office, and medical spa. The applicant is proposing façade improvements with new windows, fenestration, a metal awning, as well as outdoor seating to expand the existing market into the three storefronts and rename it the Grove Kosher Market.

Staff has reviewed the current application for consideration by the Planning and Zoning Board. In this report, Staff presents the following:

- Applicable 2020 and 2006 Zoning Codes and the current Zoning in Progress along with the results of the review
- Staff Recommendation

Staff recommends approval as the proposed development meets the requirements of the 2006 and 2020 Zoning Codes and the current Zoning in Progress. Applicant will need to revise plans or provide the following information:

- 1) When sidewalk café permit is submitted it must meet the standards and criteria in 2020 Sec. 18-92.
- 2) Any signage for the proposed development will require review and approval by the Planning and Zoning Board.

Jordy Sopourn, representing the applicant, stated that Town Planner Hickey explained the project and he stated that his client is taking over all three tenant spaces to make a boutique grocery store.

Chair Frankel closed public comment.

Board Member Landsman commented on the removal of the awning and is in favor of awnings to provide protection from the elements and will they be bringing back an awning or covering.

Jordy Sopourn addressed the comments made by Board Member Landsman that there is a fair amount of covering.

Chair Frankel stated it is a nice and clean design and agrees that the old awning is beat up.

Board Member MacKenzie stated it is a good example of articulation of massing and likes the project.

Vice Chair Sanchez likes the project but wants to make sure they do not bump out too much.

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

H. 9309 Abbott Avenue – Addition (*May be deferred*)

Item deferred to September 24, 2020 meeting.

I. 8712 Byron Avenue, Lot A - New Single-Family Residence (*May be deferred*)

Item deferred to September 24, 2020 meeting.

Yoann Andreu, applicant, spoke regarding hearing all three applications together and agrees with the deferral.

A motion was made by Board Member Bravo to defer the item to the September 24, 2020 meeting, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

J. 8712 Byron Avenue, Lot B - New Single-Family Residence (*May be deferred*)

Item deferred to September 24, 2020 meeting.

Yoann Andreu, applicant, spoke regarding hearing all three applications together and agrees with the deferral.

A motion was made by Board Member Bravo to defer the item to the September 24, 2020 meeting, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

K. 8712 Byron Avenue, Lot C - New Single-Family Residence (*May be deferred*)

Item deferred to September 24, 2020 meeting.

Yoann Andreu, applicant, spoke regarding hearing all three applications together and agrees with the deferral.

A motion was made by Board Member Bravo to defer the item to the September 24, 2020 meeting, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

L. 924 93 Street - New Single-Family Residence (*May be deferred*)

Item deferred to September 24, 2020 meeting.

M. 824 88 Street – Awning (*May be deferred*)

Item deferred to September 24, 2020 meeting.

6. Discussion Items:

A. Future Agenda Items

Chair Frankel discussed Indian Creek and 25 vs 50; existing fences along the right away and if needed change with new development, update the seawall with new construction, awnings with lighter color, the 6-inch break, the accessory requirement and roof top overhangs. She also commented on sustainable green building, second floor requirements on second patios, side stairs, the placing of the garbage cans, as well as the location of the pool equipment.

Commissioner Salzhauer asked if DERM approval could be made part of any waterfront home that is being built. She asked Town Planner Hickey to forward to the entire Board the list of these discussion items from tonight's meeting.

Chair Frankel commented on Commissioner Salzhauer's comments regarding DERM.

Town Planner Hickey stated that they will need to meet the intent.

Board Member MacKenzie requested a landscape architect to submit a landscape plan with each new project.

Chair Frankel stated that is already part of the requirement and if they need to make any zoning changes, it has to be with a landscape architect.

Chair Frankel asked if Commissioner Salzhauer is working with the business district in obtaining their opinion on the awnings and it would have to be Commissioner Kesl who is the Liaison.

Commissioner Salzhauer commented on the two alternates being present and use of their expertise.

A motion was made to extend the meeting for 15 minutes to 10:20 p.m. by Board Member Landsman, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

The following members of the public spoke:

George Kousoulas spoke regarding the building code and the Zoning in Progress.

Jeff Rose spoke regarding solar panels being a requirement on new construction, give a foot-get a foot, and measure potential versus actual.

Chair Frankel addressed the comments made by the public speakers.

Discussion took place among the Board and Town Planner Hickey regarding an additional meeting between the 09/24/2020 meeting and the regular October meeting.

Chair Frankel stated that if they are just changing landscaping they do not have to resubmit unless they are major changes.

7. Adjournment

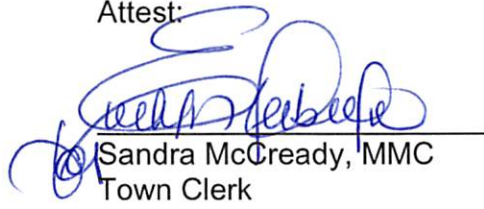
A motion was made by Board Member Landsman to adjourn the meeting without objection at 10:28 p.m. The motion received a second from Board Member Bravo. All voted in favor.

Respectfully submitted,

Accepted this 24 day of September, 2020.


Judith Frankel, Chair

Attest:


Sandra McCready, MMC
Town Clerk



Town of Surfside

DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

September 17, 2020 – 6:00 p.m.

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Deputy Town Clerk Herbello at 6:25 p.m.

The following members were present:

Committee Member Marianne Meishcheid
Committee Member Meghan Rote

The following members were absent:

Committee Member Zoya Pashenko
Committee Member Celida Cuenca

Also, present: Frank Trigueros, Marketing & Special Projects Coordinator
Evelyn Herbello, Deputy Town Clerk
Clara Diaz-Leal, Tourist Board Liaison

2. Agenda and Order of Business

3. Committee Introductions

Deferred to the next meeting.

4. Appointment of Chair and Vice Chair

Deferred to the next meeting.

5. Committee Function

Deferred to the next meeting.

6. Approval of Minutes – March 5, 2020

Deferred to the next meeting.

7. Tourist Board Update

Deferred to the next meeting.

8. Former Committee: Alleys, Art in Public Places, Downtown Sidewalks, Vacancies

Deferred to the next meeting.

9. New Ideas and Future Topics from Committee Members

Deferred to the next meeting.

10. Future Meeting Date – December 17, 2020

Deferred to the next meeting.

11. Public Comment – (3-minute limit)

12. Adjournment

The meeting adjourned at 6:27 p.m. for lack of quorum.

Respectfully submitted:

Accepted this 6 day of October, 2020


Marianne Meishcheid, Chair

Attest:


Evelyn Herbello
Deputy Town Clerk



MEMORANDUM

ITEM NO. 3E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: November 12, 2020
Subject: FY 2021 Budget Amendment Resolution No. 2

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY2021 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021 actual revenues and expenditures and recommends a change to the FY2021 annual budget is as follows:

RESORT TAX FUND (Attachment A)

The Resort Tax Fund is being amended to appropriate additional funding for the Downtown decorative lighting installation and annual hardware maintenance in the amount of \$30,255.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to re-appropriate fund balance carryovers from capital improvement projects funded in prior years in the amount of \$2,771,243.

WATER AND SEWER FUND (Attachment A)

The Water and Sewer Fund is being amended to re-appropriate a fund balance carryover from the Biscaya Island Water main crossing relocation capital improvement project funded in prior years in the amount of \$106,736.

Reviewed by:JDG/ LA

Prepared by AM

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2020/2021
 BA No. 2
 Fund Nos. 102 Resort Tax Fund
 301 Capital Projects Fund
 401 Water and Sewer Fund

11/12/2020

| Account Number | Account Description | Justification | Original/ Adjusted Budget | Increase | Decrease | Adjusted Budget |
|----------------------------------|---|--|---------------------------------|---------------------|------------------|--------------------|
| SPECIAL REVENUE FUNDS: | | | | | | |
| RESORT TAX FUND | | | | | | |
| EXPENDITURES | | | | | | |
| 102-8000-552-99-10 | Contingency / Reserve | Appropriate additional funding for downtown decorative lighting | \$ 291,115 | | \$ 30,255 | \$ 260,860 |
| 102-8000-552-48-11 | Promotional Activities-Special Events | Downtown decorative lighting | \$ 337,100 | \$ 30,255 | | \$ 367,355 |
| TOTAL | RESORT TAX FUND EXPENDITURES | | | \$ 30,255 | \$ 30,255 | |
| CAPITAL PROJECTS FUND | | | | | | |
| REVENUES | | | | | | |
| 301-590-392-00-00 | Appropriated Fund Balance | Reappropriate fund balances - carryover for capital projects funded in prior years | \$ - | \$ 2,771,243 | | \$ 2,771,243 |
| TOTAL | CAPITAL PROJECTS FUND REVENUES | | | \$ 2,771,243 | \$ - | |
| EXPENDITURES | | | | | | |
| 301-4400-539-63-20 | Beach Walking Path | Reappropriate fund balance - carryover beach walking path rope fencing and posts | \$ - | \$ 102,076 | | \$ 102,076 |
| 301-4400-541-63-95 | 92nd Street Beachend Improvement | Reappropriate fund balance -carryover 92nd Street beachend improvements | \$ - | \$ 188,652 | | \$ 188,652 |
| 301-4400-572-63-80 | 96th Street Park Renovation | Reappropriate fund balance -carryover 96th Street Park renovation | \$ - | \$ 2,480,515 | | \$ 2,480,515 |
| TOTAL | CAPITAL PROJECTS FUND EXPENDITURES | | | \$ 2,771,243 | \$ - | |
| ENTERPRISE FUNDS: | | | | | | |
| WATER AND SEWER FUND FUND | | | | | | |
| REVENUES | | | | | | |
| 401-536-391-10-00 | Use of Prior Years Retained Earnings | Reappropriate fund balance - carryover Biscaya Island Water main crossing relocation project funded in prior years | \$ - | \$ 106,736 | | \$ 106,736 |
| TOTAL | WATER AND SEWER FUND | | | \$ 106,736 | \$ - | |
| EXPENDITURES | | | | | | |
| 401-9900-536-63-20 | Capital Outlay - Infrastructure-Water | Reappropriate fund balance - carryover Biscaya Island Water main crossing relocation | \$ - | \$ 106,736 | | \$ 106,736 |
| TOTAL | WATER AND SEWER FUND | | | \$ 106,736 | \$ - | |

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2020-2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2716 approving the budget for Fiscal Year 2020-2021 and establishing revenues and appropriations for the Town; and

WHEREAS, to address amendments in the budget for expenditures and revenues, the Finance Director and Budget Officer have met with the Town Manager and Department Heads to identify modifications to the approved budget with no impact on service delivery; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the Resort Tax Fund, Capital Projects Fund, and Water and Sewer Fund to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2020-2021 Budget by amending the Resort Tax Fund, Capital Projects Fund and Water and Sewer Fund as set forth in Attachment “A” attached hereto; and

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

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

Section 1. Recitals Adopted. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approving Amended Budget. That the Town Commission approves the 2020-2021 fiscal year Budget amendments provided for in Attachment “A” attached hereto.

Section 3. Implementation. The Town Manager and/or his designees are directed to take any and all action necessary to accomplish the Budget amendment and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of November, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2020/2021
 BA No. 2
 Fund Nos. 102 Resort Tax Fund
 301 Capital Projects Fund
 401 Water and Sewer Fund

11/12/2020

| Account Number | Account Description | Justification | Original/ Adjusted Budget | Increase | Decrease | Adjusted Budget |
|----------------------------------|---|--|---------------------------------|---------------------|------------------|--------------------|
| SPECIAL REVENUE FUNDS: | | | | | | |
| RESORT TAX FUND | | | | | | |
| EXPENDITURES | | | | | | |
| 102-8000-552-99-10 | Contingency / Reserve | Appropriate additional funding for downtown decorative lighting | \$ 291,115 | | \$ 30,255 | \$ 260,860 |
| 102-8000-552-48-11 | Promotional Activities-Special Events | Downtown decorative lighting | \$ 337,100 | \$ 30,255 | | \$ 367,355 |
| TOTAL | RESORT TAX FUND EXPENDITURES | | | \$ 30,255 | \$ 30,255 | |
| CAPITAL PROJECTS FUND | | | | | | |
| REVENUES | | | | | | |
| 301-590-392-00-00 | Appropriated Fund Balance | Reappropriate fund balances - carryover for capital projects funded in prior years | \$ - | \$ 2,771,243 | | \$ 2,771,243 |
| TOTAL | CAPITAL PROJECTS FUND REVENUES | | | \$ 2,771,243 | \$ - | |
| EXPENDITURES | | | | | | |
| 301-4400-539-63-20 | Beach Walking Path | Reappropriate fund balance - carryover beach walking path rope fencing and posts | \$ - | \$ 102,076 | | \$ 102,076 |
| 301-4400-541-63-95 | 92nd Street Beachend Improvement | Reappropriate fund balance -carryover 92nd Street beachend improvements | \$ - | \$ 188,652 | | \$ 188,652 |
| 301-4400-572-63-80 | 96th Street Park Renovation | Reappropriate fund balance -carryover 96th Street Park renovation | \$ - | \$ 2,480,515 | | \$ 2,480,515 |
| TOTAL | CAPITAL PROJECTS FUND EXPENDITURES | | | \$ 2,771,243 | \$ - | |
| ENTERPRISE FUNDS: | | | | | | |
| WATER AND SEWER FUND FUND | | | | | | |
| REVENUES | | | | | | |
| 401-536-391-10-00 | Use of Prior Years Retained Earnings | Reappropriate fund balance - carryover Biscaya Island Water main crossing relocation project funded in prior years | \$ - | \$ 106,736 | | \$ 106,736 |
| TOTAL | WATER AND SEWER FUND | | | \$ 106,736 | \$ - | |
| EXPENDITURES | | | | | | |
| 401-9900-536-63-20 | Capital Outlay - Infrastructure-Water | Reappropriate fund balance - carryover Biscaya Island Water main crossing relocation | \$ - | \$ 106,736 | | \$ 106,736 |
| TOTAL | WATER AND SEWER FUND | | | \$ 106,736 | \$ - | |



MEMORANDUM

ITEM NO. 3F

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

From: Andrew Hyatt, Town Manager

Date: November 12, 2020

Subject: Memorandum of Understanding between the Town of Surfside (Police Department), the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), and the Pinellas County Sheriff's Office (PCSO) For Access To Biometric Facial Analysis System

This Memorandum of Understanding between the Town of Surfside (Police Department), the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), and the Pinellas County Sheriff's Office (PCSO) provides the Surfside Police Department (SPD) access to the PCSO Biometric Facial Analysis System and authorization to utilize FLHSMV Driver License Information including access to digital images of full-face Driver License Photographs through the PCSO system for purposes of biometric comparison at no cost to the town.

The Biometric Facial Analysis System provides Surfside Police Department detectives the ability to use facial recognition intelligence software to compare submitted images to Florida government and law enforcement databases that include mugshots, jail booking records, and driver's licenses. This investigative tool has proven useful in identifying subjects in criminal investigations in Florida.

The Florida Department of Highway Safety and Motor Vehicles mandates that all law enforcement agencies accessing the PCSO Biometric Facial Analysis System enter into this MOU to declare that it is qualified to obtain and protect both personal information and highly restricted personal information from the FLHSMV database.

Staff recommends a motion to approve a resolution to authorize the Memorandum of Understanding between the Town of Surfside (Police Department), the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), and the Pinellas County Sheriff's Office (PCSO) for access to the Biometric Facial Analysis System.

Reviewed by: Chief Julio Yero

Prepared by: Lieutenant John Healy

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, AND THE PINELLAS COUNTY SHERIFF'S OFFICE FOR ACCESS TO THE BIOMETRIC FACIAL ANALYSIS SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Police Department desires to access the Pinellas County Sheriff's Office ("PCSO") Biometric Facial Analysis System, which would provide the Town's Police Department access to driver's license and motor vehicle information for the purpose of biometric comparison; and

WHEREAS, in order to access the Biometric Facial Analysis System, the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV") requires that all municipalities enter into an agreement declaring that they are qualified to obtain and protect personal information and highly restricted personal information on the FLHSMV database; and

WHEREAS, the Town and PCSO desire to enter into an Memorandum of Understanding, in substantially the form attached hereto as Exhibit "A" ("MOU"), to allow the Town's Police Department to access the PCSO Biometric Facial Analysis System; and

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

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

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Approval of MOU.** The Town Commission hereby approves the MOU, in substantially the form attached hereto as Exhibit “A.”

Section 3. **Authorization.** The Town Manager is hereby authorized to execute the MOU, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** The Town Manager and Town Officials are hereby authorized to take any and all action necessary to implement the purposes of the MOU and this Resolution.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of November, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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

**MEMORANDUM OF UNDERSTANDING
FOR ACCESS TO BIOMETRIC FACIAL ANALYSIS SYSTEM**

This Memorandum of Understanding (MOU) is made and entered into by and between _____, hereinafter referred to as the Requesting Party or Third Party End User, as defined herein, executing this MOU, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. The Parties

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains Driver License Information that identifies individuals. Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Sections 119.0712(2), 322.142, and 501.171, Florida Statutes, and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida and/or operating under Federal law, and is requesting Driver License Information including access to digital images of full-face Driver License Photographs from the Providing Agency for purposes of biometric comparison, and by signature hereon, declares that it is qualified to obtain both personal information and highly restricted personal information under the exception number(s), listed in Attachment I, authorized by DPPA and Sections 119.0712(2) and 322.142, Florida Statutes.

The Third Party End User is a law enforcement agency operating under the laws and authority of the state of Florida and/or operating under Federal law, and is requesting Driver License Information including access to digital images of full-face Driver License Photographs through the Requesting Party for purposes of biometric comparison, and by signature hereon, declares that it is qualified to obtain both personal information and highly restricted personal information under the exception number(s), listed in Attachment I, authorized by DPPA and Sections 119.0712(2) and 322.142, Florida Statutes.

II. Purpose

This MOU is entered into for the purposes of establishing the conditions and limitations under which the Providing Agency agrees to provide or otherwise make available electronic access to its Biometric Facial Analysis System to the Requesting Party or Third Party End User.

Any Driver License Information and Driver License Photographs provided under the authority of this MOU shall be for the purposes of biometric comparison and not as positive comparison of any individual. Such information, including photographs, shall be considered an investigative lead to be manually analyzed, evaluated and compared against a Probe Photograph, as defined below, by the Requesting Party or Third Party End User.

III. **Definitions**

For the purposes of this MOU, the below-listed terms shall have the following meanings:

- A. **Biometric Facial Analysis System** – The Providing Agency’s system, provided through its selected vendor, consisting of all the equipment, software, accessories, and similar items required for the automatic processing of digital images that contain the faces of individuals for purposes of comparison, authentication/verification of those individuals.
- B. **Business Point-of-Contact** - A person appointed by the Requesting Party or Third Party End User to assist the Providing Agency with the administration of the MOU.
- C. **Driver License Information** – Driver license and identification card data and information collected and maintained by the Providing Agency. This data and information includes personal information, and highly restricted personal information, as defined in items G and I below.
- D. **Driver License Photograph** – Digital image(s) of an individual collected and maintained by the Providing Agency pursuant to Chapter 322, Florida Statutes. The photograph can only be provided pursuant to Section 322.142, Florida Statutes.
- E. **Driver Privacy Protection Act (DPPA)** - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information, and highly restricted personal information, except as otherwise specifically permitted within the Act.
- F. **Law Enforcement Agency** - An agency whose primary responsibility is the prevention and detection of crime and the enforcement of the penal, criminal, traffic, or highway laws of the state or country; and is also a Criminal Justice Agency subject to and in good standing under the Federal Bureau of Investigation’s Criminal Justice Information Services (CJIS) Security Policy; and is either a state, county, or city government agency that employs sworn law enforcement officers, as defined in Section, 943.10(1), Florida Statutes, or is a federal agency that employs full-time officers with authority to make arrests and carry firearms while on duty.
- G. **Highly Restricted Personal Information** - Includes, but is not limited to, Driver License Photographs, medical or disability information or social security number.
- H. **Parties** - The entities executing and intending to be legally bound under the terms and conditions of this MOU.
- I. **Personal Information** - As described in Section 119.0712(2)(b), Florida Statutes, and 18 U.S.C. S.2725, information found in the motor vehicle or driver record which includes, but is not limited to, the subject’s driver comparison number, name, address, (but not the 5 – digit zip code), date of birth, height, and medical or disability information.
- J. **Personal Identifiable Information** – Information about an individual provided by the Biometric Facial Analysis System, which may include, but is not limited to, the Driver License Photograph, customer number, name, address (city, state, and zip only), gender, date of birth, height, driver license number, driver license issue date, and race. Personal Identifiable Information includes information that is defined as Personal Information and Highly Restricted Personal Information under DPPA.

- K. **Probe Photograph** – The photograph provided by a law enforcement agency that is being submitted for comparison with Driver License Photographs in the Providing Agency’s Biometric Facial Analysis System.
- L. **Providing Agency** - The Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to driver license and/or motor vehicle data and information to the Requesting Party and Third Party End User, as applicable.
- M. **Quarterly Quality Control Review Report** – Report completed each quarter by the Business Point-of-Contact to monitor compliance with this agreement, containing the information required in Section VII., Compliance and Control Measures, subsection A.
- N. **Requesting Party** - Any Law Enforcement Agency that is expressly authorized by Sections 119.0712(2) and 322.142, Florida Statutes, and DPPA to request and receive Driver License Information including Driver License Photographs contained in a driver license record for purposes of biometric comparison through an electronic interface with the Providing Agency.
- O. **Technical Contact** - A person appointed by the Requesting Party to oversee the setup, maintenance, and operation of the Biometric Facial Recognition System interface with the Providing Agency.
- P. **Third Party End User** - Any Law Enforcement Agency that is expressly authorized by Sections 119.0712(2) and 322.142, Florida Statutes, and DPPA to request and receive Driver License Information including Driver License Photographs contained in driver license records for purposes of biometric comparison through an interface with the Requesting Party, and has entered into a Memorandum of Understanding with the Providing Agency authorizing such access.
- Q. **Web Service** - A service where the Requesting Party writes a call program to communicate with the Web Service of the Providing Agency to receive authorized motor vehicle and driver license data and information.

IV. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and motor vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license, motor vehicle, and vessel data contained in the Providing Agency’s databases is defined as public record pursuant to Chapter 119, Florida Statutes; and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state’s driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses, including Personal Identifiable Information authorized to be released pursuant to Sections 119.0712(2) and 322.142, Florida Statutes, and DPPA.

This MOU is governed by the laws of the State of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

V. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications, and any additional information required to access data and information in accordance with one of the following allowed access methods:
 - a. Access via the Biometric Facial Analysis System's Application Program Interface (API) using the Requesting Party's User Interface (UI)
 - b. Access via the Biometric Facial Analysis System's User Interface (UI)
2. Allow the Requesting Party to electronically access data and information as authorized under this MOU.
3. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
4. Provide electronic access to Personal Identifiable Information pursuant to roles and times established other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
5. Provide a contact person for assistance with the implementation of services to be provided under this MOU.

B. The Requesting Party and/or Third Party End User agrees to:

1. Utilize information obtained pursuant to this MOU, only as authorized by law for the purposes prescribed by law, and as further described in this MOU.
2. Search and compare Probe Photographs to Personal Identifiable Information for biometric comparison utilizing one of the allowed access methods identified in Section V, Statement of Work, subsection A.1., above. This search and comparison may only be conducted when:
 - A. The Requesting Party or Third Party End User has reasonable suspicion that the person in the Probe Photograph being searched is the suspect, person of interest, witness or victim of a crime, and can associate the probe photograph with an investigative case number; or,
 - B. To intervene in life-threatening emergencies; or,
 - C. To locate missing persons where the probe photograph can be associated with an investigative case number; or,
 - D. To assist with the comparison of and/or determine the identity of individuals that are unable to communicate their identity; or
 - E. To prevent or investigate the crime of terrorism as defined in 18 U.S. Code § 2332b or

Section 775.30, Florida Statutes, where the probe photograph can be associated with an investigative case number.

3. Not use Personal Identifiable Information for biometric comparison solely to track or identify individuals engaging in political, religious, or other protected free speech.
4. Maintain the confidential and exempt status of any and all information provided by the Providing Agency in compliance with this MOU and Sections 119.0712(2) and 322.142, Florida Statutes, and DPPA.
5. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section VI. Safeguarding Information, subsection C.
6. Ensure that its employees and agents comply with Section VI. Safeguarding Information.
7. Prior to allowing access to the Biometric Facial Analysis System by a Third Party End User, confirm with the Providing Agency that the Third Party End User has a valid MOU with the Providing Agency.
8. Self-report to the Providing Agency all violations of this MOU within thirty (30) days of discovery of such violation(s). The report shall include a description of the violation, the time period of the violation, the number of records impacted, and all steps taken as of the date of the report to remedy or mitigate any injury caused by the violation. If the report cannot be completed within thirty (30) days, the Requesting Party or Third Party End User agrees to notify the Providing Agency of the violation no later than the end of the thirtieth day by providing a written summary of the incident, and submit the full report as soon as possible upon its completion.
9. If the Providing Agency determines the Third Party End User has violated the provisions of Sections 119.0712 or 322.142, Florida Statutes, DPPA or this MOU, the Requesting Party agrees to terminate the Third Party End User's access to all Personal Identifiable Information upon a written request from the Providing Agency.
10. The Requesting Party accepts responsibility for interfacing with any and all Third Party End Users. It is the sole responsibility of the Requesting Party to provide the interface which will allow Third Party End Users to access Personal Identifiable Information through the Requesting Party's system.
11. Establish procedures and controls to ensure that its employees and agents comply with Section VI. Safeguarding Information. At a minimum, these controls must include a process for granting user access, logging use of the system by user, and periodically reviewing use of the system, including reviewing the submission of Probe Photographs that do not have an associated investigative case number.
12. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
13. Use the information received from the Providing Agency only for the purposes authorized by this MOU. The Requesting Party or Third Party End User shall not share or provide any

information to another unauthorized entity, agency, or person.

14. Protect and maintain the confidentiality and security of the data and information received from or through the Providing Agency in accordance with this MOU and applicable state and federal laws.
15. Requesting Party agrees to indemnify the Providing Agency and its employees and agents from any and all damages arising from the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
16. Third Party End User agrees to indemnify the Providing Agency and Requesting Party, and its employees and agents from any and all damages arising from the Third Party End User's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
17. For Federal Agencies Only: If any injury, or loss of or damage to any real or personal property of any person, is caused by the Requesting Party or a Third Party End User, its liability, if any, shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq. The liability of the Requesting Party or Third Party End User under this paragraph is subject to the availability of appropriation for such payment, and nothing contained herein may be considered as a guarantee that Congress will at a later date appropriate funds sufficient to meet any deficiencies.
18. The Requesting Party shall update its user's access/permissions upon reassignment of users within five (5) business days of the reassignment or within five (5) business days of notification from the Third-Party End User.
19. The Requesting Party shall immediately inactivate its user's access/permissions, following separation, or negligent, improper, or unauthorized use or dissemination of any information or immediately after notification from the Third-Party End User.
20. For all records containing Personal Identifiable Information and released to a Requesting Party or Third Party End User, maintain records identifying each person or entity that receives such information, and the permitted purpose for which it will be used, for a period of not less than five (5) years. The Requesting Party shall provide these records or otherwise make these records available for inspection within five (5) business days of a request by the Providing Agency.
21. Pay all costs associated with electronic access to the Providing Agency's Biometric Facial Analysis System or to information or data contained therein.
22. Notify the Providing Agency within ten (10) calendar days of any changes to the name, address, telephone number and/or email address of the Requesting Party or Third Party End User or its Business Point-of-Contact. The information shall be e-mailed to DataListingUnit@flhsmv.gov. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
23. Understand that this MOU is subject to any restrictions, limitations, or conditions enacted by

the Florida Legislature, which may affect any or all terms of this MOU. The Requesting Party or Third Party End User understands that they are obligated to comply with all applicable provisions of law.

24. Timely submit information required in Section VII. Compliance and Control Measures.

VI. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapters 119 and 322, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and applicable federal laws. Any disclosure of information shall be in accordance with 18 U.S.C. §2721(c). In the event of a security breach, the Requesting Party or Third Party End User agrees to comply with the provisions of Section 501.171, Florida Statutes.

Any person who knowingly violates any of the provisions of this section may be subject to criminal punishment and civil liability, as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions, including fines, and civil liability.

A. The Requesting Party and Third Party End User shall notify the Providing Agency of any of the following within five (5) business days:

1. Termination of any agreement/contract between the Requesting Party or Third Party End User and any other State/State Agency due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy.
2. Any pending litigation alleging DPPA violations or under any state law relating to the protection of driver privacy.
3. Any instance where the Requesting Party or Third Party End User is found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
4. A breach of security as defined by Section 501.171, Florida Statutes.

B. The Parties mutually agree to the following:

1. Information exchanged will not be used for any purposes not specifically authorized by this MOU and its attachments. Unauthorized use includes, but is not limited to, queries not related to a legitimate law enforcement purpose, personal use, and the dissemination, sharing, copying or passing of this or any unauthorized information to unauthorized persons.
2. The Requesting Party and Third Party End User shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data and information pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

3. Information obtained from the Providing Agency will be stored in a location that is physically and logically secure from access by unauthorized persons.
4. The Requesting Party and Third Party End User shall develop security requirements and standards consistent with Section 282.318, Florida Statutes, Rule Chapter 60GG-2 (previously 74-2), Florida Administrative Code, and the Providing Agency's security policies; and employ adequate security measures to protect Providing Agency's information, applications, data, information resources, and services. The applicable Providing Agency security policies are set forth in Attachment II.
5. Access to the information received from the Providing Agency will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
6. All personnel, including personnel of Third Party End Users, with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information prior to accessing the information. These acknowledgements must be maintained by the Requesting Party or Third Party End User and be provided to the Providing Agency within ten (10) business days of a request.
7. All personnel, including personnel of Third Party End Users, with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of the civil and criminal sanctions specified in state and federal law for unauthorized use of the data and information. These acknowledgements must be maintained in a current status by the Requesting Party or Third Party End User and provided to the Providing Agency within ten (10) business days of a request.
8. Access by its users to the information exchanged under the terms of this MOU must be monitored on an ongoing basis by the Requesting Party and Third Party End User. In addition, the Requesting Party and Third Party End User must complete an Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to the Providing Agency pursuant to Section VII. C. below.
9. All data and information received from the Providing Agency shall be encrypted during transmission to Third Party End Users using Transport Layer Security (TLS) version 1.2 or higher encryption protocols. Alternate encryption protocols are acceptable only upon prior written approval by the Providing Agency.
10. By signing the MOU, the representatives of the Providing Agency, the Third Party End User and Requesting Party, on behalf of the respective Parties, attest and ensure that the confidentiality of the information exchanged will be maintained.

VII. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** - Must be completed by the Requesting Party, utilizing Attachment III, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. This review must include the following elements:
 - a. A comparison of the users by agency report with the agency user list;
 - b. A listing of any new or inactivated users since the last quarterly quality control review; and

- c. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.

B. Internal Control and Data Security Audit - This MOU is contingent upon the Requesting Party and Third Party End User having appropriate internal controls in place to ensure that data and other information being provided/received pursuant to this MOU is protected from unauthorized access, distribution, use, modification, or disclosure. At a minimum, these controls should include a process for granting user access, logging use of the system by user, and periodically reviewing use of the system, including reviewing the submission of Probe Photographs that do not have an associated investigative case number. The Requesting Party must submit an Internal Control and Data Security Audit on or before the first anniversary of the execution date of this MOU, or within one hundred twenty (120) days from receipt of a request from the Providing Agency, whichever occurs first. The Requesting Party may submit the Internal Control and Data Security Audit from their county or agency internal auditor or Inspector General, or from an independent Certified Public Accountant. The audit shall indicate compliance with all terms of the MOU and that the internal controls governing the use and dissemination of personal data and information, including Personal Identifiable Information, have been evaluated in light of the requirements of this MOU, including the completion of quarterly quality control reports, and applicable laws and are adequate to protect the personal data and information from unauthorized access, distribution, use, modification, or disclosure. This includes both policies/procedures in place for personnel to follow and data security procedures/policies in place to protect Personal Identifiable Information. The audit shall certify that the data security procedures/policies have been approved by an IT security professional. The audit shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The audit must have an original signature of the Requesting Party's agency head or his or her designee, who is designated by Letter of Delegation to execute contracts/agreements on their behalf. The audit shall be sent via Certified U.S. Mail to the Providing Agency as set forth in Section XII, Notices.

C. Annual Certification Statement - The Requesting Party and Third Party End User shall each submit to the Providing Agency an annual statement indicating that the respective party has evaluated and certifies that it has adequate controls in place to protect the Personal Identifiable Information from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU and applicable laws. This statement shall be submitted annually, within fifteen (15) business days after the anniversary of the execution date of this MOU. (NOTE: During any year in which an Internal Control and Data Security Audit is conducted, submission of the Internal Control and Data Security Audit may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate termination of this MOU.

In addition, prior to expiration of this MOU, if the Requesting Party or Third Party End User intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

D. Misuse of Personal Identifiable Information – The Requesting Party or the Third Party End User must notify the Providing Agency in writing of any incident where it is suspected or confirmed that Personal Identifiable Information has been misused by its users as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within thirty (30) days of such discovery..

The statement must be provided on the Requesting Party's or Third Party End User's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records misused; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the person(s) whose Personal Identifiable Information, was misused, were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Party or Third Party End User to ensure that misuse of data and information does not continue or recur. If the outcome of the review cannot be provided timely due to an on-going investigation, the Requesting Party or Third Party End User shall notify the Providing Agency of the incident, provide a summary of what occurred, and submit the detailed statement upon completion. This statement shall be mailed to the Providing Agency Bureau Chief of Records at the address indicated in Section XII, Notices. (NOTE: If an incident involving breach of Personal Identifiable Information did occur, and the Requesting Party or Third Party End User did not notify the owner(s) of the misused records, the Requesting Party or Third Party End User must indicate why notice was not provided.)

In addition, the Requesting Party and all Third Party End Users shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply and be solely responsible for adhering to the provisions regarding notice provided therein.

VIII. Liquidated Damages

Unless the Requesting Party or Third Party End User is a State of Florida Law Enforcement Agency, the Providing Agency reserves the right to impose liquidated damages upon the Requesting Party or Third Party End User.

Failure by the Requesting Party or Third Party End User to meet the established requirements of this MOU may result in the Providing Agency finding the Requesting Party or Third Party End User to be out of compliance, and, all remedies provided in this MOU and under law, shall become available to the Providing Agency.

A. General Liquidated Damages

In the case of a breach or misuse of data and information due to non-compliance with DPPA, Sections 119.0712(2), 322.142 or 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy and motor vehicle information, the Providing Agency may impose upon the Requesting Party or Third Party End User liquidated damages of up to \$1,000.00 for each breach or incident of misuse.

In imposing liquidated damages, the Providing Agency will consider various circumstances including, but not limited to:

1. The Requesting Party's or Third Party End User's history with complying with DPPA, Sections 119.0712(2), 322.142 or 501.171, Florida Statutes, this MOU or any other state laws designed to protect a driver's privacy;
2. Whether the Requesting Party or Third Party End User self-reported violations of this MOU to the Providing Agency prior to discovery by the Providing Agency;
3. Whether the Requesting Party or Third Party End User violated this MOU over an extended

period of time;

4. Whether the Requesting Party's or Third Party End User's violation of this MOU directly or indirectly resulted in injury, and the nature and extent of the injury;
5. The number of records involved or impacted by the violation of this MOU;
6. Whether, at the time of the violation, the Requesting Party or Third Party End User had controls and procedures that were implemented and reasonably designed to prevent or detect violations of this MOU; and,
7. Whether the Requesting Party or Third Party End User voluntarily made restitution or otherwise remedied or mitigated the harm caused by the violation of this MOU.

In lieu of paying liquidated damages upon assessment, the Requesting Party or Third Party End User may elect to terminate the MOU contingent upon its submission of a written statement agreeing not to obtain data and information from the Providing Agency through remote electronic means until such time as the liquidated damages are paid in full. Such statement shall be signed by the Requesting Party's or Third Party End User's authorized representative and shall be submitted to the Providing Agency within five days of receipt of notices that damages are being assessed.

B. Corrective Action Plan (CAP)

1. If the Providing Agency determines that the Requesting Party or Third Party End User is out of compliance with any of the provisions of this MOU and requires the Requesting Party or Third Party End User to submit a CAP, the Providing Agency may require the Requesting Party or Third Party End User to submit the CAP within a specified timeframe. The CAP shall provide an opportunity for the Requesting Party or Third Party End User to resolve deficiencies without the Providing Agency invoking more serious remedies, up to and including MOU termination.
2. In the event the Providing Agency identifies a violation of this MOU, or other non-compliance with this MOU, the Providing Agency shall notify the Requesting Party or Third Party End User of the occurrence in writing. The Providing Agency shall provide the Requesting Party or Third Party End User with a timeframe for corrections to be made.
3. The Requesting Party or Third Party End User shall respond by providing a CAP to the Providing Agency within the timeframe specified by the Providing Agency.
4. The Requesting Party or Third Party End User shall implement the CAP only after the Providing Agency's approval.
5. The Providing Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
6. If the Requesting Party or Third Party End User does not meet the standards established in the CAP within the agreed upon timeframe, the Requesting Party or Third Party End User shall be in violation of the provisions of this MOU and shall be subject to liquidated damages and other remedies including termination of the MOU.
7. Except where otherwise specified, liquidated damages of \$25.00 per day may be imposed on

the Requesting Party or Third Party End User for each calendar day that the approved CAP is not implemented to the satisfaction of the Providing Agency.

IX. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless terminated or cancelled in accordance with Section XI, Termination and Suspension. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

X. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

XI. Termination and Suspension

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral suspension or termination by the Providing Agency without notice to the Requesting Party or Third Party End User, as applicable, for failure of the Requesting Party or Third Party End User to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, Sections 119.0712(2), 322.142 or 501.171, Florida Statutes, or any laws designed to protect driver privacy.
- C. This MOU may also be cancelled by either party, without penalty, upon thirty (30) business days advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) business day notice period.
- D. This MOU may be terminated by the Providing Agency if the Requesting Party, the Third Party End User, or any of its executive leadership, are found by a court of competent jurisdiction to have violated any provision of any state or federal law governing the privacy and disclosure of Personal Identifiable Information. The Requesting Party and Third Party End User must report such finding within five (5) business days and will have ten (10) business days from any action described above to provide mitigating information to the Providing Agency. If submitted timely, the Providing Agency will take the mitigation into account when determining whether termination of the MOU is warranted.

XII. Notices

Any notices required to be provided under this MOU shall be sent via Certified U.S. Mail and

email to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Tel: (850) 617-2702
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Requesting Party Business Point-of-Contact listed on the signature page.

For the Third Party End User:

Third Party End User Business Point-of-Contact listed on the signature page.

XIII. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party or Third Party End User to specific information included within the scope of this MOU. Should the Requesting Party or Third Party End User wish to obtain access to other Personal Identifiable Information not provided hereunder, the Requesting Party or Third Party End User will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to Personal Identifiable Information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party or Third Party End User was required to undergo multiple audits and to submit separate certifications, audits, and reports for each executed MOU. Accordingly, should the Requesting Party or Third Party End User execute any subsequent MOU's with the Providing Agency for access to Personal Identifiable Information, while the instant MOU remains in effect, the Requesting Party or Third Party End User may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Certification; Audit; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's or Third Party End User's compliance with this MOU and/or any negative audit findings.

XIV. Public Records Requirements

The parties to this MOU recognize and acknowledge that any agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with applicable law (specifically, Chapter 119, Florida Statutes) and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

If the Requesting Party, or Third Party End User is a "contractor" as defined in Section

119.0701(1)(a), Florida Statutes, the Requesting Party agrees to comply with the following requirements of Florida's public records laws:

- A. Keep and maintain public records required by the Providing Agency to perform the service.
- B. Upon request from the Providing Agency's custodian of public records, provide the Providing Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Requesting Party does not transfer the records to the Providing Agency.
- D. Upon termination or expiration of the MOU, the Requesting Party and/or Third Party End User agrees they shall cease disclosure or distribution of all data and information provided by the Providing Agency. In addition, the Requesting Party agrees that all data and information provided by the Providing Agency remains subject to the provisions contained in DPPA and Sections 119.0712, 322.142, and 501.171, Florida Statutes.

IF THE REQUESTING PARTY AND/OR THIRD PARTY END USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S OR THIRD PARTY END USER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, and STE. A432, TALLAHASSEE, FL 32399-0504.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature Page for Third Party End User

THIRD PARTY END USER:

Third Party End User Agency Name

Street Address

Suite

City State Zip Code

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date

Official Third Party End User Email Address

Phone Number

BUSINESS POINT-OF-CONTACT:

Printed/Typed Name.

Official Third Party End User Email Address

Phone Number Fax Number

TECHNICAL POINT-OF-CONTACT:

Printed/Typed Name

Official Third Party End User Email

Phone Number Fax Number

REQUESTING PARTY UTILIZED:

Pinellas County Sheriff's Office

Printed/Typed Name

PROVIDING AGENCY:

Florida Department of Highway
Safety and Motor Vehicles
Providing Agency Name

2900 Apalachee Parkway
Street Address

Suite

Tallahassee, Florida 32399
City State Zip Code

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date

Official Providing Agency Email Address

Phone Number

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For
Exempt Personal Information In A Motor Vehicle/Driver License Record**

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, driver license photograph, date of birth, height, race, gender, address and, medical or disability information. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am a representative of a Requesting Party or Third-Party End User requesting personal information for one or more records as described below. I declare that my agency is qualified to obtain personal information under exemption number(s) _____, as listed on page 3 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

| DPPA Exemption Claimed: | Description of How Requesting Party Qualifies for Exemption: | Description of how Data will be used: |
|-------------------------|--|---------------------------------------|
| | | |

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Title

Printed Name

Name of Agency/Entity

Date

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC (print name)

NOTARY PUBLIC (sign name)
My Commission Expires: _____

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
(a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
(b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record if such use is related to the operation of a motor vehicle or public safety.

BIOMETRIC FACIAL ANALYSIS SYSTEM

QUARTERLY QUALITY CONTROL REVIEW REPORT

Pursuant to your Memorandum of Understanding (MOU), the Business Point of Contact (POC) must complete and keep a copy of this form along with the items listed below for six years:

- Maintain a list of all users who have access to the Biometric Facial Analysis System.
 - Update any user information, document the reason for the change in access, and the date the change is made.
 - Verification that user access/permissions, including Third Party End Users, is immediately inactivated following separation or negligent, improper, or unauthorized use or dissemination of any information.

- Maintain documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination. This includes verification that each inquiry has an associated investigative case number, if required by the MOU.
 - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.

- Each quarter, complete the report below and ensure all actions are documented.

| | |
|---|-------|
| Quarter: | Year: |
| Total active users in the system: | |
| Users inactivated during quarter: | |
| Users audited during quarter: | |
| Total number of cases of misuse found: | |
| Total cases of misuse reported pursuant to <i>Section VII. Compliance and Control Measures, Part C.</i> of the MOU: | |

POC Signature

Date

POC Name Printed



MEMORANDUM

ITEM NO. **3G**

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: November 12, 2020
Subject: Dell Computer Lease Buyout

The Town Commission approved Resolution 17-2465 in November 2017 for a three (3) year lease terminating on December 2, 2020 for fifty-six (56) Dell desk top computers for a total of \$79,877.52.

Dell Financial Services has provided a buy-out option after lease expiration of \$32,291.28.

The Finance department's Information Technology division estimates that the current computer hardware will be useful for an additional 2-3 years and therefore does not need immediate replacement.

Town Administration recommends that the Town move forward on a buyout of the lease for a one-time amount of \$32,291.28.

Reviewed by: LA

Prepared by: JF/JDG

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AT LEASE EXPIRATION FROM DELL FINANCIAL SERVICES IN THE AMOUNT OF \$32,291.28; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(K) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2017, the Town of Surfside (“Town”) adopted Resolution No. 17-2465, approving a lease agreement with Dell Financial Services (“Dell”) for three (3) years to lease computer equipment for the Town (“Lease”); and

WHEREAS, the Lease provides the Town with the option to purchase the 56 leased Dell computer workstations (“Equipment”) at the expiration of the Lease term on December 2, 2020, at a fair market price of \$32,291.28; and

WHEREAS, after reviewing the expected lifespan and condition of the Equipment, the Town Manager recommends that the Town approve the purchase of the Equipment with Dell; and

WHEREAS, pursuant to Section 3-13(7)(k) of the Town’s Code, purchase of office equipment required for Town operations and administration are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve the purchase of the Equipment from Dell in the amount of \$32,291.28 and finds that such purchase is in the best interests of the Town and necessary for efficient Town operations and business.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Purchase of Equipment Approved; Exemption from Competitive Bidding. The purchase of the Equipment from Dell in the amount of \$32,291.28 is hereby approved. The Town Commission finds that pursuant to Section 3-13(7)(k) of the Town's Code, the purchase of the Equipment is exempt from competitive bidding.

Section 3. Authorization and Implementation. The Town Manager is authorized to execute a Purchase Order for the Equipment. The Town Manager and Town Officials are further authorized to take all action necessary to implement the purchase of the Equipment and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of November, 2020.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, 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



Invoice Date: 10/27/2020
 Invoice Number: EB001882155310271700
 Date Due: 11/26/2020
 Expiration Date: 11/26/2020

To: TOWN OF SURFSIDE
 9293 HARDING AVE
 SURFSIDE FL 33154

Remit To: Dell Financial Services
 Pymt Processing Center
 P.O. Box 6410
 CAROL STREAM IL 60197-6410

Lease Number: 001-8821553-006

| Description | Remaining Rental Charges | Buyout Amount | Misc Charges | Late Fees | Sales Tax | Subtotal |
|--------------------------------------|--------------------------|--------------------|---------------|---------------|---------------|--------------------|
| 001-8821553-006 Early Buyout Invoice | \$0.00 | \$32,291.28 | \$0.00 | \$0.00 | \$0.00 | \$32,291.28 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Amount Due | \$0.00 | \$32,291.28 | \$0.00 | \$0.00 | \$0.00 | \$32,291.28 |

*This invoice may not represent all charges due at the time when this invoice was generated. The valid Rental or Renewal charges have been removed if requested and billed separately. Total Amount Due for these charges is \$XXXX.XX. If left unpaid, you lease will continue according to its terms. In addition, the Total Amount Due may exclude charges or expenses for which you are responsible under the terms of your lease agreement including without limitation personal property tax amounts related to the term of the lease that have not been assessed and missing, wrong, or damaged charges related to returned products.. If applicable, these items will be billed separately. If you do not pay this invoice, your lease will continue according to its terms.

Should you need assistance regarding this invoice, please contact your Asset Management contact:

Jose_Salas1@Dell.com

Thank you for choosing Dell Financial Services.

RESOLUTION NO. 17-2465

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A LEASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR THE LEASE OF COMPUTER EQUIPMENT IN THE AMOUNT OF \$79,877.52 OVER A THREE-YEAR LEASE TERM; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION OF THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) currently has an aging and outdated computer system which is in need of replacement and upgrades; and

WHEREAS, Dell Financial Services (“Dell”) has proposed to lease computer equipment and products to the Town, as set forth in the Lease Agreement attached hereto as Exhibit “A” (“Lease”); and

WHEREAS, after conducting a good faith review of available sources and negotiation as to price and terms, the Town Manager has recommended that, pursuant to Section 3-12 of the Town Code, it is in the Town's best interest to waive the competitive bidding procedures in order to expeditiously attain the computer equipment from the existing vendor; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to replace its computer equipment, and accept the Lease and terms as set forth in Exhibit “A”; and

WHEREAS, pursuant to the Lease, the Town will incur a lease payment of approximately \$2,218.82 per month for a three-year (36 month) lease term for a total cost of \$79,877.52; and

WHEREAS, the cost of the computer equipment Lease was budgeted for Fiscal Year 2017-2018; and

WHEREAS, the Town Commission finds that replacement and lease of the computer equipment is in the best interests of the Town and necessary for efficient Town operations and business.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Lease Approved. That the Lease, in substantially the form attached hereto as Exhibit "A", is hereby approved, and the Town Manager is hereby authorized to execute the Lease with Dell on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Waiver of Competitive Bidding. That pursuant to Section 3-12 of the Town Code, the competitive bidding procedures of the Town's Purchasing Code are hereby waived for the attainment of the products.

Section 4. Implementation. That the Town Manager and/or his designee is hereby authorized to take any and all action necessary to implement this Resolution and the Lease.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED on this 14th day of November, 2017.

Motion by: Commissioner Karukin,

Second by: Commissioner Gieldinsky.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Barry Cohen
Mayor Daniel Dietch

yes
yes
Absent
yes
yes



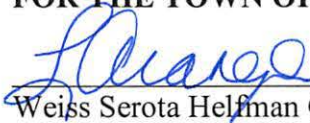
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman
Town Attorney

COPY



TOWN OF SURFSIDE
9293 HARDING AVE
SURFSIDE, FL 33154

Dear Jose Feliz

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the four simple steps listed below:

- Step 1 Provide your Federal Employer Identification (FEI) Number on Page 1 of 5 if your FEIN is not printed.
- Step Sign and Date the YOU/LESSEE section only on Page 2 of 5 and print your NAME and TITLE.
- Step 3 After completing steps 1 through 2, return ALL PAGES to 512-283-9380, excluding AutoPay.
- Step 4 (Optional) For the ease and convenience of AUTOPAY, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

800-955-3355

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: 001 - 8821553-006
Equipment Related: Your DELL Customer Number is: 15237228

For Dell Inc. equipment support or questions call (888) 560-8324.

View www.Dell.com/Support for Dell order status once your Lease paperwork is complete or call (800) 879-3355

The first invoice you receive once your Lease commences will include your Monthly Rent Payment plus any itemized taxes, fees and shipping charges. Subsequent invoices will only include your Monthly Rent Payments and any other applicable taxes and/or fees.



Your Dell Customer Number is: 15237228

Company No: 73

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

| | | | | | |
|---|---|---|---|--|-------------------|
| FULL LEGAL NAME OF LESSEE TOWN OF SURFSIDE | | LEASE TERM (MONTHS) 36 | MONTHLY RENT PAYMENT^ \$2,131.26 <small>^Subject to Applicable Tax</small> | MONTHLY PERSONAL PROPERTY MGMT FEE^ \$87.56 <small>^Subject to Applicable Tax</small> | COMMENCEMENT DATE |
| DBA NAME (IF ANY) | TYPE OF BUSINESS Municipality | FINANCING TERMS Product Cost = \$80,698.80 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE) Total Rent Payments due shall be \$79,877.52 | | | |
| BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 9293 HARDING AVE SURFSIDE FL 33154-3009 | | | | | |
| PRODUCT LOCATION SEE ATTACHMENT A | | GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A | | | |
| GUARANTOR (IF ANY) | | END OF LEASE PURCHASE OPTION Fair Market Value | | | |

59600434

FEDERAL EMPLOYER IDENTIFICATION #

Step 1. If your FEI number is not pre-printed, you MUST provide it in the box above.

TERMS AND CONDITIONS OF LEASE


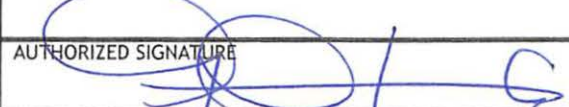
1. **NO WARRANTIES:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. **ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS:** BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-19, PAGES 1-5) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU

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ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. SIGNING AND RETURNING THIS LEASE AGREEMENT CONSTITUTES AN OFFER BY YOU TO LEASE THE PRODUCTS DESCRIBED IN ATTACHMENT A. THE LEASE AGREEMENT IS SUBJECT TO ACCEPTANCE BY DELL FINANCIAL SERVICES. DELL FINANCIAL SERVICES MAY ACCEPT THIS LEASE AGREEMENT BY PAYING THE SUPPLIER THE COST OF THE PRODUCTS OR BY AUTHENTICATING THE LEASE AGREEMENT. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE ELECTRONICALLY SIGNED OR TRANSMITTED BY YOU TO US, AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

NOTICE: (i) DO NOT SIGN THIS LEASE IF IT CONTAINS BLANK SPACES. (ii) YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED-IN COPY OF THE LEASE WHEN YOU SIGN IT. (iii) UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE; (B) TO REDEEM THE PRODUCTS IF REPOSSESSED FOR A DEFAULT; AND (C) TO REQUIRE UNDER CERTAIN CONDITIONS, A RESALE OF THE PRODUCTS IF REPOSSESSED. Dell Financial Services' California Finance Lender License number is 6037884.

| | | |
|--|---|--|
| YOU/LESSEE: TOWN OF SURFSIDE | US/LESSOR: (For DFS use only) Dell Financial Services L.L.C. 9 C A  Igor Vodicka, Vice President | Phone (800) 955-3355 Fax (800) 934-4207 or Fax (512) 246-2028 |
| AUTHORIZED SIGNATURE  | P DATE | use only) REVIEWED By WALTER KUEHNER at 1:43 pm, Nov 09, 2017 |
| PRINT NAME AND TITLE Guillermo Olmedillo, Town Mgr | DATE 11/15/2017 | use only) DATE |

Step 2. Please sign and Date the YOU/LESSEE section and print your name and Title.

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you the personal property, and finance for you fees for services (including but not limited to installation and delivery) (the "Services") and software, all as described in Attachment A to this Lease (collectively, the "Products") on the terms and conditions shown in this Lease. With respect to Services, we will only finance one-time charges hereunder. The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, the 1st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 4) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day each month of the Lease Term (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 1.50 % of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the Product Location specified above, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers and other handheld mobile Products, you may not move the Products

without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License and Services, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your rights to obtain Services or use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate ("Discount Rate") in effect on the date you provide notice of the Loss and (iii) any costs and expenses incurred as a result of this event. Present value may be determined in certain states by the actuarial or Rule of 78's method. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. You will remove all proprietary data from the Products prior to return. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us in our reasonable judgment, plus any applicable taxes. If you do not agree with our determination, the FMV will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice of return and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after notice from us; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

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14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software and Services, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software and Services, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if UCC Article 2A applies to this Lease, this Lease will be considered a "finance lease". By signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to (i) supply missing information and correct obvious errors in this Lease, and (ii) add or correct serial numbers (or similar identifying information) for the Products in this Lease, on Attachment A and in any related filing or documentation. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid or transmitted electronically, addressed to the respective address specified in writing. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law. Any such excess payment will be applied to payments under the Lease in inverse order of maturity; any remaining payments will be refunded to you.

19. Products Consisting Solely of Software or Services: This Section 19 applies if the Products described on Attachment A consist exclusively of software, Services, or a combination of both. You agree that this Lease is a financing arrangement providing for your repayment to us of the cost of acquiring the Products from the Supplier (including any provider or seller of Services, licensor or seller of software), plus all other amounts that become due and owing under the terms of this Lease. For the purposes of this Lease and your obligations hereunder, the Products are deemed satisfactorily delivered and accepted by you upon the earlier of delivery from such Supplier or our payment to such Supplier for the cost of acquiring the Products. As security for your obligations under this Lease, you grant us a first-priority security interest in all of your rights and interest in and to the Products (including your rights to use software and obtain Services) and all proceeds thereof (including without limitation any refunds with respect to the software or Services financed hereunder ("Refund") that you receive or have a right to receive), free and clear of all security interests, liens or encumbrances. If you are entitled to a Refund from the Supplier (including any provider or seller of Services, licensor or seller of software), you authorize us to deliver a copy of this Lease to the Supplier as evidence of your consent to our collection and receipt of the Refund directly. Nothing in this Lease shall obligate us to pursue your Refund rights (if any) or modify, excuse or limit your obligations under this Lease, which you acknowledge and agree are absolute and unconditional. We shall apply any such Refund actually received by us against the next scheduled Rent payment(s) and all other amounts owed under this Lease. You agree that you shall owe any unpaid amounts remaining under this Lease after application of the Refund. Upon our written instructions following a Default, you agree to (a) immediately cease using the software and Services, (b) deinstall, delete and destroy all copies of the software from any computer systems owned or controlled by you or used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use, maintenance, deinstallation, deletion and destruction. Notwithstanding anything in this Lease to the contrary and only if this Section 19 applies, the Stipulated Loss Value you may be required to pay upon a Default shall equal the

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sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term, discounted to present value at the Discount Rate and (iii) any costs and expenses incurred as a result of the Default. As the Products financed hereunder are solely software or Services, you agree that (i) any language herein pertaining to our ownership of the Products and (ii) the following provisions of this Lease shall not apply: Section 5 (in so far as it purports to vest in us ownership of improvements or additions to Products); Section 10 (Return); Section 11 (Purchase Option; Automatic Renewal); Section 14 (in so far as it purports to provide us with a right to sell, lease, or otherwise dispose of the Products consisting of Licenses or Services that would violate the underlying License or Services agreement). You acknowledge that all remaining terms and conditions of this Lease shall apply. Unless an uncured Default exists, this Lease and our interest and rights in the Products shall terminate at the expiration of the Lease Term; provided, however, that such termination shall not affect your obligations accruing prior to the termination.



Attachment A

Company No: 73

Attached hereto and made a part hereof Lease No: 001 - 8821553-006 between DELL FINANCIAL SERVICES L.L.C. as Lessor and TOWN OF SURFSIDE as Lessee

| | | |
|---|--|-----------------------------------|
| Product Location 9293 Harding Ave SURFSIDE, FL 33154-3009 | General Product Description/Supplier/Quantity Quote #3000018324053.1 | |
| | Description OptiPlex 3050 SFF Dell 24 Monitor – E2417H Dell USB SoundBar AC511 | Quantity 56 56 56 |

All other terms and conditions of the Lease shall remain unchanged.



AUTOPAY AUTHORIZATION FORM

This is New Autopay Request Change to Existing Information Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice
 Yes, please continue to send a monthly invoice No, I do not require a monthly invoice

All fields are mandatory

SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: _____
 (Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

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Contact Name: _____ Phone: _____
 Email Address: _____
 (Note: In order to receive confirmation of autopay setup, please provide an email address)

SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)

Name on Bank Account: _____

Bank Routing Number*:

Bank Account Number*:

* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

SECTION 3: SIGNATURE (must be an authorized signer on bank account)

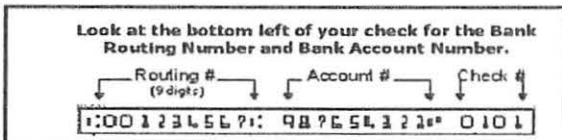
This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME _____ TITLE: _____
 SIGNATURE: _____ DATE: _____

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form along with your other Lease/Loan documents via fax or mail, as instructed by your DFS representative. **PLEASE DO NOT EMAIL THE COMPLETED FORM.** Otherwise, please return this completed form and copy of a voided check to our Autopay Department per the instructions below:

BY FAX (for faster activation)
 Dell Financial Services AutoPay
 Customer Service
 Fax# 512-283-1854

BY MAIL
 Dell Financial Services AutoPay
 OR P.O. Box 81577
 Austin, TX 78708-1577



Copy of a voided check must accompany this form

You should retain a copy of this form for your records.

Revision: 7/25/2013

PUBLIC EDUCATION, STATE AND LOCAL GOVERNMENT RIDER

This Rider supplements the provisions of Lease No. 001-8821553-006 ("Lease") between you and us as identified below. This Rider is an integral part of the Lease. Capitalized terms used in this Rider that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Rider, then this Rider will control and prevail.

1. **Funding Intent:** You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. **Nonappropriations of Funds:** If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 10 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. **Essential Use:** You represent that the use of the Products are essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products.

4. **Choice of Law:** Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

5. **Authority and Authorization:** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

Lessee: **TOWN OF SURFSIDE**
By: _____
Name and Title: Guillermo Omedillo
Date: November 15, 2017

Lessor: Dell Financial Services I I C.
By: _____
Name and Title: Kim Vodicka, Vice President
Date: _____

REVIEWED
By WALTER KUEHNER at 1:41 pm, Nov 09, 2017

CERTIFICATION

I _____, a resident of _____, in the State of _____, DO HEREBY
(Certifier) (City) (State)
CERTIFY that I am the _____ of the Lessee identified above, which is a educational, state or political
(Title)
subdivision or agency, duly organized and under the laws of the State of _____, that I have custody of the
(State)
records of the Lessee, and, as of the date set forth below, _____ is the _____
(Name of Above Signature) (Title of Above Signature)
of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Rider) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Lessee this _____ day of _____, 20____.
(Day) (Month)

-seal- Certifier's Signature: _____


Dell - Internal Use - Confidential
Dell - Internal Use - Confidential



MEMORANDUM

ITEM NO. 3H

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Resolution authorizing expenditure of Forfeiture Funds for Fiscal Year 2020-2021

Section 881(e)(3) of Title 21, United States Code and Florida Statute 932.7055, define the purpose and procedures for appropriation of funds from the Police Forfeiture Fund. Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives. Although the expenditures have been authorized in the budget, the Town Commission must also approve a specific resolution to utilize forfeiture funds to support crime prevention initiatives, community-based programs, and law enforcement training, operations and equipment for use by law enforcement personnel that supports law enforcement activities.

Police Forfeiture, State of Florida, Projected Restricted Fund Balance is: \$4,425.00

The Police Department conducts promotional activities, crime prevention programs, and distributes crime prevention material and miscellaneous supplies for children, residents and businesses throughout the year. Those initiatives and programs include, the Citizens Police Academy, school career days, Teen Summer Camp, Holiday Toy Drive, residential and commercial security surveys, victim awareness seminars, Bike with the Chief and Do the Right Thing of Miami youth program. Projected total cost is \$2,000.00

The total appropriated expenditure from the forfeiture fund is \$2000.00, approved in the adopted Fiscal Year 2020-2021 budget. The total projected expenditure will be derived from the State of Florida Police forfeiture fund.

Staff request a motion to approve a Resolution authorizing the expenditure of \$2,000.00 from the Police Forfeiture Fund to support crime prevention initiatives and materials, promotional activities, community-based programs and events.

Prepared by: Chief Julio Yero

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FISCAL YEAR 2020/2021 POLICE FORFEITURE FUND EXPENDITURES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Section 932.7055, Florida Statutes define the purpose and procedures for appropriation of funds from the Town of Surfside (“Town”) Police Forfeiture Fund; and

WHEREAS, forfeiture funds may be used for law enforcement purposes only, including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives (collectively, the “Forfeiture Initiatives”); and

WHEREAS, forfeiture funds assist the Town’s Police Department in conducting promotional activities and crime prevention programs, and distributing crime prevention material and miscellaneous supplies for children, residents and businesses throughout the year, including: the Citizens Police Academy; school career days; Teen Summer Camp; Holiday Toy Drive; residential and commercial security surveys; victim awareness seminars; Bike with the Chief and Do the Right Thing of Miami youth program; and

WHEREAS, the Town’s Chief of Police has determined that the appropriation and expenditure of forfeiture funds is necessary to support the Forfeiture Initiatives and in support of the expenditures has executed the Certification attached hereto as Attachment “A”; and

WHEREAS, the Town Commission wishes to approve the use and expenditure of \$2,000 of forfeiture funds from the State of Florida Police Forfeiture Fund to support the Forfeiture Initiatives as set forth in Attachment “A”; and

WHEREAS, forfeiture funds are available in the State of Florida Police Forfeiture Account within the Town’s Police Forfeiture Fund; and

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

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

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Police Forfeiture Fund Expenditures. Based on the Certificate of the Chief of Police set forth in Attachment “A” hereto, the Town Commission hereby approves the Police Forfeiture Fund expenditures for Fiscal Year 2020/2021 in the amount of \$2,000 to support Forfeiture Initiatives, as set forth in Attachment “A.”

Section 3. Authorization and Implementation. The Town Commission hereby authorizes the Town Manager and Chief of Police to execute any required documentation for the expenditures described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of November, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

ATTACHMENT "A"

CERTIFICATE OF CHIEF OF POLICE

I, **JULIO YERO, Chief of Police of the Town of Surfside**, do hereby certify the following expenditures for **\$2,000.00** from the State of Florida Forfeiture Account within the Town of Surfside Police Forfeiture Fund, for the 2020/2021 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and §932.7055, Fla. Stat.:

(1) \$2,000.00 for promotional activities; crime prevention initiatives, programs, and training; and distribution of crime prevention material and miscellaneous supplies for children, residents and businesses throughout the year. The training, programs, and materials include the Citizens Police Academy, school career days, Teen Summer Camp, Holiday Toy Drive, residential and commercial security surveys, victim awareness seminars, Bike with the Chief, and Do The Right Thing of Miami youth program,. The sum also includes the expense for the annual mandated federal audit.

Dated: _____

JULIO YERO
Chief of Police



MEMORANDUM

ITEM NO. 31

To: Honorable Mayor, Vice-Mayor, and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: November 12, 2020
Subject: Community Rating Systems (CRS) Program for Public Information (PPI)

The Town of Surfside has developed an outreach program over the past year to educate the community concerning matters pertaining to floodplain management and to highlight the importance of flood mitigation to the community. This outreach has included participation with Miami-Dade County and input from volunteers and community stakeholders. With the implementation of the 2017 CRS Coordinator's Manual, the Town of Surfside determined the importance of developing its own Program for Public Information.

The Committee for the Program for Public Information along with Town consultants CRS Max developed an action plan that will bring all pertinent flood hazard and flood insurance information to the public. This program seeks to inform both general audiences and target audiences alike with the goal of disseminating this information to the greatest number of people. This program also seeks to maximize the number of points that can be obtained for the Town's application to the Insurance Services Office (ISO) under the Community Rating Systems (CRS) evaluation grading scale for this activity.

The Program for Public Information (PPI) has no budget impact.

The Building Department is the repository of records required for the Town's Floodplain Management Program under the position of Building Official who serves as the Town's Certified Flood Manager therefore the staff impact is, at present, accounted for.

Staff recommends acceptance of the Program for Public Information (PPI) in support of the Town's application to the Insurance Services Office (ISO) for inclusion into the Community Rating System's (CRS) flood insurance discount program.

Reviewed by JG

Prepared by RP

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE PROGRAM FOR PUBLIC INFORMATION (PPI) RELATING TO THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is a coastal community within Miami-Dade County and participates in the National Flood Insurance Program (“NFIP”) Community Ratings System (“CRS”); and

WHEREAS, as part of its participation in the NFIP CRS, the Town is dedicated to mitigating the risk of flood-related damage in the Town; and

WHEREAS, the Town’s consultant, CRS Max, developed the Program for Public Information (“PPI”) attached hereto as Exhibit “A,” to raise awareness of pertinent flood hazard and flood insurance information with the Town’s residents and stakeholders; and

WHEREAS, by developing and adopting the PPI, the Town can maximize the number of points it scores under the NFIP CRS evaluation, which determines the Town resident’s flood insurance rates; and

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

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

Section 1. Recitals Adopted. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Adoption of PPI. That the PPI is approved and adopted in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization and Implementation. That the Town Manager is hereby authorized to take any and all action necessary to implement the purposes of the PPI and this Resolution.

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

PASSED AND ADOPTED this 12th day of November, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, 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, Florida Program for Public Information (PPI) September 2020

Background

The Town of Surfside has developed an outreach program over the past years to educate the community concerning matters pertaining to floodplain management and to highlight the importance of flood mitigation to the community. This outreach has included participation with Miami-Dade County and input from volunteers and community stakeholders. In 2014, the Town of Surfside determined the importance of developing its own Program for Public Information, which was adopted in March 2015. Subsequently, the Town's public information outreach has been strengthened by implementation of the PPI.

In accordance with CRS guidelines, the Town's PPI Committee has reviewed the original PPI Report and made appropriate revisions and updates. Furthermore, the Committee is expanding the report to include Flood Insurance Promotion, as outlined in Activity 370 of the *2017 CRS Coordinator's Manual*. This report is intended to fulfill both the PPI update and the Flood Insurance Promotion requirements.

CRS is a component of the NFIP, which provides reductions to flood insurance premiums for residents and businesses within participating communities. The reductions are based on community floodplain management programs, including public information activities. To keep those discounts, communities must continue to implement their programs and provide status reports to the NFIP each year. Over the past five years, the Town has prioritized the dissemination of flood-related information to its residents and businesses.

The Town of Surfside has emphasized not only the life and property protection components of floodplain management but also the natural and beneficial functions of floodplains and the maintenance of open space. Furthermore, it continues active compliance with the MS4 program (Municipal Separate Storm Sewer Systems). The MS4 program is part of the US Environmental Protection Agency's efforts to reduce pollution caused by untreated stormwater runoff.

The Town is pleased that its efforts to disseminate flood hazard information are not only beneficial to the Surfside community through mitigation of the hazardous effects of flooding, but are also beneficial in maximizing credit in the CRS program by conforming to the PPI standard outlined in the *2017 CRS Coordinator's Manual*.

PPI Committee

The Program for Public Information Committee is comprised of both key staff members from pertinent departments as well as community stakeholders representing pertinent professions and constituents in the Town. Due to social distancing guidelines, the meetings for the five-year update were held virtually, using Zoom technology. Participation was very strong at both meetings.

The PPI Committee members include three stakeholders and two Town staff members.

PPI Committee - Town of Surfside Stakeholders:

James Corpora, representing the **contractors** in the Town of Surfside. Mr. Corpora is a Certified General Contractor in JM Group, USA, Inc.

Ruben Coto, representing the **insurance** profession in the Town of Surfside. Mr. Coto is President of R. Coto and Associates, Inc. He is also Vice President of Surfside Business Association.

Eli Tourgeman, representing the **business** professions in the Town of Surfside. Mr. Tourgeman is President of Surfside Business Association, and Vice Chairman of the Surfside Tourist Board.

PPI Committee - Town of Surfside Staff:

Ross Prieto, representing **floodplain management, planning and building**. Mr. Prieto serves as both the Town's Building Official and the CRS Coordinator.

Marisol Vargas, representing **public information**. In addition to working with Town staff to publicize pertinent information, Ms. Vargas also coordinates outreach with the Town's contracted Public Information Officer.

CRS Max Consultants, Inc. served as facilitator in both the development of the original PPI Report and this five-year update.

Assessment of Public Information Needs

The Committee's first meeting was held on August 10, 2020. PPI Committee Chair, Ross Prieto, opened the meeting by thanking the members for their participation in this important effort and affirming the value of the Community Rating System to the Town of Surfside. The Committee reviewed the original PPI Report and made revisions and updates, as deemed appropriate. Perhaps the cornerstone of the Town's outreach has been its monthly newsletter, *Surfside Gazette*, which is distributed to all addresses in the community.

The Committee agreed that some messages are and should continue to be disseminated to the entire community. An assessment of flood insurance coverage will be highlighted later in this PPI. The Committee confirms the need for increased advisement of the flood hazard throughout the community. However, it was understood that the whole community does not fit the CRS definition of a target area.

Target Areas:

The Committee reviewed the areas that were previously determined to be target areas in the original PPI report and in subsequent annual evaluations. The following target areas were determined to be most appropriate:

1. Target audience #1: Business Area: The targeting of the businesses strip that runs along the Town's major corridors was determined to be an appropriate target area.
2. Target audience #2: Residents and businesses within the Repetitive Loss Areas: Any area that has been subject to repetitive losses from flooding, as defined by the NFIP, needs to be especially targeted for public information. A special outreach project, entailing an advisement to the property owners in these areas in the Town will be undertaken at least on an annual basis. The information specified in the *2017 CRS Coordinator's Manual* will be included.
3. Target audience #3: Biscaya Island Residents and Condominium Association: The Biscaya Island Condo Association and other residences on Biscaya Island are located in an area that is unique in its stormwater drainage system. Accordingly, this area needs to be addressed separately from the rest of the Town.
4. Target audience #4: Residential Waterfront Properties: The very fact that a property is located adjacent to a body of water can cause added risk of flooding. This was determined to be an appropriate target audience.

Target Audiences:

The Committee recognized one additional target audience, other than those characterized by target areas, that needs flood hazard and flood protection information.

5. Target audience #5: Condominium associations: Because condominium associations typically concern themselves with matters vital to their respective communities, this was determined to be an appropriate target audience.

Research has shown that a message that is propagated through a variety of sources tends to be taken more seriously than a message that is only propagated through a single source, i.e., the Town. Stakeholder and business leader Eli Tourgeman is well positioned to disseminate information to all the businesses in the Town and has done so consistently and effectively over the past years. Not only is he President of the Surfside Business Association, but he is also Vice Chairman of the Surfside Tourist Board. As such, he has the emails to all the businesses and can effectively get the word out about matters pertaining to flooding. Insurance stakeholder Ruben Coto is also in a position to disseminate information, especially as it pertains to flood insurance.

Other Public Information Efforts

The Committee reviewed some of the public information efforts that are conducted not only by the Town but also by other agencies. Committee members identified some of the organizations and their respective projects; these are listed in Table 1.

| Table 1. Other Public Information Efforts | | | |
|--|--|---|-----------------------|
| Organization | Project | Subject Matter | Frequency |
| Town of Surfside | <i>Surfside Gazette</i> | Public interest | Monthly |
| Town of Surfside | Website | Various | Year-round as needed |
| Town of Surfside | Email blasts | Various subjects as deemed appropriate | As needed |
| Town of Surfside | Press Releases | Various | As deemed appropriate |
| Town of Surfside | Utilities Bills | Bills and miscellaneous inserts | Monthly |
| Town Building Department | Map inquiry service | Flood hazard areas, insurance 101, flood protection | Year-round |
| Town Public Works Department | MS4 Projects, Swale and Canal Maintenance, Illegal Dumping Signage | Take care of your storm drain Protect water quality, no illegal dumping | Year round |
| Town of Surfside | Cable TV Channel 77 | Public interest | Year-round |
| Town of Surfside Parks and Recreation | Family Fun Day | Public interest | Annually |
| Channel 4 TV (CBS) | Hurricane Preparedness Guide | Hurricane and flood preparedness | Annually in May |
| Channel 7 TV (FOX) | Hurricane Preparedness Guide | Hurricane and flood preparedness | Annually in May |
| Miami-Dade County | Website, miscellaneous regional projects | Hurricane and flood preparedness and response | Year-round |
| Regional network TV and radio stations | FloodSmart commercials | Be prepared Get flood Insurance | Year-round |
| South Florida Water Management District | Website | Flood protection programs | Year-round |
| South Florida Water Management District | Brochures | Stormwater and drainage information | Year-round |
| Insurance agencies | Handouts on flood insurance | Flood insurance | As needed |
| Surfside Business Association | Email blasts and other miscellaneous projects | Business interest | As needed |

Among the additional outreach projects the Town has used are the following:

- Brochures printed by the Town, including *Flood Insurance Information*
- Brochures printed by other agencies and stakeholders
- Letters and enclosures to Repetitive Loss Area addresses

Messages and Outcomes

After assessing the Community’s flooding information needs, the PPI Committee identified the following as the topics and priority messages for the 2020 Program for Public Information. Each message has a desired, measurable, outcome, as shown in Table 2.

| Table 2: Topics, Messages and Desired Outcomes | | |
|---|--|--|
| Topic | Message | Outcome |
| 1. Know your flood hazard | To find out if your property is located in a flood zone, please call (305) 861-4863, Ext. 231. | More calls requesting flood map determinations |
| 2. Insure your property for flood hazard | 2a. If you don’t have flood insurance for your property and its contents, contact your insurance agent. 2b. Don’t wait until the next flood is coming to buy flood insurance as there is usually a 30-day waiting period before a flood insurance policy takes effect. | Increase in the number of flood insurance policies in the community |
| 3. Protect people from the hazard | 3a. Do not drive through a flooded area! 3b. Do not walk through flowing water! | Fewer water rescues and police citations for ignoring barricades |
| 4. Protect your property from the hazard | Town Staff will offer advice and visit properties upon request to review its flood problem and explain ways to stop or prevent flood damage. Please contact the Town’s Building Department at (305) 861-4863, Ext. 231. | Reduced property loss due to flooding |
| 5. Build responsibly | The Town offers the following services to residents: consultation on the Substantial Damage/Improvement 50% rule, site specific elevations for mechanical equipment, elevation certificates, general information and brochures. Please contact the Town’s Building Department at (305) 861-4863, Ext. 231. | Reduced number of building department citations |
| 6. Protect natural floodplain functions | Sea oats and other beach plants help stabilize our sand dunes. Enjoy them, but don’t pick them – it’s illegal. | Improved water quality as reported in NPDES; maintenance or increase in Open Space acreage in floodplain |

| | | |
|---------------------------------------|---|--|
| 7. PPI: Stormdrain maintenance | A serious risk to the safety of residents is the blockage of catch basins by debris which prevents proper drainage. As a resident you can help. | Reduced street flooding events caused by clogged stormdrains |
| 8. PPI: Sea level rise | It is important that residents and business owners be aware of the impacts of sea level rise on insurance, property values, property protection, and what each one of us as individuals can really do. One source of information can be found at www.cleoinstitute.org . | Enhanced planning that accounts for sea level rise |
| 9. PPI: Storm surge | Storm surge may flood the entire Town. Be prepared to evacuate. | Increased evacuation in storm events |
| 10. PPI: Hurricane preparedness | Look at the Flood and Hurricane Preparedness link on the Town's website at www.TownofSurfsidefl.gov for more important information that all residents should know. | Reduced property loss from hurricanes |

Other Public Information Initiatives

The Committee proposed the following recommendations for other public information initiatives.

- **Activity 340 (Hazard Disclosure):** The PPI Committee recommends advising real estate agents of the state's hazard disclosure requirement for coastal communities.
- **Activity 350 (Flood Protection Information):** The PPI Committee recommends the Town enhance its website to cover all of the 10 messages chosen by the Committee. FEMA publications and locally pertinent documents are cataloged at the Miami-Dade County Public Library.
- **Activity 360 (Flood Protection Assistance):** The PPI Committee recommends the Town should continue to offer these services to the community and should advertise the services, including site visits, in the flood hazard brochure at least annually and on the Town website.
- **Activity 540 (Drainage System Maintenance):** The "No dumping" regulations should be advertised in the newsletter and on social media, at least annually. It should also be advertised on the Town website, and in the Town flood hazard brochure.

Projects and Initiatives

The PPI Committee identified 19 projects and initiatives that could be implemented in the current and subsequent years. Implementation for future audiences will be determined based on cost and availability of resources. These are organized by target audience and message in Table 5.

Flood Response Preparations

In addition to projects that are implemented every year, the PPI Committee recommends projects that could be implemented immediately before, during and after a flood or hurricane event.

These projects are ready for reproduction and dissemination after a flood or hurricane warning. These projects are briefly described in this PPI in Table 5.

Implementation, Monitoring and Evaluation

The various entities listed in Table 5 will work to implement the projects included in the PPI. The CRS Coordinator will monitor the projects as they are developed, as well as their results. He/She will record inputs from the PPI Committee members and suggestions from other Town employees and stakeholders participating in the activities. That input will be sent by e-mail to the committee members for consideration and evaluation.

The PPI Committee will meet at least once each year to review the implementation of these projects and initiatives. At that time, the status of the projects will be explained and progress toward the outcomes will be discussed. The Committee will recommend to the appropriate Town offices and the stakeholders who implement projects whether the projects should be changed or discontinued. The evaluation will be recorded in an annual report and submitted to the Town Commission. The outcomes and revisions will be submitted as part of the Town's annual recertification package to the Community Rating System. A review and evaluation of the Flood Insurance Promotion component of the PPI will be included in this document.

Flood Insurance Promotion

In addition to serving as the City's Program for Public Information Committee, the members chose to function also as its Flood Insurance Promotion Committee. The committee was structured with this purpose in mind; all CRS committee membership requirements are met.

The second meeting of the PPI Committee was held on August 14, 2020. Flood Insurance Promotion was the focus of this meeting.

Flood Insurance Coverage Assessment:

Tables 3 and 4 provided helpful information to assess the city's flood insurance coverage.

Table 3: Flood Insurance Coverage by Flood Zone

Insurance Zone

As of 07/02/2020

| | | | |
|-------------------|-------------------|---------------|---------|
| Community: | SURFSIDE, TOWN OF | State: | FLORIDA |
| County: | MIAMI-DADE COUNTY | CID: | 120659 |

| Overview | Occupancy | Zone | Pre/Post FIRM | | | |
|-------------------|-------------------|--------------------|----------------------|------------------------------|--------------------------|--------------------|
| | Policies in Force | Premium | Insurance in Force | Number of Closed Paid Losses | \$ of Closed Paid Losses | Adjustment Expense |
| A01-30 & AE Zones | 1,019 | \$1,925,785 | \$272,082,300 | 115 | \$886,913.43 | \$63,119.38 |
| A Zones | 0 | \$0 | \$0 | 5 | \$5,437.00 | \$1,050.00 |
| AO Zones | 0 | \$0 | \$0 | 0 | \$0.00 | \$0.00 |
| AH Zones | 0 | \$0 | \$0 | 1 | \$6,700.00 | \$900.00 |
| AR Zones | 0 | \$0 | \$0 | 0 | \$0.00 | \$0.00 |
| A99 Zones | 0 | \$0 | \$0 | 0 | \$0.00 | \$0.00 |
| V01-30 & VE Zones | 0 | \$0 | \$0 | 0 | \$0.00 | \$0.00 |
| V Zones | 0 | \$0 | \$0 | 0 | \$0.00 | \$0.00 |
| D Zones | 0 | \$0 | \$0 | 0 | \$0.00 | \$0.00 |
| B, C & X Zone | | | | | | |
| Standard | 1,699 | \$350,392 | \$375,439,400 | 18 | \$199,684.09 | \$11,951.17 |
| Preferred | 15 | \$10,377 | \$5,915,000 | 1 | \$41,895.09 | \$7,000.00 |
| Total | 2,733 | \$2,286,554 | \$653,436,700 | 140 | \$1,140,629.61 | \$84,020.55 |

Table 4: Flood Insurance Coverage by Occupancy

Insurance Occupancy

As of 07/02/2020

| | |
|------------------------------|----------------|
| Community: SURFSIDE, TOWN OF | State: FLORIDA |
| County: MIAMI-DADE COUNTY | CID: 120659 |

| Overview | Occupancy | Zone | Pre/Post FIRM | | | |
|-----------------------|--------------------------|--------------------|---------------------------|-------------------------------------|---------------------------------|---------------------------|
| | Policies in Force | Premium | Insurance in Force | Number of Closed Paid Losses | \$ of Closed Paid Losses | Adjustment Expense |
| Single Family | 625 | \$1,515,732 | \$174,713,100 | 106 | \$450,968.09 | \$46,990.00 |
| 2-4 Family | 10 | \$10,435 | \$2,342,500 | 1 | \$6,700.00 | \$900.00 |
| All Other Residential | 2,058 | \$422,478 | \$457,926,300 | 18 | \$173,869.63 | \$11,696.17 |
| Non Residential | 40 | \$337,909 | \$18,454,800 | 16 | \$514,036.09 | \$25,009.38 |
| Total | 2,733 | \$2,286,554 | \$653,436,700 | 141 | \$1,145,573.81 | \$84,595.55 |

| | Policies in Force | Premium | Insurance in Force | Number of Closed Paid Losses | \$ of Closed Paid Losses | Adjustment Expense |
|--------------|--------------------------|--------------------|---------------------------|-------------------------------------|---------------------------------|---------------------------|
| Condo | 2,059 | \$416,501 | \$456,124,300 | 16 | \$171,757.32 | \$11,221.17 |
| Non Condo | 674 | \$1,870,053 | \$197,312,400 | 125 | \$973,816.49 | \$73,374.38 |
| Total | 2,733 | \$2,286,554 | \$653,436,700 | 141 | \$1,145,573.81 | \$84,595.55 |

Based upon the data shown above and the knowledge of the committee members, following are some of the assessments made:

- Because the Town of Surfside is a narrow strip of land surrounded on both sides by water, it is especially vulnerable to flooding and needy of flood insurance.
- As a community, there is relatively strong flood insurance coverage. The town has 2,492 condominium units and 2,059 condominium policies in forces.
- The coverage of single-family residences is not as strong as that of condominiums. While there are 1,266 single family residences, there are only 625 policies in force.
- There is room for improvement in flood insurance coverage, however, in both condominium and single-family residences, considering each property often has both a policy for its building and one for its contents.
- Though the AE Zone in the City is much larger than the X Zone, there are more Standard X Zone policies (1,699) than there are AE Zone policies (1,019). There are only 15 Preferred Risk Policies.
- The fact that many condominiums are located within the X Zone helps account for the large number of Standard X policies.
- The Town has two repetitive loss properties.
- There are relatively few businesses that carry flood insurance policies. One reason for this is that the businesses are typically located within the X Zone.

Narrative Summary

Based upon this analysis, it is encouraging to note that the number of flood insurance policies is relatively strong in the Surfside community. There is, however, need for improved coverage. Accordingly, the committee suggested that one key message that should be prioritized in its outreach is the importance of flood insurance. This message can hopefully serve to increase flood insurance coverage throughout the community. Improvements should include all of the items below:

- Increasing the number of buildings insured
- Increasing the number of properties with contents coverage
- Increasing the number of rental properties with contents coverage.

Coverage Improvement Plan:

Because the Town has elected to incorporate its coverage improvement plan together with its PPI, most of the required elements for the plan have already been covered in the previous pages of this report.

Identification of Target Areas and Target Audiences

The committee elected to follow the recommendations of the PPI to guide the target areas for flood insurance promotion. In like manner, the committee chose the same target areas and audiences. These target groups are listed below:

- Target audience #1: Business Area – It was noted that policies for businesses is low and thus needs to be improved.
- Target audience #2: Residents and businesses within Repetitive Loss Areas – Considering the added risk, these properties typically need flood insurance.
- Target audience #3: Biscaya Island Residents and Condominium Association
- Target audience #4: Residential Waterfront Properties – It was noted that there are a fewer percentage of residential properties that currently carry flood insurance.
- Target audience #5: Condominium associations

In addition to the activities already identified in the previous sections of this PPI document, there are other activities already being implemented to promote flood insurance. Insurance agents typically do promote the purchase of flood insurance. There are typically informative brochures in local offices, and there are incentives to provide flood insurance. Additionally, this community receives FloodSmart commercials on television.

Projects Designed to Increase Flood Insurance Participation

Though the PPI includes all the projects specified in the coverage improvement plan, the following projects can be highlighted

1. Letter from Mayor and/or Commission: One key component of the coverage improvement plan is the letter from the Mayor and/or Commission to all properties in the

City encouraging residents and businesses to consider purchase of flood insurance. This activity will be implemented annually.

2. Outreach to property owners in Target Areas: The committee determined that perhaps the ones who need the message of flood insurance promotion most are the ones most vulnerable to flooding. These will be recipients of several outreach projects.
3. Flood Insurance Promotion Card: The City has developed a card encouraging flood insurance that is available to all in the Town Hall lobby and other locations.
4. Advisements on Town's TV Channel #663: The Town can take advantage of this media to highlight the importance of flood insurance.

Technical Assistance

The Town is committed to providing technical assistance pertaining to advising people who have questions about flood insurance. This service will be advertised to the entire community in the community's Flood Hazard Brochure.

Adoption

This document will become effective when it is adopted by the Town Commission, which is anticipated on .

Table 5. PPI Projects and Initiatives

| Outreach Projects (OP) | | | | | | | Stakeholder |
|------------------------|----------------------------|-----------------------------|--------------------------|---|-----------------|--|-------------------|
| OP Number | Target Audience | Message(s) (See Table 2) | Outcome (See Table 2) | Outreach Project | Assignment | Schedule | |
| OP#1 | All properties in the City | 1 - 10 | 1 - 10 | Gazette – Town's monthly newsletter | CRS Coordinator | Monthly; special flood hazard issue in May | |
| OP#2 | N/A | 2 | 2 | Flood Insurance Promotion Card | CRS Coordinator | Available in Town Hall lobby and two other locations | |
| OP#3 | N/A | 1-4,7,9, 10 | 1-4,7,9, 10 | Miami-Dade 2014 Hurricane Guide | N/A | Year-round | Miami-Dade County |
| OP#4 | N/A | 1 - 10 | 1 - 10 | Family Fun Day Booth | CRS Coordinator | April | |
| OP#5 | N/A | 1 - 10 | 1 - 10 | Block Party Booth | CRS Coordinator | Several months a year | |
| OP#6 | All email recipients | 1 - 10 | 1 - 10 | Weekly update email | CRS Coordinator | Weekly | |
| OP#7 | N/A | 4, 7 | 4, 7 | Wrap on Town garbage truck | CRS Coordinator | Year-round | |
| OP#8 | N/A | 4, 7 | 4, 7 | Wrap on Town grapple truck | CRS Coordinator | Year-round | |
| OP#9 | N/A | 1 - 10 | 1 - 10 | Government TV Channel 663 | CRS Coordinator | Year-round | |
| OP#10 | All email recipients | 1 - 10 | 1 - 10 | Gazette – Town's monthly newsletter emailed | CRS Coordinator | Monthly; special flood hazard issue in May | |

| OP Number | Target Audience | Message(s) (See Table 2) | Outcome (See Table 2) | Outreach Project | Assignment | Schedule | Stakeholder |
|-----------|-------------------------------------|--------------------------|-----------------------|---|-------------------------------|------------|--------------------|
| OP#11 | N/A | 3, 4, 10 | 3, 4, 10 | YouTube video for hurricane preparedness | Police Department | June | |
| OP#12 | All email recipients | 4, 10 | 4, 10 | Sandless sandbag giveaway | CRS Coordinator | May | |
| OP#13 | N/A | 6, 8 | 6, 8 | Sea level rise information flyer | CRS Coordinator | Year-round | |
| OP#14 | Repetitive Loss Areas | 1, 2, 4 | 1, 2, 4 | Repetitive Loss - Letters | CRS Coordinator | February | |
| OP#15 | Repetitive Loss Areas | 1 – 10 | 1 – 10 | Repetitive Loss - Fliers | CRS Coordinator | March | |
| OP#16 | Condo Associations | 1 – 10 | 1 – 10 | Condos - Letters | CRS Coordinator | May | |
| OP#17 | Biscaya Island Residents and Condos | 1 – 10 | 1 – 10 | Biscaya Island Residents and Condos - Letters | CRS Coordinator | May | |
| OP#18 | Business Community | 1 – 10 | 1 – 10 | Email blast to all businesses | Surfside Business Association | May | Business community |
| OP#19 | Residential Waterfront Properties | 1 – 10 | 1 – 10 | Residential Waterfront Properties - Letters | CRS Coordinator | May | |

| FRP Number | Target Audience | Message(s) (See Table 3) | Outcome (See Table 3) | Project | Assignment | Schedule | Stakeholder |
|------------|-----------------|-----------------------------|--------------------------|----------------------|-----------------------|------------------|-------------|
| FRP#1 | N/A | 3 | 3 | Facebook PSAs | Police Department PIO | Before the storm | N/A |
| FRP #2 | N/A | 3, 4 | 3, 4 | Twitter PSAs | Police Department PIO | Before the storm | N/A |
| FRP #3 | N/A | 2, 3, 4, 10 | 2, 3, 4, 10 | Email PSAs | Police Department PIO | Before the storm | N/A |
| FRP #4 | N/A | 2, 3, 10 | 2, 3, 10 | Brochure handouts | Police Department PIO | Before the storm | N/A |
| FRP #5 | N/A | 3, 4 | 3, 4 | TV/ Radio PSAs | Police Department PIO | Before the storm | N/A |
| FRP #6 | N/A | 3, 4 | 3, 4 | Reverse 911 messages | Police Department PIO | Before the storm | N/A |
| FRP #7 | N/A | 3, 4, 7, 10 | 3, 4, 7, 10 | Newspaper PSAs | Police Department PIO | Before the storm | N/A |
| FRP#8 | N/A | 1, 3, 4, 7 | 1, 3, 4, 7 | EOC communications | Police Department PIO | Before the storm | N/A |
| FRP#9 | N/A | 3 | 3 | Facebook PSAs | Police Department PIO | During the storm | N/A |
| FRP#10 | N/A | 3 | 3 | Twitter PSAs | Police Department PIO | During the storm | N/A |
| FRP#11 | N/A | 3 | 3 | Email PSAs | Police Department PIO | During the storm | N/A |
| FRP#12 | N/A | 3 | 3 | Brochure handouts | Police Department PIO | During the storm | N/A |

| FRP Number | Target Audience | Message(s) (See Table 3) | Outcome (See Table 3) | Project | Assignment | Schedule | Stakeholder |
|------------|-----------------|-----------------------------|--------------------------|----------------------|-----------------------|------------------|-------------|
| FRP#13 | N/A | 3 | 3 | TV/ Radio PSAs | Police Department PIO | During the storm | N/A |
| FRP#14 | N/A | 3 | 3 | Reverse 911 messages | Police Department PIO | During the storm | N/A |
| FRP#15 | N/A | | | Newspaper PSAs | Police Department PIO | During the storm | N/A |
| FRP#16 | N/A | | | EOC communications | Police Department PIO | During the storm | N/A |
| FRP#17 | N/A | 2, 3, 4, 5, 7 | 2, 3, 4, 5, 7 | Facebook PSAs | Police Department PIO | After the storm | N/A |
| FRP#18 | N/A | | | Twitter PSAs | Police Department PIO | After the storm | N/A |
| FRP#19 | N/A | 2, 3, 4, 5, 7 | 2, 3, 4, 5, 7 | Email PSAs | Police Department PIO | After the storm | N/A |
| FRP#20 | N/A | | | Brochure handouts | Police Department PIO | After the storm | N/A |
| FRP#21 | N/A | 10 | 10 | TV/ Radio PSAs | Police Department PIO | After the storm | N/A |
| FRP#23 | N/A | | | Newspaper PSAs | Police Department PIO | After the storm | N/A |
| FRP#24 | N/A | 1 – 5, 7 | 1 – 5, 7 | EOC communications | Police Department PIO | After the storm | N/A |

Agenda Deadline Dates

| MONTH | Deadline - Items To | | Agenda Deadline - All | | Agenda | |
|----------------|---------------------|--------------------|-----------------------|--------------|------------|--------------------|
| | Town Attorney | Completed Items To | Town Clerk | Distribution | Date | Commission Meeting |
| January 2021 | 12/18/2020 | 1/1/2021 | 1/1/2021 | 1/6/2021 | 1/14/2021 | 1/14/2021 |
| February 2021 | 1/15/2021 | 1/29/2021 | 1/29/2021 | 2/3/2021 | 2/9/2021 | 2/9/2021 |
| March 2021 | 2/12/2021 | 2/26/2021 | 2/26/2021 | 3/3/2021 | 3/9/2021 | 3/9/2021 |
| April 2021 | 3/19/2021 | 4/2/2021 | 4/2/2021 | 4/7/2021 | 4/13/2021 | 4/13/2021 |
| May 2021 | 4/16/2021 | 4/30/2021 | 4/30/2021 | 5/5/2021 | 5/11/2021 | 5/11/2021 |
| June 2021 | 5/14/2021 | 5/28/2021 | 5/28/2021 | 6/2/2021 | 6/8/2021 | 6/8/2021 |
| July 2021 | 6/18/2021 | 7/2/2021 | 7/2/2021 | 7/7/2021 | 7/13/2021 | 7/13/2021 |
| August 2021 | 7/16/2021 | 7/30/2021 | 7/30/2021 | 8/4/2021 | 8/10/2021 | 8/10/2021 |
| September 2021 | 8/20/2021 | 9/3/2021 | 9/3/2021 | 9/8/2021 | 9/14/2021 | 9/14/2021 |
| October 2021 | 9/17/2021 | 10/1/2021 | 10/1/2021 | 10/6/2021 | 10/12/2021 | 10/12/2021 |
| November 2021 | 10/15/2021 | 10/29/2021 | 10/29/2021 | 11/3/2021 | 11/9/2021 | 11/9/2021 |
| December 2021 | 11/19/2021 | 12/3/2021 | 12/3/2021 | 12/8/2021 | 12/14/2021 | 12/14/2021 |
| January 2022 | 12/17/2021 | 1/31/2022 | 1/31/2022 | 1/4/2022 | 1/11/2022 | 1/11/2022 |



MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor, and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: General Planning Services Contract Authorization

The Town of Surfside issued RFQ 2020-05 for General Planning Services on June 15, 2020 pursuant to Town Ordinance Section 3-7.

Bids were opened July 30, 2020 with six firms responding to the RFQ. The Evaluation Committee meeting via Zoom on August 20, 2020 and viewed presentations by the three finalist firms. Marlin Engineering was selected to provide the Town's general planning services based on the provided criteria and the Town's needs.

On October 13, 2020, the Commission approved entering into contract negotiations with Marlin Engineering for General Planning Services. Staff and Marlin Engineering meet to discuss the scope and the fee structure. The monthly fee for services for general planning services is \$14,012.00 per month or \$168,144.00 per year. Calvin Giordano, the current planning firm, costs \$15,686.21 per month or \$188,234.52 per year. This represents a savings of \$20,090.52 per year. As with the current planning services contract, additional services would be on an hourly basis.

Town Administration is requesting authorization to contract with Marlin Engineering for General Planning Services.

Reviewed by JG

Prepared by RP

**Town of Surfside, FL.
Proposal for General Planning Services
By Marlin Engineering, Inc.**

Services to be Provided

1. Manage Town-wide planning and urban design program consistent with the Town's goals and initiatives. Ensure high-quality resident and customer service, professional standards and quality controls.
2. Make recommendations regarding zoning changes that promote the Town's development goals.
3. Interpret the Zoning Code and issue official interpretations.
4. Provide direction and guidance on all current planning projects/studies.
5. Prepare all staff reports for the Planning and Zoning Board, Town Commission, Design Review, County Historic Preservation and related boards/committees.
6. Review occupational licenses, and oversee permitting of commercial, offices, apartments, condominiums, and single family residential, and accompanying auxiliary structures and uses for compliance with the Town's Comprehensive Plan and Land Development Regulations. *
7. Perform cursory reviews of applications for the public prior to submittal for Planning and Zoning.
8. Perform code updates and amendments as requested by the Planning and Zoning Board and/or Town Commission. **
9. Implement policy and procedures to improve the department's efficiency.
10. Coordinate, develop and interpret the Town's Comprehensive Plan and Land Use/Development Regulations. *
11. Coordinate current planning activities, including plan review of development projects. **
12. Provide direction regarding zoning interpretations and procedures.
13. Review and disseminate information pertaining to legislation adopted by the Town Commission affecting the Town's Land Use Regulations.

14. Perform planning studies, including preparation of project outlines, selection of data sources, designing reports on capital improvements, zoning changes, historic preservation issues, and business district project planning. **
15. Assist in creating maps, reports, statistical compilations and other materials necessary to the planning process.
16. Attend Staff meetings, Town Commission meetings, Development Review meetings, Planning and Zoning Board meetings and other related meetings as requested. ++
17. Acts as liaison between Town, South Florida Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies who may interact with Surfside for the various programs within the Planning Department.
18. Manage any consultants hired to implement or assist with any job functions within this description.
19. Meet with residents, developers, architects, landowners, and the general public as needed. ++
20. Prepare departmental budget.
21. Performs other duties as assigned or directed by the Town Manager and/or the Town Commission.

* - Routine projects included in General Services fee. Zoning in progress considerations, new and or major projects to be handled as additional services – Cost estimate to be submitted for approval prior to initiation.

** - Additional Services – Cost estimate to be submitted for approval prior to initiation.

++ - Meeting attendance (either virtual or in-person) for Planning & Zoning Board, monthly staff meetings and Town Commission meetings are included in the General Planning Service fee.

Marlin Engineering General Planning Services Fee Estimate

| Task | | Proposed Hrs Per Month | Rate | Monthly Total |
|---------------------------|-----------------------------|---------------------------|-----------|------------------|
| Project Management | Ramon Soria, PE | | | |
| | Walter Keller, PE AICP. | 6 | \$ 188.00 | \$ 1,128.00 |
| | Lisa Maack, AICP. | | \$ 144.00 | \$ - |
| General Planning Services | Walter Keller, PE AICP. | 32 | \$ 188.00 | \$ 6,016.00 |
| | Lisa Maack, AICP. | 8 | \$ 144.00 | \$ 1,152.00 |
| | Christina Fermin, AICP-LEED | 24 | \$ 122.00 | \$ 2,928.00 |
| | Moshiur Rahman, PhD. | 12 | \$ 122.00 | \$ 1,464.00 |
| | Harold Pantaleon | 4 | \$ 110.00 | \$ 440.00 |
| | Tara-Lee Thompson | 4 | \$ 111.00 | \$ 444.00 |
| | David Kupsick | 4 | \$ 110.00 | \$ 440.00 |
| | | 94 | | \$ 14,012.00 |

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH MARLIN ENGINEERING, INC. FOR GENERAL PLANNING SERVICES FOR THE BUILDING, AND ZONING DEPARTMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is seeking a consultant to provide general planning services for the Building and Zoning Department (the “Department”); and

WHEREAS, on June 15, 2020, the Town issued Request for Qualifications No. 2020-05 (the “RFQ”) requesting proposals from firms that could provide general planning services for the Department (the “Services”); and

WHEREAS, in response to the RFQ, Marlin Engineering, Inc. (the “Consultant”) submitted a proposal to the RFQ; and

WHEREAS, on October 13, 2020, the Town adopted Resolution No. 2020-2730 authorizing the Town Manager to negotiate an agreement with the Consultant; and

WHEREAS, the Town Manager has negotiated an agreement attached hereto as Exhibit “A” (“Agreement”) with the Consultant for the Services and the Town Commission desires to approve the Agreement; and

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

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

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement with the Consultant in substantially the form attached hereto as Exhibit “A” is approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager is authorized to take any and all necessary action to implement the purposes of the Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of November, 2020.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
MARLIN ENGINEERING, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the “Town”), and **MARLIN ENGINEERING, INC.** (“Consultant”), a Florida for-profit corporation.

WHEREAS, on June 15, 2020, the Town issued Request for Qualifications No. 2020-05 (the “RFQ”) for general planning services (the “Services,” as further defined below), which RFQ is incorporated herein and made a part hereof by reference; and

WHEREAS, in response to the RFQ, the Consultant submitted a response to qualify to provide the Services to the Town, which proposal is attached hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, on August 20, 2020, an Evaluation Committee appointed by the Town Manager short listed firms and ranked the Consultant as the most qualified firm for the Services; and;

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2730 selecting Consultant to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with Consultant; and

WHEREAS, the Consultant will perform the Services as further described in the Scope of Services attached hereto as Exhibit “B” and the RFQ (the “Services”); and

WHEREAS, the Consultant and the Town, through mutual negotiation, have agreed upon a fee schedule as set forth in Exhibit “C” (the “Fee Schedule”) for the Services; and

WHEREAS, the Consultant and the Town have further agreed upon a fee and rate schedule for additional services provided by the Consultant, as set forth in Exhibit “D” attached hereto (the “Additional Services Fee Schedule”); and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1. Under the general supervision of the Town Manager, Consultant shall perform the Services in accordance with the Proposal attached hereto as Exhibit “A,” and the Scope of

Services attached hereto as Exhibit "B", both of which are incorporated herein by reference.

- 1.2. The general planning functions and services listed in the Scope of Services are not to be construed as a complete statement of all duties to be performed; the Consultant may be required to perform other job-related duties or services as required ("Additional Services"). The Consultant shall only provide Additional Services with the prior written approval by the Town Manager.
- 1.3. Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").
- 1.4. Consultant shall provide a minimum of ninety-four (94) hours of work per month, which shall include but not be limited to the functions and services listed in the Proposal and Scope of Services, attached hereto as Exhibits "A" and "B", respectively.
- 1.5. Principal Planner and Key Personnel. Consultant shall ensure that the Chief Planner providing the Services is Walter Keller, PE AICP, and other individuals identified in the attached Fee Schedule in Exhibit "B" ("Key Personnel"). Consultant shall not withdraw or replace Key Personnel performing the Services for the Town without the prior written approval by the Town, in the Town's sole and absolute discretion. The Town and Consultant agree and acknowledge that the Key Personnel presented in the Consultant's Proposal are a material part of and inducement for the Town's selection of the Proposal and entering into this Agreement with Consultant.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant, and further subject to CPI adjustment for the fees for each renewal period. Fees/Rates shall be increased each renewal year after the initial three (3) year term on the anniversary date of this Agreement by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Fees/Rates shall not be decreased.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in this Agreement and in the manner provided in this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Fee Schedule attached hereto as Exhibit "C," in an amount not to exceed \$14,012.00 per month or \$168.144 per year.

3.2. Compensation for Additional Services, and previously approved and/or directed in writing by the Town Manager, shall be compensated in accordance with the Additional Services Fee Schedule attached hereto as Exhibit "D."

3.3. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a contractor under similar circumstances in similar localities ("Standard of Care"). If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner consistent with the Standard of Care.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.**

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues against the Town.

8. **Termination.**

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Consultant.

9.1.1. Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability

coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability 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, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Consultant shall be responsible for assuring that the insurance required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance, the Town is to be included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance affording additional insured status shall contain a severability of interest provision providing that, except with respect to the

total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Waiver of Subrogation. The Consultant's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.

9.5. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2. The provisions of this section shall survive termination of this Agreement.

12.3. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

16.3. Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect

to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1. 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.

20.2. Consultant shall perform and complete the Services in compliance with the Florida Building Code, the Town of Surfside Charter and Code, Miami-Dade County Code of Ordinances, and all other applicable codes and standards governing the Services and the work.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Conflicts.

26.1. This document, without exhibits or attachments, is the "Base Agreement." In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

26.2. In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

26.2.1. First Priority: Exhibit "A," the Scope of Services;

26.2.2. Second Priority: the RFQ;

26.2.3. Third Priority: "Exhibit "C," the Fee Schedule;

26.2.4. Fourth Priority: "Exhibit "D," the Additional Services Fee Schedule; and

26.2.5. Fifth Priority: "Exhibit "B," the Proposal.

27. Boycotts. The Consultant represents that it 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE:

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Weiss Serota Helfman Cole & Bieran, P.L.
Town Attorney

Addresses for Notice:
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONSULTANT:

By: 

Name: Ramon Soria

Title: President

Entity: Marlin Engineering, Inc.

Date Executed: 10/28/20

Addresses for Notice:

Marlin Engineering, Inc.

1700 NW 66 Ave

Suite 106

Plantation, FL 33313

_____ (telephone)

_____ (facsimile)

_____ (email)

With a copy to:

_____ (telephone)

_____ (facsimile)

_____ (email)

EXHIBIT "A"
CONSULTANT'S PROPOSAL

JULY 30 2020



REQUEST FOR QUALIFICATIONS

GENERAL PLANNING SERVICES

RFQ NO. 2020-05





A

M

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**COVER
PAGE**



GENERAL PLANNING SERVICES

RFQ NO. 2020-05

MARLIN ENGINEERING, INC.

6840 NW 77th Court
Miami, FL 33166
www.marlinengineering.com

WALTER KELLER, PE, AICP

Project Manager - Point of Contact
305.477.7575
wkeller@marlinengineering.com

SUBMITTED

July 30, 2020

MARLIN



B

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LETTER OF
INTENT

July 30, 2020

Town of Surfside Town Hall
Susan McCready, MMC, Town Clerk
9293 Harding Avenue
Surfside, FL 33154

Re: RFQ #2020-05 - General Planning Services

Dear Ms. McCready:

MARLIN Engineering, Inc. (MARLIN) is excited to submit our response to this Request for Qualifications. MARLIN is a full-service consulting firm with a highly qualified and passionate team of experts who provide professional planning, traffic, and design services. We have assembled an in-house project team that is enthusiastic about offering planning services to the Town.

For the past 29 years, MARLIN has completed high-quality, similar projects on-time and within budget in many municipalities throughout Florida. We have created partnerships and fostered long-lasting relationships with towns, cities, counties, and state agencies by providing professional assistance, personalized customer service, high-quality deliverables, and innovative solutions.

Our team believes that adhering to the Town's Comprehensive Plan and Land Development Code is critical to the success of the community. MARLIN brings to the table a strong foundation of visioning expertise and conceptual design. Our team has the coastal experience, the desire, and the dedication to exceed the needs of the Town of Surfside, and we are very excited about the opportunity to respond to this RFQ.

WHY MARLIN?

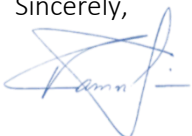
We have extensive experience working in Miami-Dade County. MARLIN is currently working on projects in the Cities of Miami Beach and South Miami, the Towns of Miami Lakes and Cutler Bay, Miami-Dade County, and FDOT District 6. We are a local, multidisciplinary organization specializing in providing planning, traffic engineering, engineering design, surveying, and construction services.

We are passionate about our work. We deliver solutions, both minor and major in scope, especially when it comes to providing the planning services at the local municipal level. We have a clear understanding of what is required to deliver a realistic and successful project that meets the needs and vision of the community.

We are 100% committed to assigning the necessary hours, expertise, and attentiveness to ensure all goals and objectives are met through the provision of these services.

Walter Keller, PE, AICP, will be MARLIN's project manager for this contract. Mr. Keller has been responsible for providing planning services to several coastal jurisdictions for more than 32 years. He can be reached at 954.257.9690 or via email at wkeller@marlinengineering.com. We hope our response leaves you sharing our belief the interests of the Town of Surfside and those you serve will be best fulfilled by the MARLIN project team.

Sincerely,



Ramon Soria, PE
President & CEO of MARLIN Engineering, Inc.



D

**RESPONDENT
CHECKLIST**



**Form 1
RESPONSE CHECKLIST**

- Form 1: Response Checklist**
- Form 2: Proposal Information Form**
- Form 3: Certificate of Authority (Complete Form 3A or 3B as applicable)**
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- Form 4 Company Qualifications' Questionnaire**
- Form 5 Key Personnel**
- Form 6 Client References**
- Form 7: Dispute Disclosure**
- Form 8: Acknowledgment of Addenda**
- Form 9: Single Execution Affidavit**



FIRM'S
QUALIFICATIONS



EXPERIENCE OF THE FIRM

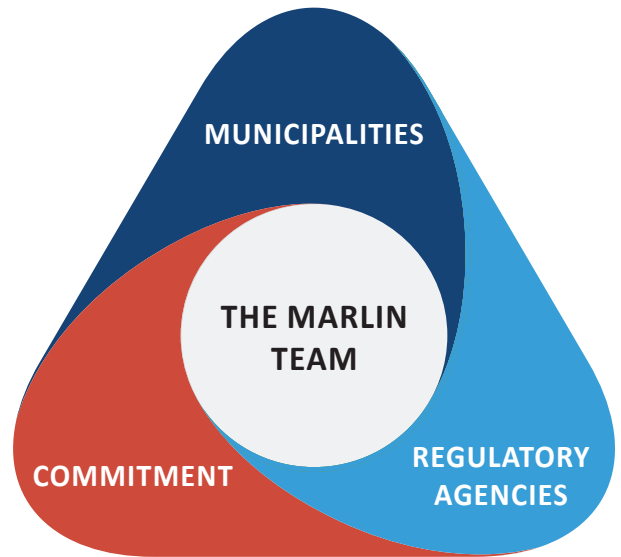
Our team has the experience and professional knowledge to accomplish the categories identified in the Scope of Services.

MARLIN prides itself in providing **high-quality services that result in projects being completed on time and within budget.** We have a proven record of success on similar contracts. We have worked in most of the municipalities throughout South Florida and have collaborated with our clients in their quest to provide a **safe and beautiful place to live and improve the quality of life of the community.** We understand the keys to success for this contract by providing deliverables that are innovative, consistent with the goals of the community and at the same time are delivered within budget. We have experience working with regulatory agencies and compliance with all agency laws and regulations.

EXPERIENCE WITH MUNICIPALITIES

MARLIN has served multiple municipalities and understands the keys to success for these types of contracts. We have experience working with local, state, and federal regulatory agencies and are experts in permitting and compliance with all agency laws and regulations. As prime consultant, MARLIN has held more than **50 General Engineering and Planning Consultant services contracts**

and has performed flawlessly. We have created a partnership and fostered a long-lasting relationship with our clients. The list below features our public client list for whom we have performed similar services to those requested in the City’s RFQ:



| | | |
|--|---|---|
| <ul style="list-style-type: none"> City of Aventura City of Deerfield Beach City of Fort Lauderdale City of Hollywood CRA City of Parkland Broward Metropolitan MPO City of Coral Gables City of Delray Beach City of Deltona City of Doral City of Miami | <ul style="list-style-type: none"> City of Miami Beach City of North Miami Beach City of South Miami Town of Cutler Bay Town of Miami Lakes Village of Palmetto Bay Village of Pinecrest Miami-Dade County Miami-Dade College Miami International Airport Miami Shores Village | <ul style="list-style-type: none"> Miami-Dade TPO City of Oakland Park City of Palm Beach Gardens City of Port St. Lucie Indian River County Lake Worth Drainage District Florida Department of Transportation (FDOT) All Districts Florida Turnpike Enterprise |
|--|---|---|

EXPERIENCE WITH REGULATORY AGENCIES

We understand that the agency review process in South Florida is often complex with a number of overlapping jurisdictions and agencies. We have the technical knowledge and ability to advocate to FDOT, SFWMD, FDEP, the Army Corps of Engineers and all other permitting agencies on behalf of the **Town of Surfside**. We have worked extensively with these agencies and understand the ultimate review and permitting process for this type of project.

FORM 4

Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

- a. Professional Licenses/Certifications (include name and license #)* Issuance Date

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: _____

- b. Dept. of Business Professional Regulation Category (DBPR):

i. Date Licensed by DBPR: _____

ii. License Number: _____

- c. Date registered to conduct business in the State of Florida: _____

i. Date filed: _____

ii. Document Number: _____

- d. Primary Office Location: _____

e. What is your primary business? _____
(This answer should be specific)

f. Name and Licenses of any prior companies

| Name of Company | License Name & No. | Issuance Date |
|-----------------|--------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

| Name | Title | % of ownership |
|-------|-------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

b. Is any owner identified above an owner in another company? Yes

No If yes, identify the name of the owner, other company names, and %
ownership

- c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

| Name | Title | Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other) |
|-------|-------|---|
| <hr/> | | |
| <hr/> | | |
| <hr/> | | |

4. Employee Information

a. Total No. of Employees: _____

b. Total No. of Managerial/Admin. Employees: _____

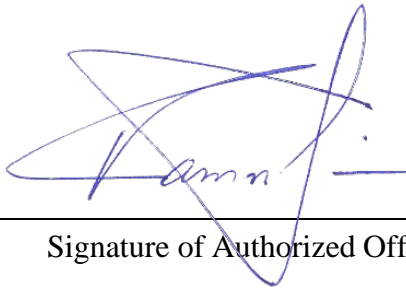
5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

6. Insurance Information:

- a. Insurance Carrier name & address:

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

A handwritten signature in blue ink, appearing to be "Damon", written over a horizontal line.

By: _____

Signature of Authorized Officer

Date

Printed Name

**FORM 6
CLIENT REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: City of Miami Beach - General Planning Consultant

Reference Contact Name:

Lynda Westin

Contact Title:

Transportation Manager

Contact Department:

Transportation Department

Contact Telephone:

305.673.700 ext. 6693

Contact Email:

lyndawestin@miamibeachfl.gov

Public Entity Size/Number of Residents/Square Mileage: 87,380 / 7.63 square miles

Contract Start Date: 2018 **Contract End Date:** Ongoing

Is the Contract still Active? Yes

Scope of Work (be as detailed as possible) MARLIN serves as General Engineering Consultant to the City of Miami Beach providing professional planning and engineering services.

Featured Projects

Chase Avenue/34th Street Shared Use Path. MARLIN completed a feasibility analysis for Chase Avenue/W 34th Street shared-use path in the City of Miami Beach, adjacent to the Miami Beach Golf Course. Improvements to local non-motorized transportation infrastructure connectivity on Chase Avenue were required to develop a safe and accessible multi-user citywide bicycle and pedestrian network. This link is an essential piece of a continuous system of pedestrian and bicycle facilities around the City of Miami Beach Golf Club that will promote active use of City green spaces, and healthy lifestyles and social interaction between neighbors.

Design concepts included recommendations for decorative features at key locations to protect cyclists and pedestrians from errant golf balls. In addition to the protective elements, MARLIN

proposed two new “people places” utilizing decorative pavement treatments and public art to create spaces that the community and residents could enjoy at the intersections of Alton Road and Chase Avenue, and Chase Avenue and W 34th Street.

17th Street Transit & Protected Bike Lanes Study. MARLIN conducted a feasibility study for 17th Street Exclusive Transit and Protected Buffered Bicycle Lanes in Miami Beach, consistent with the City’s Transportation Master Plan (TMP) adopted by resolution on April 13, 2016.

The 17th Street Exclusive Transit and Protected Buffered Bicycle Lanes feasibility study identified and assessed existing transportation conditions and recommend multi-modal transportation improvements to provide exclusive transit and protected or buffered bicycle lanes. The primary study area ran along 17th Street from Bay Drive to Beach Walk. Within this corridor MARLIN investigated the impacts of extending the Venetian Causeway Bike lanes through the entire corridor and analyze a potential Exclusive Transit lane consistent with the City Transportation Master Plan. Conditions in a secondary study area 2-3 blocks from the primary study were also studied.

Trolley Passenger Survey. MARLIN conducted a bilingual survey of Miami Beach trolley passengers and the general public for the purpose of providing continued efficient services for the community.

The survey focused on: understanding passenger point of view (demographics, residents, tourists, other), what mode was used prior to trolley service and obtaining a better understanding of the modes of connectivity, transit dependency, comfort and convenience of service and trip origins and destinations as well as the use of the City’s trolley tracker App.

REFERENCE #2

Public Entity Name: City of South Miami – General Engineering Consultant

Reference Contact Name:

Aurelio Carmenates

Contact Title:

Project Manager

Contact Department:

Public Works and Engineering

Contact Telephone:

305.403.2072

Contact Email:

acarmenates@southmiamifl.gov

Public Entity Size/Number of Residents/Square Mileage: 11,657 / 2.30 square miles

Contract Start Date: 2016 **Contract End Date:** Ongoing

Is the Contract still Active? Yes

Scope of Work (be as detailed as possible) MARLIN is providing Professional Planning and Engineering services to the City of South Miami. Services include: roadway design; civil engineering; transportation planning, environmental engineering; traffic engineering; surveying, community outreach and construction administration and inspections.

Featured Projects

Southwest 72nd Street “No Truck Zone” and “Parking Elimination Studies.” This project will consist of preparing a “No Truck Zone” and “Parking Elimination” Studies of SW 72nd Street from SW 57th Avenue (Red Road) to SR 5 (US 1). MARLIN will utilize a mixture of traffic counts; parking occupancy counts and inventories of the area to establish current truck usage and parking characteristics on SW 72nd Street within the study limits. MARLIN will review the City, County and State highway regulations relative to prohibiting “trucks” on designated roadways. MARLIN will document the findings of the studies in a written report and assist the City Attorney relative to the ordinance(s) to effect the proposed changes. MARLIN will also be available to attend up to two public meetings relative to this effort.

West and South Pinecrest Villas Area Wide Traffic Calming Master Plan and Design. Prepared an area-wide traffic calming master plan. The study reflected traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Analyzed traffic patterns based on Miami-Dade County Traffic Flow Modification guidelines and

standard procedures. Existing traffic conditions at critical locations and roadway segments were addressed by proposing appropriate countermeasures. MARLIN also met with residents to provide them with an opportunity to identify the existing traffic issues within the study area and to provide direction for the study's focus. Tasks included: field review and inventory, traffic data collection, determination of critical locations, traffic calming analysis, preparation of a recommendations, County approval and permitting. Following the master plan, MARLIN prepared the design of final construction plans and technical specifications, including obtaining necessary permits from MDPWD as well as provided post design services including preparation of bid documents and construction inspection services.

Citywide Green Sharrows. The City wants to provide the community with sustainable, safe and effective alternatives to personal motorized vehicles. To improve mobility and encourage safer driver's behaviors, the City tasked MARLIN to develop a design and prepare construction documents for the installation of Citywide Neighborhood Greenway and Sharrows as identified in the South Miami Intermodal Transportation Plan.

SW 64 Street Bicycle Lanes. Design services for the installation of bicycle lanes with separation from the travel lanes in each direction along SW 64th Street from SW 62nd Avenue to SW 57th Avenue (Segment 1) and Installation of shoulders (designated bicycle lane) adjacent to the main travel lanes in each direction along SW 64th Street from SW 69th Avenue to SW 57th Avenue (Segment 2). MARLIN is providing Project Management, Roadway and Drainage Design, Utility Coordination, Permitting and Construction Administration and Inspection services.

REFERENCE #3

Public Entity Name: [Town of Miami Lakes – General Engineering Consultant](#)

Reference Contact Name:

[Carlos Acosta](#)

Contact Title:

[Director of Public Works](#)

Contact Department:

[Public Works](#)

Contact Telephone:

[305.512.7129](#)

Contact Email:

acostac@miamilakes-fl.gov

Public Entity Size/Number of Residents/Square Mileage: [29,361 / 5.63 square miles](#)

Contract Start Date: [2012](#)

Contract End Date: [Ongoing](#)

Is the Contract still Active? [Yes](#)

Scope of Work (be as detailed as possible) [MARLIN serves as General Engineering Consultant to the Town of Miami Lakes providing civil and traffic engineering as well as survey services for a variety of projects including roadway reconstruction and improvements, drainage improvements and utility coordination.](#)

Featured Projects

Fairway Drive Pedestrian Study and Design. [This project will consist of preparing a pedestrian study of Fairway Drive from Miami Lakes Drive to 2,000 feet west of Miami Lakeway North. MARLIN will utilize a mixture of traffic counts, pedestrian videos, accident analysis and a qualitative assessment to identify pedestrian crossings of Fairway Drive. Traffic engineers shall perform field reviews during the study PM peak hour to make a qualitative assessment. Such factors as vehicular conflicts, pedestrian conflicts, or any other operational characteristics critical to the pedestrian movements will be noted. Two conceptual pedestrian improvements will be developed to improve the safety of pedestrian crossings of Fairway Drive.](#)

NW 82nd Avenue and Oak Lane. [Redesign of NW 82nd Avenue and Oak Lane based on safety study recommendations. Included roadway median design, adding pavement marking and signage, and restoring and reconfiguring existing crosswalks to comply with ADA requirements. MARLIN is responsible for design, survey, utility coordination and construction administration.](#)

Bicycle and Pedestrian Improvements. Sidewalk and crosswalk improvements along each side of the existing typical section of four selected corridors in the Town of Miami Lakes. The sidewalk improvements will be in accordance with ADA requirements. Since this is a LAP approved project, MARLIN will coordinate with FDOT on the development of the NEPA documentation required for this project.

Traffic Operation and Mobility Study. Traffic engineering services for the assessment of traffic operations and development of conceptual recommendations for safety/traffic calming improvements, as well as a feasibility study for the relocation of a community guard gate.

Miscellaneous Streetscape Improvement. As part of the Town's Beautification Master Plan, MARLIN provided design services for streetscape improvements consisting of the installation of paver treatments at various locations, including gateways and specific intersections (unsignalized and signalized), as well as the application of pavement markings. Our team prepared the construction documents which included three design typical design alternatives and provided interagency coordination.

West Lakes Drainage Improvements. MARLIN provided design services for this drainage improvements project which consisted of the replacement of existing catch basins, the addition of manholes, new pipes and French Drains. Milling and resurfacing of roadway as well as replacement of existing signing and pavement markings were also part of this project.

LICENSES & CERTIFICATIONS



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MARLIN ENGINEERING INC.

1700 NW 66TH AVE.,
STE. 106
PLANTATION FL 33313

LICENSE NUMBER: CA6104

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

000036

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

**EXPIRES
SEPTEMBER 30, 2020**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

2524529

| | |
|--|---|
| <p>BUSINESS NAME/LOCATION MARLIN ENGINEERING INC 6840 NW 77TH CT MIAMI FL 33166</p> | <p>RECEIPT NO. RENEWAL 2649235</p> |
|--|---|

| | | |
|--|---|---|
| <p>OWNER MARLIN ENGINEERING INC C/O RAMON SORIA</p> | <p>SEC. TYPE OF BUSINESS 212 P.A./CORP/PARTNERSHIP/FIRM CA6104</p> | <p>PAYMENT RECEIVED BY TAX COLLECTOR \$82.50 12/30/2019 CREDITCARD-20-022739</p> |
|--|---|---|

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

000140

Local Business Tax Receipt


Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

**EXPIRES
SEPTEMBER 30, 2020**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

2524537

| | |
|--|---|
| <p>BUSINESS NAME/LOCATION SORIA RAMON PE 6840 NW 77TH CT MIAMI FL 33166</p> | <p>RECEIPT NO. RENEWAL 2649243</p> |
|--|---|



| | | |
|---|--|--|
| <p>OWNER SORIA RAMON PE C/O MARLIN ENGINEERING INC</p> | <p>SEC. TYPE OF BUSINESS 212 PROFESSIONAL PE41218</p> | <p>PAYMENT RECEIVED BY TAX COLLECTOR \$110.00 01/13/2020 CREDITCARD-20-025859</p> |
|---|--|--|

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

6/17/2020

Pre-Qualification Certificate - Returning Vendor Self-Service Portal



**Miami-Dade County
Internal Services Department
Architecture/Engineering (A/E)
Pre-Qualification Certificate**

This certificate is hereby
issued to:

MARLIN ENGINEERING INC
6840 NW 77th Court, Miami, FL 33166

Approval Date: 06/17/2020

Expiration Date: 07/31/2021

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certification of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: <http://www.miamidade.gov/internalservices/prequalification-certification.asp>
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County

7/5/2019

Technical Certificate - Returning Vendor Self-Service Portal



**Miami-Dade County
Internal Services Department
Statement of Technical Certification Categories**

Firm: MARLIN ENGINEERING INC
15600 SW 288th Street, 208, Miami, FL 33033

| Code | Category Description | Approval Date | Expiration Date |
|-------|---|---------------|-----------------|
| 1.01 | TRANSPORTATION PLANNING - URBAN AREA AND REGIONAL TRANSPORTATION PLANNING | 07/03/2019 | 07/31/2021 |
| 1.02 | TRANSPORTATION PLANNING - MASS AND RAPID TRANSIT PLANNING | 07/03/2019 | 07/31/2021 |
| 2.01 | MASS TRANSIT SYSTEMS - MASS TRANSIT PROGRAM (SYSTEMS) MANAGEMENT | 07/03/2019 | 07/31/2021 |
| 2.02 | MASS TRANSIT SYSTEMS - MASS TRANSIT FEASIBILITY & TECHNICAL STUDIES | 07/03/2019 | 07/31/2021 |
| 3.01 | HIGHWAY SYSTEMS - SITE DEVELOPMENT AND PARKING LOT DESIGN | 07/03/2019 | 07/31/2021 |
| 3.02 | HIGHWAY SYSTEMS - MAJOR HIGHWAY DESIGN | 07/03/2019 | 07/31/2021 |
| 3.02B | HIGHWAY SYSTEMS - MINOR HIGHWAY DESIGN | 07/03/2019 | 07/31/2021 |
| 3.03 | HIGHWAY SYSTEMS - BRIDGE DESIGN | 07/03/2019 | 07/31/2021 |
| 3.04 | HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES | 07/03/2019 | 07/31/2021 |
| 3.05 | HIGHWAY SYSTEMS - TRAFFIC COUNTS | 07/03/2019 | 07/31/2021 |
| 3.06 | HIGHWAY SYSTEMS - TRAFFIC CALMING | 07/03/2019 | 07/31/2021 |
| 3.07 | HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING | 07/03/2019 | 07/31/2021 |
| 3.08 | HIGHWAY SYSTEMS - INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS, DESIGN, AND IMPLEMENTATION | 07/03/2019 | 07/31/2021 |
| 3.09 | HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION | 07/03/2019 | 07/31/2021 |
| 3.10 | HIGHWAY SYSTEMS - LIGHTING | 07/03/2019 | 07/31/2021 |
| 3.11 | HIGHWAY SYSTEMS - SIGNALIZATION | 07/03/2019 | 07/31/2021 |
| 3.12 | HIGHWAY SYSTEMS - UNDERWATER ENGINEERING INSPECTION | 07/03/2019 | 07/31/2021 |
| 6.01 | WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS | 07/03/2019 | 07/31/2021 |

https://www.miamidade.gov/Vendor/TechnicalCertification/TC_PrintCertificate

1/2

7/5/2019

Technical Certificate - Returning Vendor Self-Service Portal

| Code | Category Description | Approval Date | Expiration Date |
|-------|---|---------------|-----------------|
| 6.02 | WATER AND SANITARY SEWER SYSTEMS - WATER AND SANITARY SEWAGE PUMPING FACILITIES | 07/03/2019 | 07/31/2021 |
| 10.01 | ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES | 07/03/2019 | 07/31/2021 |
| 10.03 | ENVIRONMENTAL ENGINEERING - BIOLOGY SERVICES | 07/03/2019 | 07/31/2021 |
| 15.01 | SURVEYING AND MAPPING - LAND SURVEYING | 07/03/2019 | 07/31/2021 |
| 15.03 | SURVEYING AND MAPPING - UNDERGROUND UTILITY LOCATION | 07/03/2019 | 07/31/2021 |
| 16.00 | GENERAL CIVIL ENGINEERING | 07/03/2019 | 07/31/2021 |
| 17.00 | ENGINEERING CONSTRUCTION MANAGEMENT | 07/03/2019 | 07/31/2021 |
| 21.00 | LAND-USE PLANNING | 07/03/2019 | 07/31/2021 |

Approved By
 Technical Certification Committee
 Miami-Dade County



PERSONNEL
QUALIFICATIONS

FORM 5
Proposer's Team & Key Personnel
Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

| Name | Job Title | Company | Years of Experience | Years with Proposer | Licenses & Certifications |
|------------------------------|---|--------------------|----------------------------|----------------------------|--|
| Ramon Soria, PE | President and Principal-in-Charge | MARLIN Engineering | 36 | 29 | FL PE No: 41218 (89) |
| Walter Keller, PE, AICP | Chief Planner and Project Manager | MARLIN Engineering | 49 | 1 | FL PE No: 20703 (76) AICP No: 035953 (81) |
| Lisa Maack, AICP | Strategic Planner and Asst. Project Manager | MARLIN Engineering | 18 | 2 | AICP No: 022262 (08) |
| Christina Fermin, AICP, LEED | Strategic Planner | MARLIN Engineering | 8 | 2 | AICP No: 030532 (18) |
| Myra Patino, PE, PMP | Senior Traffic Engineer | MARLIN Engineering | 25 | 1 | FL PE No: 56804 (01) PMP (08) |
| Roxana Matamoros, PE | Senior Civil Engineer | MARLIN Engineering | 20 | 12 | FL PE No: 77979 (14) |
| Moshiur Rahman, PhD | Project Engineer-GIS | MARLIN Engineering | 8 | 1 | |
| Harold Pantaleon | Senior Engineering Tech GIS and FAA Drone Pilot | MARLIN Engineering | 11 | 5 | |
| Tara-Lee Thompson | Graphic Designer | MARLIN Engineering | 4 | 4 | |
| David Kupsick | Senior CAD Designer - Autocad | MARLIN Engineering | 30 | 1 | |
| | | | | | |
| | | | | | |

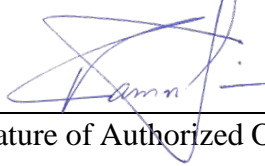
2. In the space below, explain the Proposer’s ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

MARLIN Engineering has approximately 90 employees and sufficient staff are available to meet any unanticipated staff absences. For example, Lisa Maack, AICP has sufficient qualifications and experience to substitute as project manager. Other planners, engineers, and technical staff of MARLIN Engineering are also available to provide support, if needed.

3. In the chart below, provide the requested information for each Key Personnel or Staff member’s engagement commitments that will exist concurrently with the Town’s Services.

| Name | Area of Responsibility | Commitment Hours | Client | Period of Engagement |
|------------------------------|------------------------------------|-------------------------|----------------------|-----------------------------|
| Walter Keller, PE, AICP | Project Manager | 28 hours/month | Multiple Clients | Ongoing |
| Lisa Maack, AICP | City Planning Services | 68 hours/month | FDOT & Other Clients | Ongoing |
| Christina Fermin, AICP, LEED | City Planning Services | 68 hours/month | PSL & Other Clients | Ongoing |
| Myra Patino, PE, PMP | Traffic and Transportation Support | 120 hours/month | Multiple Clients | Ongoing |
| Roxana Matamoros, PE | Civil Engineering Support | 120 hours/month | FDOT & Other Clients | Ongoing |
| Moshuir Rahman, PhD | Data Analytics & GIS | 68 hours/month | Multiple Clients | Ongoing |
| Harold Pantaleon | Data Analytics & GIS | 70 hours/month | Multiple Clients | Ongoing |
| Tara-Lee Thompson | Graphic Designer | 70 hours/month | Multiple Clients | Ongoing |
| David Kupsick | CAD – AutoCAD | 68 hours/month | Multiple Clients | Ongoing |

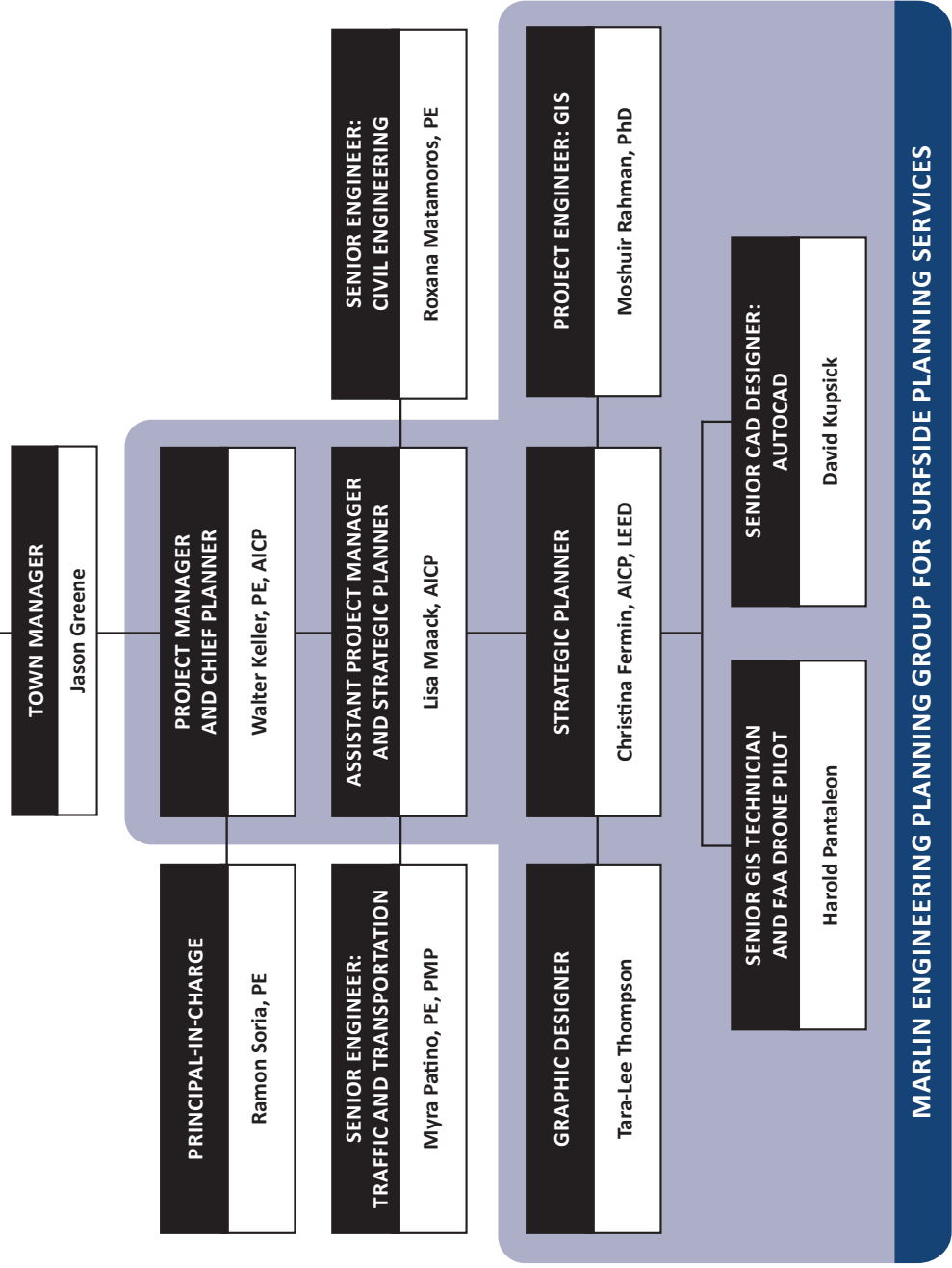
By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:  _____
Signature of Authorized Officer

Print Name

Date: _____

ORGANIZATIONAL CHART



| RELATIVE INVOLVEMENT OF PERSONNEL | | |
|-----------------------------------|------------------------------|-----------------|
| TASK | TEAM MEMBER | HOURS PER MONTH |
| Project Management | Walter Keller, PE, AICP | 4 |
| | Ramon Soria, PE | - |
| | Lisa Maack, AICP | - |
| | Myra Patino, PE, PMP | - |
| | Roxana Matamoros, PE | - |
| Traffic and Transportation | Walter Keller, PE, AICP | 4 |
| | Lisa Maack, AICP | 8 |
| | Christina Fermin, AICP, LEED | 20 |
| | Moshuir Rahman, PhD | 8 |
| | Harold Pantaleon, | 8 |
| Civil Engineering | Tara-Lee Thompson | 8 |
| | David Kupsick | 20 |

MARLIN ENGINEERING PLANNING GROUP FOR SURFSIDE PLANNING SERVICES



WALTER H. KELLER, PE, AICP

Project Manager
Chief Planner

Walter Keller has a 40+ year professional background in Municipal and Urban Planning, Land Use Planning, Development Review, Civil Engineering and Expert Witness Services. He has been responsible for major comprehensive and transportation plans, socioeconomic forecasts and operational studies, site and construction plans for land development and roadway projects, impact fee studies and governmental review services. Walter is a Registered Professional Florida Engineer and a Certified Planner.

YEARS OF EXPERIENCE

Total: 40+
With MARLIN: 1

EXPERTISE

Municipal and Urban Area Planning
Site Plan and Future Land Use
Development Review - Impact Fees

EDUCATION

BS Engineering,
Major: Ocean Engineering
Florida Atlantic University, 1971

REGISTRATION

Florida PE No. 20703, 1976

CERTIFICATIONS

American Institute of Certified
Planners, 1981

PROFESSIONAL ASSOCIATIONS

Institute of Transportation Engineers,
Fellow and Life Member

American Institute of Certified Planners
American Planning Association, Member

EXPERIENCE

Growth Management Reviews | FDOT Dist. 6 / Principal in Charge/Project Manager: Comprehensive Plan Amendment and DRI reviews for Miami-Dade and Monroe Counties. Special projects: Key West LOS Analysis, Travel Time Studies and LOS Update Miami-Dade. (1991-1999) Reference: Phil Steinmiller, in-house Consultant (305)-470-5208

Planning Services | Town of Hillsboro Beach | Principal in Charge/Project Manager: - Town Consultant Planner providing review of all project applications relative to the Land Development Code and the Comprehensive Plan. Prepared the 1989, 2003 and 2018 Comprehensive Plan and 1993 and 2012 Zoning Code and the CRS-NFIP Program. (1989-2012 and 2015-2020) Reference: Robert Kellogg, Town Mgr. (561)-588-8889

Planning Services | City of Lighthouse Point | Principal in Charge/Project Manager: Responsible for development review services for site plan, zoning, traffic impact, land use plan and zoning review services for all permits, zoning inspections, zoning certificate of occupancy sign-off, PZB, zoning ordinances and special planning studies. (1996-2002) Reference: John Lavinsky, City Administrator (954)-943-6500

Comp Plan & EAR Based Amendments | City of Pompano Beach | Principal in Charge/Project Manager: Major Plan amendments from annexations increased the City size by 25% and Future Land Use; Transportation; Housing; Coastal Zone; and, Conservation Elements. (2009 -2010) Reference: Chris Clemens (954)-786-4048

Redevelopment and Revitalization Plan | Town of Lauderdale by the Sea | Principal in Charge/Project Manager: Prepared the first Redevelopment and Revitalization Plan with concept plans for 4 new target areas. Plan incorporated a 10-year capital improvement program targeting streetscape, drainage and beautification projects. (2001) Reference: Jim Cherof, Esq. (561)-742-6050

Fairway Drive Pedestrian Study and Improvements | Miami Lakes | Project Manager: This study involved vehicle classification studies, video observations, accident analysis and in-field observations. Potential locations and conceptual crossing layouts were presented to the Town with cost estimates. (2020 - Ongoing) Reference: Carlos Acosta, MBA, PE, PMP (305) 364-6100 Ext 1129

SW 72nd Street Parking and Truck Study | South Miami | Project Manager: Study investigated removing on-street parking and prohibiting truck movements on SW 72nd Street to implement a "Complete Street". A technical report was prepared with recommendations on parking removal and prohibiting through truck movements. (2019-2020) Reference: Aurelio Carmenates, PE, (305) 403-2063

Zoning Overlays | Town of Lauderdale by the Sea | Principal in Charge/Project Manager: Responsible for preparing the Marina Village and RM-25 Overlay Districts. The districts allowed the Town Commission to approve quality residential projects with reductions in pervious area, front and side setbacks through the site plan review process. The overlay districts encourage multi-lot development and established procedures for review and approval (2003) Reference: Jim Cherof, Esq. (561)-742-6050

Broward County Land Use Plan - Broward County Planning Council | Principal in Charge/Project Manager: Served as the prime consultant for the 1989 Broward County Land Use Plan. Responsibilities: existing Land Use and Natural Resources; analysis of Regional Services, land needed for the future population; the Future Land Use Map and LOS for Regional Services. Prepared Vol. 2 - Technical Support Document for the County Land Use Plan. Reference: Barbara Blake Boy (954)-357-6695

RAMON SORIA, PE

Principal-in-Charge
President & CEO

Ramon Soria is the President of MARLIN. His corporate responsibilities include the management, overall production, and administrative services for the firm. Ramon also coordinates the firm's efforts in providing professional services to all areas of expertise and assuring strong client relationships. With more than 36 years of experience, Ramon has experience in the areas of Management, Planning, Design, and Implementation of Transportation Systems, Traffic and Transportation Engineering, Highway Design, Project Development and Environmental Studies, Multi-Modal Studies, Water and Sewer, Land Development, Construction Management and Expert Witness Testimony. His track record of success is also recognized with awards for "Engineer of the Year" and "Lifetime Achievement".

EXPERIENCE

Total: 36
With MARLIN: 29

EXPERTISE

Project Management
Engineering Design
Traffic Engineering
Transportation Planning

EDUCATION

BS Civil Engineering
University of Miami, Florida
1984

REGISTRATION

Florida PE No.41218, 1989

AFFILIATIONS

American Society of Civil Engineers
Greater Miami Chamber of Commerce

EXPERIENCE

Transit/Multi-Modal Transportation | State of Florida: Managed numerous projects studying the use of different modes of transportation including feasibility studies, data collection, data analysis, modeling, alternative analysis, corridor analysis, and environmental impact analysis.

Downtown Redevelopment Study | Palmetto Bay | Principal in Charge: This project received the 2015 Florida Planning and Zoning Board "Outstanding Planning Award." A proposed project consisting of 6,000 new residential and 400,000 SF retail/ office land uses, to be built in three development phases occurring in 2025, 2035 and 2045. Ramon oversaw the study, which documented the traffic and transportation needs of the proposed plan. This study included analyzing and documenting the results of existing and phased future transportation impacts, including how trips could be internalized between complementary land uses. Recommendations included new local streets to support a grid network, signal network, and intersection cycle lengths were optimized for future total traffic conditions along with some geometric improvements and a series of improvements to promote the use of public transportation as well as promoting bicycling and walking. The study also included road closures, traffic circles, and traffic counts. (2013/2014 - Ongoing)

Traffic Planning and Engineering Services | Coral Gables | Project Manager: Managed the design and implementation of over 70 traffic calming devices. He also conducted over 40 Public Community Meetings to bring consensus among all the stakeholders, as well as coordinated with local and state agencies. (2009)

Young Circle Roadway Design | Hollywood CRA | Principal in Charge: Reconstruction of Young Circle, including Traffic Analysis and Conceptual/Final Design. Tasks include traffic analysis for the redesign of the 1000-foot diameter Young Circle in Downtown Hollywood, Florida, including data collection, SimTraffic illustrative traffic simulation, conceptual planning-level cost estimates, and participation in stakeholder meetings with FDOT, Broward MPO, and key constituents. (2018-Ongoing)

Districtwide Strategic Intermodal Systems | FDOT District 4 / Principal in Charge: Provided support and performed professional transportation planning, preliminary design, and environmental, transportation economical and financial analysis and public involvement to develop an action plan/needs assessment for emerging SIS facilities. Mr. Soria was the project manager and principal in charge of supervision of all technical work, including Major Investment Studies, PD&E Studies, FIHS Master Plans, Conceptual Design Studies, and Feasibility Studies.

Districtwide Intermodal Consultant | FDOT District 4 | Principal in Charge: Provided program management including professional and technical support as well as management, planning, engineering, and technical services for Rail, Aviation and Transit areas, Ramon was the Principal In Charge and Project Manager providing supervision and technical expertise in all aspects of the rail, aviation and transit sections including field reviews, feasibility studies, construction inspection, and data collection.

Traffic Calming Study | Palmetto Bay | Principal in Charge: Perform a comprehensive study for traffic calming alternatives for the Village. The scope of the study involved public meetings with the residents, traffic data collection, field review, data analysis, final recommendations, and prioritization of works. MARLIN also assists the Town in coordinating with Miami-Dade County's Public Work Department to obtain approval of recommendations. (Ongoing)

LISA W. MAACK, AICP

Assistant Project Manager
Strategic Planner

Lisa Maack has 18 years of planning and environmental experience and is responsible for managing the firm's transit and multi-modal disciplines and expansion of M/TPO, policy planning, and environmental disciplines across the state of Florida. Lisa is also responsible for managing projects including multi-modal corridor analyses, complete streets projects, transportation demand management and greenways and trails projects. She has the relationships and experience in facilitating public involvement meetings to ensure community input through public meetings and outreach.

YEARS OF EXPERIENCE

Total: 18
With MARLIN: 2

EXPERTISE

M/TPO Programs
Transit Grants/Planning
Complete Streets
Transportation Demand Management
Environmental

EDUCATION

MA Urban and Regional Planning
University of New Orleans, 2000
BA Tulane University
New Orleans, LA, 1993

CERTIFICATION

American Institute of Certified
Planners, No. 022262, 2008

EXPERIENCE

Trolley Passenger Surveys | City of Miami Beach | Project Manager: Assisting the City of Miami Beach in a better understanding of the modes of connectivity, transit dependency, comfort and convenience of stops and trip origins and destinations through evaluating the usage of Miami Beach Trolley. MARLIN is conducting a survey of Miami Beach Trolley passengers and the general public to continue providing efficient services for the community. Lisa is the Project Manager and exceeded expectations with over 1,200 survey responses. (2019-Ongoing) Reference: Milos Majstorovic (305) 673-7000

Transit Planning & Operations Non-Motorized Traffic Monitoring | FDOT Central Office | Senior Planner: The project involves deploying bike and pedestrian count equipment near transit stops in coordination with five Florida transit agencies with the goal of standardizing methods for analyzing and utilizing non-motorized traffic datasets specific to transit. Lisa is responsible for the coordination with transit partners, identifying count locations and analyzing the data provided by cameras, bicycle tube counters and infrared devices. (2019-Ongoing) Reference: Chris Wiglesworth, (850) 414-4532

Safe Access to Transit | FDOT Central Office | Senior Planner: MARLIN is tasked with developing a research-based study that evaluates and provides direction in providing safe access to transit stop locations and design. Lisa is responsible for incorporating recent FDOT research, current trends, and national best practices and demographic issues. Lisa is leading the dialogue with South Florida transit agencies to understand their concerns to enhance policy frameworks, guidance and criteria to increase the safety and accessibility of transit stops. (2019-Ongoing) Reference: Gabe Matthews, (850) 414-4803

Mobility Hubs Plan | Town of Cutler Bay | Strategic Planner: MARLIN assisted the Town in applying for a grant from the Miami-Dade Transportation Planning Organization's (TPO) SMART Mobility grant program. The grant was awarded to the Town to create a Mobility Hubs Plan, and MARLIN was selected to develop the Plan. Lisa is assisting in the creation of a plan to improve connectivity, mobility and safety for pedestrians, bicyclists, and transit users by identifying locations for the neighborhood, community, and commercial level mobility hubs along with the Town's roadway network. (2018-Ongoing) Reference: Kathryn Lyon, (305) 234-4262

Mobility Hubs Plan | Village of Palmetto Bay | Strategic Planner: MARLIN assisted the Village in applying for a grant from the Miami-Dade Transportation Planning Organization's (TPO) SMART Mobility grant program. The grant was awarded to the Village to create a Mobility Hubs Plan, and MARLIN was selected to develop the Plan. Lisa is assisting in the creation of a plan to improve connectivity, mobility and safety for pedestrians, bicyclists, and transit users by identifying locations for the neighborhood, community, and commercial level mobility hubs along with the Village's roadway network. (2018-Ongoing) Reference: Dionisio Torres, (305) 969-5011

Calvin Giordano and Associates | Environmental Planner: Researched, wrote and updated the environmental elements of numerous South Florida comprehensive plans. Updated the data, inventory and analysis sections of the conservation and coastal aspects of various South Florida comprehensive plans. Researched data for GIS maps. Wrote the technical specifications for the remediation of a former gas station for inclusion in the Town of Davie Community Redevelopment Agency's bid documents. Assisted in wetland permitting through the South Florida Water Management District and Broward County. (2006-2008) Reference: Sandra Lee (954) 921-7781

MYRA PATINO, PE, PMP

Senior Traffic Engineer

Myra Patino has 25 years of experience providing extensive traffic/ transportation engineering services. She is proficient in traffic engineering and operations studies, traffic calming studies, traffic impact analysis, signal warrant and speed studies, public meetings, and technical writing. Her areas of focus concentrate on traffic operations, traffic studies, access management, and pedestrian safety. Myra has knowledge in the following Software systems: CORSIM, HCS, SYNCHRO, ArcGIS, TransCAD, MS Office Suite, MS Project, and Oracle Primavera. She has a Master's degree in Engineering Management and is a licensed Professional Engineer (PE) in Florida, and a certified Project Manager Professional (PMP).

YEARS OF EXPERIENCE

Total: 25
With MARLIN: 1

EXPERTISE

Project Management
Access Management
Traffic Engineering
Traffic Calming

EDUCATION

MS Engineering Management,
Florida International University, 1999
BS Civil Engineering
Florida International University, 1994

REGISTRATIONS

Florida PE No. 56804, 2001
Project Manager Professional, 2008

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

EXPERIENCE

Young Circle Roadway Redesign | Hollywood CRA | Senior Traffic Engineer: Traffic analysis for the redesign of the 1000-foot diameter Young Circle in Downtown Hollywood, Florida. This project includes traffic engineering services including data collection, SimTraffic illustrative traffic simulation, conceptual planning-level cost estimates, and participation in stakeholder meetings. Myra is responsible for reviewing the traffic volumes for the SimTraffic simulation. (2018-Ongoing)

Transportation Planning & Traffic Engineering Services | Miami Beach | Project Manager: Project Manager for the overall contract providing transportation planning and traffic engineering services for the City of Miami Beach. Work orders include the West Avenue Bridge Feasibility Study and the Julia Tuttle Baywalk & Health Circuit Operational & Safety Review.

Districtwide Arterial Corridor Studies and Management Planning Services - Bicycle Corridors Safety Study | FDOT District 6 | Project Manager: First phase of the study was to identify and prioritize corridors in Miami-Dade County with a high number of bicycle crashes. The study included performing field reviews to determine potential causes, developing recommendations based on observed conditions, and identifying further studies or improvement measures. Coordinated with the MPO BPAC and Miami-Dade Community Traffic Safety Team.

Districtwide Arterial Corridor Studies and Management Planning Services - Ludlam Trail Non-Motorized Corridor Planning & Environmental Study Phase I | FDOT District 6 | Senior Traffic Engineer: Tasks included data collection and development and evaluation of Rail-with-Trail and Rail-to-Trail alternatives. Developed bicycle/pedestrian volumes and performed LOS analysis. Prepared land use maps and evaluated environmental constraints within the right-of-way using GIS. Extensive public outreach included public workshops and MPO subcommittee presentations. The Ludlam Trail is a 7-mile bicycle/pedestrian path that would run parallel to/west of Ludlam Rd. from the Dadeland North Metrorail Station to Perimeter Road.

Northeast Dade Passenger Activity Center Alternatives Analysis | Miami-Dade Transit | Project Manager: Study to conduct conceptual engineering design of a locally preferred alternative for a bus transit hub near NE 163rd St. and Biscayne Blvd. Tasks included engineering and environmental data collection, conceptual design, alternative site determination, and recommendation of the LPA. Performed an in-depth review of land use and zoning impacts for alternative sites and conducted a preliminary environmental analysis. Extensive public involvement activities included Citizens Advisory Committee meetings and public workshops, in addition to presentations to the Cities of North Miami Beach, North Miami, Aventura, and briefings to State Representatives and County Commissioners.

Districtwide Arterial Corridor Studies and Management Planning Services - SR 94 (Kendall Drive) Access Management Reclassification Study | FDOT District 6 | Senior Traffic Engineer: Evaluated Access Management Classification for Kendall Drive, west of SW 142nd Ave. Performed comparative volume and crash analyses, as well as reviewed current access classifications in the study corridor. Prepared the final report recommending reclassifying the segment from SW 142nd Ave. to the Urban Development Boundary from Class 3 to Class 5.

ROXANA MATAMOROS, PE

Senior Engineer

Roxana Matamoros brings 20 years of experience in roadway and highway design including roadway design and operations, pedestrian and bicycle facilities, and transportation safety. Her areas of specialization include roadway signing and pavement markings, development of engineering cost estimates and specifications, signalization and drainage analysis. Roxana also has over 16 years of experience developing Long Range Estimates (LRE) and updating them during the life of a project. Additionally, she has reviewed, provided comments, and/or responded to comments through the Electronic Review Comments (ERC). She is a well-established professional in the roadway and highway design engineering communities. She has experience working on roadway projects for both the Florida Department of Transportation (FDOT) and various municipalities throughout the State of Florida and is a licensed Professional Engineer.

YEARS OF EXPERIENCE

Total: 20
With MARLIN: 12

EXPERTISE

Roadway & Highway Design
Complete Streets

EDUCATION

BS Civil Engineering
University of Detroit Mercy, 1998

REGISTRATIONS

PE Florida No. 77979, 2014

CERTIFICATIONS

Advanced Maintenance of Traffic

EXPERIENCE

Atlantic Shores Boulevard Roadway Improvements | City of Hallandale Beach | Project Engineer: MARLIN was retained by the City of Hallandale Beach to provide design and reconstruction services for Atlantic Shores Boulevard from Diplomat Parkway to US 1. Roadway improvements are intended to increase safety and improve the roadway and streetscapes on Atlantic Shores Boulevard. This is a Complete Streets project that addresses on-street parking and creates a more pedestrian-friendly corridor by implementing wider sidewalks. (2018-Ongoing) Reference: Peter Kunen, (954) 457-3042

Young Circle Roadway Design | City of Hollywood CRA | Project Engineer: Reconstruction of Young Circle, including Traffic Analysis and Conceptual/Final Design. Tasks include traffic analysis for the redesign of the 1000-foot diameter Young Circle in Downtown Hollywood, Florida, including data collection, SimTraffic illustrative traffic simulation, conceptual planning-level cost estimates, and participation in stakeholder meetings with FDOT, Broward MPO, and key constituents. Responsible for development of conceptual design and plans production for roadway, signing and pavement markings, signalization, and lighting component plans. (2018-Ongoing) Reference: Susan Goldberg, (954) 924-2980

Townwide Bicycle and Pedestrian Improvements | Town of Miami Lakes | Project Engineer: Sidewalk and crosswalk improvements along each side of the existing typical section of four selected corridors in the Town. The sidewalk improvements will be in accordance with ADA requirements. Since this is a LAP approved project, MARLIN will coordinate with FDOT on the development of the NEPA documentation required for this project. LAP Project. (2017-Ongoing) Reference: Carlos Acosta, (305) 512-7129

Hollywood Blvd. Complete Streets | FDOT District 4 | Engineer of Record: Decorative signalization and lighting improvements along Hollywood Blvd. Responsibilities included the production of signalization and lighting component plans. This Complete Streets project entailed the reconstruction of Hollywood Blvd. into a multimodal facility for automobiles, bicycles, and pedestrians. (2016-2017) Reference: Scott Thurman, (954) 777-4135

SR710/Warfield Blvd. from FPL Martin Power Plant Road to CR 609/ Allapattah Road | FDOT District 4 | Project Engineer: Major reconstruction project for SR 710/Warfield Blvd. from FPL Martin Power Plant Road to CR 609/ Allapattah Road. Responsibilities include the roadway design including establishment of a typical section, roadway horizontal and vertical geometry, engineering report, drainage analysis and report, production of roadway and drainage plans, development of engineering estimates, and specifications. The design included bicycle lanes and a shared-use path. (2012-Ongoing) Reference: Damaris Williams, (954) 777-4679

CHRISTINA A. FERMIN, AICP, LEED GREEN ASSOCIATE

Strategic Planner

Christina Fermin is an experienced Urban Planner with more than 8 years of experience in government administration. She is skilled in Geographic Information Systems, sustainable development, analytical skills, government relations, policy, and urban planning. Christina has a solid understanding of urban and regional planning principles as well as substantial knowledge of public practices and working with the community. She has conducted research and analysis on various topics including climate change, sustainability, land use/zoning, multimodal transit, and sea level rise.

YEARS OF EXPERIENCE

Total: 8

With MARLIN: 2

EXPERTISE

City Planning and Development Review

Sustainability – Climate Change

Mobility Hubs – GIS Mapping

Grant Coordination – Public Involvement

EDUCATION

Master's in Urban and Regional Planning (MURP), Florida Atlantic University, 2013

BA, Political Science & Interdisciplinary Studies, Florida Atlantic University, 2007

CERTIFICATIONS

American Institute of Certified Planner (AICP) No. 30532, 2018

Leadership in Energy and Environmental Design (LEED), Green Associate
U.S. Green Building Council, 2013

AFFILIATIONS

American Planning Association

U.S. Green Building Council

EXPERIENCE

Village Green Drive Master Plan | City of Port St Lucie | Project Manager:

Leading a multidisciplinary team on the creation of a conceptual master plan for the Village Green Drive corridor in eastern Port St Lucie. Christina is coordinating with the city, several subconsultants, and the MARLIN Team to ensure the purpose, goals, objectives of this project is completed on time and within budget. (2020 – Ongoing)
Reference: Heath Stocton, (772) 344-4239

Miami Beach Trolley Survey | City of Miami Beach | Lead Planner:

Responsible for surveying 1,200 trolley riders in Miami Beach and analyzing survey results. Provided the City with a comprehensive understanding of how the local trolleys are utilized by residents, visitors and workers. (2019) Reference: Milos Majstorovic, (305) 673-7000, ext 6855

17th Street Protected Bike Lanes and Busway | City of Miami Beach | Strategic Planner:

Feasibility study for 17th Street from West Avenue to Beachwalk in Miami Beach. Christina's responsibilities included review of land use and zoning, code of ordinances, a sea-level rise analysis using GIS of the subject area, and research related to design and policies for bus-bike lanes throughout the U.S. (2019-2020)
Reference: Lynda Westin, (305) 673-7000, ext 6693

Mobility Hub & Transit Infrastructure Plan | Village of Palmetto Bay | Project Manager:

Lead planning to improve connectivity, mobility and safety for pedestrians, bicyclists, and transit users. Identified locations for mobility hubs and transit infrastructure along the Village's roadways to connect Village residents to the South-Dade Transitway. Performed community outreach, surveying and public meeting presentations. (2019-2020) Reference: Dionisio Torres, (305) 969-5011

City of Coral Springs | Senior Planner: Prepared staff memos related to development petitions to be presented at the Planning and Zoning Board, Administrative Zoning Review Committee and City Commission. Researched site land use and zoning codes to determine requirements of building setbacks, buffers, floor area ratios, parking, traffic and vehicular circulation, created 3D renderings via Google Sketchup for City owned properties for potential sales or development. Research and analysis related to Development, Housing, Demographics, Land Development Code, Zoning, Comprehensive Plan, Sustainability, and Legislative Items. As the Sustainability Coordinator, organized and successfully completed application for the Florida Green Building Council (FGBC) Green Local Government Certification, City was awarded Gold Level Certification. (2017 – 2018)

City of Pembroke Pines | Community Planner: Project management and plan review for development review petitions related to commercial, residential, and industrial development. Coordinated with various departments, County, Water Management Districts, FDOT, and Florida DEO on development applications. Prepare and process Plats, Rezoning's, Variances, Land Use Plan Amendments, and Development of Regional Impacts (DRI's). Development and implementation of various projects including the adoption and execution of a Sustainability Plan, Communications and Marketing Plan, Analysis and Re-Routing of the City's Community Shuttle Bus Routes, City Ordinances, Parks Report Card and Park Signage Master Plan. (2013 – 2017)

**MOSHIUR
RAHMAN, PH.D.**

Traffic Engineer / Senior Data Analyst

Moshiur Rahman has 8 years of experience in transportation planning and policy research. He is experienced in travel demand modeling (Central Florida Regional Planning Model, CFRPM), traffic safety analysis, signal design, transportation planning, statistical analysis, GIS mapping and analysis, and Cube Voyager. Moshiur has strong quantitative and qualitative analysis skills. He recently graduated as a Doctor of Philosophy in Civil Engineering from the University of Central Florida where he did his dissertation in Econometric modeling analysis of public transit ridership for the Orlando region. For this effort, he examined the impact of new transit investments (SunRail) on existing transit infrastructure (Lynx Bus), and examined the before and after impact of SunRail commuter rail system in the metropolitan region on the "Lynx" bus system. He also identified the factors that affect bus and rail ridership by using several exogenous variables including stop level attributes, transportation and transit infrastructure variables, built environment and land use, sociodemographic and socioeconomic variables in the vicinity of the stop. Moshiur also has 4 years of experience in the civil construction field. He has extensive technical skills using: Cube Voyager, ArcGIS, VISSIM, HCS, Gauss; C++, Python; SPSS, JMP, SAS, RStudio, Biogeme, STATA; AutoCAD; MS Project.

YEARS OF EXPERIENCE

Total: 8

With MARLIN: 1

EXPERTISE

Transportation Engineering

Transportation Planner

GIS Mapping

Modeling

EDUCATIONDoctor of Philosophy in Civil Engineering
University of Central Florida, 08/2018MS Civil Engineering
University of Central Florida, 05/2018BS Civil Engineering, Bangladesh
University of Engineering & Technology,
04/2012**PROFESSIONAL TRAINING**FDOT - Multi-Resolution Modeling (MRM)
SAS Data Mining Graduate Certificate,
2017**AFFILIATIONS**American Society of Highway Engineers
(ASHE), Treasurer, 2017-2018American Society of Civil Engineers
(ASCE), 2015-CurrentInstitute of Transportation Engineers
(ITE), 2017-CurrentSafety Movement Club, BUET,
Bangladesh, President, 2011-2012**EXPERIENCE**

Traffic Operations and Safety Studies | FDOT District 6 | Traffic Engineer: Preliminary studies to identify the crash patterns at 56 intersections throughout Miami-Dade and Monroe County. Identified a feasible solution for intersection developments to minimize crashes. Developed collision diagram for highly crashes prone intersection to identify the crash patterns. (2019)

Safe Routes to School Applications | Miami-Dade MPO | Traffic Engineer: Development of a plan to improve walking and biking environments for students traveling to and from ten selected middle and high schools in Miami-Dade County. This project included identifying safe routes, infrastructure improvements, conceptual cost estimates, and creating a Safe Route walking map. Moshiur analyzed the collected information to determine infrastructure recommendations to include in the Safe Routes to School application and recommendations for the best Safe Route for students. Prepared FDOT Safe Routes to School infrastructure grant applications for each selected school. (2019)

Data Collection to Establish Baseline Data | FDOT Central Office | Traffic Engineer: A data collection effort to establish a baseline of operational behavior within the Advanced Freight Mobility Solutions (AFMS) project boundary. The base data collection will be generated from the truck's Bluetooth devices for a period of four to six weeks. Installation of equipment in the corridor and deploy, validate, monitor, and maintain the data collection. Analysis of collected data - prepare O/D reports for logical paths, calculate travel time, speed, and delay study. (2019-Ongoing)

City of Stuart Tram/Transportation Network Business Plan Study | Martin MPO | Traffic Engineer: Evaluation of the Downtown Tram Micro-Transit Program. Reviewed several cities where micro-transit is in operations. Evaluated the potential annual cost and benefits from tram for the next ten years to prepare a business plan. Identified alternative funding sources to operate the tram and estimated revenue from those sources. (2019)

Development of a Methodology to Identify Traffic Management Zones Application | FDOT District 4 | Traffic Engineer: Establishing an innovating concept to improve the operational behavior of the traffic system by using real-time traffic data from RITIS (HERE data) for D4. Traffic Management Zones (TMZs) will allow for better prioritization of traffic and incident management to improve the overall safety and mobility within D4. Collected the available GIS shapefiles data for analyzing those from various sources.

HAROLD PANTALEON

Senior Engineering Technician
Certified FAA Drone Pilot

Harold Pantaleon has 11 years of experience in traffic engineering, freight, GIS, transportation planning and construction supervision. He is responsible for developing data collection studies and analyses such as: classification/truck count trends, origin/destination, turning movement counts, spot speed studies, approach counts, gap, travel time and delay and crash analyses. He regularly compiles, processes and analyzes data and results; performs quality control analysis; generates data graphs and reports using Jamar Technologies Software; conducts calibration of data collection equipment and vehicles; and collaborates with engineers assisting in field work such as: field reviews, collecting project information and on-site pictures, and surveying. Harold is a FAA Part 107 Certified UAV Pilot.

YEARS OF EXPERIENCE

Total: 11
With MARLIN: 5

EXPERTISE

Geographic Information Systems (GIS)
Traffic Engineering
Traffic Data Collection

EDUCATION

BS Civil Engineering
Instituto Nacional de Ciencias Exactas,
Dominican Republic, 2012

CERTIFICATIONS

FASC Intermediate
FDOT Work Zone Traffic Control, 2014
IMSA Traffic Signal Technician, Level 1
Certified FAA Drone Pilot

EXPERIENCE

Transit Planning & Operations Non-Motorized Traffic Monitoring | FDOT Central Office | Senior Engineering Technician MARLIN is developing a research-based study that evaluates and provides direction in providing safe access to transit stop locations and design. The project involves deploying bike and pedestrian count equipment near transit stops in coordination with five Florida transit agencies to standardize methods for analyzing and utilizing non-motorized traffic datasets specific to transit. Harold is responsible for deploying the counting equipment, including infrared detection devices, bicycle tube counters, and cameras. He then uploads and analyzes the data for the weekend and weekday pedestrian and bicycle counts. (2019-Ongoing)
Reference: Chris Wiglesworth, (850) 414-4532

Young Circle Roadway Redesign | City of Hollywood CRA | Senior Engineering Technician: Traffic analysis for the redesign of the 800-foot diameter Young Circle in Downtown Hollywood, Florida. This project includes traffic engineering services, including data collection, SimTraffic illustrative traffic simulation, conceptual planning-level cost estimates and participation in stakeholder meetings. Harold managed an extensive data collection that included O/D data collection utilizing Bluetooth technology, MIOVision data collection for ped/bicycles, trucks and buses and bi-directional traffic counts. He also assists in the data collection process and creating graphics and maps for the collected data using GIS software. (2018-Ongoing)
Reference: Susan Goldberg, AIA, Deputy Director, Hollywood CRA, (954) 924-2980

Travel Time and Delay Study | City of Port St. Lucie | Senior Engineering Technician: Providing data collection, graphics, and drone pilot. The purpose of this project is to perform a Travel Time and Delay Study to evaluate the performance of Port St. Lucie Boulevard along nine intersections, from the Interstate 95 northbound off/on-ramp terminal intersection to the Bayshore Boulevard intersection. The corridor length encompassing these nine signalized intersections is 2.8 miles. The goal of the study would be to evaluate the efficiency of this corridor before and after the adaptive signal system (Rhythm Engineering InSync) improvements were made to the signals along this corridor. All of the nine traffic signals located along this corridor are owned by the City of Port St. Lucie, except the sign at the I-95 northbound off/on-ramp terminal, which is owned by the Florida Department of Transportation (FDOT), but is maintained by the City. The work is to be conducted in three tasks for evaluation before and after school traffic and during the peak traffic season. For each of the tasks, a report will be submitted to the City with a full review and field data collected. (2018-Ongoing)
Reference: Heath Stocton, (772) 344-4239

SW 95th Avenue Parking Study | Village of Palmetto Bay | Traffic Analyst/Drone Pilot: Traffic study to review the parking requirements along SW 95th Avenue, from SW 174th street to US 1. Harold's responsibilities included monitoring traffic using drone video to show an analysis of traffic circulation in the study area. This study assisted in qualifying the turning movements observed from the traffic counts and field reviews. In addition, vehicles that needed to circle the study area due to a lack of parking spaces were identified. (2019)

DAVID KUPSICK

Sr CAD Survey Technician

David brings more than 30 years of experience serving as a CAD survey technician in construction, land development, and FDOT civil/survey projects using AutoCAD (Land Development Desktop) and MicroStation. His experience includes CAD Management, support of survey crews, data collection reduction, platting, boundary, mortgage, ALTA and specific purpose surveys, control surveys, right of way maps, sketch and description preparation, site plans, and civil engineering drafting. David is a Microsoft Certified Professional (MCP ID:6900671) in Microsoft Windows Server 2003 and Windows XP Professional.

YEARS OF EXPERIENCE

Total: 30

EXPERTISE

CAD Management
Surveying
Data Collection

EDUCATION

BA in Mathematics (Computer Science Emphasis), Florida Atlantic University

Electric Engineering, Georgia Institute of Technology, Atlanta, Georgia

EXPERIENCE

Bowman Street | Lake Worth | Sr. Survey CAD Technician: Due diligence of project corridor and creation of Boundary and Topographic Survey from field to office completion, utilizing Topcon Robotic S-5 unit and AutoCAD Civil3D. (2020-Ongoing)
Reference: Robert Stella, (561) 964-2863

Cabana Colony | Palm Beach Gardens | Sr. Survey CAD Technician: Creation of record drawings from field to office completion utilizing Trimble Robotic S-5 unit and AutoCAD Civil3D. (2020-Ongoing)
Reference: Scott Lamberson, (561) 400-5934

High Sierra | Fort Lauderdale | Sr. Survey CAD Technician: Creation of boundary and topographic survey from field to office completion utilizing Topcon Robotic S-5 unit and AutoCAD Civil3D. (2019-Ongoing)
Reference: Stephen Hanks, Wood PLC

SR 710/Warfield Blvd. | FDOT District 4 | Sr. Survey CAD Technician: Creation of topographic survey/project deliverable base component, from field to office completion, utilizing Topcon Robotic S-5 unit and AutoCAD Civil3D and Bentley SS10. (2012-ongoing)
Reference: Damaris Williams, (954) 777-4679

The Palace of Weston (Weston) | Ram-Tech Construction | Sr. Survey CAD Technician: Provide sanitary sewer system layout and as-builts, drainage system improvements layout and as-builts, domestic and fire water system improvements layout and as-builts, layout rough subgrade of site, pavement blue-tops, lime rock as-builts & paving and grading layout /as-builts. (2020)
Reference: Frady Bayona, (786) 384-2805

Naval West | Ram-Tech Construction | Sr. Survey CADD Technician: Provide sanitary sewer system layout and as-builts, drainage system improvements layout and as-builts, domestic and fire water system improvements layout and as-builts, layout rough subgrade of site, pavement blue-tops, lime rock as-builts & paving and grading layout /as-builts. (2020)
Reference: Frady Bayona, (786) 384-2805

Aventura Hilton Hotel | Ram-Tech Construction | Sr. Survey CADD Technician: Provide sanitary sewer system layout and as-builts, drainage system improvements layout and as-builts, domestic and fire water system improvements layout and as-builts, layout rough subgrade of site, pavement blue-tops, lime rock as-builts & paving and grading layout /as-builts. (2020)
Reference: Frady Bayona, (786) 384-2805

The Palace of Weston (Weston) | Ram-Tech Construction | Sr. Survey CADD Technician: Provide sanitary sewer system layout and as-builts, drainage system improvements layout and as-builts, domestic and fire water system improvements layout and as-builts, layout rough subgrade of site, pavement blue-tops, lime rock as-builts & paving and grading layout /as-builts. (2020)
Reference: Frady Bayona, (786) 384-2805

TARA-LEE THOMPSON

Graphic Designer

Tara-Lee is a Graphic Designer with experience in graphic design, branding, web design, publication design, illustrations, digital photography, and typography. She has assisted and collaborated on projects involving wayfinding, traffic calming and roadway design. Tara-Lee specializes in providing graphic support to various service lines including Transportation Planning and Engineering, Roadway Design, and Environmental Services. Her software expertise includes Adobe Creative and Microsoft Office Suites.

YEARS OF EXPERIENCE

Total: 4

With MARLIN: 4

EXPERTISE

Branding
Editorial Design
Graphic Design
Illustration
Web Design

EDUCATION

AS, Graphic Design
Broward College, 2016

AFFILIATIONS

Member of AIGA, 2015-present
Member of Women of Tomorrow,
2008-present

AWARDS

Designer of the Year Award,
Broward College, 2015
Brand & Ad Design Award,
Broward College, 2015
Typography Award,
Broward College 2014

EXPERIENCE

Trolley Passenger Survey | City of Miami Beach | Graphic Designer

- Created and developed the graphics and overall design of the executive summary report including "A Quick Look" infographic about the collected survey data

17th Street Protected Bike Lanes & Busway | City of Miami Beach | Graphic Designer

- Aided in developing the PowerPoint presentation for the project meeting
- Designed typical section concepts for existing and proposed conditions

Mobility Hubs Plan | Town of Cutler Bay | Graphic Designer

- Created Mobility Hubs Plan logo to be used throughout the project
- Designed bus shelter illustration graphic
- Created template for meeting presentations

Mobility Hubs Plan | Village of Palmetto Bay | Graphic Designer

- Created Mobility Hubs Plan logo to be used throughout the project
- Created template for meeting presentations

Broward Mobility Hubs Study | Broward MPO | Graphic Designer

- Created and developed the graphics and overall design of the report for the Broward Mobility Hubs Project in Pembroke Pines and Plantation

Stuart Tram Business Plan | City of Stuart | Graphic Designer

- Created branding for Stuart Tram Business Plan assets that includes infographics, public outreach materials, PowerPoints and the design of the report

Chase Avenue/34th Street Shared Use Path | City of Miami Beach | Design Support

- Revised and edited flyer/door hanger for public meetings
- Revised and edited renderings for Chase Ave

South Florida Rail Corridor (SFRC) | FDOT District 4 | Graphic Designer

- Aided in developing the design of the SFRC condition assessment reports

Non-Motorized Traffic Count Program | FDOT Central Office | Graphic Designer

- Designed the layout of the Statewide Non-Motorized Traffic Monitoring report
- Created various infographics to use throughout promotional materials
- Created informational pieces for the project that includes a 24"x36" poster board, a 11"x17" bi-fold, a 8.5"x11" one-page flyer and a webinar flyer

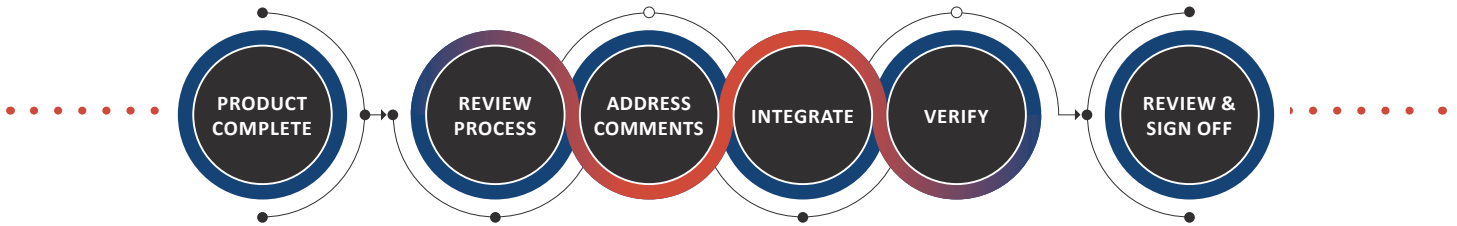


G

PROJECT IMPLEMENTATION
STRATEGY

M

PROJECT IMPLEMENTATION STRATEGY



MARLIN Engineering, Inc. (MARLIN) is uniquely qualified to provide Planning Consultant Services to the Town of Surfside based on our many years of experience with other municipal assignments. We have a passionate project team, the use of state-of-the-art resources, and have the backing of the firm’s owner, Ramon Soria, PE, who will serve as the Principal-in-Charge, to “do what it takes to do it right.”

MARLIN and the key planning staff assigned to the Surfside Planning Services effort have many years of valuable multidisciplinary planning experience working with municipal boards, citizen committees, municipal staff, and elected officials.

Please see the Special Considerations tab for detailed information on the experience of our key staff members.

An initial meeting will be held with the Town to refine the expected services desired and obtain input regarding the organizational structure for the Town’s development review, report formats, cut-off dates for agenda packages, the Comprehensive Plan, Land

Development Regulations, and the incorporation of the Town’s Vision. **Walter Keller, PE, AICP** will be the Project Manager for this contract. **Lisa Maack, AICP** will serve as Assistant Project Manager as well as a Strategic Planner. **Christina Fermin, AICP, LEED Green Associate** will also serve as a Strategic Planner. These three key individuals, all of whom with their hands in the planning efforts, have numerous years of successfully providing professional consulting services to public and private planning, zoning, and development review efforts.

A written detailed scope of work and graphic flowchart will be prepared for the Town to identify the planning services to be provided. The MARLIN team expertly utilizes Microsoft Office Suite, GIS, and AutoCAD. Other specialized software programs are available for use as appropriate. Information will be delivered electronically and in hard copy formats.

MARLIN’s diverse and multidisciplinary capabilities and qualifications will be beneficial in completing time and policy-sensitive assignments. Services provided by the firm can be tailored to the particular assignment and as extensive as the Town of Surfside desires.





H

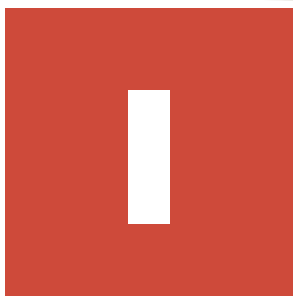
COMPUTER AIDED
DESIGN (CAD)



COMPUTER-AIDED DESIGN STATEMENT

MARLIN Engineering, Inc. (MARLIN) is committed to successfully providing the services pursuant to this contract. At all stages prior to and during construction, MARLIN will produce all deliverables utilizing the latest version of AutoCAD. We will make these deliverables openly available and at no cost to the Town of Surfside and any contractors assigned to these projects. MARLIN also acknowledges that all work product deliverables produced for projects under this contract are and will be the property of the Town of Surfside upon submittal.





**SPECIAL
CONSIDERATION**



SPECIAL CONSIDERATION

The MARLIN team has significant and relevant experience in the areas of town planning, including comprehensive planning and evaluation and appraisal reports, zoning codes, development review, special studies, and the techniques necessary for successful implementation. The team members have prepared a wide variety of similar studies to the RFP. We have considerable experience working together on a wide range of comprehensive studies, as well as County and municipal planning studies. Team members are very familiar with Florida governmental jurisdictions.

Our materials provided in this proposal, including the Organizational Chart, the Experience Table provided on the following page, and resumes identify the key professionals assigned to this contract, their project assignments, and their years of professional experience. Capsulated excerpts from resumes are provided below.



Walter Keller, PE, AICP will serve as the Project Manager for this contract. Walter has a B.S. in Engineering from Florida Atlantic University, is a registered Professional Engineer, and a

Certified Planner with more than 40 years of planning and engineering experience. Before joining MARLIN, Walter was the Town Consultant Planner for three coastal municipalities in Broward County for more than 30 years. His expertise includes city/town planning, comprehensive plans/evaluation and appraisal reports, zoning, urban design, development review, traffic and transportation, land development, Impact Fees, and Expert Witness Services. Since joining MARLIN, he has served as the Project Manager for the City of South Miami Parking and Truck Study and the Town of Miami

Lakes Fairway Drive Pedestrian Study. He also served as a Senior Engineer in Conceptual Design Studies for the City of Miami Beach. He is extremely knowledgeable and experienced in all major work areas required for the Town of Surfside Planning Services.



Lisa Maack, AICP will serve as the Assistant Project Manager and a Strategic Planner. She has an M.A. in Urban and Regional Planning (MURP) from the University of New Orleans.

While in graduate school, Lisa worked in the Planning Department for Jefferson Parish, where she worked on sign codes and overlay commercial districts. Lisa has held positions in historic preservation, environmental, transportation, and solid waste in both public, private, and volunteer roles. Lisa worked on the environmental elements of numerous South Florida municipalities' comprehensive plans. She has worked most recently in transportation planning at both the state level and in the private sector advising local communities on transit and mobility projects. Example projects include Trolley Passenger Surveys for the City of Miami Beach and Mobility Hubs for the Town of Cutler Bay and the Village of Palmetto Bay.



Christina Fermin, AICP, LEED Green Associate will serve as a Strategic Planner. With an M.A. in Urban and Regional Planning, Christina's experience in municipal planning

includes a review of development applications and their adherence to the city's codes, ordinances, goals, and comprehensive plan. Development applications included residential, commercial, restaurant, industrial,



and mixed-use developments. She has also provided land-use changes, zoning changes, plats, site plan amendments, architectural reviews, and signage. Her experience also includes acting as a liaison for various city committees and boards, which include economic development, sustainability, landscaping, social media/communications, crime prevention, and neighborhood improvement. Example projects include the Village Green Drive Master Plan, Trolley Passenger Surveys for the City of Miami Beach, and the Mobility Hub for the Village of Palmetto Bay.

Myra Patino, PE, PMP and **Roxana Matamoros, PE** will also be available to provide additional expertise in Traffic and Transportation and Civil Engineering if the need arises. Both individuals have considerable expertise in these areas and are knowledgeable of the Town of Surfside and Miami-Dade County.

The project team also includes four outstanding technical support individuals for the Town’s planning services. **Moshuir Rahman, PhD**, will serve as a Project Engineer with extensive capabilities in data analytics and GIS activities. **Harold Pantaleon** is a Senior GIS Technician and FAA Certified Drone Pilot. **Tara-Lee Thompson** is a Graphics Designer with outstanding knowledge of the Microsoft Office Suite and Graphic Software Programs. **David Kupsick** is a Senior CAD Survey Technician with over 30 years of AutoCAD experience

The MARLIN team of planners, engineers, and technical specialists have the unique experience to support the Town of Surfside in their day-to-day planning as well as bringing new creative ideas to help the Town and its residents foster a vibrant community. We our tailor-made and ready to serve the Town of Surfside.

| | Planning and Urban Design | Zoning | Staff Reports | Occupational Licenses and Permitting | Code Updates | Development Review | Planning and Zoning Studies, Capital Improvement, and Historic | Mapping and Data Analysis | Meetings | Resident and Business Public Development |
|--|---------------------------|--------|---------------|--------------------------------------|--------------|--------------------|--|---------------------------|----------|--|
| Ramon Soria, PE | ● | ● | | | | | ● | | ● | ● |
| Walter Keller, PE, AICP | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| Lisa Maack, AICP | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| Christina Fermin, AICP, LEED Green Associate | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● |
| Myra Patino, PE, PMP | ● | | ● | | | ● | ● | ● | ● | |
| Roxana Matamoros, PE | | | ● | | | ● | ● | ● | ● | |
| Moshuir Rahman, PhD | ● | | ● | ● | | ● | ● | ● | ● | |
| Harold Pantaleon | | | ● | | | | ● | ● | ● | |
| Tara-Lee Thompson | | | ● | | | | | ● | | |
| David Kupsick | ● | | | | | | ● | ● | | |





INSURANCE



30 Days' Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.



K

LITIGATION
STATEMENT

M

LITIGATIONS

The following is a list of litigation matters in the past five years involving projects which MARLIN Engineering, Inc. has been involved in, and the resolution of the filing:

SATARA NELSON ET AL VS CITY OF MIAMI ET AL

Miami Dade County, FL

Case Number: 132016CA019534000001

Litigation is currently pending. MARLIN Engineering, Inc. was the design consultant performing civil engineering work on a City of Miami roadway. A tree was impacting the view of a stop sign resulting in a driver running the stop sign and causing a traffic infraction.

CURRENT BUILDERS OF FLA VS AMAYA CONTRACTING STUCCO INC ET AL

Miami Dade County, FL

Case Number: 132015CA014659000001

Case: Closed. MARLIN Engineering, Inc. was dismissed.

Complaint made regarding construction. As a design consultant performing civil engineering work, MARLIN Engineering, Inc. did not perform any construction work. The entire design team were defendants.

GONZALEZ, YOANA VS COMMUNITY CONDOTTE DE MOYA JV LLC

Miami-Dade County, FL

Case Number: 132013CA032426000001

Case: Closed. MARLIN Engineering, Inc. was dismissed.

Complaint made regarding construction. As a design consultant performing civil engineering work, MARLIN Engineering, Inc. did not perform any construction work. The entire design team were defendants.

CARIBBEAN CONDO ASSN INC (THE) VS CARIBBEAN GROUP OWNER (LLC)

Case Number: 132012CA029420000001

Case: Closed. MARLIN Engineering, Inc. was dismissed.

Complaint made regarding construction. As a design consultant performing civil engineering work, MARLIN Engineering, Inc. did not perform any construction work and was dismissed from the case. The entire design team were defendants.

JAMIE BAKER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JMB, JR., A MINOR V. HARDESTY & HANOVER, LLC, MARLIN ENGINEERING, INC., TIERRA SOUTH FLORIDA INC, INTERA INCORPORATED, AND TRANSYSTEMS CORPORATION.

Case Number: 9028728443US

Case: Closed. MARLIN Engineering, Inc. was dismissed.

Plaintiffs were on a boat and collided with a bridge. MARLIN Engineering, Inc. was involved in bridge inspection.

MARIA DAVILA, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF CANDIDO MANZANARES V. ODEBRECHT CONSTRUCTION, SOLID CONSULTING ENGINEERS, CARNAHAN, PROCTOR AND CROSS, RAFAEL PEREZ CAMEJO, ROVERSYS HERNANDEZ, RAMIRO ROBLES AGUILAR, FDOT, MARLIN ENGINEERING, F&J ENGINEERING GROUP, UNIVERSAL ENGINEERING SCIENCES, AND GRL ENGINEERS.

Case Number: 2019-002867-CA-01

Litigation is pending. MARLIN Engineering, Inc. provided design consulting services to Odebrecht Construction for a roadway. Two workers (from one of the other companies) engaged in a car race after their shift and struck and killed an Odebrecht employee.



L

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
MARLIN Engineering, Inc.


_____ a business existing under the laws of the State of Florida

_____, (the "Entity") held on July 29th, 2020, the following
resolution was duly passed and adopted:

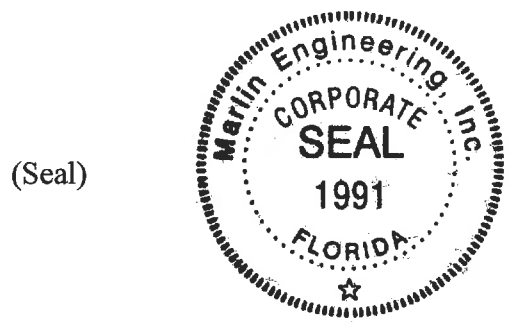
"RESOLVED, that, MARLIN Engineering, Inc., as _____
President _____ of the Entity, be and is hereby authorized to
execute this Proposal dated July 30th, 2020, on
behalf of the Entity and submit this Proposal to the Tow of Surfside,
and this Entity and the execution of this Certificate of Authority,
attested to by the Secretary of the Corporation, and with the Entity's
Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the Entity this 29th day of July, 2020.

Secretary: 
Print Name: Betsy Jeffers, PE

President: 
Print Name: Ramon Soria, PE



**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.


Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____



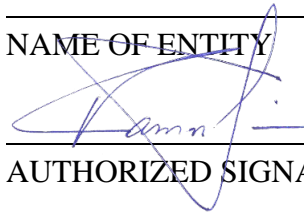
FORM 8
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|------------------|-------------------|
| _____ Addendum 1 | _____ Addendum 6 |
| _____ Addendum 2 | _____ Addendum 7 |
| _____ Addendum 3 | _____ Addendum 8 |
| _____ Addendum 4 | _____ Addendum 9 |
| _____ Addendum 5 | _____ Addendum 10 |

NAME OF ENTITY



AUTHORIZED SIGNATURE

PRINT NAME

DATE



Town of Surfside

REQUEST FOR QUALIFICATION 2020-05

General Planning Service

Addendum No. 1

Date Issued: June 26, 2020

To All Proposers:

Proposers for the above-referenced RFQ shall take note of the following changes, additions, deletions or clarifications to RFQ No. 2020-05, which in accordance with the RFQ Documents shall become a part of and have precedence over anything shown or described otherwise in the RFQ.

THE FOLLOWING CHANGES ARE MADE TO THE RFQ:

1. **Pre-Proposal Submission Conference scheduled for Thursday, July 2, 2020**

Due to the Coronavirus COVID-19 health pandemic and declared State of Emergency, RFQ 2020-05 Pre-Proposal Submission Conference will be held virtually through Zoom. The information for the virtual meeting is as follows:

You are invited to a Zoom webinar.

When: Jul 2, 2020 11:00 AM Eastern Time (US and Canada)

Topic: RFQ 2020-05 General Planning Services - Pre-Proposal Submission Conference

Please click the link below to join the webinar:

<https://zoom.us/j/91310233725>

Or iPhone one-tap:

US: +13017158592,91310233725# or +13126266799, 91310233725#

Or Telephone: Dial (for higher quality, dial a number based on your current location):US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 913 1023 3725

International numbers available: <https://zoom.us/u/ac49yT7Tjj>

2. **Correcting requirement related to attendance to the Pre-Proposal Submission Conference. Due to the Coronavirus COVID-19 health pandemic and declared State of Emergency, the RFQ 2020-05 Pre-Proposal Submission Conference will be held virtually through Zoom and attendance is encouraged and not mandatory.**

A **Pre-Proposal Submission Conference** is scheduled for **July 2, 2020 at 11:00 AM** at the Town Commission Chambers, 9293 Harding Avenue, Surfside, Florida. All Proposers planning to submit qualifications are ~~required~~ **encouraged** to attend this meeting. ~~Qualifications from those who have failed to attend will not be accepted.~~

3. **Will the Town accept electronic submission?**

One (1) original, five (5) hard copies, and one (1) electronic copy on a USB drive of the completed and executed qualifications must be delivered no later than **July 30, 2020 at 2:00 PM** ("Submission Deadline"), to the following address:

**Town of Surfside Town Hall
Town Clerk's Office
9293 Harding Avenue
Surfside, Florida, 33154**

PROPOSER:

NAME: _____

TITLE: _____

DATE: _____



Town of Surfside

REQUEST FOR QUALIFICATION 2020-05

General Planning Service

Addendum No. 2

Date Issued: July 20, 2020

To All Proposers:

Proposers for the above-referenced RFQ shall take note of the following changes, additions, deletions or clarifications to RFQ No. 2020-05, which in accordance with the RFQ Documents shall become a part of and have precedence over anything shown or described otherwise in the RFQ.

THE FOLLOWING CHANGES ARE MADE TO THE RFQ:

1. Can you please advise if there is a limit to how many Key Personnel and Staff we can have on our team? I understand we need to complete Form 5 identifying our team, however under section 2.3 Response Evaluation Criteria, item #2 says credentials and accomplishments of the proposed team (**up to 3**) members.

Answer: Additional staff may be presented but the first three would be used for the purposes of the evaluation scoring

2. Under Section F. Personnel Qualifications, is “**item e.**” looking for project sheet examples?

Answer: The Town does not have an example to provide.

3. On Page 6, under General Qualifications it states that the **Respondent must have a minimum of ten (10) years of continuous operation under the same name providing the same services**. If our company has been in continuous operation for more than 10 years and has had the same FEIN number in that time but recently went thru a rebranding/name change, are we qualified?

Answer: Yes.

PROPOSER:

NAME: _____

TITLE: _____

DATE: _____

FORM 9

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;

- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

RS _____

Proposer Initials

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

RS

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

RS

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

RS

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Surfside or any person interested in the proposed Contract.

RS

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are 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 Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are 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.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

RS

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2020-05** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

RS _____
Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

In the presence of:

Katherine Salazar
Witness #1 Print Name: Katherine Salazar

Chloe Kemble
Witness #2 Print Name: Chloe Kemble

Signed, sealed and delivered by:

Ramon Soria
Print Name: Ramon Soria, PE

Title: President & CEO

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

On this 29th day of July, 2020, before me the undersigned, personally appeared Ramon Soria, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Jenny Byrne

JENNY BYRNE
Commission # HH 012753
Expires June 21, 2024
Banded Thru Budget Notary Services
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: Driver's License)
- Did take an oath; or
- Did not take an oath



MARLIN

MARLIN Engineering, Inc.

6840 NW 77th Court
Miami, FL 33166

Contact Person

Walter Keller, PE, AICP

Project Manager

305.477.7575

wkeller@marlinengineering.com

www.marlinengineering.com



EXHIBIT "B"
SCOPE OF SERVICES

Town of Surfside, FL.
Proposal for General Planning Services
By Marlin Engineering, Inc.

Services to be Provided

1. Manage Town-wide planning and urban design program consistent with the Town's goals and initiatives. Ensure high-quality resident and customer service, professional standards and quality controls.
2. Make recommendations regarding zoning changes that promote the Town's development goals.
3. Interpret the Zoning Code and issue official interpretations.
4. Provide direction and guidance on all current planning projects/studies.
5. Prepare all staff reports for the Planning and Zoning Board, Town Commission, Local Planning Agency (LPA), Design Review, County Historic Preservation and related boards/committees.
6. Review occupational licenses, and oversee permitting of commercial, offices, apartments, condominiums, and single family residential, and accompanying auxiliary structures and uses for compliance with the Town's Comprehensive Plan and Land Development Regulations. *
7. Perform cursory reviews of applications for the public prior to submittal for Planning and Zoning.
8. Perform code updates and amendments as requested by the Planning and Zoning Board and/or Town Commission. **
9. Implement policy and procedures to improve the department's efficiency.
10. Coordinate, develop and interpret the Town's Comprehensive Plan and Land Use/Development Regulations. *
11. Coordinate current planning activities, including plan review of development projects. **
12. Provide direction regarding zoning interpretations and procedures.
13. Review and disseminate information pertaining to legislation adopted by the Town Commission affecting the Town's Land Use Regulations.

14. Perform planning studies, including preparation of project outlines, selection of data sources, designing reports on capital improvements, zoning changes, historic preservation issues, and business district project planning. **
15. Assist in creating maps, reports, statistical compilations and other materials necessary to the planning process.
16. Attend Staff meetings, Town Commission meetings, Development Review meetings, Planning and Zoning Board meetings and other related meetings as requested. ++
17. Acts as liaison between Town, South Florida Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies who may interact with Surfside for the various programs within the Planning Department.
18. Manage any consultants hired to implement or assist with any job functions within this description.
19. Meet with residents, developers, architects, landowners, and the general public as needed. ++
20. Prepare departmental budget.
21. Performs other duties as assigned or directed by the Town Manager and/or the Town Commission.

* - Routine projects included in General Services fee. Zoning in progress considerations, new and or major projects to be handled as additional services – Cost estimate to be submitted for approval prior to initiation.

** - Additional Services – Cost estimate to be submitted for approval prior to initiation.

++ - Meeting attendance (either virtual or in-person) for Planning & Zoning Board, staff meetings and Town Commission meetings are included in the General Planning Service fee.

EXHIBIT "C"
FEE SCHEDULE

10/28/20
Marlin Engineering, Inc.

Marlin Engineering General Planning Services Fee Estimate

| Task | | Proposed Hrs Per Month | Rate | Monthly Total |
|---------------------------|------------------------------|---------------------------|-----------|------------------|
| Project Management | Ramon Soria, PE * | | | |
| | Walter Keller, PE AICP. * | 6 | \$ 188.00 | \$ 1,128.00 |
| | Lisa Maack, AICP. * | | \$ 144.00 | \$ - |
| General Planning Services | Walter Keller, PE AICP.* | 32 | \$ 188.00 | \$ 6,016.00 |
| | Lisa Maack, AICP.* | 8 | \$ 144.00 | \$ 1,152.00 |
| | Christina Fermin, AICP-LEED* | 24 | \$ 122.00 | \$ 2,928.00 |
| | Project Planner | 12 | \$ 122.00 | \$ 1,464.00 |
| | GIS Specialist | 4 | \$ 110.00 | \$ 440.00 |
| | Graphic Designer | 4 | \$ 111.00 | \$ 444.00 |
| | Senior CADD Technician | 4 | \$ 110.00 | \$ 440.00 |
| | | 94 | | \$ 14,012.00 |
| * - Key Personnel | | | | |

EXHIBIT "D"
ADDITIONAL SERVICES FEE SCHEDULE

| MARLIN ENGINEERING, INC. | |
|---|-----------------------|
| Job Classification | Max Rates/Hour |
| Senior Engineer | \$ 194.70 |
| Project Engineer | \$ 180.00 |
| Project Manager/Chief Planner | \$ 188.00 |
| Assistant Project Manager/Strategic Planner | \$ 144.00 |
| Project Planner | \$ 122.00 |
| Strategic Planner | \$ 122.00 |
| Senior Traffic Engineer | \$ 185.40 |
| Traffic Engineer | \$ 180.00 |
| Senior Designer | \$ 129.00 |
| Graphic Designer | \$ 111.00 |
| GIS Specialist | \$ 110.00 |
| Senior CADD Technician | \$ 110.00 |
| Engineer Intern | \$ 111.00 |
| Project Surveyor | \$ 176.01 |
| Survey Technician | \$ 90.87 |
| 2-Man Survey /SUE Crew | \$ 135.00 |
| 3-Man Survey/SUE Crew | \$ 183.00 |
| GIS Technician | \$ 105.00 |
| CADD Technician | \$ 87.00 |
| Engineering Technician | \$ 64.50 |
| Senior Construction Inspector | \$ 99.00 |
| Construction Inspector | \$ 64.50 |
| Certified Bridge Inspector Supervisor | \$ 171.30 |
| Senior Certified Bridge Inspector / Diver | \$ 110.00 |
| Assistant Bridge Inspector | \$ 61.50 |
| Clerical | \$ 75.00 |



MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor, and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: November 12, 2020
Subject: Recommendation on General Landscape Services Request for Proposals (RFP) # 2020-07 and Town Administration Analysis

The Town of Surfside released a Request for Proposal (RFP) for comprehensive general landscape maintenance services in order to serve the landscape needs of the Town. See Exhibit A – “Tabulation Results”. Additional scope of work included a price sheet for on demand services and emergency disaster recovery services. The current contract was a piggy-back contract from the City of Sunny Isles Beach which was converted month to month on September 30th, 2020. Along with the RFP, Town administration also evaluated the option of performing the scope of work in-house through the creation of a greenspace management division within Public Works. The current Piggy-back contract retainer through the City of Sunny Isles is for a total of \$372,000 per fiscal year.

The General Landscape Maintenance RFP was advertised on August 26th, 2020 and bid openings occurred on October 1st, 2020. A total of six contractors provided a proposal with one being disqualified due to an incomplete package. The bidders were:

- Brightview Landscaping
- SFM Services
- Main Guy Landscaping
- TENUSA, Inc.
- Visual scape Inc.
- Superior Landscaping (Disqualified)

A Town evaluation committee of three administration staff members was composed to review RFP # 2020-07 in order to evaluate qualification packages and determine how to proceed with awarding.

In order to obtain the best pricing for service, three options were evaluated and compared for the same scope of work. Option One is the in-house cost of a landscape division within Public Works which had been previously provided to the Commission. Option Two is the lowest cost single contractor from the RFP letting results. Option Three is the optimized lowest cost per category from multiple contractors from the RFP letting.

All options and respective costs can be found in **Table A** – “*Summary of Costs*” below:

| Option # | Option | Total Yearly Cost | Contract Duration | Comments |
|-----------------|--|--------------------------|--------------------------|---|
| 1 | In-House | \$270,410.00 | NA | Startup cost divided into 5 years |
| 2 | Award Lowest Bidder of RFP # 2020-07 | \$283,903.26 | 5 years | SFM Services, Inc. lowest bidder |
| 3 | Award RFP to Lowest Bidder of Each Section | \$238,430.00 | 5 years | Brightview Landscaping and SFM Services, Inc. |

Town Administration recommends Option Three since it allows for the most cost savings while enhancing debris removal capability and doesn't require Town resources to manage crews or store equipment on limited Town property. The General Landscape Maintenance RFP also allows the Town competitive pricings for on demand services and emergency recovery services in the event of a severe weather event. Option Three would award Parking Lots and Parks and Recreation Facilities to Brightview Landscaping; and Right of Way properties to SFM Services.

The Town Administration seeks approval to proceed with contracting with Brightview Landscaping for \$128,890 a year for Parks and Recreation Facilities and Parking Lots and to proceed with contracting with SFM Services, Inc. for \$109,540 for Town Right of Way areas. The total annual cost for general maintenance landscape services will total to \$238,430. Each contract will be for a period of 5 years with mutually agreeable annual extensions with no rate changes and may be terminated with 30-day notice.

These new contracts will provide savings to the Town of \$133,570 per year or \$667,850 over the next five (5) years.

Reviewed by: JG

Prepared by: HG



Town of Surfside
Price Submittal Summary
General Monthly Maintenance
RFP # 2020-07

Exhibit "A"

| Item Number | Item Description / Location | Brightview Landscaping | SFM Services, Inc. | Main Guy Landscape Services | Tenusa Inc. | VisualScape Inc. |
|--|---------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | | Total (Total cost per year) | Total (Total cost per year) | Total (Total cost per year) | Total (Total cost per year) | Total (Total cost per year) |
| 1.0.0 | <u>Park and Recreation Facilities</u> | \$ 86,740.00 | \$ 110,494.27 | \$ 134,040.00 | \$ 100,200.00 | \$ 87,360.00 |
| 2.0.0 | <u>Parking Lots</u> | \$ 42,150.00 | \$ 63,868.99 | \$ 88,080.00 | \$ 96,540.00 | \$ 51,144.00 |
| 3.0.0 | <u>Right of Way</u> | \$ 168,650.00 | \$ 109,540.00 | \$ 161,880.00 | \$ 125,160.00 | \$ 175,380.00 |
| Total Cost of Yearly General Maintenance Landscape Services | | \$ 297,540.00 | \$ 283,903.26 | \$ 384,000.00 | \$ 321,900.00 | \$ 313,884.00 |

Lowest bidder of each section

\$86,740.00
 \$42,150.00
 \$109,540.00
\$238,430.00

RESOLUTION NO. 2020 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING THE PROPOSALS AND AWARDING AGREEMENTS PURSUANT TO RFP NO. 2020-07 FOR COMPREHENSIVE LANDSCAPE MAINTENANCE AND RELATED SERVICES TO: (1) BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR PARKS & RECREATION FACILITIES AND TOWN PARKING LOTS, ADDITIONAL ON-DEMAND SERVICES AND DISASTER DEBRIS RECOVERY SERVICES, AND (2) SFM SERVICES, INC. FOR TOWN RIGHT-OF-WAY PROPERTIES, ADDITIONAL ON-DEMAND SERVICES AND DISASTER DEBRIS RECOVERY SERVICES; AUTHORIZING AGREEMENTS WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. AND SFM SERVICES, INC. FOR SUCH SERVICES; AUTHORIZING THE TOWN MANAGER TO FINALIZE AND ENTER INTO THE AGREEMENTS FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to procure and obtain competitive pricing for (i) comprehensive general landscaping maintenance services for the Town’s Parks & Recreation facilities, parking lots, and right-of-ways, (ii) on-demand additional services, and (iii) hurricane and storm preparation and recovery services, including disaster debris recovery services (collectively, the “Services”); and

WHEREAS, on August 26, 2020, the Town issued Request for Proposals No. 2020-07 (“RFP”) to competitively procure the Services, and received five (5) responsive proposals in response to the RFP; and

WHEREAS, the five proposals were evaluated and ranked by an Evaluation Committee; and

WHEREAS, in order to provide cost savings and efficiency, the Evaluation Committee and the Town administration recommend awarding the Services to two contractors: (1) Brightview Landscape Services, Inc. (“Brightview”) and (2) SFM Services, Inc. (“SFM Services”); and

WHEREAS, the Evaluation Committee and Town administration recommend awarding Brightview a contract for: (i) monthly general maintenance services for the Town’s Parks and Recreation facilities and parking lots at a cost of \$128,890.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms submitted by Brightview and attached to the Agreement; and

WHEREAS, the Evaluation Committee and Town Administration have further recommended awarding SFM Services a contract for: (i) monthly general maintenance services to include Town Right-of-Ways at a cost of \$109,540.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms submitted by SFM Services and attached to the Agreement; and

WHEREAS, the Town Commission wishes to award agreements for the Services to Brightview and SFM Services and authorize the Town Manager to finalize and execute the agreements, in substantially the forms attached hereto as Exhibits “A” and “B,” respectively (the “Agreements”), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that the award of the Agreements for the Services to Brightview and SFM Services 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 Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Selection and Award of Agreement to Brightview. Brightview is selected and awarded an agreement, in substantially the same form attached hereto as Exhibit “A,” pursuant to the RFP to provide: (i) general maintenance services for the Town’s Parks and Recreation facilities and parking lots at a cost of \$128,890.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms affixed to the Agreement attached hereto as Exhibit “A.”

Section 3. Selection and Award of Agreement to SFM Services. SFM Services is selected and awarded an agreement, in substantially the same form attached hereto as Exhibit “B,” pursuant to the RFP to provide: (i) general maintenance services for the Town’s Right-of-Ways at a cost of \$109,540.00 per year, (ii) additional on-demand services, and (iii) disaster debris recovery services, as needed, all in accordance with the Price Submittal Schedule Forms affixed to the Agreement attached hereto as Exhibit “B.”

Section 4. Authorization and Implementation. The Town Manager and Town Officials are authorized to finalize and enter into the Agreements with Brightview and SFM Services substantially in the forms attached hereto as Exhibits “A” and “B”, respectively, subject to final approval as to form and legal sufficiency by the Town Attorney. The Town Manager and Town Officials are further authorized to take all necessary action to implement the Agreements and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of November, 2020.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, 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”

(Professional Services Agreement with Brightview Landscape Services, Inc.)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT (this “Agreement” or this “Contract”) is made effective as of the _ day of _____, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the “Town”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Florida corporation (hereinafter, the “Contractor”).

WHEREAS, on August 26, 2020, the Town issued Request for Proposals (RFP) No. 2020-07 seeking qualified firms for Comprehensive Landscape Maintenance and Related Services, which RFP is incorporated herein by reference; and

WHEREAS, Contractor submitted a proposal in response to the RFP for general landscape maintenance services, including additional on-demand services and Disaster Debris Recovery Services; and

WHEREAS, after reviewing the proposals submitted in response to the RFQ, the Evaluation Committee and Town administration recommended entering into a non-exclusive professional services agreement for the provision of (i) general landscape maintenance services for the Town’s Parks and Recreation Facilities and Parking Lots (the “Landscape Maintenance Services”), (ii) additional on-demand services (“Additional On-Demand Services”), and (iii) hurricane and storm preparation and recovery services, including disaster debris recovery services (“Disaster Debris Recovery Services”) (hereinafter, the Landscape Maintenance Services, the Additional On-Demand Services and the Disaster Debris Recovery Services collectively referred to as the “Services”); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon Unit Pricing for the various Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Services, and to 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:

1. Scope of Services.

1.1. Landscape Maintenance Services for Parks and Recreation Facilities and Town Parking Lots.

1.1.1. Contractor shall provide the Landscaping Maintenance Services for Parks and Recreation Facilities and Town Parking Lots, as set forth in the (i) the Contractor’s Proposal attached hereto Exhibit “A” and incorporated herein by reference, and (ii)

the Landscape Maintenance Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

- 1.1.2. Contractor shall perform the Landscape Maintenance Services for the Town’s Parks and Recreation Facilities and Parking Lots identified in the Landscape Maintenance Location Map attached hereto as Exhibit “C” and incorporated herein by reference.

1.2. Additional On-Demand Services.

- 1.2.1. Contractor shall provide Additional On-Demand Services, as requested and approved in writing by the Town and upon delivery of a Notice to Proceed by the Town on a non-exclusive basis as set forth in the (i) the Contractor’s Proposal attached hereto Exhibit “A” and incorporated herein by reference, and (ii) the Scope of Services for Additional On-Demand Services attached hereto as Exhibit “D” and incorporated herein by reference.

1.3. Disaster Debris Recovery Services.

- 1.3.1. Contractor shall provide the Disaster Debris Recovery Services upon delivery of a Notice to Proceed by the Town on a non-exclusive basis, as set forth in the Contractor’s Proposal attached hereto as Exhibit “A,” and the Disaster Debris Recovery Scope of Services attached hereto as Exhibit “E” and incorporated herein by reference.

- 1.3.2. The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to Contractor. A representative will be designated by the Town (the “Town Representative”) to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after the activation of this Agreement via a written Notice to Proceed. The Town Representative shall have full authority to act on behalf of the Town on all matters required under this Agreement. The Town is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available Emergency/Disaster Recovery Debris Services. Contractor may assist the Town with the development of Debris-based PSA(s), if requested.

- 1.3.3. Contractor Representative. Contractor shall have a knowledgeable and responsible Manager/Supervisor report to the Town’s Representative within twenty-four (24) hours following delivery of a Notice to Proceed by the Town. Contractor’s Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted Disaster Debris Recovery Services, as set out in this Agreement, Exhibit “A,” and Exhibit “E” attached hereto.

- 1.3.4. Mobilization. When the Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 48 hours. The

balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

1.3.5. Time to Complete. Contractor shall complete all directed work on a timely basis and as set out in Exhibit "E," the Disaster Debris Recovery Scope of Services, of this Agreement in the timeframe(s) provided in the Notice to Proceed and/or work authorization issued by the Town Manager. The Town Manager may extend the time to complete the directed work. However, in no case shall the work be completed beyond 180 days from any applicable declaration of a state of emergency, unless extended by the Town Manager.

1.3.6. Contractor shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter, and additional collection can only be accomplished by the use of hand labor.

1.3.7. Extensions. In as much as this is a "time is of the essence" based Agreement, the commencement of contracted services will be as set out in the Section 1.3.4. If the completion of this Agreement is delayed by actions of the Town or force majeure events, then the time to complete specified in Section 1.3.5 shall be extended for such time as caused by the delay to allow the Contractor to complete the performance of the Agreement. This Agreement may also be extended by mutual consent of both the Town and the Contractor for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of Contractor or Town.

1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

1.5. Contractor shall be responsible for planning and conducting Landscape Maintenance and Disaster Debris Recovery Services in a satisfactory workmanship manner. Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Town Representative. Contractor shall have and require strict compliance with accepted ethical practices.

1.6. Contractor will supervise and/or direct all contracted services. Contractor is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. Contractor will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall commence on the Effective Date and continue for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8.

Additionally, the Town Manager, on his discretion, may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1. **Compensation for Landscape Maintenance Services.** Contractor will invoice the Town monthly and be paid for the Landscape Maintenance Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for General Monthly Landscape Maintenance Services attached hereto as Exhibit “F,” in an amount not to exceed \$128,890.00 per year.

3.2. **Compensation for Additional On-Demand Service.** Contractor will invoice the Town and be paid for the Additional On-Demand Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Additional On-Demand Services attached hereto as Exhibit “G.”

3.3. **Compensation for Emergency/Disaster Debris Recovery Services.** Contractor will invoice the Town and be paid for this contracted service in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.1. **Unit Price for Debris.** The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization as may be directed by the Town. All eligible contracted Debris shall be invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.2. **Unit Prices for Stumps.** The Town will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding unit pricing or rates invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.3. **Billing Cycle.** Contractor shall invoice the Town on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

3.3.4. **Payment Responsibility.** The Town agrees to accept the Contractor’s invoice(s) and supporting documentation showing performance of Disaster Debris Recovery Services, as further set out under Exhibit “E,” and process said invoices for payment within 30 days of receipt of the Contractor’s invoice. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice. The Town shall pay the Contractor in

accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

3.3.5. **Ineligible Work.** Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the Town, the State of Florida, FEMA, and/or the federal government as ineligible Debris, or for stumps or other services that have not been requested or approved by Town. Based on the current guidance, FHWA will only reimburse the Town for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the Town. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the agreement.

3.3.6. **Eligibility.**

3.3.6.1. **Damage Categorization.** Contractor shall properly group all Disaster Recovery Services in accordance with FEMA's damage categories.

3.3.6.2. **Eligibility Inspections.** Contractor and the Town or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E".

3.3.6.3. **Eligibility Determinations.** If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the Temporary Debris Storage and Reduction Site ("TDSRS"). Contractor will not invoice the Town for such load(s) until the issue of eligibility is resolved.

3.3.7. **Specialized Services.** In connection with the performance of Disaster Debris Recovery Services, the Contractor may invoice the Town for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E." Additional specialized services or equipment will only be performed or provided if/when directed by the Town. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit "H."

3.4. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subcontractors.**

- 4.1. Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Contractor may only utilize the services of a 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.

5. Town's Responsibilities.

- 5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

- 6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2. Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any services to any private sector entities (corporations, developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

- 8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.
- 8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3. In the event of termination by the Town, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the 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 and may be increased by the Town as it deems necessary or prudent.
 - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. 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 Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. 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. 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.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses

of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3. Notwithstanding the provisions above, the Town may be required to enter into agreements with federal and/or state agencies in connection with the provision of Emergency/Disaster Relief Services. Contractor shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

16. Ownership and Access to Records and Audits.

16.1. 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).

16.2. 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.

16.3. 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.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. 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.

16.8. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

16.9. Contractor shall comply with the following FEMA records access requirements:

16.9.1. Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

16.9.2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16.9.3. Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.

16.9.4. In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Contractor shall provide the Services in compliance with Resolution No. 2019-2646, incorporated herein by this reference and made a part hereof, and Chapter 90, Article VIII, "Landscape Requirements" of the Town Code of Ordinances.

20.2. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit. 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.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Conflicts. This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

26.1.1. First Priority: Exhibit “I,” FHWA-1273;

26.1.2. Second Priority: This Agreement and all Attachments and Exhibits (except Exhibits “A” and “I”)

26.1.3. Thirds Priority: the RFQ;

26.1.4. Fourth Priority: Exhibit “A”, Contractor’s Proposal.

27. 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.

28. Bonding. The Contractor shall furnish to the Town, within 72 hours of the issuance of a Notice to Proceed for Disaster Debris Recovery Services, a Performance and Payment Bond executed by the Contractor, and surety company authorized to do business in the State of Florida, in an amount equal to the value established (including any contingency amounts) within an issued Notice to Proceed and/or work authorization, which bond shall be conditioned upon:

1. the successful completion of all work, labor, services, materials to be provided and furnished;
2. the payment of all subcontractors, materials and laborers; and
3. paying the Town all loss, damages, expenses, costs and attorneys’ fees, including appellate proceedings, that Town sustains because of a default by Contractor under the Agreement.

If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. The Town will only accept a Performance and Payment Bond issued by a firm with an A.M. Best rating of “A-“ (Excellent) or better. Contractor shall provide a letter from the Contractor’s bonding company that verifies the Contractor can comply with this requirement and is capable of having a bond issued in an amount equal to or exceeding \$10,000,000.00.

Contractor’s failure to provide and maintain the Performance and Payment bond required by this Agreement shall be grounds for termination, and the Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required bond.

29. Federal Requirements. Contractor agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit "T" and incorporated herein by reference, and the following terms and provisions for all Disaster Debris Recovery Services that are federally funded and reimbursable:

29.1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. In accordance with 2 C.F.R. § 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Contractor to take regarding subcontractors must include:

29.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

29.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

29.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

29.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

29.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29.2. Debarment and Suspension. The Town and the Contractor are subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

29.2.1. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Contractor is required to verify that the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

29.2.2. Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

29.2.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

29.2.4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29.3. Procurement of recovered materials. The Town and the Contractor agree to comply with 2 C.F.R. § 200.322:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.4. Davis-Bacon Act.

29.4.1. All transaction regarding this Agreement shall be done in compliance with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

29.4.2. Contractor is required to pay wages to laborers at a rate not less than the prevailing wages specified in the wage determination made by the U.S. Secretary of Labor.

29.4.3. Contractors must pay wages not less than once a week.

29.5. Copeland Anti-Kickback Act.

29.5.1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

29.5.2. Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

29.5.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

29.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

29.7. Americans with Disabilities Act of 1990. Contractor shall remain in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor providing services in connection with this Agreement complies with all applicable requirements of the Americans with Disabilities Act of 1990 and the Florida Americans with Disabilities Accessibility Implementation Act of 1993 (F.S. § 553.501-513).

29.8. Buy America Requirements. Contractor shall comply with Buy America requirements under 23 C.F.R. 635.410.

29.9. Disadvantage Business Enterprise Program Requirements. Contractor shall comply with 49 C.F.R. Part 26.

29.10. Compliance with the Contract Work Hours and Safety Standards Act.

29.10.1. Contractor or its subcontractors contracting for any part of the Services under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.10.2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard

workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

29.10.3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

29.10.4. Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29.11. Clean Air Act.

29.11.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C. § 7401 et seq.

29.11.2. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.11.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

29.12. Federal Water Pollution Control Act.

29.12.1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

29.12.2. Contractor agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.12.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

29.13. DHS Seal, Logo, and Flags. Contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

29.14. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

29.15. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

29.16. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

29.16.1. Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

29.16.2. The Town shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

29.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

The Proposal from Brightview Landscape Services, Inc. is incorporated by this reference and made a part hereof.

**EXHIBIT “B”
LANDSCAPE MAINTENANCE SCOPE OF SERVICES**

SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Agreement are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

| Scope of Services |
|-------------------------------|
| Irrigation |
| Mowing |
| Trimming |
| Shrub Pruning |
| Mulching |
| Weed Control |
| Tree and Palm Pruning |
| Fertilization |
| Pest Scouting and Treatment |
| On Demand Additional Services |
| Hurricane/Storm Services |
| Locations of Services |

3.2.3. Service Areas.

3.2.3.1. The areas to be serviced and included in this RFP are shown in the Landscape Maintenance Locations Map, attached hereto as Exhibit “C,” and consist of Town property, parks, rights-of-ways, and common areas, which include but are not limited to hardpack, walking path, dunes, beach ends, and street ends.

3.2.3.2. Each area of service is different and the scope of work shall vary by location as follows:

| Item Number | Item Description / Location | Sod | Trees | Hedges |
|-------------|---|--------|--------|--------|
| 1.0.0 | <u>Park and Recreation Facilities</u> | | | |
| 1.1.1 | Town of Surfside Community Center | YES | YES | YES |
| 1.1.2 | Veterans Park and Tennis Center | YES | YES | YES |
| 1.1.3 | 96th Street Park | YES | YES | YES |
| 1.1.4 | Hawthorne Tot Lot | YES | YES | YES |
| 1.1.5 | Dog Park - Surfside Paws Up Park | YES | YES | YES |
| 1.1.6 | Community Garden (Including lift station) | YES | YES | YES |
| 2.0.0 | <u>Parking Lots</u> | | | |
| 2.0.1 | Abbott Parking Lot | NO | YES | YES |
| 2.0.2 | 94th Street Parking Lot | NO | YES | YES |
| 2.0.3 | Town Hall Parking Lot | NO | YES | YES |
| 2.0.4 | 93rd Street Parking Lot | NO | YES | YES |
| 2.0.5 | 95th Street Parking Lot | NO | YES | YES |
| 2.0.6 | Collins Avenue Parking Lot | NO | YES | YES |
| 3.0.0 | <u>Right of Way</u> | | | |
| 3.1.1 | Beach Ends | YES | YES | YES |
| 3.1.2 | Street Ends | YES | YES | YES |
| 3.1.3 | Hardpack / Walking Path | NO | NO | NO |
| 3.1.4 | Harding Avenue Roadway (Downtown Surfside) | NO | YES | YES |
| 3.1.5 | All Right of Way (ROW), roundabouts and medians | VARIES | VARIES | VARIES |

3.2.3.3. A Tree Inventory Schedule, attached hereto as Exhibit “J,” outlines the number of trees in each service area that will require Landscaping Maintenance Services from the Contractor.

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2 All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3.2.4.3. All Contractors shall comply with all sections of these Specifications.

3.2.4.4. No Services are to be subcontracted without the prior written consent of the Town.

3.2.4.5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.7. Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. The Town may require the Contractor to have at least one (1) utility vehicle on site (7) days a week. Every commercial vehicle operated on the streets of the Town shall at all times display, permanently affixed and plainly marked on both sides, the Contractor’s name and telephone number. If a vehicle is rented, the information may be affixed

to signs made of magnet and attached at all times while operating within the boundaries of the Town.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used in the performance of Landscaping Maintenance Services for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Town Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Town.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.4.1 IRRIGATION

The contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Town. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Town for repair. Material pricing shall be provided for approval prior to proceeding with repairs.

3.4.2 MOWING

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each fourteen (14) days year-round. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting

height. Total number of cuts per year shall be at least 26. Mulching mowers are preferred. Any additional requests for moving may be made by the Town and paid at awarded rate per location.

3.4.2.2 Mowing height shall be no less than 3.0” for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher. Height shall be approved by the Town under other circumstances not listed.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing. Any animal waste products and or dead animals shall be removed prior to cutting.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later. If any injuries occur, they are to be reported to the Town for further direction.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations. All grass clippings, leaves or other vegetation are to be hauled out by the contractor.

3.4.2.7 Not all locations require mowing. Locations that require bi-weekly mowing are park and recreation facilities and various rights-of-way. The contractor is to walk these locations prior to submitting pricing to make determination.

3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 26.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes. Clippings shall not

be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations.

3.4.3.5 All trimmings shall be collected regularly and disposed of at authorized dumping or recycling sites. Tickets for dumps shall be collected and quantified at the end of the month and provided to the Town.

3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, rights-of-way, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless pre-approved by the Town.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in parking lot areas and adjacent rights-of-way areas shall be maintained at a maximum height of 36" from the top of the adjacent curb. Visibility into parking lots and rights-of-way shall not be obstructed by over growth.

3.4.4.8 All palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of

a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be “cleaned” to remove all young stems.

3.4.4.10 All hardwood trees which are less than fifteen (15) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other “cleaning”, “thinning”, or “raising” of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.5.4 Mulching is not allowed in Right of Way areas. Mulching will be limited to parks and recreation; street ends and beach end properties as well as parking lots where pre-approved by the Town.

3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings (“volunteers”) in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fence lines, or other hardscape areas shall be removed by hand. The use of Round-Up (Glyphosate) herbicide is not permitted. Any

spray on applications of other herbicides must confirm with Town ordinance and be pre-approved by the Town after specifications have been submitted for review.

3.4.6.3 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations, ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one yearly, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained. If 12-foot clearance can't be accomplished due to age of tree, pruning should occur in such a way to not obstruct parking stalls.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, light posts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases (“boots” and “thatch”) shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining “boots” or “thatch” by cutting or pulling.

3.5.12 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the Contractor at no cost to the Town, no later than thirty (30) days after notification by the Town.

3.5.14 Sea grapes and hardwood on walking path as well as in other areas are to be trimmed following FDEP guidelines for sea grape trimming.

3.5.15 Address requirements for Dune, walking path and hardpack, if any.

3.6. SCOPE OF WORK – FERTILIZATION

3.6.1 FERTILIZER TYPES

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., “Palm Special” 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e. Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter’s 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

3.6.2 FERTILIZATION FREQUENCY

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

3.6.3 FERTILIZER RATES

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planter's underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, blown, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Town when fertilizing in order to coordinate irrigation appropriately. Irrigation is to be performed by Contractor.

3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in compliance with and in accordance with all State, County, Town and applicable laws and regulations pertaining to the handling and usage of hazardous materials. Pesticides must be pre-approved by the Town prior to use.

3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fire ant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fire ant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined and pre-approved by the Town after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using Atrazine shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using Atrazine or another approved product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and hedges shall be provided on an as-needed basis, using the most appropriate products, as directed on product labels.

3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate pesticide following all label directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using Ronstar (Oxadiazon) or Surflan (Oryzalin) or a similar material may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicides are prohibited and may not be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape or landscape areas.

EXHIBIT "C" LANDSCAPE MAINTENANCE LOCATIONS MAP



EXHIBIT “D”
SCOPE OF SERVICES FOR ADDITIONAL ON-DEMAND SERVICES

Additional non-routine on-demand services may be requested by the Town as provided in the On-Demand Additional Price Submittal Schedule Form attached hereto as Exhibit “G”, and may include, but are not limited to the following:

- (a) Seasonal Flower Placement
- (b) Event Landscaping
- (c) Sod Replacement
- (d) New Plant Installation
- (e) Tree or Stump Removal
- (f) Straightening or Resetting of Trees
- (g) Tree Relocation
- (h) Athletic Field Maintenance
- (i) Public Works’ Miscellaneous jobs
- (j) Holiday and Special Events (setup and cleanup)

EXHIBIT “E”
DISASTER DEBRIS RECOVERY SCOPE OF SERVICES

1.0 DISASTER DEBRIS RECOVERY SERVICES

1.1 Scope of Contracted Services. The recitals above are true and correct and are incorporated herein by reference. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster-related debris (hereinafter referred to as “Debris”)*, including hazardous and industrial waste materials, and within the time specified in the timeframes provided in the Town’s Notice-to-Proceed. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

1. That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
2. That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected areas of the Town to the benefit of the Town at large.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed after the delivery to the Contractor of an Approved Work Authorization and a Notice-to-Proceed by the Town. The Contractor shall load and haul the Debris collected from within the legal boundaries of the Town to a site(s) specified by the Town.

1.2 Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the Town or the Government’s applicable representatives (the “Monitoring Team”). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the Town’s Notice-to-Proceed unless extended by the Town in accordance with FEMA Regulation 325. Once this Debris push task is accomplished, the following additional tasks will begin as requested by the Town.

1.3 Right-of-Way (ROW) Removal. Contractor shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the Town. The Debris shall be delivered to a Town designated Temporary Debris Storage and Reduction Site (“TDSRS”) for processing. Contractor shall use reasonable care to prevent damage to Town or private property not already damaged by the disaster event in the process of ROW Debris removal. Contractor shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal (*if implemented*). Contractor will remove ROE Debris from private property with due diligence, as directed by the Town or the Monitoring Team. Contractor agrees to make reasonable efforts to save from destruction items that the property

owners wish to save, (i.e., trees, small buildings, etc.) Contractor will exercise reasonable care when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made by the Town to mark these utilities. Contractor does not warrant that utility damages will not occur as a result of conducting the services provided under this Agreement and shall be liable only for those damages caused by its negligence or intentional wrongdoing.

1.5 Demolition of Structures (*if implemented*). Contractor will demolish any unsafe structures designated for removal only at the direction of the Town or the Monitoring Team. Contractor agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the Town as set out in Section 1.1 above.

1.6 Private Property Waivers. The Town will secure all necessary permissions, waivers and right-of-entry agreements from property owners for the removal of Debris and/or demolition of structures from private residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of TDSRS. Contractor shall operate and manage all TDSRS as the Town may require and authorize. In doing so, the Contractor will perform all of the following actions and services:

1. Prepare a layout plan for each TDSRS;
2. Provide the Town with a pre-use condition report of the TDSRS, to include soil test, photos and other evidence of prior use and conditions;
3. Provide site security, traffic control, fire safety, tower construction and any environmental safe guard requirements in compliance with applicable law;
4. Process all Debris as directed by the Town, to include grinding, incineration, and/or compaction with as much separation as may be practical;
5. Separate white goods for specialized disposal as directed by the Town; and
6. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis.

1.8 Disaster Recovery Technical Assistance. Contractor will provide, upon request of the Town, Disaster Recovery Technical Assistance to elected and appointed officials within the Town. This service shall include reasonable support guidance on all aspects of the recovery process. Emphasis will be on Debris management and disaster grants. Contractor will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior Contractor team member with the goal of assisting the Town to receive the maximum reimbursement available from external sources.

1.9 Other Disaster Services. The Town may require, request and direct the Contractor to supply and/or perform other/additional services not set out in Section 1.0 above, provided reasonably related to the disaster recovery and remediation. The scope of these additional tasks, and the compensation to be paid therefore, including reasonable Contractor overhead and profit, as agreed by the parties, shall be conveyed in writing to the Contractor and any such writing shall become an amendment to this Agreement upon approval and execution by the parties.

1.10 Additional Support Services. Contractor can/will provide *Additional Support Services* as requested by the Town. Contractor maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to, emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bioterrorism remediation. In the event the Town requests the Contractor to provide *Additional Support Services*, the Contractor will deliver in writing a price or cost for each service requested for consideration and negotiation with the Town.

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Agreement impractical. Contractor will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to Contractor. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Agreement

2.0 Performance of Services

2.1 Geographic Assignment. The geographic boundary for work by the Contractor hereunder shall be as directed by the Town and will be limited to properties located within the Town's legal boundaries.

2.2 Multiple, Scheduled Passes. Contractor shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the Town. Upon agreement between the Town and the Contractor, the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

2.3 Operation of Equipment. Contractor shall provide a minimum of 10 trucks to respond to a disaster event. The type of trucks shall be selected by the Town Manager at the time of issuance of a Notice to Proceed. In addition, the Town Manager may increase or decrease the minimum number of trucks upon mutual agreement at the time of issuance of a Notice to Proceed and/or work authorization to correspond to an event activation. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town. Should operation of equipment be required outside of the public ROW, the Town will provide a Right-of-Entry Agreement, as set out in Section 1.6 above.

2.4 Certification of Load Carrying Capacity. Contractor shall submit to the Town a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town or Monitoring Team and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the Town by the Contractor.

2.5 Vehicle Information. The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

2.6 Security of Debris during Hauling. Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

2.7 Traffic Control. Contractor shall mitigate the impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

2.8 Monitoring of Debris Operations. The Government may require that the Town conduct a Debris monitoring program. Contractor will assist the monitoring team if this activity is by force account or contracted. Contractor will cooperate and coordinate with the Debris monitoring team/firm in all aspects of the team activity. Logistical support and reports to the Town on Debris monitoring activities are the responsibility of the team manager or monitoring Contractor.

2.9 Work Days/Hours. Contractor may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the Town following consultation with and notification to the Contractor.

2.10 Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. Contractor will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. Contractor may use the services of a subcontractor specializing in the management and disposal of such materials and waste if the Contractor is directed to conduct such operations by the Town.

2.11 Stumps. All hazardous/eligible stumps identified by the Town will be extracted, loaded, transported, stored, reduced and disposed of in accordance with the standards of this Agreement. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented and invoiced by the Contractor for payment in accordance with the rates contained on Exhibit “H,” “Disaster Debris Recovery Price Submittal Schedule Form.”

2.12 Utilizing Local Resources. Contractor shall, to the extent practicable, give priority to utilizing resources within the Town. This local preferences priority will include, but not be limited to, debris hauling, procurement of services, supplies, and equipment, and awarding other recovery service subcontracts and employment to the local workforce.

2.13 Work Safety. Contractor shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The Contractor will provide such safety equipment, training and supervision as may be required by the Town and/or Government. Contractor shall ensure that its subcontracts contain a similar safety provision.

2.14 Inspection and Testing. All Debris shall be subject to adequate inspection by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the Town and Contractor.

2.15 Other Contractor(s). Contractor shall acknowledge the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. Town shall have the right to contract with any other Contractor or subcontractor for the contracted services or *Additional Support Services* provided herein. The Town shall have the right to recover the difference in price for any alternative or replacement performance provided by another contractor.

3.0 Debris Ownership.

3.1 Ownership of Debris. All debris actually collected by the Contractor pursuant to a Notice to Proceed and/or work authorization shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

3.2 Disposal of Debris. Unless otherwise directed by the Town, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the Town. Other additional sites may be utilized as directed and/or approved by the Town.

4.0 REPORTS CERTIFICATIONS and DOCUMENTATION.

4.1 Accountable Debris Load Forms. The Town shall accept the serialized copy of the Contractor’s Debris reporting ticket(s) as the certified, original source documents to account for

the measurement and accumulation of the volume of Debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

4.2 Reports. Contractor shall submit periodic, written reports to the Town as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to the following.

4.2.1 Daily Reports. The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty-four (24) hours.

4.2.2 Weekly Summaries. A weekly summary of all information contained in the daily reports will be provided to the Town. Contractor will provide this report within two business days after the end of the week. Contractor will provide both reports in written and electronic format if requested.

4.2.3 Report(s) Delivery. The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the Town in consultation with the Contractor.

4.2.4 Final Project Closeout Report. Upon final inspection and/or closeout of the project by the Town, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town. If requested, the Contractor will provide additional information to adequately document the conduct of the Debris management operations for the Town and/or Government, to include electronic spreadsheets.

4.3 Additional Supporting Documentation. Contractor shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capacity measurements as may be required by the Town and/or Government to support requests for Debris project reimbursement from external funding sources.

4.4 Report Maintenance. Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

4.5 Contract File Maintenance. Contractor will maintain this Agreement and the invoices that are generated for the contracted services for a period of not less than five (5) years.

EXHIBIT “F”
GENERAL MONTHLY LANDSCAPE MAINTENANCE
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity (Times per Month) | Total Months | Cost (Cost per each time) | Total (Total cost per year) |
|-------------|--|----------------------------|--------------------|---------------------------|-----------------------------|
| 1.0.0 | Park and Recreation Facilities | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 1.1.1 | Town of Surfside Community Center <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$883.83 | \$21,200.00 |
| 1.1.2 | Veterans Park and Tennis Center <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$883.83 | \$21,200.00 |
| 1.1.3 | 96th Street Park <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$658.33 | \$15,800.00 |
| 1.1.4 | Hawthorne Tot Lot <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$658.33 | \$15,800.00 |
| 1.1.5 | Dog Park - Surfside Paws Up Park & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$270.83 | \$6,500.00 |
| 1.1.6 | Community Garden & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$260 | \$6,240.00 |
| 2.0.0 | Parking Lots | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> |
| 2.0.1 | Abbott Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$575.00 | \$6,900.00 |
| 2.0.2 | 94th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$575.00 | \$6,900.00 |
| 2.0.3 | Town Hall Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$575.00 | \$6,900.00 |
| 2.0.4 | 93rd Street Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$591.66 | \$7,100.00 |
| 2.0.5 | 95th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$600.00 | \$7,200.00 |
| 2.0.6 | Collins Avenue Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$595.83 | \$7,150.00 |
| 3.0.0 | Right of Way | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> |



Town of Surfside
Price Submittal Schedule Form
General Monthly Maintenance
 RFP # 220-07

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| Item Number | Item Description / Location | Quantity (Times per Month) | Total Months | Cost (Cost per each time) | Total (Total cost per year) |
|--|--|-------------------------------|--------------------|------------------------------|--------------------------------|
| 3.1.1 | Beach Ends <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$1,412.50 | \$33,900.00 |
| 3.1.2 | Street Ends <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$1,447.91 | \$34,750.00 |
| 3.1.3 | Hardpack / Walking Path <i>Rake leaves and loose vegetation from perimeters. Control perimeters as needed</i> | 1 | 12 | \$733.33 | \$8,800.00 |
| 3.1.4 | Harding Avenue Roadway (Downtown Surfside) <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$4,145.83 | \$49,750.00 |
| 3.1.5 | All Right of Way (ROW), roundabouts and medians <i>Maintenance of all sod, hedges and trees as needed - varies per location</i> | 2 | 12 | \$1,727.08 | \$41,450.00 |
| Total Cost of Yearly General Maintenance Landscape Services | | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> | \$297,540.00 |

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.

Authorized Signatory:
 Executed by: CHARLES GONZALEZ
 (Type or print name)
 Title: Sr. VP
 for (Company): BRIGHTVIEW

EXHIBIT "G"
ADDITIONAL ON-DEMAND SERVICES PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|----------------------------------|--------------------|--------------------|--------------------|----------------------|
| 1.0.0 | PERSONNEL | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 1.1.1 | One Landscape Supervisor | 8 | hours | \$35.00 | \$280.00 |
| 1.1.2 | One Landscape Laborer | 8 | hours | \$27.50 | \$220.00 |
| 1.1.3 | One Irrigation Technician | 8 | hours | \$45 | \$360.00 |
| 1.1.4 | One Dump Truck Operator | 8 | hours | \$35.00 | \$280.00 |
| 1.1.5 | One Equipment Operator | 8 | hours | \$45.00 | \$360.00 |
| 1.1.6 | One Operation Manager | 8 | hours | \$70.00 | \$560.00 |
| 1.1.7 | One Licensed Arborist | 8 | hours | \$65.00 | \$520.00 |
| 2.0.0 | EQUIPMENT | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 2.1.1 | One Dump Truck (less than 10 CY) | 1 | day | \$240.00 | \$240.00 |
| 2.1.2 | One Dump Truck (less than 10 CY) | 1 | day | \$240.00 | \$240.00 |
| 2.1.3 | One Bucket Truck | 1 | day | \$560.00 | \$560.00 |
| 2.1.4 | One Backhoe (Combination loader) | 1 | day | \$560.00 | \$560.00 |
| 2.1.5 | One Skid Steer with attachments | 1 | day | \$360.00 | \$360.00 |
| 2.1.6 | One Chipper | 1 | day | \$400.00 | \$400.00 |



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|---|--------------------|--------------------|--------------------|----------------------|
| 2.1.7 | One Tree Grinder | 1 | day | \$400.00 | \$400.00 |
| 2.1.8 | One Water Tank (500 Gal.) | 1 | day | \$340.00 | \$340.00 |
| 2.1.9 | 24" x 6" Wide Trencher | 1 | day | \$420.00 | \$420.00 |
| 2.1.10 | Grapple Loader (30 Cubic Yard capacity, equipment only) | 1 | day | \$760.00 | \$760.00 |
| 3.0.0 | Services and Materials | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 3.1.1 | Meril Soil Drench for Royal Palms (One application including follow up per year) | 1 | each application | \$20.00 | \$20.00 |
| 3.1.2 | Cygon Foliar Spray for Royal Palms (One application including follow up per year) | 1 | each application | \$20.00 | \$20.00 |
| 3.1.3 | Phoenix daetylifera/Phoenix canariensis Maintenance (Three applications per year) | 3 | each application | \$25.00 | \$75.00 |
| 3.1.4 | Rate for Topsoil (70/30 Mix) delivered and installed in place | 1 | cubic yard | \$70.00 | \$70.00 |
| 3.1.5 | Rate for Lawn Sand delivered and installed in place | 1 | cubic yard | \$70.00 | \$70.00 |
| 3.1.6 | Palm OTC Injection | 1 | each application | \$15.00 | \$15.00 |
| 3.1.7 | Date Palm trunk drench treatment for thielaviopsis paradoxa | 1 | each application | \$30.00 | \$30.00 |
| 3.1.8 | Solid St. Augustine "Floritam" Sod in place for lawn repair | 1 | square foot | \$0.90 | \$0.90 |
| 3.1.9 | 500 SQFT Palette of St. Augustine "Floritam" sod delivered and installed per Town direction | 1 | palette | \$450.00 | \$450.00 |
| 3.1.10 | Undyed Shredded Florimulch, Grade "A" or better delivered and installed in place | 1 | cubic yard | \$36.00 | \$36.00 |



Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|----------|------------------|-----------|----------------------|
| 3.1.11 | One Skid Steer loader with Operator | 1 | day | \$560.00 | \$560.00 |
| 3.1.12 | One Backhoe Combination with Operator | 1 | day | \$700.00 | \$700.00 |
| 3.1.13 | Foliar Spray to Combat Ficus Whitefly (4'-6' height hedge) | 1 | linear feet | \$2.50 | \$2.50 |
| 3.1.14 | Foliar Spray to Combat Ficus Whitefly (7'-12' height hedge) | 1 | linear feet | \$4.00 | \$4.00 |
| 3.1.15 | Drench to Combat Ficus Whitefly (4'-6' height hedge) | 1 | linear feet | \$2.50 | \$2.50 |
| 3.1.16 | Drench to Combat Ficus Whitefly (7'-12' height hedge) | 1 | linear feet | \$4.00 | \$4.00 |
| 3.1.17 | Drench to Combat Ficus Whitefly (Tree up to 25' Height) | 1 | each application | \$45.00 | \$45.00 |
| 3.1.18 | Drench to Combat Ficus Whitefly (Tree 25' - 35' Height) | 1 | each application | \$145.00 | \$145.00 |
| 3.1.19 | Drench to Combat Ficus Whitefly (Tree 35' and above) | 1 | each application | \$165.00 | \$165.00 |
| 3.1.20 | Micro-injectable systemic insecticide to combat whitefly (Tree up to 65" DBH) | 1 | Per injection | \$20.00 | \$20.00 |
| 3.1.21 | Micro-injectable systemic insecticide to combat whitefly (Tree 65" to 85" DBH) | 1 | Per injection | \$45.00 | \$45.00 |
| 3.1.22 | Micro-injectable systemic insecticide to combat whitefly (Tree above 85" DBH) | 1 | Per injection | \$85.00 | \$85.00 |
| 3.1.23 | Systemic Basal Bark/Root Application (Tree up to 65" DBH) | 1 | Per application | \$20.00 | \$20.00 |
| 3.1.24 | Systemic Basal Bark/Root Application (Tree 65" to 85" DBH) | 1 | Per application | \$45.00 | \$45.00 |
| 3.1.25 | Systemic Basal Bark/Root Application (Tree above 85" DBH) | 1 | Per application | \$65.00 | \$65.00 |



Town of Surfside
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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|----------|-------------------|-----------|----------------------|
| 3.1.26 | Plant 3 Gal. Clusia guttifera (Small-leaf Clusia) | 1 | each installation | \$12.00 | \$12.00 |
| 3.1.27 | Plant 7 Gal. Clusia guttifera (Small-leaf Clusia) | 1 | each installation | \$40.00 | \$40.00 |
| 3.1.28 | Plant 1 Gal. Arachis glabrata (Perennial Peanut) | 1 | each installation | \$6.00 | \$6.00 |
| 3.1.29 | Plant 3 Gal. Chrysobalanus icaco "Red Tip" (Red-Tip Cocoplum) | 1 | each installation | \$10.00 | \$10.00 |
| 3.1.30 | Plant 3 Gal. Chrysobalanus "Horizontalis" (Horizontal Cocoplum) | 1 | each installation | \$16.00 | \$16.00 |
| 3.1.31 | Plant 3 Gal. Coccoloba Uvifera (Sea grape) | 1 | each installation | \$10.00 | \$10.00 |
| 3.1.32 | Plant 3 Gal. Hamelia Patens (Firebush) | 1 | each installation | \$11.00 | \$11.00 |
| 3.1.33 | Plant 3 Gal. Conocarpus erectus (Green Buttonwood) | 1 | each installation | \$11.00 | \$11.00 |
| 3.1.34 | Plant 3 Gal. Conocarpus erectus "Sericeous" (Silver Buttonwood) | 1 | each installation | \$11.00 | \$11.00 |
| 3.1.35 | Plant 1 Gal. Dianella tasminica "Variegata" (Var. Blueberry Flax Lily) | 1 | each installation | \$6.00 | \$6.00 |
| 3.1.36 | Plant 3 Gal. Ficus microcarpa "Green Island" (Green Island Ficus) | 1 | each installation | \$12.50 | \$12.50 |
| 3.1.37 | Plant 3 Gal., Hamelia Patens "Compacta (Dwarf Firebush) | 1 | each installation | \$10.00 | \$10.00 |
| 3.1.38 | Plant 3 Gal. Ixora "Nora Grant" (Pink Ixora) | 1 | each installation | \$12.00 | \$12.00 |
| 3.1.39 | Plant 3 Gal Jasminum volubile (Wax Jasmine) | 1 | each installation | \$12.00 | \$12.00 |
| 3.1.40 | Plant 25 Gal. Jatropha integerrima (Jatropha) | 1 | each installation | \$125.00 | \$125.00 |



Town of Surfside
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On Demand Service Section (This is not included in monthly maintenance)
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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|---|----------|-------------------|-----------|----------------------|
| 3.1.41 | Plant 3 Gal. Microsorium scolopendrium (Wart Fern) | 1 | each installation | \$12.00 | \$12.00 |
| 3.1.42 | Plant 3 Gal. Muhlenbergia capillaris (Muchly Grass) | 1 | each installation | \$12.00 | \$12.00 |
| 3.1.43 | Plant 3 Gal. Schefflera arboricola "Dazzle" | 1 | each installation | \$13.00 | \$13.00 |
| 3.1.44 | Plant 3 Gal. Tripsacum dactylifera (Fakahatchee Grass) | 1 | each installation | \$10.00 | \$10.00 |
| 3.1.45 | Plant 3 Gal. Tripsacum floridana (Florida Gamma Grass) | 1 | each installation | \$10.00 | \$10.00 |
| 3.1.46 | Plant 7 Gal. Zamia furfuracea (Cardboard Palm) | 1 | each installation | \$45.00 | \$45.00 |
| 3.1.47 | Seagrape trimming east of the CCCL line | 1 | each tree | \$25.00 | \$25.00 |
| 3.1.48 | Remove all from coconut palm with trimming | 1 | each tree | \$30.00 | \$30.00 |
| 3.1.49 | Material and installation of gravel cover (Surfside Mix) | 1 | cubic yard | \$125.00 | \$125.00 |
| 3.1.50 | Town of Surfside Community Center pesticide control through pesticide application | 1 | each application | \$175.00 | \$175.00 |
| 3.1.51 | Veterans Park and Tennis Center pesticide control through pesticide application | 1 | each application | \$175.00 | \$175.00 |
| 3.1.52 | 96th Street Park pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.53 | Hawthorne Tot Lot pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.54 | Dog Park - Surfside Paws Up Park pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.55 | Community Garden pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |



Town of Surfside
Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|----------|-------------------|---------------------------|----------------------|
| 3.1.56 | Abbott Parking Lot pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.57 | 94th Street Parking Lot pest control through pesticide application | 1 | each application | \$175.00 | \$175.00 |
| 3.1.58 | Town Hall Parking Lot pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.59 | 93rd Street Parking Lot pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.60 | 95th Street Parking Lot pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.61 | Collins Avenue Parking Lot pest control through pesticide application | 1 | each application | \$125.00 | \$125.00 |
| 3.1.62 | Beach Ends pest control through pesticide application | 1 | each application | \$225.00 | \$225.00 |
| 3.1.63 | Street Ends pest control through pesticide application | 1 | each application | \$225.00 | \$225.00 |
| 3.1.64 | Hardpack / Walking Path pest control through pesticide application | 1 | each application | Not allowed/dade county | N/A |
| 3.1.65 | Harding Avenue Roadway (Downtown Surfside) pest control through pesticide application | 1 | each application | \$225.00 | \$225.00 |
| 3.1.66 | Right of Way (ROW), roundabouts and medians pest control through pesticide application | 1 | each application | \$175.00 | \$175.00 |
| 3.1.67 | Stump removal | 1 | each | \$200-400 depends on size | \$200 |
| 3.1.68 | Emodea Littoralis "Golden Creeper" 1 gallon | 1 | each installation | \$6.00 | \$6.00 |
| 3.1.69 | Bursera Simaruba "Gumbo Limbo" 12' ht. | 1 | each installation | \$425.00 | \$425.00 |
| 3.1.70 | Bursera Simaruba "Gumbo Limbo" 14' to 16' ht. 6'-7" spread | 1 | each installation | \$525.00 | \$525.00 |



Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be TYPED.

| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|-----------------------------|----------|-------|-----------|----------------------|
|-------------|-----------------------------|----------|-------|-----------|----------------------|

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.


Executed by: 
 (Type or print name) CHARLES CONNOR
 Title: GR. VP
 for (Company): BRIGHTVIEW

EXHIBIT "H"
DISASTER DEBRIS RECOVERY SERVICES
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|--------------------|--------------------|--------------------|----------------------|
| 1.0.0 | EMERGENCY SERVICES | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> |
| 1.1.1 | One Landscape Supervisor | 8 | hours | \$45.00 | \$360.00 |
| 1.1.2 | One Landscape Laborer | 8 | hours | \$30.00 | \$240.00 |
| 1.1.3 | One Dump Truck Operator | 8 | hours | \$45.00 | \$360.00 |
| 1.1.4 | One Equipment Operator | 8 | hours | \$45.00 | \$360.00 |
| 1.1.5 | One Operation Manager | 8 | hours | \$70.00 | \$560.00 |
| 2.0.0 | EQUIPMENT | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> |
| 2.1.1 | One Dump Truck (less than 10 CY) | 1 | 1 day | \$240.00 | \$240.00 |
| 2.1.2 | One Dump Truck (greater than 10 CY) | 1 | 1 day | \$300.00 | \$300.00 |
| 2.1.3 | One Bucket Truck | 1 | 1 day | \$560.00 | \$560.00 |
| 2.1.4 | One Backhoe (Combination loader) | 1 | 1 day | \$560.00 | \$560.00 |
| 2.1.5 | One Front end Loader with operator | 1 | 1 day | \$560.00 | \$560.00 |
| 2.1.6 | One Skid Steer with attachments | 1 | 1 day | \$480.00 | \$480.00 |
| 2.1.7 | One Chipper with operator | 1 | 1 day | \$360.00 | \$360.00 |
| 2.1.8 | One Tub grinder 800 to 1000 HP, including operator | 1 | 1 day | \$5,200.00 | \$5,200.00 |



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be TYPED.

| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|---|--------------------|--------------------|--------------------|----------------------|
| 2.1.9 | One Grapple Truck (25 cubic yards or less) | 1 | 1 day | \$1,200.00 | \$1,200.00 |
| 2.1.10 | One Grapple Truck (25 cubic yards or more) | 1 | 1 day | \$1,400.00 | \$1,400.00 |
| 2.1.11 | One Tub Grinder | 1 | 1 day | \$5,200.00 | \$5,200.00 |
| 3.0.0 | Services and Materials | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> |
| 3.1.1 | Installation of chain link fence | 1 | linear feet | \$12.00 | \$12.00 |
| 3.1.2 | Disposal of vegetation debris to landfill | 1 | cubic yard | \$14.00 | \$14.00 |
| 3.1.3 | Disposal of mulch debris to landfill | 1 | cubic yard | \$16.00 | \$16.00 |
| 3.1.4 | loading and hauling debris from ROW to Town designated debris management site (within Town Boundaries) estimated 15,000 cubic yard) | 1 | cubic yard | \$12.00 | \$12.00 |
| 3.1.5 | Disaster Debris Management site debris reduction by chipping/grinding per cubic yard on debris management site | 1 | cubic yard | \$4 | \$4.00 |
| 3.1.6 | Removal of hazardous fallen limbs | 1 | each tree | \$225.00 | \$225.00 |

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.

Authorized Signatory: _____
 Executed by: Charles Gozner
 (Type or print name)
 Title: Sr. VP.
 for (Company): BRIGHTVIEW

EXHIBIT "I"

FHWA-1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Town of Surfside
Tree Schedule Inventory

RFP #

NOTE: This is a Town provided estimate / inventory as of June 2020. All bidders are to field verify quantities prior to submitting pricing.

EXHIBIT "J" TREE INVENTORY SCHEDULE

| Item Number | Item Description / Location | Tree Disposition Schedule | | | | | | | | | | | |
|--------------------------|---|---------------------------|-----------|-----------------|-------------|------------|-----------------|------------|--------------|-----|---|----|----|
| | | Sabal Palm | Date Palm | Bismarckia Palm | Ribbon Palm | Small Palm | Hedge Screening | Hardwood | Coconut Palm | | | | |
| 1.0.0 | <u>Park and Recreation Facilities</u> | | | | | | | | | | | | |
| 1.0.1 | Town of Surfside Community Center | 30 | | | | | | | | | | 18 | 56 |
| 1.0.2 | Veterans Park and Tennis Center | | 8 | | | | YES | | | | | | 8 |
| 1.0.3 | 96th Street Park | | | | | 10 | YES | | | | | | 13 |
| 1.0.4 | Hawthorne Tot Lot | 21 | 1 | | | 2 | | | | | 7 | | |
| 1.0.5 | Dog Park - Surfside Paws Up Park | | | | | | | | | | | 4 | |
| 1.0.6 | Community Garden | | | | | 20 | | | | | | 3 | |
| 2.0.0 | <u>Parking Lots</u> | | | | | | | | | | | | |
| 2.0.1 | Abbott Parking Lot | | | | | 49 | | | | | | 28 | |
| 2.0.2 | 94th Street Parking Lot | | 3 | | | 27 | | | | | | 15 | |
| 2.0.3 | Town Hall Parking Lot | 6 | 2 | 2 | | 20 | | | | | | | 6 |
| 2.0.4 | 93rd Street Parking Lot | | 2 | | | 14 | | | | | | 5 | |
| 2.0.5 | 95th Street Parking Lot | | | | | 15 | | | | YES | | | |
| 2.0.6 | Collins Avenue Parking Lot | | | | | 5 | | | | | | | |
| 3.0.0 | <u>Right of Way</u> | | | | | | | | | | | | |
| 3.0.1 | Beach Ends | 18 | 7 | | | | | | | | | 6 | 9 |
| 3.0.2 | Street Ends | | | | | 32 | | | | | | | |
| 3.0.3 | Handicap / Walking Path | | | | | | | | | | | 80 | |
| 3.0.4 | Harding Avenue Roadway (Downtown Surfside) | 67 | | | 22 | | | | | | | 12 | |
| 3.0.5 | All Right of Way (ROW), roundabouts and medians | 3 | 17 | | | | | | | YES | | 1 | 6 |
| Totals Quantities | | 145 | 40 | 2 | 22 | 194 | 0 | 179 | 98 | | | | |

Exhibit “B”

(Professional Services Agreement with SFM Services, Inc.)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
SFM SERVICES, INC.**

THIS AGREEMENT (this “Agreement” or this “Contract”) is made effective as of the _
day of _____, 2020 (the “Effective Date”), by and between the
TOWN OF SURFSIDE, a Florida municipal corporation (hereinafter the “Town”), and SFM
Services, Inc., a Florida corporation (hereinafter, the “Contractor”).

WHEREAS, on August 26, 2020, the Town issued Request for Proposals (RFP) No. 2020-07 seeking qualified firms for Comprehensive Landscape Maintenance and Related Services, which RFP is incorporated herein by reference; and

WHEREAS, Contractor submitted a proposal in response to the RFP for general landscape maintenance services, including additional on-demand services and Disaster Debris Recovery Services; and

WHEREAS, after reviewing the proposals submitted in response to the RFQ, the Evaluation Committee and Town administration recommended entering into a non-exclusive professional services agreement for the provision of (i) general landscape maintenance services for the Town Right-of-Ways (the “Landscape Maintenance Services”), (ii) additional on-demand services (“Additional On-Demand Services”), and (iii) hurricane and storm preparation and recovery services, including disaster debris recovery services (“Disaster Debris Recovery Services”) (hereinafter, the Landscape Maintenance Services, the Additional On-Demand Services and the Disaster Debris Recovery Services collectively referred to as the “Services”); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon Unit Pricing for the various Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Services, and to 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:

1. Scope of Services.

1.1. Landscape Maintenance Services for Town Right-of-Ways.

- 1.1.1. Contractor shall provide the Landscaping Maintenance Services for the Town’s Right-of-Ways, as set forth in the (i) the Contractor’s Proposal attached hereto Exhibit “A” and incorporated herein by reference, and (ii) the Landscape Maintenance Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

1.1.2. Contractor shall perform the Landscape Maintenance Services for the Town's Right-of-Ways identified in the Landscape Maintenance Location Map attached hereto as Exhibit "C" and incorporated herein by reference.

1.2. Additional On-Demand Services.

1.2.1. Contractor shall provide Additional On-Demand Services, as requested and approved in writing by the Town and upon delivery of a Notice to Proceed by the Town on a non-exclusive basis as set forth in the (i) the Contractor's Proposal attached hereto Exhibit "A" and incorporated herein by reference, and (ii) the Scope of Services for Additional On-Demand Services attached hereto as Exhibit "D" and incorporated herein by reference.

1.3. Disaster Debris Recovery Services.

1.3.1. Contractor shall provide the Disaster Debris Recovery Services upon delivery of a Notice to Proceed by the Town on a non-exclusive basis, as set forth in the Contractor's Proposal attached hereto as Exhibit "A," and the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E" and incorporated herein by reference.

1.3.2. The Town shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to Contractor. A representative will be designated by the Town (the "Town Representative") to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after the activation of this Agreement via a written Notice to Proceed. The Town Representative shall have full authority to act on behalf of the Town on all matters required under this Agreement. The Town is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available Emergency/Disaster Debris Recovery Services. Contractor may assist the Town with the development of Debris-based PSA(s), if requested.

1.3.3. Contractor Representative. Contractor shall have a knowledgeable and responsible Manager/Supervisor report to the Town's Representative within twenty-four (24) hours following delivery of a Notice to Proceed by the Town. Contractor's Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted Disaster Debris Recovery Services, as set out in this Agreement, Exhibit "A," and Exhibit "E" attached hereto.

1.3.4. Mobilization. When the Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 48 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

1.3.5. Time to Complete. Contractor shall complete all directed work on a timely basis and as set out in Exhibit "E," the Disaster Debris Recovery Scope of Services, of this Agreement in the timeframe(s) provided in the Notice to Proceed and/or work authorization issued by the Town Manager. The Town Manager may extend the time to complete the directed work. However, in no case shall the work be completed beyond 180 days from any applicable declaration of a state of emergency, unless extended by the Town Manager.

1.3.6. Contractor shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter, and additional collection can only be accomplished by the use of hand labor.

1.3.7. Extensions. In as much as this is a "time is of the essence" based Agreement, the commencement of contracted services will be as set out in the Section 1.3.4. If the completion of this Agreement is delayed by actions of the Town or force majeure events, then the time to complete specified in Section 1.3.5 shall be extended for such time as caused by the delay to allow the Contractor to complete the performance of the Agreement. This Agreement may also be extended by mutual consent of both the Town and the Contractor for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of Contractor or Town.

1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

1.5. Contractor shall be responsible for planning and conducting Landscape Maintenance and Disaster Debris Recovery Services in a satisfactory workmanship manner. Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the Town Representative. Contractor shall have and require strict compliance with accepted ethical practices.

1.6. Contractor will supervise and/or direct all contracted services. Contractor is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. Contractor will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall commence on the Effective Date and continue for five (5) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager, on his discretion, may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1. **Compensation for Landscape Maintenance Services.** Contractor will invoice the Town monthly and be paid for the Landscape Maintenance Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for General Monthly Landscape Maintenance Services attached hereto as Exhibit “F,” in an amount not to exceed \$109,540.00 per year.

3.2. **Compensation for Additional On-Demand Service.** Contractor will invoice the Town and be paid for the Additional On-Demand Services in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Additional On-Demand Services attached hereto as Exhibit “G.”

3.3. **Compensation for Emergency/Disaster Debris Recovery Services.** Contractor will invoice the Town and be paid for this contracted service in accordance with the unit pricing and rates as set out in the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.1. **Unit Price for Debris.** The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and de-mobilization as may be directed by the Town. All eligible contracted Debris shall be invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.2. **Unit Prices for Stumps.** The Town will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding unit pricing or rates invoiced in accordance with the Price Submittal Schedule Form for Disaster Debris Recovery Services attached hereto as Exhibit “H.”

3.3.3. **Billing Cycle.** Contractor shall invoice the Town on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

3.3.4. **Payment Responsibility.** The Town agrees to accept the Contractor’s invoice(s) and supporting documentation showing performance of Disaster Debris Recovery Services, as further set out under Exhibit “E,” and process said invoices for payment within 30 days of receipt of the Contractor’s invoice. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

3.3.5. **Ineligible Work.** Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the

Town, the State of Florida, FEMA, and/or the federal government as ineligible Debris, or for stumps or other services that have not been requested or approved by Town. Based on the current guidance, FHWA will only reimburse the Town for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the Town. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the agreement.

3.3.6. Eligibility.

3.3.6.1. Damage Categorization. Contractor shall properly group all Disaster Recovery Services in accordance with FEMA's damage categories.

3.3.6.2. Eligibility Inspections. Contractor and the Town or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E".

3.3.6.3. Eligibility Determinations. If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the Temporary Debris Storage and Reduction Site ("TDSRS"). Contractor will not invoice the Town for such load(s) until the issue of eligibility is resolved.

3.3.7. **Specialized Services.** In connection with the performance of Disaster Debris Recovery Services, the Contractor may invoice the Town for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under the Disaster Debris Recovery Scope of Services attached hereto as Exhibit "E." Additional specialized services or equipment will only be performed or provided if/when directed by the Town. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit "H."

3.4. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a 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.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any services to any private sector entities (corporations, developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

- 8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3. In the event of termination by the Town, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the 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 and may be increased by the Town as it deems necessary or prudent.
 - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
 - 9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. 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 Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. 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. 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.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3. Notwithstanding the provisions above, the Town may be required to enter into agreements with federal and/or state agencies in connection with the provision of Emergency/Disaster Relief Services. Contractor shall be bound by the terms and

conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

16. Ownership and Access to Records and Audits.

- 16.1.** 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).
- 16.2.** 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.
- 16.3.** 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.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. 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.

16.8. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

16.9. Contractor shall comply with the following FEMA records access requirements:

16.9.1. Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

16.9.2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16.9.3. Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.

16.9.4. In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each

remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Contractor shall provide the Services in compliance with Resolution No. 2019-2646, incorporated herein by this reference and made a part hereof, and Chapter 90, Article VIII, "Landscape Requirements" of the Town Code of Ordinances.

20.2. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit. 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.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Conflicts. This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

26.1.1. First Priority: Exhibit “I,” FHWA-1273;

26.1.2. Second Priority: This Agreement and all Attachments and Exhibits (except Exhibits “A” and “I”)

26.1.3. Thirds Priority: the RFQ;

26.1.4. Fourth Priority: Exhibit “A”, Contractor’s Proposal.

27. 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.

28. Bonding. The Contractor shall furnish to the Town, within 72 hours of the issuance of a Notice to Proceed for Disaster Debris Recovery Services, a Performance and Payment Bond executed by the Contractor, and surety company authorized to do business in the State of Florida, in an amount equal to the value established (including any contingency amounts) within an issued Notice to Proceed and/or work authorization, which bond shall be conditioned upon:

1. the successful completion of all work, labor, services, materials to be provided and furnished;
2. the payment of all subcontractors, materials and laborers; and
3. paying the Town all loss, damages, expenses, costs and attorneys’ fees, including appellate proceedings, that Town sustains because of a default by Contractor under the Agreement.

If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. The Town will only accept a Performance and Payment Bond issued by a firm with an A.M. Best rating of “A-“ (Excellent) or better. Contractor shall provide a letter from the Contractor’s bonding company that verifies the Contractor can comply with this requirement and is capable of having a bond issued in an amount equal to or exceeding \$10,000,000.00.

Contractor’s failure to provide and maintain the Performance and Payment bond required by this Agreement shall be grounds for termination, and the Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required bond.

29. Federal Requirements. Contractor agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit “I” and incorporated herein by reference, and the

following terms and provisions for all Disaster Debris Recovery Services that are federally funded and reimbursable:

29.1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. In accordance with 2 C.F.R. § 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Contractor to take regarding subcontractors must include:

- 29.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 29.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 29.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 29.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 29.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29.2. Debarment and Suspension. The Town and the Contractor are subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

- 29.2.1. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Contractor is required to verify that the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 29.2.2. Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 29.2.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

29.2.4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29.3. Procurement of recovered materials. The Town and the Contractor agree to comply with 2 C.F.R. § 200.322:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.4. Davis-Bacon Act.

29.4.1. All transaction regarding this Agreement shall be done in compliance with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

29.4.2. Contractor is required to pay wages to laborers at a rate not less than the prevailing wages specified in the wage determination made by the U.S. Secretary of Labor.

29.4.3. Contractors must pay wages not less than once a week.

29.5. Copeland Anti-Kickback Act.

29.5.1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

29.5.2. Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

29.5.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

29.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

29.7. Americans with Disabilities Act of 1990. Contractor shall remain in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor providing services in connection with this Agreement complies with all applicable requirements of the Americans with Disabilities Act of 1990 and the Florida Americans with Disabilities Accessibility Implementation Act of 1993 (F.S. § 553.501-513).

29.8. Buy America Requirements. Contractor shall comply with Buy America requirements under 23 C.F.R. 635.410.

29.9. Disadvantage Business Enterprise Program Requirements. Contractor shall comply with 49 C.F.R. Part 26.

29.10. Compliance with the Contract Work Hours and Safety Standards Act.

29.10.1. Contractor or its subcontractors contracting for any part of the Services under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.10.2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard

workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

29.10.3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

29.10.4. Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29.11. Clean Air Act.

29.11.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C. § 7401 et seq.

29.11.2. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.11.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

29.12. Federal Water Pollution Control Act.

29.12.1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

29.12.2. Contractor agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.12.3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

29.13. DHS Seal, Logo, and Flags. Contractor shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

29.14. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

29.15. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

29.16. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

29.16.1. Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

29.16.2. The Town shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

29.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

[Remainder of page intentionally left blank. Signature pages follow.]

**EXHIBIT “A”
CONTRACTOR’S PROPOSAL**

The Proposal from SFM Services, Inc. is incorporated by this reference and made a part hereof.

**EXHIBIT “B”
LANDSCAPE MAINTENANCE SCOPE OF SERVICES**

SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Agreement are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

| Scope of Services |
|-------------------------------|
| Irrigation |
| Mowing |
| Trimming |
| Shrub Pruning |
| Mulching |
| Weed Control |
| Tree and Palm Pruning |
| Fertilization |
| Pest Scouting and Treatment |
| On Demand Additional Services |
| Hurricane/Storm Services |
| Locations of Services |

3.2.3. Service Areas.

3.2.3.1. The areas to be serviced and included in this RFP are shown in the Landscape Maintenance Locations Map, attached hereto as Exhibit “C,” and consist of Town property, parks, rights-of-ways, and common areas, which include but are not limited to hardpack, walking path, dunes, beach ends, and street ends.

3.2.3.2. Each area of service is different and the scope of work shall vary by location as follows:

| Item Number | Item Description / Location | Sod | Trees | Hedges |
|-------------|---|--------|--------|--------|
| 1.0.0 | <u>Park and Recreation Facilities</u> | | | |
| 1.1.1 | Town of Surfside Community Center | YES | YES | YES |
| 1.1.2 | Veterans Park and Tennis Center | YES | YES | YES |
| 1.1.3 | 96th Street Park | YES | YES | YES |
| 1.1.4 | Hawthorne Tot Lot | YES | YES | YES |
| 1.1.5 | Dog Park - Surfside Paws Up Park | YES | YES | YES |
| 1.1.6 | Community Garden (Including lift station) | YES | YES | YES |
| 2.0.0 | <u>Parking Lots</u> | | | |
| 2.0.1 | Abbott Parking Lot | NO | YES | YES |
| 2.0.2 | 94th Street Parking Lot | NO | YES | YES |
| 2.0.3 | Town Hall Parking Lot | NO | YES | YES |
| 2.0.4 | 93rd Street Parking Lot | NO | YES | YES |
| 2.0.5 | 95th Street Parking Lot | NO | YES | YES |
| 2.0.6 | Collins Avenue Parking Lot | NO | YES | YES |
| 3.0.0 | <u>Right of Way</u> | | | |
| 3.1.1 | Beach Ends | YES | YES | YES |
| 3.1.2 | Street Ends | YES | YES | YES |
| 3.1.3 | Hardpack / Walking Path | NO | NO | NO |
| 3.1.4 | Harding Avenue Roadway (Downtown Surfside) | NO | YES | YES |
| 3.1.5 | All Right of Way (ROW), roundabouts and medians | VARIES | VARIES | VARIES |

3.2.3.3. A Tree Inventory Schedule, attached hereto as Exhibit “J,” outlines the number of trees in each service area that will require Landscaping Maintenance Services from the Contractor.

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2 All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3.2.4.3. All Contractors shall comply with all sections of these Specifications.

3.2.4.4. No Services are to be subcontracted without the prior written consent of the Town.

3.2.4.5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.7. Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. The Town may require the Contractor to have at least one (1) utility vehicle on site (7) days a week. Every commercial vehicle operated on the streets of the Town shall at all times display, permanently affixed and plainly marked on both sides, the Contractor’s name and telephone number. If a vehicle is rented, the information may be affixed

to signs made of magnet and attached at all times while operating within the boundaries of the Town.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used in the performance of Landscaping Maintenance Services for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Town Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Town.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.4.1 IRRIGATION

The contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Town. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Town for repair. Material pricing shall be provided for approval prior to proceeding with repairs.

3.4.2 MOWING

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each fourteen (14) days year-round. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting

height. Total number of cuts per year shall be at least 26. Mulching mowers are preferred. Any additional requests for moving may be made by the Town and paid at awarded rate per location.

3.4.2.2 Mowing height shall be no less than 3.0” for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher. Height shall be approved by the Town under other circumstances not listed.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing. Any animal waste products and or dead animals shall be removed prior to cutting.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later. If any injuries occur, they are to be reported to the Town for further direction.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations. All grass clippings, leaves or other vegetation are to be hauled out by the contractor.

3.4.2.7 Not all locations require mowing. Locations that require bi-weekly mowing are park and recreation facilities and various rights-of-way. The contractor is to walk these locations prior to submitting pricing to make determination.

3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 26.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes. Clippings shall not

be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations.

3.4.3.5 All trimmings shall be collected regularly and disposed of at authorized dumping or recycling sites. Tickets for dumps shall be collected and quantified at the end of the month and provided to the Town.

3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, rights-of-way, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless pre-approved by the Town.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in parking lot areas and adjacent rights-of-way areas shall be maintained at a maximum height of 36" from the top of the adjacent curb. Visibility into parking lots and rights-of-way shall not be obstructed by over growth.

3.4.4.8 All palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of

a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than fifteen (15) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be “cleaned” to remove all young stems.

3.4.4.10 All hardwood trees which are less than fifteen (15) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other “cleaning”, “thinning”, or “raising” of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.5.4 Mulching is not allowed in Right of Way areas. Mulching will be limited to parks and recreation; street ends and beach end properties as well as parking lots where pre-approved by the Town.

3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings (“volunteers”) in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fence lines, or other hardscape areas shall be removed by hand. The use of Round-Up (Glyphosate) herbicide is not permitted. Any

spray on applications of other herbicides must confirm with Town ordinance and be pre-approved by the Town after specifications have been submitted for review.

3.4.6.3 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations, ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one yearly, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained. If 12-foot clearance can't be accomplished due to age of tree, pruning should occur in such a way to not obstruct parking stalls.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, light posts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases (“boots” and “thatch”) shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining “boots” or “thatch” by cutting or pulling.

3.5.12 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the guarantee period will be replaced by the Contractor at no cost to the Town, no later than thirty (30) days after notification by the Town.

3.5.14 Sea grapes and hardwood on walking path as well as in other areas are to be trimmed following FDEP guidelines for sea grape trimming.

3.5.15 Address requirements for Dune, walking path and hardpack, if any.

3.6. SCOPE OF WORK – FERTILIZATION

3.6.1 FERTILIZER TYPES

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., “Palm Special” 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e., Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter’s 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

3.6.2 FERTILIZATION FREQUENCY

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

3.6.3 FERTILIZER RATES

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planter's underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, blown, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Town when fertilizing in order to coordinate irrigation appropriately. Irrigation is to be performed by Contractor.

3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in compliance with and in accordance with all State, County, Town and applicable laws and regulations pertaining to the handling and usage of hazardous materials. Pesticides must be pre-approved by the Town prior to use.

3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fire ant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fire ant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined and pre-approved by the Town after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using Atrazine shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using Atrazine or another approved product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and hedges shall be provided on an as-needed basis, using the most appropriate products, as directed on product labels.

3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate pesticide following all label directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using Ronstar (Oxadiazon) or Surflan (Oryzalin) or a similar material may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicides are prohibited and may not be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape or landscape areas.

EXHIBIT "C" LANDSCAPE MAINTENANCE LOCATIONS MAP

Town Right-of-Ways shall include the areas designated as "Hardpack + Dunes," "Street End/Beach Ends" and "Right of Way" on the Landscape Maintenance Locations Map below:



EXHIBIT “D”
SCOPE OF SERVICES FOR ADDITIONAL ON-DEMAND SERVICES

Additional non-routine on-demand services may be requested by the Town as provided in the On-Demand Additional Price Submittal Schedule Form attached hereto as Exhibit “G”, and may include, but are not limited to the following:

- (a) Seasonal Flower Placement
- (b) Event Landscaping
- (c) Sod Replacement
- (d) New Plant Installation
- (e) Tree or Stump Removal
- (f) Straightening or Resetting of Trees
- (g) Tree Relocation
- (h) Athletic Field Maintenance
- (i) Public Works’ Miscellaneous jobs
- (j) Holiday and Special Events (setup and cleanup)

EXHIBIT “E”
DISASTER DEBRIS RECOVERY SCOPE OF SERVICES

1.0 DISASTER DEBRIS RECOVERY SERVICES

1.1 Scope of Contracted Services. The recitals above are true and correct and are incorporated herein by reference. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster-related debris (hereinafter referred to as “Debris”)*, including hazardous and industrial waste materials, and within the time specified in the timeframes provided in the Town’s Notice-to-Proceed. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

1. That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
2. That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
3. That which is considered essential to ensure the economic recovery of the affected areas of the Town to the benefit of the Town at large.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the Town. Contracted services will only be performed after the delivery to the Contractor of an Approved Work Authorization and a Notice-to-Proceed by the Town. The Contractor shall load and haul the Debris collected from within the legal boundaries of the Town to a site(s) specified by the Town.

1.2 Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the Town or the Government’s applicable representatives (the “Monitoring Team”). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the Town’s Notice-to-Proceed unless extended by the Town in accordance with FEMA Regulation 325. Once this Debris push task is accomplished, the following additional tasks will begin as requested by the Town.

1.3 Right-of-Way (ROW) Removal. Contractor shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the Town. The Debris shall be delivered to a Town designated Temporary Debris Storage and Reduction Site (“TDSRS”) for processing. Contractor shall use reasonable care to prevent damage to Town or private property not already damaged by the disaster event in the process of ROW Debris removal. Contractor shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal (*if implemented*). Contractor will remove ROE Debris from private property with due diligence, as directed by the Town or the Monitoring Team. Contractor agrees to make reasonable efforts to save from destruction items that the property

owners wish to save, (i.e., trees, small buildings, etc.) Contractor will exercise reasonable care when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made by the Town to mark these utilities. Contractor does not warrant that utility damages will not occur as a result of conducting the services provided under this Agreement and shall be liable only for those damages caused by its negligence or intentional wrongdoing.

1.5 Demolition of Structures (*if implemented*). Contractor will demolish any unsafe structures designated for removal only at the direction of the Town or the Monitoring Team. Contractor agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the Town as set out in Section 1.1 above.

1.6 Private Property Waivers. The Town will secure all necessary permissions, waivers and right-of-entry agreements from property owners for the removal of Debris and/or demolition of structures from private residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of TDSRS. Contractor shall operate and manage all TDSRS as the Town may require and authorize. In doing so, the Contractor will perform all of the following actions and services:

1. Prepare a layout plan for each TDSRS;
2. Provide the Town with a pre-use condition report of the TDSRS, to include soil test, photos and other evidence of prior use and conditions;
3. Provide site security, traffic control, fire safety, tower construction and any environmental safe guard requirements in compliance with applicable law;
4. Process all Debris as directed by the Town, to include grinding, incineration, and/or compaction with as much separation as may be practical;
5. Separate white goods for specialized disposal as directed by the Town; and
6. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis.

1.8 Disaster Recovery Technical Assistance. Contractor will provide, upon request of the Town, Disaster Recovery Technical Assistance to elected and appointed officials within the Town. This service shall include reasonable support guidance on all aspects of the recovery process. Emphasis will be on Debris management and disaster grants. Contractor will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior Contractor team member with the goal of assisting the Town to receive the maximum reimbursement available from external sources.

1.9 Other Disaster Services. The Town may require, request and direct the Contractor to supply and/or perform other/additional services not set out in Section 1.0 above, provided reasonably related to the disaster recovery and remediation. The scope of these additional tasks, and the compensation to be paid therefore, including reasonable Contractor overhead and profit, as agreed by the parties, shall be conveyed in writing to the Contractor and any such writing shall become an amendment to this Agreement upon approval and execution by the parties.

1.10 Additional Support Services. Contractor can/will provide *Additional Support Services* as requested by the Town. Contractor maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to, emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bioterrorism remediation. In the event the Town requests the Contractor to provide *Additional Support Services*, the Contractor will deliver in writing a price or cost for each service requested for consideration and negotiation with the Town.

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Agreement impractical. Contractor will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to Contractor. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Agreement

2.0 Performance of Services

2.1 Geographic Assignment. The geographic boundary for work by the Contractor hereunder shall be as directed by the Town and will be limited to properties located within the Town's legal boundaries.

2.2 Multiple, Scheduled Passes. Contractor shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The Town shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the Town. Upon agreement between the Town and the Contractor, the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

2.3 Operation of Equipment. Contractor shall provide a minimum of 10 trucks to respond to a disaster event. The type of trucks shall be selected by the Town Manager at the time of issuance of a Notice to Proceed. In addition, the Town Manager may increase or decrease the minimum number of trucks upon mutual agreement at the time of issuance of a Notice to Proceed and/or work authorization to correspond to an event activation. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Town. Should operation of equipment be required outside of the public ROW, the Town will provide a Right-of-Entry Agreement, as set out in Section 1.6 above.

2.4 Certification of Load Carrying Capacity. Contractor shall submit to the Town a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Town or Monitoring Team and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the Town by the Contractor.

2.5 Vehicle Information. The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

2.6 Security of Debris during Hauling. Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

2.7 Traffic Control. Contractor shall mitigate the impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

2.8 Monitoring of Debris Operations. The Government may require that the Town conduct a Debris monitoring program. Contractor will assist the monitoring team if this activity is by force account or contracted. Contractor will cooperate and coordinate with the Debris monitoring team/firm in all aspects of the team activity. Logistical support and reports to the Town on Debris monitoring activities are the responsibility of the team manager or monitoring Contractor.

2.9 Work Days/Hours. Contractor may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the Town following consultation with and notification to the Contractor.

2.10 Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. Contractor will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. Contractor may use the services of a subcontractor specializing in the management and disposal of such materials and waste if the Contractor is directed to conduct such operations by the Town.

2.11 Stumps. All hazardous/eligible stumps identified by the Town will be extracted, loaded, transported, stored, reduced and disposed of in accordance with the standards of this Agreement. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented and invoiced by the Contractor for payment in accordance with the rates contained on Exhibit “H,” “Disaster Debris Recovery Price Submittal Schedule Form.”

2.12 Utilizing Local Resources. Contractor shall, to the extent practicable, give priority to utilizing resources within the Town. This local preferences priority will include, but not be limited to, debris hauling, procurement of services, supplies, and equipment, and awarding other recovery service subcontracts and employment to the local workforce.

2.13 Work Safety. Contractor shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The Contractor will provide such safety equipment, training and supervision as may be required by the Town and/or Government. Contractor shall ensure that its subcontracts contain a similar safety provision.

2.14 Inspection and Testing. All Debris shall be subject to adequate inspection by the Town or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The Town will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the Town and Contractor.

2.15 Other Contractor(s). Contractor shall acknowledge the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. Town shall have the right to contract with any other Contractor or subcontractor for the contracted services or *Additional Support Services* provided herein. The Town shall have the right to recover the difference in price for any alternative or replacement performance provided by another contractor.

3.0 Debris Ownership.

3.1 Ownership of Debris. All debris actually collected by the Contractor pursuant to a Notice to Proceed and/or work authorization shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

3.2 Disposal of Debris. Unless otherwise directed by the Town, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the Town. Other additional sites may be utilized as directed and/or approved by the Town.

4.0 REPORTS CERTIFICATIONS and DOCUMENTATION.

4.1 Accountable Debris Load Forms. The Town shall accept the serialized copy of the Contractor’s Debris reporting ticket(s) as the certified, original source documents to account for

the measurement and accumulation of the volume of Debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

4.2 Reports. Contractor shall submit periodic, written reports to the Town as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to the following.

4.2.1 Daily Reports. The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty-four (24) hours.

4.2.2 Weekly Summaries. A weekly summary of all information contained in the daily reports will be provided to the Town. Contractor will provide this report within two business days after the end of the week. Contractor will provide both reports in written and electronic format if requested.

4.2.3 Report(s) Delivery. The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the Town in consultation with the Contractor.

4.2.4 Final Project Closeout Report. Upon final inspection and/or closeout of the project by the Town, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Town. If requested, the Contractor will provide additional information to adequately document the conduct of the Debris management operations for the Town and/or Government, to include electronic spreadsheets.

4.3 Additional Supporting Documentation. Contractor shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capacity measurements as may be required by the Town and/or Government to support requests for Debris project reimbursement from external funding sources.

4.4 Report Maintenance. Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

4.5 Contract File Maintenance. Contractor will maintain this Agreement and the invoices that are generated for the contracted services for a period of not less than five (5) years.

EXHIBIT “F”
GENERAL MONTHLY LANDSCAPE MAINTENANCE
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

| Item Number | Item Description / Location | Quantity (Times per Month) | Total Months | Cost (Cost per each time) | Total (Total cost per year) |
|-------------|--|-------------------------------|--------------------|------------------------------|--------------------------------|
| 1.0.0 | <u>Park and Recreation Facilities</u> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 1.1.1 | Town of Surfside Community Center <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 1,991.14 | \$ 23,893.63 |
| 1.1.2 | Veterans Park and Tennis Center <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 3,509.83 | \$ 42,117.97 |
| 1.1.3 | 96th Street Park <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 1,275.99 | \$ 15,323.83 |
| 1.1.4 | Hawthorne Tot Lot <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 919.07 | \$ 11,028.90 |
| 1.1.5 | Dog Park - Surfside Paws Up Park & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 669.03 | \$ 8,028.37 |
| 1.1.6 | Community Garden & Lift Station <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 841.80 | \$ 10,101.57 |
| 2.0.0 | <u>Parking Lots</u> | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> |
| 2.0.1 | Abbott Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 1,397.90 | \$ 16,774.81 |
| 2.0.2 | 94th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 1,009.01 | \$ 12,108.17 |
| 2.0.3 | Town Hall Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 889.74 | \$ 10,676.94 |
| 2.0.4 | 93rd Street Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 692.10 | \$ 8,305.25 |
| 2.0.5 | 95th Street Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 781.94 | \$ 9,383.27 |
| 2.0.6 | Collins Avenue Parking Lot <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 551.71 | \$ 6,620.55 |
| 3.0.0 | <u>Right of Way</u> | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> |



Town of Surfside
 Price Submittal Schedule Form
 General Monthly Maintenance
 RFP # 2020-07

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

| Item Number | Item Description / Location | Quantity (Times per Month) | Total Months | Cost (Cost per each time) | Total (Total cost per year) |
|--|--|-------------------------------|--------------------|------------------------------|--------------------------------|
| 3.1.1 | Beach Ends <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 1,725.86 | \$ 20,710.30 |
| 3.1.2 | Street Ends <i>Maintenance of all sod, hedges and trees as needed</i> | 2 | 12 | \$ 2,295.35 | \$ 27,544.14 |
| 3.1.3 | Hardpack / Walking Path <i>Rake leaves and loose vegetation from perimeters. Control perimeters as needed</i> | 1 | 12 | \$ 1,219.61 | \$ 14,635.37 |
| 3.1.4 | Harding Avenue Roadway (Downtown Surfside) <i>Maintenance of all hedges and trees as needed</i> | 1 | 12 | \$ 1,836.91 | \$ 22,042.90 |
| 3.1.5 | All Right of Way (ROW), roundabouts and medians <i>Maintenance of all sod, hedges and trees as needed - varies per location</i> | 2 | 12 | \$ 2,050.61 | \$ 24,607.29 |
| Total Cost of Yearly General Maintenance Landscape Services | | <i>leave blank</i> | <i>leave blank</i> | <i>leave blank</i> | \$ 283,903.26 |

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: _____
 Executed by: Jose Ynguez
 (Type or print name)
 Title: Founder / V.P.
 for (Company): SJM Services Inc.

EXHIBIT “G”
ADDITIONAL ON-DEMAND SERVICES PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|----------------------------------|--------------------|--------------------|--------------------|----------------------|
| 1.0.0 | PERSONNEL | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 1.1.1 | One Landscape Supervisor | 8 | hours | \$ 45.00 | \$ 360.00 |
| 1.1.2 | One Landscape Laborer | 8 | hours | \$ 30.00 | \$ 240.00 |
| 1.1.3 | One Irrigation Technician | 8 | hours | \$ 75.00 | \$ 600.00 |
| 1.1.4 | One Dump Truck Operator | 8 | hours | \$ 45.00 | \$ 360.00 |
| 1.1.5 | One Equipment Operator | 8 | hours | \$ 45.00 | \$ 360.00 |
| 1.1.6 | One Operation Manager | 8 | hours | \$ 45.00 | \$ 360.00 |
| 1.1.7 | One Licensed Arborist | 8 | hours | \$ 95.00 | \$ 760.00 |
| 2.0.0 | EQUIPMENT | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 2.1.1 | One Dump Truck (less than 10 CY) | 1 | day | \$ 360.00 | \$ 360.00 |
| 2.1.2 | One Dump Truck (less than 10 CY) | 1 | day | \$ 360.00 | \$ 360.00 |
| 2.1.3 | One Bucket Truck | 1 | day | \$ 840.00 | \$ 840.00 |
| 2.1.4 | One Backhoe (Combination loader) | 1 | day | \$ 520.00 | \$ 520.00 |
| 2.1.5 | One Skid Steer with attachments | 1 | day | \$ 360.00 | \$ 360.00 |
| 2.1.6 | One Chipper | 1 | day | \$ 360.00 | \$ 360.00 |
| 2.1.7 | One Tree Grinder | 1 | day | \$ 360.00 | \$ 360.00 |



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|---|--------------------|--------------------|--------------------|----------------------|
| 2.1.8 | One Water Tank (500 Gal.) | 1 | day | \$ 360.00 | \$ 360.00 |
| 2.1.9 | 24" x 6" Wide Trencher | 1 | day | \$ 360.00 | \$ 360.00 |
| 2.1.10 | Grapple Loader (30 Cubic Yard capacity, equipment only) | 1 | day | \$ 760.00 | \$ 760.00 |
| 3.0.0 | Services and Materials | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> | <i>Leave Blank</i> |
| 3.1.1 | Meril Soil Drench for Royal Palms (One application including follow up per year) | 1 | each application | \$ 25.00 | \$ 25.00 |
| 3.1.2 | Cygon Foliar Spray for Royal Palms (One application including follow up per year) | 1 | each application | \$ 25.00 | \$ 25.00 |
| 3.1.3 | Phoenix daetylifera/Phoenix canariensis Maintenance (Three applications per year) | 3 | each application | \$ 25.00 | \$ 75.00 |
| 3.1.4 | Rate for Topsoil (70/30 Mix) delivered and installed in place | 1 | cubic yard | \$ 35.00 | \$ 35.00 |
| 3.1.5 | Rate for Lawn Sand delivered and installed in place | 1 | cubic yard | \$ 45.00 | \$ 45.00 |
| 3.1.6 | Palm OTC Injection | 1 | each application | \$ 25.00 | \$ 25.00 |
| 3.1.7 | Date Palm trunk drench treatment for thielaviopsis paradoxa | 1 | each application | \$ 45.00 | \$ 45.00 |
| 3.1.8 | Solid St. Augustine "Floritam" Sod in place for lawn repair | 1 | square foot | \$ 0.65 | \$ 0.65 |
| 3.1.9 | 500 SQFT Palette of St. Augustine "Floritam" sod delivered and installed per Town direction | 1 | palette | \$ 295.00 | \$ 295.00 |
| 3.1.10 | Undyed Shredded Florimulch, Grade "A" or better delivered and installed in place | 1 | cubic yard | \$ 45.00 | \$ 45.00 |
| 3.1.11 | One Skid Steer loader with Operator | 1 | day | \$ 110.00 | \$ 110.00 |
| 3.1.12 | One Backhoe Combination with Operator | 1 | day | \$ 135.00 | \$ 135.00 |



Town of Surfside
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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|----------|-------------------|-----------|----------------------|
| 3.1.13 | Foliar Spray to Combat Ficus Whitefly (4'-6' height hedge) | 1 | linear feet | \$ 2.50 | \$ 2.50 |
| 3.1.14 | Foliar Spray to Combat Ficus Whitefly (7'-12' height hedge) | 1 | linear feet | \$ 2.50 | \$ 2.50 |
| 3.1.15 | Drench to Combat Ficus Whitefly (4'-6' height hedge) | 1 | linear feet | \$ 2.50 | \$ 2.50 |
| 3.1.16 | Drench to Combat Ficus Whitefly (7'-12' height hedge) | 1 | linear feet | \$ 2.50 | \$ 2.50 |
| 3.1.17 | Drench to Combat Ficus Whitefly (Tree up to 25' Height) | 1 | each application | \$ 45.00 | \$ 45.00 |
| 3.1.18 | Drench to Combat Ficus Whitefly (Tree 25' - 35' Height) | 1 | each application | \$ 45.00 | \$ 45.00 |
| 3.1.19 | Drench to Combat Ficus Whitefly (Tree 35' and above) | 1 | each application | \$ 45.00 | \$ 45.00 |
| 3.1.20 | Micro-injectable systemic insecticide to combat whitefly (Tree up to 65" DBH) | 1 | Per injection | \$ 65.00 | \$ 65.00 |
| 3.1.21 | Micro-injectable systemic insecticide to combat whitefly (Tree 65" to 85" DBH) | 1 | Per injection | \$ 65.00 | \$ 65.00 |
| 3.1.22 | Micro-injectable systemic insecticide to combat whitefly (Tree above 85" DBH) | 1 | Per injection | \$ 65.00 | \$ 65.00 |
| 3.1.23 | Systemic Basal Bark/Root Application (Tree up to 65" DBH) | 1 | Per application | \$ 65.00 | \$ 65.00 |
| 3.1.24 | Systemic Basal Bark/Root Application (Tree 65" to 85" DBH) | 1 | Per application | \$ 65.00 | \$ 65.00 |
| 3.1.25 | Systemic Basal Bark/Root Application (Tree above 85" DBH) | 1 | Per application | \$ 65.00 | \$ 65.00 |
| 3.1.26 | Plant 3 Gal. Clusia guttifera (Small-leaf Clusia) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.27 | Plant 7 Gal. Clusia guttifera (Small-leaf Clusia) | 1 | each installation | \$ 35.00 | \$ 35.00 |
| 3.1.28 | Plant 1 Gal. Arachis glabrata (Perennial Peanut) | 1 | each installation | \$ 5.00 | \$ 5.00 |



Town of Surfside
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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|----------|-------------------|-----------|----------------------|
| 3.1.29 | Plant 3 Gal. Chrysobalanus icaco "Red Tip" (Red-Tip Cocoplum) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.30 | Plant 3 Gal. Chrysobalanus "Horizontalis" (Horizontal Cocoplum) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.31 | Plant 3 Gal. Coccoloba Uvifera (Sea grape) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.32 | Plant 3 Gal. Hamelia Patens (Firebush) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.33 | Plant 3 Gal. Conocarpus erectus (Green Buttonwood) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.34 | Plant 3 Gal. Conocarpus erectus "Sericeous" (Silver Buttonwood) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.35 | Plant 1 Gal. Dianella tasminica "Variegata" (Var. Blueberry Flax Lily) | 1 | each installation | \$ 8.00 | \$ 8.00 |
| 3.1.36 | Plant 3 Gal. Ficus microcarpa "Green Island" (Green Island Ficus) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.37 | Plant 3 Gal., Hamelia Patens "Compacta (Dwarf Firebush) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.38 | Plant 3 Gal. Ixora "Nora Grant" (Pink Ixora) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.39 | Plant 3 Gal Jasminum volubile (Wax Jasmine) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.40 | Plant 25 Gal. Jatropha integerrima (Jatropha) | 1 | each installation | \$ 450.00 | \$ 450.00 |
| 3.1.41 | Plan 3 Gal. Microsorium scolopendrium (Wart Fern) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.42 | Plant 3 Gal. Muhlenbergia capillaris (Muchly Grass) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.43 | Plant 3 Gal. Schefflera arboricola "Dazzle" | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.44 | Plant 3 Gal. Tripsacum dactylifera (Fakahatchee Grass) | 1 | each installation | \$ 12.00 | \$ 12.00 |



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|---|----------|-------------------|-----------|----------------------|
| 3.1.45 | Plant 3 Gal. Tripsacum floridana (Florida Gamma Grass) | 1 | each installation | \$ 12.00 | \$ 12.00 |
| 3.1.46 | Plant 7 Gal. Zamia furfuracea (Cardboard Palm) | 1 | each installation | \$ 35.00 | \$ 35.00 |
| 3.1.47 | Seagrape trimming east of the CCCL line | 1 | each tree | \$ 55.00 | \$ 55.00 |
| 3.1.48 | Remove all from coconut palm with trimming | 1 | each tree | \$ 35.00 | \$ 35.00 |
| 3.1.49 | Material and installation of gravel cover (Surfside Mix) | 1 | cubic yard | \$ 75.00 | \$ 75.00 |
| 3.1.50 | Town of Surfside Community Center pesticide control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.51 | Veterans Park and Tennis Center pesticide control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.52 | 96th Street Park pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.53 | Hawthorne Tot Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.54 | Dog Park - Surfside Paws Up Park pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.55 | Community Garden pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.56 | Abbott Parking Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.57 | 94th Street Parking Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.58 | Town Hall Parking Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.59 | 93rd Street Parking Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.60 | 95th Street Parking Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |



Town of Surfside
 Price Submittal Schedule Form
 On Demand Service Section (This is not included in monthly maintenance)
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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|--|----------|-------------------|-----------|----------------------|
| 3.1.61 | Collins Avenue Parking Lot pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.62 | Beach Ends pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.63 | Street Ends pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.64 | Hardpack / Walking Path pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.65 | Harding Avenue Roadway (Downtown Surfside) pest control through pesticide application | 1 | each application | \$ 125.00 | \$ 125.00 |
| 3.1.66 | Right of Way (ROW), roundabouts and medians pest control through pesticide application | 1 | each application | \$ 250.00 | \$ 250.00 |
| 3.1.67 | Stump removal | 1 | each | \$ 350.00 | \$ 350.00 |
| 3.1.68 | Ermodea Littoralis "Golden Creeper" 1 gallon | 1 | each installation | \$ 8.00 | \$ 8.00 |
| 3.1.69 | Bursera Simaruba "Gumbo Limbo" 12' ht. | 1 | each installation | \$ 650.00 | \$ 450.00 |
| 3.1.70 | Bursera Simaruba "Gumbo Limbo" 14' to 16' ht. 6'-7" spread | 1 | each installation | \$ 850.00 | \$ 850.00 |

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to be 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: _____
 Executed by: Jose Alvarez
 (Type or print name)
 Title: Founder / V.P.
 for (Company): JSM Services, Inc.

EXHIBIT "H"
DISASTER DEBRIS RECOVERY SERVICES
PRICE SUBMITTAL SCHEDULE FORM



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Lne Item Cost |
|-------------|---|--------------------|--------------------|--------------------|---------------------|
| 1.0.0 | EMERGENCY SERVICES | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> |
| 1.1.1 | One Landscape Supervisor | 8 | hours | \$ 67.50 | \$ 540.00 |
| 1.1.2 | One Landscape Laborer | 8 | hours | \$ 45.00 | \$ 360.00 |
| 1.1.3 | One Dump Truck Operator | 8 | hours | \$ 67.50 | \$ 540.00 |
| 1.1.4 | One Equipment Operator | 8 | hours | \$ 67.50 | \$ 540.00 |
| 1.1.5 | One Operation Manager | 8 | hours | \$ 67.50 | \$ 540.00 |
| 2.0.0 | EQUIPMENT | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> |
| 2.1.1 | One Dump Truck (less than 10 CY) | 1 | 1 day | \$ 540.00 | \$ 540.00 |
| 2.1.2 | One Dump Truck (greater than 10 CY) | 1 | 1 day | \$ 540.00 | \$ 540.00 |
| 2.1.3 | One Bucket Truck | 1 | 1 day | \$ 1,260.00 | \$ 1,260.00 |
| 2.1.4 | One Backhoe (Combination loader) | 1 | 1 day | \$ 780.00 | \$ 780.00 |
| 2.1.5 | One Front end Loader with operator | 1 | 1 day | \$ 980.00 | \$ 980.00 |
| 2.1.6 | One Skid Steer with attachments | 1 | 1 day | \$ 780.00 | \$ 780.00 |
| 2.1.7 | One Chipper with operator | 1 | 1 day | \$ 540.00 | \$ 540.00 |
| 2.1.8 | One Tub grinder 800 to 1000 HP, including oprator | 1 | 1 day | \$ 6,000.00 | \$ 6,000.00 |



Town of Surfside
 Price Submittal Schedule Form
 Hurricane/Storm Preparation and Recovery
 RFP # 2020-07

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| Item Number | Item Description / Location | Quantity | Units | Unit Cost | Total Line Item Cost |
|-------------|---|--------------------|--------------------|--------------------|----------------------|
| 2.1.9 | One Grapple Truck (25 cubic yards or less) | 1 | 1 day | \$ 1,140.00 | \$ 1,140.00 |
| 2.1.10 | One Grapple Truck (25 cubic yards or more) | 1 | 1 day | \$ 1,140.00 | \$ 1,140.00 |
| 2.1.11 | One Tub Grinder | 1 | 1 day | \$ 5,600.00 | \$ 5,600.00 |
| 3.0.0 | <u>Services and Materials</u> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> | <i>Leave blank</i> |
| 3.1.1 | Installation of chain link fence | 1 | linear feet | \$ 15.00 | \$ 15.00 |
| 3.1.2 | Disposal of vegetation debris to landfill | 1 | cubic yard | \$ 25.00 | \$ 25.00 |
| 3.1.3 | Disposal of mulch debris to landfill | 1 | cubic yard | \$ 10.00 | \$ 10.00 |
| 3.1.4 | loading and hauling debris from ROW to Town designated debris management site (within Town Boundaries) estimated 15,000 cubic yard) | 1 | cubic yard | \$ 17.00 | \$ 18.00 |
| 3.1.5 | Disaster Debris Management site debris reduction by chipping/grinding per cubic yard on debris management site | 1 | cubic yard | \$ 6.00 | \$ 6.00 |
| 3.1.6 | Removal of hazardous fallen limbs | 1 | each tree | \$ 17.00 | \$ 18.00 |

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to be 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: _____
 Executed by: Jose S. Salazar
(Type or print name)
 Title: Founder / CEO
 for (Company): S&S Services, Inc.

EXHIBIT "I" FHWA-1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



Town of Surfside
Tree Schedule Inventory

RFP # _____

NOTE: This is a Town provided estimate / inventory as of June 2020. All bidders are to field verify quantities prior to submitting pricing.

EXHIBIT "J" TREE INVENTORY SCHEDULE

| Item Number | Item Description / Location | Tree Disposition Schedule | | | | | | | | | | | |
|--------------------------|---|---------------------------|-----------|----------------|-------------|------------|-----------------|------------|--------------|--|---|----|----|
| | | Sabal Palm | Date Palm | Bismarkia Palm | Ribbon Palm | Small Palm | Hedge Screening | Hardwood | Coconut Palm | | | | |
| 1.0.0 | <u>Park and Recreation Facilities</u> | | | | | | | | | | | | |
| 1.0.1 | Town of Surfside Community Center | 30 | | | | | | | | | | 18 | 56 |
| 1.0.2 | Veterans Park and Tennis Center | | 8 | | | | YES | | | | | | 8 |
| 1.0.3 | 96th Street Park | | | | | 10 | YES | | | | | | 13 |
| 1.0.4 | Hawthorne Tot Lot | 21 | 1 | | | 2 | | | | | 7 | | |
| 1.0.5 | Dog Park - Surfside Paws Up Park | | | | | | | | | | | 4 | |
| 1.0.6 | Community Garden | | | | | 20 | | | | | | 3 | |
| 2.0.0 | <u>Parking Lots</u> | | | | | | | | | | | | |
| 2.0.1 | Abbott Parking Lot | | | | | 49 | | | | | | 28 | |
| 2.0.2 | 94th Street Parking Lot | | 3 | | | 27 | | | | | | 15 | |
| 2.0.3 | Town Hall Parking Lot | 6 | 2 | 2 | | 20 | | | | | | | 6 |
| 2.0.4 | 93rd Street Parking Lot | | 2 | | | 14 | | | | | | 5 | |
| 2.0.5 | 95th Street Parking Lot | | | | | 15 | YES | | | | | | |
| 2.0.6 | Collins Avenue Parking Lot | | | | | 5 | | | | | | | |
| 3.0.0 | <u>Right of Way</u> | | | | | | | | | | | | |
| 3.0.1 | Beach Ends | 18 | 7 | | | | | | | | | 6 | 9 |
| 3.0.2 | Street Ends | | | | | 32 | | | | | | | |
| 3.0.3 | Handicap / Walking Path | | | | | | | | | | | 80 | |
| 3.0.4 | Harding Avenue Roadway (Downtown Surfside) | 67 | | | 22 | | | | | | | 12 | |
| 3.0.5 | All Right of Way (ROW), roundabouts and medians | 3 | 17 | | | | YES | | | | | 1 | 6 |
| Totals Quantities | | 145 | 40 | 2 | 22 | 194 | 0 | 179 | 98 | | | | |



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette, and Social Media Guidelines

Objective: To protect Surfside’s integrity by ensuring accuracy and legitimacy in communications and by strengthening our town’s Social Media Policy.

Consideration: Social Media has become a distraction and ethically compromised forum for conducting Town Business. Open government laws and ethics make social media usage problematic. The Town should avoid the expense and oversight of creating any additional social media platforms or “blogs.” There are ample existing avenues for communication. The taxpayer-funded Gazette should abide by the Truth in Government standard that residents deserve and legally expect. A “disclaimer” does not absolve that requirement. The Surfside Town Seal is prohibited for personal use. The current Surfside Social Media Policy holds employees to a higher standard than the Town Commission.

***please review the Surfside Social Media Policy (enacted in 2019) attached to this Memo

Recommendation:

The Social Media Policy should be strengthened to include the above considerations, and updated to create equitable expectations of all town representatives (employees, consultants, & elected officials), and include consequences for violation.

RESOLUTION NO. 19-2564

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A SOCIAL MEDIA AND MEDIA INQUIRY POLICY FOR THE TOWN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) finds it necessary and important to establish an official Town Social Media and Media Inquiry Policy to provide guidance to all contracted agencies, administration and employees, the Town Commission, and Town residents when interacting with the Town's official social media networks and/or sharing Town information on personal social media channels and websites. This includes all platforms used to communicate information on the Internet, such as personal websites (including blogs), Facebook, Twitter, Instagram, Yelp, LinkedIn, Pinterest, YouTube, NextDoor and SeeClickFix; and

WHEREAS, it is vital that the Town implement and abide by a professional, modern and efficient code of conduct on digital social platforms, and provide guidance on working with and handling media requests and inquiries, as well as providing residents with accurate and objective information as it pertains to the Town; and

WHEREAS, the Town Commission wishes to adopt a uniform Social Media and Media Inquiry Policy for the Town, substantially in the form attached hereto as Exhibit “A” (“Social Media Policy”); and

WHEREAS, the Town Commission desires to adopt the Social Media Policy and finds that it is in the best interests of the Town and necessary for the proper conduct of the Town and dissemination of information.

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Adoption and Approval of Social Media and Media Inquiry Policy. The Policy, in substantially the form attached hereto as Exhibit "A", is hereby adopted and approved, subject to any non-substantive changes as may be directed and approved by the Town Manager and Town Attorney.

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to take all action necessary to implement and enforce the Policy and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of February, 2019.

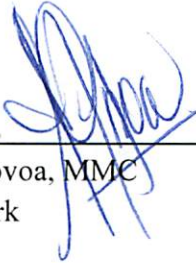
Motion By: Commissioner Paul
Second By: Commissioner Karukin.

FINAL VOTE ON ADOPTION:

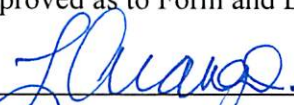
| | |
|-------------------------------|---------------|
| Commissioner Barry Cohen | <u>Absent</u> |
| Commissioner Michael Karukin | <u>yes</u> |
| Commissioner Tina Paul | <u>yes</u> |
| Vice Mayor Daniel Gielchinsky | <u>Absent</u> |
| Mayor Daniel Dietch | <u>yes</u> |



Daniel Dietch, Mayor

Attest: 

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:


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



Social Media and Media Inquiry Policy for the Town of Surfside

Purpose and Scope

Social media has drastically changed the world of media, news and communications. When it comes to government and civic engagement, digital outlets such as Facebook, Twitter, Instagram, NextDoor and YouTube, make it possible for councils, commissions and public servants to communicate directly with their constituents and vice-versa. To expand on the importance of the medium, a Pew Research Center Study found that **69%** of the public uses some form of social media. Meanwhile, **62%** of adults receive the majority of their news from social media.

The Social Media Policy for the Town of Surfside establishes the official Town policy to provide guidance to all contracted agencies, administration and employees, and the Town Commission on the use of social media networks and personal websites. Social media includes all platforms used to communicate information on the Internet, including personal websites (including blogs), Facebook, Twitter, Instagram, Yelp, LinkedIn, Pinterest, YouTube, NextDoor and SeeClickFix. Employees have the right to maintain personal social media. However, the use of social media also represents certain risks and therefore carries with it certain responsibilities. It is not permissible to state or imply that personal social media in any way officially represents the Town of Surfside.

It's important the Town of Surfside abide by a professional, modern and efficient code of conduct on digital social platforms. This Social Media Policy also establishes the Communications Policy to provide guidance on working with and handling media requests and inquiries, as well as providing residents with accurate and objective information as it pertains to the Town.

The Social Media Policy for the Town of Surfside is to be made public on the Town's official website, following approval by Town Commission. A URL link also will be added to all social media channels.

Social Media Accounts

The Town of Surfside's social media presence should be limited to one account per specific platform. For example, the Parks & Recreation Department for Surfside should not have a Facebook page that is separate from the Town. Instead, the Town's Facebook

page should, when appropriate, incorporate information pertaining to Parks & Recreation. By doing so, important public information becomes more organized and residents know where to find such information, thus eliminating any layer of confusion or public misinformation.

As of 2019, the Town website serves as the primary communication tool for the Town of Surfside. The Town also uses two social media platforms: NextDoor and SeeClickFix.

Best Practice and Standards for Use of Social Media

The official use of social media by the Town of Surfside is to adhere to the below standards and practices:

Users, Posting and Account Activations

- No Department or individual may establish, use, or terminate a social media identity or page without the approval of the Town Manager or designee.
- The Town of Surfside has authorized the Public Information Representative (PIR) to oversee and manage all social media administration, including, but not limited to, blogs, video sharing, business pages and social networking sites. The Town reserves the right to delegate to other individual(s) the authority to upload approved material to the Town's social media.
- To meet its purpose, the Town of Surfside's social media may contain links to other social networking sites or websites that are not owned, regularly reviewed or controlled by the Town. The Town of Surfside is not responsible for the content, photos and videos placed on these external social networking sites or websites. The Town's social media may not provide links to external sites that are political or religious in nature. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content or hosts.
- Social media sites must prominently display links to the Town's official website (<https://www.townofsurfsidefl.gov/>) or appropriate landing pages whenever possible.

Ownership

All social media communications messages that are composed, sent or received on the Town's IT equipment or used in official Town business or representing the Town of Surfside are the property of the Town of Surfside and subject to public records laws. The Town of Surfside reserves the right not to publish any posting or to later remove it.

Town Administration / Employee Conduct (refer to HR policy)

- Social media accounts established by the Town of Surfside are to be used solely for the Town of Surfside and business pertaining to the Town. Any other content pertaining to other topics or promotions is not permitted.
- Employees, or the contracted agency managing the Town of Surfside's social media, are prohibited from using the Town's social media outlets for personal use, including posting personal content and/or opinions.
- Personal use of social media by Town employees is never permitted on working time by means of the company's computers, networks, and other IT resources and communications systems.
- Employees are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the Town and Town government, and should tailor their use accordingly.
- Employees may not post anything on their personal blog or social media site/page, or on the blog or social media site/page of another individual or entity (other than the Town), in the name of the Town or in a manner that could reasonably be attributed as the official position of the Town without authorization from the Town Manager or designee.
- Employees are prohibited from engaging in inappropriate use of social media accounts established by the Town or a Town department. It is unacceptable for social media to be used in a manner that does not comply with federal, state and local laws and regulations, and Town policy. Employees are expected to abide by the following guidelines:
 - Respect copyright, trademark, or other intellectual property rights of any person or entity, or otherwise violates their legal ownership interest. Employees may not use the Town's logo, seal, slogan or trademarks on their personal blog or social media site or page in a manner that suggests that the posts express the opinions of the Town.
 - Refrain from the use of ethnic slurs, profanity, threats of violence, material that is harassing, defamatory, fraudulent or discriminatory.
 - Refrain from the use of sexually explicit images, cartoons, jokes, messages, or other material that violates the Town's policy or any federal, state, or local law prohibiting sexual harassment.
 - Refrain from posting material which contains confidential information that compromises the security of Town networks or information systems. Such

confidential information includes, but is not limited to, information that is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other federal, state, or local laws and regulations (except as permitted under such laws and regulations), as well as social security numbers and other personally identifiable information.

- Refrain from circulating or posting commercial, personal, religious or political solicitations, chain letters, spam, or promotion of outside organizations unrelated to Town operations are also prohibited [unless otherwise protected or required by law].

The policy, however, does not prohibit or discourage employees from engaging in speech as independent citizens on matters of public concern, or to prohibit or discourage employees from engaging in any protected activities under the State of Florida's Public Employee Relations Act (Chapter 447, F.S.)

All employees are required to sign a written acknowledgement that they have received, read, understand and agree to comply with the Town's social media policy.

Town Commission Conduct

It is advisable that Town Commission strictly follow the code of ethics set forth by the Miami-Dade County – Commission on Ethics and Public Trust, as well as compliance with the Florida Sunshine Law.

- Commission members must not communicate amongst themselves in a social media exchange or discussion regarding any matter that is before the board/commission for action.
- Commission members may not utilize the Town's social media outlets for personal use, including posting personal content and/or opinions.
- Without prior authorization from the Town, Commission members should refrain from positing on social media in a manner that would suggest that they are representing the official position of the Town and Town government.
- In the event of an emergency, Town Commission is encouraged to "share" posts created by Town's PIR. It is not advisable to copy & paste a post or paraphrase content to ensure accuracy of information to public.

Resident Conduct on Town Social Media Pages

While social media sites promote an open forum, the Town requests that residents endeavor to make their comments respectful and appropriate. Inappropriate comments, comments not related to the purpose of the page or comments not related to the specific

post are subject to deletion by the PIR or Town designee. The PIR will not engage in a negative conversation on social media. If residents fail to comply with the posting guidelines, the PIR or Town designee may contact the resident and their message may be removed. If the resident posts inappropriate content a second time, the PIR or Town designee will contact the resident and he/she will be blocked from posting to the site.

This forum is monitored on a regular basis. However, residents should NOT use this forum to report emergency situations or time-sensitive issues.

Residents are encouraged to keep the following guidelines in mind when posting:

- Graphic, obscene or explicit comments or submissions are prohibited, as well as comments that are abusive, threatening, hateful or intended to defame anyone or any organization, or comments that suggest or encourage illegal activity.
- Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.
- Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited content will not be tolerated.
- Content should be related to the subject matter of the social media site where it is posted.
- Solicitations or advertisements are prohibited. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, attempts to defame or defraud any person or financial, commercial or governmental agency are not permitted. Information intended to compromise the safety or security of the public or public systems is prohibited.
- Residents' participation is voluntary and taken at residents' own risk. Residents maintain personal responsibility for their comments, their username and/or any information provided.
- All comments are subject to Florida's public records law.
- The appearance of external links on this site does not constitute official endorsement on behalf of the Town of Surfside.

Management of Social Media Applications

Using the established Public Information Program as a guide, the Town of Surfside's PIR is responsible for overall social media administration and management of Nextdoor's

public agency page and social media channels, as well as the oversight of SeeClickFix to ensure directors are responding on a timely basis to resident submissions and receive the tools needed in order to form an appropriate response.

The PIR is responsible for the following:

- Maintain social media pages, including the look and feel of the pages and descriptions;
- Draft and review content for posts on social media platforms;
- Draft content calendars and receive approvals of scheduled content;
- Regularly respond to, and follow-up on, resident questions that abide by Town's social media policy;
- Coordinate the review of any legal matters with the Town's attorney.

Content, Tone and Interactions

- A content calendar for the month is to be drafted by the person responsible for the Town's social media and turned in to the Assistant Town Manager for approval before posting. If more than one person is in charge of social media management, the PIR is required to ensure that the team is on the same page and in-line with the Social Media Policy. The Town's goal is to maintain "one voice" when managing the social media for The Town of Surfside.
- Content must be relevant to the Town of Surfside's mission. It can reflect current news, feature polls or open ended questions to measure resident consensus on community issues, explain future or current Town projects, or highlight Town achievements. It can also include photos, graphics and/or videos associated with the content.
- Responses to residents on social media must always be professional, respectful and diplomatic. Residents should be thanked for taking the time to provide their feedback or ask a question, and also thanked for any positive acknowledgements in their comments. Residents' concerns should be addressed, and/or the residents should be advised that the Town is working on finding a solution to their problems (if applicable). The following provides an outline for recommended steps to respond to residents on social media:
 - Inform the resident that the Town of Surfside is more than happy to address the problem. Identify the steps taken to fix the problem and (if applicable) clearly and professionally explain why a specific problem cannot be fixed and/or refer the resident to a Town administrator who may be able to help.

- The tone on the Town’s social media should never be dramatic, sarcastic, condescending or defensive.
- Interactions with residents on social media should be as transparent as possible. Provide residents with honest feedback and a realistic timeline of when a specific problem or issue may be addressed.
- Follow-up is essential, especially in government-civic affairs. Once a specific matter has been resolved, provide the resident with an update. In the case of SeeClickFix, mark the conversation “closed.”

Emergency Communications on Social Media

Surfside’s Police Department and acting PIO are to immediately communicate with the PIR in writing or via a phone call whenever major incidents occur that could potentially impact residents or local businesses. Examples include:

- Major incidents that involve fatalities or shootings;
- Serious felony crimes (murder or rape);
- Major damage to infrastructure;
- Extensive traffic congestion, road closures due to an accident or construction;
- Incidents at Town facilities;
- Any other incident that using reasonable judgement may be newsworthy;
- Conversely, if a violent threat is made on our social media channels, it must be recorded and reported to the appropriate Town personnel.

The PIR will use this information to share with residents on social media. This is in addition to various other communication channels used by the Town including CodeRed alerts, website, Town notifications, etc.

Media Inquiries

Town Spokespeople:

Only authorized spokespeople are permitted to speak to the press. The spokespeople for the Town of Surfside are as follows:

- Primary Spokesperson – Town Manager*
- Secondary Spokesperson – Mayor*
- Town Matters - Public Information Representative*

Police Matters – Public information Officer

The Town Manager reserves the right to delegate his/her authority as authorized spokesperson for the Town.

Elected Officials:

Elected officials are encouraged to share interview requests with the Town Manager/PIR in order to create consistency in messaging

Media Inquiries via Town Employees:

When a member of the press contacts the Town of Surfside, please follow these steps:

1. Ask the journalist for the *purpose* of his or her call.
2. Record the journalist's *name, media outlet, phone number and email address*.
3. Inform the journalist that someone will follow-up with him or her as soon as possible.
4. Contact the Town's Public Information Officer –or- Public Information Representative within one hour of receiving request via email, text message or phone call. Do not send journalists directly to the Town Manager or Mayor for comment.
 - If it's a police-related matter, reach out to Public Information Officer Marian Cruz at 305-861-4862 Ext. 224 or macruz@townofsurfsidefl.gov
 - *Examples include:* Pending investigation, arrests, murder, crimes such as a burglary or unlicensed practice.
 - If it's a Town matter, reach out to Public Information Representative Rachel Pinzur at 305-725-2875 or Rachel@pinzurpr.com. *Examples include:* Town development stories, events, ordinances, resolutions, new businesses in Surfside, etc.
5. Please do not attempt to answer the journalist's questions. Simply tell the journalist that the PIO or PIR will follow-up with him or her.

Press Policy for Employees

Employees are not authorized to provide any information to the press – with the exception of the name and telephone number and/or email address for the PIR or PIO.

It is every employee's responsibility to inform his/her supervisor or the designated spokesperson if he/she observes members of the press asking questions or taking pictures or if they are contacted by the press.

Employees are not permitted to share sensitive/confidential information pertaining to the Town, an investigation, etc. on their own personal social media pages. Employees who violate the Town's social media policy (refer to Personnel Policies and Procedures Manual) may be subject to disciplinary action, up to and including termination.

PIR and PIO Policy for Media Responses:

In order to create seamless communication and consistent messaging, it's important that the PIR and acting PIO's efforts are aligned. It is the responsibility of both parties to keep

each other copied and informed of media requests and anything of sensitive nature. When working with the press, the PIR and the acting PIO are to follow these steps:

1. Respond to journalist in timely manner, within one to two hours.
2. Confirm journalist's purpose for call and ask journalist for his or her deadline and anticipated questions.
3. Research answers to questions and draft media talking points or press statement.
4. Prepare spokesperson(s) in advance of media interview.
5. If sensitive issues arise, such as a pending legal investigation, run draft media response and statements by Town attorney for approval first. (Refer to crisis communications plan on how to address press in the event of a crisis.)
6. Alert mayor and elected officials and keep them abreast of the situation, along with messaging in case they receive questions from residents and/or businesses.
7. Tailor messaging and provide to Town's human resources director, to be shared with dispatch for example in the event they receive questions from the public.



**Town of Surfside
Town Commission Meeting
November 12, 2020**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C

Date: August 31, 2020

From: Vice Mayor Tina Paul

Subject: Resident Survey Regarding Kayak Launch

Objective – To find out how many residents are interested in having a kayak launch within the Town, and share their expectations and ideas in order to proceed with a course of action and implementation of a Town kayak launch.

Consideration – Several residents have emailed or spoken at Commission meetings in favor of a Kayak launch within the Town. It would be good to know how many residents would like to see the Town implement a kayak launch site, to determine a suitable location to accommodate current and future uses.

In 2012 and 2013, and 2017, the Town entered into project agreements with the Florida Inland Navigation District for grants and assistance funding related to seawall restoration and replacement (FIND Grants). The project agreements provide that these areas shall be readily accessible on a non-exclusive basis to the general public, without regard to residency. Any activities on seawalls funded by the FIND Grants must be open to all members of the public, and not restricted to Surfside residents.

It should be noted that the street ends are considered passive access areas to the waterways where possible, with limitations on parking, ADA accessibility and lack of physical access and facilities. Unauthorized or improper launching of a kayak from the seawall can damage the seawall and possibly cause injury to persons due to an unsafe manner or environment. Fishing from any public property at any time, except a public beach between the hours of 8 pm and 8 am is prohibited in Section 86-2 of the Town Code. This has been in Town Code since 1960 and was revised in 1995 and 1997.

As a first step, it is important to know how many residents desire that the Town implement an area for a kayak launch or fishing. If it is the will of the majority of residents to implement a kayak launch, the Town would then need to identify a location

for the kayak launch. Any location with access to the Bay would require that the Town obtain a Submerged Land Lease or permission of the State of Florida for a floating dock or observation deck, as well as permitting and approval by Miami-Dade County and DERM for the dock. Other requirements and considerations include compliance with ADA accessibility, public access, addressing parking requirements and physical requirements for users and launch of the kayaks. The Town may want to engage a coastal engineering firm to do a feasibility study to perform a comprehensive review and analysis of available kayak launch sites and address environmental aspects, permitting and approvals and physical issues in order to ensure safe and correct implementation.

Another option for consideration is the purchase of a parcel of land to be utilized for the purpose of a kayak launch and fishing, while simultaneously serving as an adult and family park, with outdoor fitness equipment, seating and limited parking. This would support the Town's priority of sustainability and resilience by providing more green space and can include a rain garden to collect stormwater and reduce flooding. There are currently vacant lots in Town that could be purchased with these purposes in mind. This option would provide essential green space and an additional park for residents to enjoy the natural setting of the Bay.

Recommendation – Begin this discussion by providing a survey to be published in the Town Gazette, and eBlast for resident participation in order to ascertain resident feedback for a Town kayak launch and fishing site. Included on the next page are a sample of recommended survey questions for residents.

Resident Survey Regarding Kayak Launch - sample questions

Would you like to have a Kayak launch in Surfside?

Yes / No

What is the ideal location for this?

A Street End • 96th Street Park • A New Park Facility dedicated to Surfside residents

Do you support the purchase of vacant land by the Town to facilitate this?

Yes / No

Would you like the space to include Fishing?

Yes / No

Would you like the space to be available for picnics?

Yes / No

Would you like the space to have outdoor fitness equipment?

Yes / No

Would you like the space to have a facility with restrooms?

Yes / No



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020
Prepared by: Mayor
Subject: Amending Town Code, Conduct of meetings

Objective: Reduce codified restrictions on speech by residents and add procedures for elected officials.

Consideration: Commission to discuss

Recommendation: Adoption

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. - “RULES OF PROCEDURE FOR TOWN MEETINGS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Section 20 of the Town of Surfside Charter provides that the Town Commission
2 of the Town of Surfside shall fix its rules of procedure; and

3 **WHEREAS**, the Town Commission adopted rules of procedure which have been
4 incorporated into Article, VI, Chapter 2 of the Town Code of Ordinances; and

5 **WHEREAS**, the Town Commission desires to amend Article VI. – “Rules of Procedure for
6 Town Meetings;” and

7 **WHEREAS**, the amendments to the ordinance do not conflict with the provisions in Section
8 2-151 Personnel Appeals Board Section, 2-185 Pension Board, Section 70-124 Resort Tax Board
9 or Sections 90-15, 90-16, 90-17, 90-18 of the Zoning Code for Planning and Zoning and Design
10 Review Board members; and

11 **WHEREAS**, the Town Commission held its first public reading on September 18, 2017 and
12 recommended approval of the proposed amendments to the Code of Ordinances having complied
13 with the notice requirements by the Florida Statutes; and
14

15 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
16 these regulations as required by law on October 10, 2017 and further finds the proposed change to
17 the Code necessary and in the best interest of the community.
18

19 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
20 **TOWN OF SURFSIDE, FLORIDA:**
21

22 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
23 this reference:
24

25 **Section 2. Town Code Amended.** Article VI. – “Rules of Procedure for Town Meetings”
26 of the Surfside Town Code of Ordinances are hereby amended and shall read as follows¹:

27 **ARTICLE VI. - RULES OF PROCEDURE FOR TOWN MEETINGS**
28

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double striketrough~~.

29 Sec. 2-201. - Rules of procedure for the town commission and town boards and committees.

30 *Rule 2.01 Governing rules; amendment.* Except as may be provided in the Charter, the
31 Town of Surfside Code, Florida laws or by these rules as set forth in this Article^{ordinance},
32 questions of order, the methods of organization and the conduct of business of the town
33 commission and town boards and committees and to the extent there is no conflict, the town
34 commission, and town boards and committees shall be governed by Robert's Rules of Order
35 ~~Mason's Manual of Legislative Procedure (2010 Edition)~~. Once enacted, and except as already
36 amended by the provisions contained herein, these rules may be amended by ~~two-thirds~~ majority
37 vote of the entire town commission.

38 Sec. 2-202. - Officers.

39 *Rule 3.01 Presiding officer.* The ~~mayor~~Mayor shall preside at all meetings of the town
40 commission at which he or she is present. In the absence of the ~~mayor~~Mayor, the vice
41 ~~mayor~~Mayor shall act as ~~mayor~~Mayor. In the absence of both the ~~mayor~~Mayor and vice
42 ~~mayor~~Mayor, the town commission shall select one of its members as a temporary presiding
43 officer. The presiding officer shall preserve strict order and decorum at all meetings of the
44 commission. A majority vote of the members present shall govern and conclusively determine all
45 questions of order not otherwise covered. The presiding officer has the power, among other
46 things, to recognize a speaker, secure and retain the floor for the speaker and keep order during
47 the time the floor is taken subject to Robert's ~~Mason's~~ Rules and to the rules contained in this
48 article.

49 *Rule 3.02 Clerk.* The town clerk shall act as clerk of the commission. The clerk of the
50 commission shall call the roll, prepare the minutes and shall be custodian of the records and shall
51 certify all ordinances and resolutions adopted by the commission, and perform such other duties
52 as required by the Town Charter.

53 *Rule 3.03 Town attorney.* The town attorney, or such member of the office of the town
54 attorney as may be designated, shall be available to the commission at all meetings: the town
55 attorney shall act as parliamentarian, and shall advise and assist the presiding officer in matters
56 of parliamentary law.

57 *Rule 3.04 Sergeant-at-arms.* The town police chief, or such other town official or employee
58 as the chief may designate, shall be the sergeant-at-arms of the town commission meeting, at the
59 request of the presiding officer or the town manager. The sergeant-at-arms shall carry out all
60 orders and instructions given by the presiding officer or the town manager for the purpose of
61 maintaining order and decorum at the meetings.

62 Sec. 2-203. - Meetings.

63 *Rule 4.01 Regular Meetings.*

64 (a) The commission shall hold regular meetings in accordance with its Charter or, if the Charter
65 provision is amended, in accordance with an ordinance duly adopted by the commission, as
66 may be amended from time to time.

- 67 (1) All regular and zoning meetings shall be held irrespective of whether or not any particular
 68 commission member (including the ~~Mayor~~Mayor) may be able to attend unless otherwise
 69 agreed by a majority of the commission. Such meetings shall be held in the commission
 70 chambers at 9293 Harding Avenue, Surfside, Florida 33154, or such location as may be
 71 approved by a majority of the commission members present and shall be open to the public
 72 and all news media.
- 73 (2) Regular meetings may be otherwise postponed or canceled by resolution or motion
 74 adopted at a regular meeting by a majority of the commission members present.
- 75 (3) No meeting shall continue beyond 11:00 p.m. unless there is an emergency, which is
 76 presented to the Commission, which is then followed with by a vote of the majority of the
 77 members of the commission present, the commission agrees to extend the meeting beyond
 78 this time.
- 79 (4) Workshops may be scheduled at the request of the Mayor, town manager, the town
 80 attorney or a majority of the commission at any time, provided appropriate notice is given.
- 81 (b) Zoning matters shall be scheduled as part of regular town commission meetings unless
 82 otherwise decided by the commission.
- 83 (c) The second reading (public hearing) of the annual budget ordinance or resolution shall be
 84 considered at a meeting at which the said budget ordinance or resolution and the levy of the
 85 millage are the only items on the agenda.

86 *Rule 4.02 Special meetings; emergency meetings.*

- 87 (1a) Special meetings. A special meeting of the commission may be called by the Mayor, a
 88 majority of the members of the ~~Mayor~~, town commission or the town manager. The clerk
 89 shall forthwith serve either verbal or written notice upon each member of the commission
 90 stating the date, hour and place of the meeting and the purpose for which such meeting is
 91 called; and no other business shall be transacted at that meeting, other than that described
 92 in the aforementioned notice. At least twenty-four (24) ~~hours notice~~ hour's notice must
 93 elapse between the time the clerk receives notice in writing and the time the meeting is to
 94 be held.
- 95 (2b) Emergency meetings. An emergency meeting of the town commission may be called by
 96 the Mayor, ~~mayor~~Mayor in accordance with prescriptions of the town charter whenever
 97 in his or her; opinion an emergency exists that requires immediate action by the
 98 commission. Whenever such emergency meeting is called, the ~~M~~Mayor shall
 99 notify the clerk who shall forthwith serve either verbal or written notice upon each
 100 member of the commission, stating the date, hour and place of the meeting and the
 101 purpose for which it is called, and no other business shall be transacted at that meeting,
 102 other than that described in the aforementioned notice. At least 24 hours shall elapse
 103 between the time the clerk receives notice of the meeting and the time the meeting is to
 104 be held.
- 105 (3e) If after reasonable diligence, it is impossible to give notice to each commissioner, such
 106 failure shall not affect the legality of the meeting if a quorum is present. The minutes of
 107 each special or emergency meeting shall show the manner and method by which notice of

108 such special or emergency meeting was given to each member of the commission, or shall
109 show a waiver of notice. All special or emergency meetings shall be open to the public
110 and shall be held and conducted in the Commission Chambers, Town Hall, 9293 Harding
111 Avenue, Surfside, Florida 33154, or other suitable location within the Town of Surfside,
112 Florida. Minutes thereof shall be kept by the town clerk.

113 (4d) No special or emergency meeting shall be held unless notice thereof is given in compliance
114 with the provisions of this rule, or notice thereof is waived by a majority of the entire
115 membership of the commission and in accordance with the town charter.

116 *Rule 4.03 Electronic files presented at public meetings.* Electronic files to be presented at
117 public meetings in the Town of Surfside must be provided to the town clerk by noon on the
118 business day prior to the scheduled meeting.

119 Sec. 2-204. – Boards, cCommittees, sub-committees and ad hoc committees.

120 *Rule 5.01 Boards, ccontinuing committees, sub-committees and ad hoc committees.* There
121 may be continuing committees, sub-committees and ad hoc committees of the town commission
122 created by resolution as the town commission deems necessary to conduct the business of the
123 town appropriately and in accordance with the town charter. Such committees and all Town
124 Boards to the extent these provisions do not conflict with other governing procedures or
125 requirements specific to a particular Board, shall be governed by these rules of procedure and
126 shall be subject to the Florida sunshine and public records laws. Each member of the town
127 commission shall appoint one (1) member to each committee. All appointments are at the will of
128 the appointing member of the town commission and may be removed at any time by the
129 appointing member of the town commission. Members of committees shall be appointed to serve
130 until the expiration of the committee or to the end of the appointing member of the town
131 commission's term.

132 (a+) *Continuing committees and sub-committee committees.* Continuing committees and sub-
133 committees shall exist until abolished by the town commission or shall have a sunset provision.

134 (b2) *Ad hoc committees.* The expiration date for each ad hoc committee shall be designated at the
135 time of formation, or the ad hoc committee shall expire when the ad hoc committee reports to
136 the commission that its designated goal or goals have been accomplished.

137 (c3) All continuing committees, sub-committees and ad hoc committees shall abide by the
138 following procedures:

139 (1)a- *Mission statement.* A mission statement shall be developed by the town commission.

140 (2)b- *Public meetings.* All meetings and business of any committee, sub-committee or ad
141 hoc committee shall comply with the Florida Statutes including that all committee
142 meetings shall be open to the public at all times, noticed, and minutes of the meetings shall
143 be taken and retained in the office of the town clerk. All committee members shall be
144 subject to the State of Florida, Miami-Dade County and Town of Surfside Conflict of
145 Interest and Code of Ethics Ordinance.

146 (3)e- *Agenda.* The committee chairperson shall prepare the agenda for the committee
147 meeting with the assistance of the committee staff liaison. ~~In the chairperson's absence,~~

148 ~~the vice chairperson shall prepare the agenda.~~ Any committee member may propose
149 additional agenda items at any time. Items proposed after the agenda is distributed may
150 only be heard under "New Business" and upon an affirmative vote of the majority of the
151 committee. Each agenda shall also include a section for public comment.

152 ~~(4)d.~~ *Public appearances and requests.* Any person may appear before any committee
153 during the public comment portion of the meeting.

154 ~~(5)e.~~ *Quorum.* A majority of the appointed members of the committee shall constitute a
155 quorum, shall be 50 percent plus one of the committee members. Provided there is a
156 quorum, a majority of those present and voting shall be required to adopt any motion or
157 take any action.

158 ~~(6)~~ *Failure to obtain a quorum.*

159 a. If, 48 hours prior to a regular meeting, the clerk has not received confirmation of
160 attendance from a sufficient number of committee members to constitute a quorum,
161 the meeting shall be canceled for lack of a quorum.

162 b. Should no quorum attend any meeting within 15 minutes after the hour appointed for
163 the meeting, the presiding member or the town clerk may adjourn the meeting. The
164 names of the members present at such meeting shall be recorded in the minutes.

165 ~~(7)f.~~ *Voting.* Each committee member shall be entitled to one vote. The committee shall act as
166 a body in making its decisions. No committee member present at a meeting may abstain
167 from voting unless the committee member possesses a conflict of interest, as provided in
168 either the Florida Statutes or the Miami-Dade County Code of Ethics and submits the
169 appropriate form to the town clerk.

170 ~~(8)g.~~ *Attendance.* In the event that a committee member fails to attend three regularly
171 scheduled meetings in any one calendar year, the committee member may be removed
172 from the committee and the town commission will be notified of the vacancy.

173 ~~(9)h.~~ *Appointments, vacancies and resignations.* Each person appointed to a committee,
174 sub-committee or ad hoc committee shall be appointed by the town commission in the
175 following manner:

176 a1. The ~~mayer~~ Mayor and each member of the town commission shall appoint one
177 member to each committee.

178 b2. Should any appointee resign or be removed during the term of the committee, sub-
179 committee or ad hoc committee, the appointing commissioner may select another
180 appointee in accordance with the procedure outlined as follows:

181 Upon notification of the vacancy of an at-large member, the town clerk shall notify
182 the town commission, or in the case of an individual appointment, the town
183 commissioner responsible for the appointment with a copy to the remainder of the
184 town commission, in writing. ~~The town commission shall establish a deadline for the~~
185 ~~submission of letters of interest to serve on the committee at a commission meeting.~~

186 1. ~~(i)~~ Any person who wishes to serve on a committee and who meets the qualifications
187 of office as set forth in this code and in the resolution creating or re-authorizing

188 the committee, shall submit his or her name and committee application available
189 from the town clerk or on the town website together with a letter of interest to the
190 town clerk ~~by the deadline established by the town commission~~. Thereafter, the
191 town clerk shall provide the appointing town commissioner or the entire town
192 commission, as applicable, with the names and submitted material(s) letters of
193 interest.

194 ~~2.(ii)~~ Nominations and appointments to fill the vacancy shall be made at a town
195 commission meeting. Appointments to fill a mid-term vacancy shall only be
196 made for the remainder of the term of the committee member being replaced.

197 (10)i- *Reappointment.* Committee, sub-committee or ad hoc committee members shall be
198 eligible for reappointment and shall hold office until their successors have been duly
199 appointed and qualified.

200 (11)j- *Residency requirement.* Committee, sub-committee or ad hoc committee members
201 shall be registered qualified electors of Miami-Dade County, Florida, whose legal
202 residence is in the Town of Surfside.

203 (12)k- *Compensation.* All committee, sub-committee or ad hoc committee members shall
204 serve without compensation and shall not otherwise obtain direct or indirect financial gain
205 from their service on a committee.

206 (13)l- *Oath requirement.* All committee, sub-committee or ad hoc committee members
207 shall be required to subscribe to an oath or affirmation to be administered by and filed with
208 the town clerk, swearing to support, protect and defend the Constitution and laws of the
209 United States and of the State of Florida, the Charter and all ordinances of the Town of
210 Surfside and Miami-Dade County, and in all respects to faithfully discharge their duties.

211 (14)m- *Financial disclosure requirement/standards of conduct.* If required by law,
212 committee members shall file appropriate annual financial disclosure forms. All
213 committee members shall be subject to the standards of conduct for public officers and
214 employees set by federal, state, county or other applicable ethics or conflicts of interest
215 laws.

216 (15)n- *Officers and elections.* Except as provided otherwise in the resolution creating or re-
217 authorizing a committee, each committee shall elect a chairperson, and vice-chairperson
218 ~~and secretary~~ at the first committee meeting.

219 (16)o- *Records.* Minutes of all committee meetings shall be prepared by the town
220 administration and shall be available for public inspection. The minutes shall be forwarded
221 to each committee member for review and shall be approved by the committee at a public
222 meeting. Once approved, the meeting minutes shall be forwarded to the town clerk for
223 filing. ~~Attendance and absences must be recorded and submitted to the town clerk along~~
224 ~~with the minutes.~~ The ~~chair~~secretary of a committee, sub-committee or ad hoc committee,
225 working with the staff liaison, shall prepare a final report summarizing the committee's
226 activities, accomplishments, challenges and recommendations during the term. Such
227 report shall be presented for review and approval by the committee no later than the last
228 meeting of the term, and to be submitted to the town clerk for transmittal to the town

229 commission which shall be presented at the first a regular town commission meeting after
230 the election.

231

232 *Rule 5.02 Town commission liaison; appointment and definition.*

233 (a1) *Appointment:* The ~~mayer~~Mayor shall designate and appoint one member of the town
234 commission as the liaison to each board, committee and subcommittee of the town commission.

235 (b2) *Definition:* The town commission liaison is defined as a nonvoting member of a board,
236 committee or sub-committee who communicates the activities of the board, committee or
237 subcommittee to the town commission. The liaison's role is limited to responding to questions
238 posed by members of the board, committee or subcommittee to which the liaison serves. All
239 remarks from the liaison shall be addressed to the chair who serves as the presiding officer.

240 Sec. 2-205. - Conduct of meetings; agenda.

241 *Rule 6.01 Call to order.* Promptly at the hour set for each meeting, the ~~mayer~~Mayor and the
242 members of the town commission, the town attorney, the town manager and the town clerk shall
243 take their regular stations in the commission chambers. The presiding officer shall take the chair
244 and shall call the town commission to order immediately. In the absence of the presiding officer,
245 the town clerk shall then determine whether a quorum is present and in that event shall call for
246 the election of a temporary presiding officer. Upon the arrival of the presiding officer, the
247 temporary presiding officer shall relinquish the chair upon the conclusion of the business
248 immediately before the commission.

249 *Rule 6.02 Roll call.* The town clerk shall call the roll of the members, and the names of those
250 present shall be entered in the minutes. In the event the roll call reflects the absence of any
251 member on official town business that fact shall be noted in the minutes. Any town commissioner
252 who intends to be absent from town commission meeting shall notify the town clerk of the
253 intended absence as soon as convenient.

254 *Rule 6.03 Participation by physically absent member of the town commission; town board*
255 *or committee. ~~shall be permitted, but a town board or committee. -shall no bet permitted.~~ A*
256 *member of the town commission shall be permitted to participate and/or vote telephonically, by*
257 *virtual video or other electric means, provided that a physical quorum of the town commission is*
258 *present. A ~~but, a~~ town board or committee shall not be ~~is not~~ permitted to participate and/or vote*
259 *telephonically, by virtual video -and/or by interactive video.*

260 *Rule 6.04 Quorum.* A majority of the members of the town commission then in office shall
261 constitute a quorum. No ordinance, resolution or motion shall be adopted by the town commission
262 without the affirmative vote of the majority of all the members present.

263 *Rule 6.05 Failure to attain a quorum.* Should no quorum attend within 15 minutes after the
264 hour appointed for the meeting of the commission, the presiding officer or the town clerk may
265 adjourn the meeting. The names of the members present ~~and their action~~ at such meeting shall be
266 recorded in the minutes by the town clerk.

267 Rule 6.06 Agenda.

268 (a) *Order of business.* There shall be an official agenda for every meeting of the commission which
269 shall determine the order of business conducted at the meeting.

270 (1) The order of business shall be as follows:

271 ~~(a1)~~ order of business

272 a. call to order,

273 b. roll call of members,

274 c. pledge of allegiance,

275 d. agenda/order of business (additions/deletions),

276 e. special presentations,

277 (b) public comment on agenda items

278 ~~(b2)~~ quasi-judicial hearings

279 ~~(c3)~~ consent agenda at the pleasure of the commission, approval of minutes, town
280 manager, town attorney reports

281 ~~(d4)~~ ordinances,

282 ~~(e5)~~ resolutions

283 ~~(f6)~~ good and welfare shall be heard at a time certain at 8:15 p.m.

284 ~~(g7)~~ unfinished business and new business

285 ~~(h8)~~ ~~mayor~~ Mayor, town commission and staff communications.

286 ~~(24)~~ Items shall be considered in the order in which they are placed on the agenda unless a
287 majority of the commissioners determines to deviate from the printed agenda.

288 ~~(3)~~ ~~The public may comment- comment on all -agenda items portion of the meeting. -shall be not be~~
289 ~~restricted to discussion on agenda items which are not scheduled for public hearing. Each speaker~~
290 ~~shall be given no more than three minutes to address the agenda speak and shall try to end on~~
291 ~~time as a courtesy to the residents and other participants wishing to also speak on the item. ,~~
292 ~~unless by vote of a majority of the members of the commission present, it is agreed to extend the~~
293 ~~time frames.~~

294 ~~(32)~~ The good and welfare portion of the agenda set for 8:15 p.m. ~~-shall provide for public~~
295 ~~comment on any items related to Town business or any matter within the scope of the~~
296 ~~jurisdiction of the town commission, whether or not included on the agenda for the~~
297 ~~meeting. shall be restricted to discussion on subjects not already specifically scheduled~~
298 ~~on the agenda. In no event shall this portion of the agenda be allotted more than 45 minutes~~
299 ~~with each speaker to be given no more than three minutes, unless by vote of a majority of~~
300 ~~the members of the commission present, it is agreed to extend the time frames. Likewise,~~
301 ~~members of the town commission shall be restricted to speaking three minutes each unless~~
302 ~~an extension is granted in the same manner as set forth in the prior sentence. The rules of~~

303 section 2-207(e) as set forth hereinbelow shall be observed during this portion of the
304 agenda.

305 (43) The town commission shall not take action upon any matter, proposal, or item of business
306 which is not listed upon the official agenda, unless it is approved at the meeting by a
307 majority of the entire commission, which shall have first consented to the matter for
308 consideration. No ordinance, resolution or other matter listed on the agenda for public
309 hearing, or the vote thereon, may be deferred until a later time unless a majority of the
310 entire town commission shall vote in favor of such deferral.

311 (b) ~~Authority to p~~Placing items on agenda.

312 ~~(12) Ordinances, Resolutions and O~~Ordinances may be prepared and scheduled on the agenda
313 at the direction of the town commission, a town commissioner with the support of the
314 majority of the commissioners present at a town commission meeting, or by Mayor, the
315 town manager, town attorney or town clerk.

316 ~~(21) All other matters.~~ Matters, other than ~~resolutions or~~ ordinances, may be placed on the
317 agenda by any member of the town commission, the town manager, the town attorney and
318 the town clerk. ~~Members of the town commission may, at a town commission meeting,~~
319 ~~direct the town manager or the town attorney to prepare an resolution or ordinance for~~
320 ~~placement on the agenda for the following agenda.~~

321 ~~(32)Deadline.~~ In no event may any town commissioner place an item on an agenda unless all
322 materials for the item are provided to the town clerk by 12:00 noon seven working days
323 prior to the meeting date unless approved by the Town Manager. Any complete item
324 provided after 12:00 noon seven working days prior to the meeting date shall be
325 distributed to the commission with a "7-day cover memo" and shall be added to the agenda
326 only if a majority of the commissioners present consent to the addition of the item to the
327 agenda.

328 (c) Approval of minutes. All minutes shall be summary in nature. A copy of such completed
329 minutes shall be placed on a regular agenda and may only be approved by a majority of the
330 members of the town commission, and upon such approval shall become the official minutes.

331 Rule 6.07 Ordinances, resolutions, motions, contracts.

332 (a) Preparation and enactment of ordinances. The town attorney shall prepare ordinances and
333 resolutions. Ordinances may be introduced, listed by title and shall be read by title only before
334 consideration by the town commission on first reading. At public hearing, each ordinance shall
335 be voted on individually by a call of the roll. Only resolutions and motions may be enacted by
336 voice vote calling for "ayes" or "no" on the question.

337 (b) Approval by town attorney. All ordinances, resolutions and contract documents, before
338 presentation to the town commission, shall have been reduced to writing and reviewed for form
339 and legality by the town attorney. Ordinances, resolutions and contract documents, in their
340 final form as approved by the Town Commission shall be ~~have been~~ approved as to form and
341 legality by the town attorney prior to execution.

342 (c) *Introduction and sponsorship.* Ordinances, resolutions and other matters and subjects requiring
343 action by the town commission may be introduced and sponsored by the ~~mayor~~Mayor or any
344 member of the town commission, ~~except that either the~~ The town manager, the town attorney or
345 town clerk may present ordinances, resolutions and other matters or subjects to the town
346 commission for consideration, and any commissioner may assume sponsorship thereof by
347 moving that such ordinance, resolution, matter or subject be adopted in accordance with law;
348 otherwise they shall not be considered.

349 (d) *Sunset.* There is no requirement for any ordinance to contain a sunset provision.

350 (e) *Zoning exception.* The provisions of this Rule 6.06 shall not be applicable to zoning resolutions
351 which shall be governed exclusively by the Zoning Code.

352 ~~(f) *No commission jurisdiction.* Prior to the commission's considering any resolution over which~~
353 ~~the commission does not have substantive jurisdiction, including resolutions expressing the~~
354 ~~commission's intent or opinion, a preliminary vote shall be taken to determine whether it is~~
355 ~~appropriate for the commission to consider such resolution. Unless the commission, by a two-~~
356 ~~thirds vote of the members present, agrees to consider the resolution, the resolution shall be~~
357 ~~deemed to have failed. If the commission agrees to consider the resolution, the resolution shall~~
358 ~~be heard after all other resolutions sponsored by commissioners have been addressed by the~~
359 ~~commission. If the commission decides to discuss such resolution, the resolution shall require~~
360 ~~a two-thirds affirmative vote of the commissioners present in order to be passed. The provisions~~
361 ~~of this ordinance shall not apply to resolutions relating to state or federal legislative priorities.~~

362 *Rule 6.08 Statement of fiscal impact required for ordinances; exceptions.* Prior to the second
363 reading of any ordinance, the town manager shall prepare a written statement setting forth the
364 fiscal impact, if any, of the proposed ordinance. No ordinance shall be considered on second
365 reading if the statement of fiscal impact is not submitted with the ordinance as part of the agenda.
366 The provisions of this rule shall not apply to any emergency ordinance or any budget ordinance
367 or resolution.

368 *Rule 6.09 Limitation on agenda items.* No commissioner shall sponsor or cosponsor a total
369 of more than three ordinances for first reading and three resolutions at any commission meeting.
370 This provision shall not be applied to ordinances or resolutions which are intended to correct
371 scrivener's errors.

372 Sec. 2-206. - Public participation.

373 *Rule 7.01 Persons authorized on the dais.* No person, except town officers or their
374 representatives, shall be permitted on the dais unless authorized by the presiding officer or a
375 majority of the town commission.

376 *Rule 7.02. Citizens presentations; public hearings.*

377 (a) *Citizens' presentations.* Any citizen ~~may request may request shall be entitled shall be entitled~~
378 ~~to be placed on the official agenda of a regular meeting of the town commission and be heard~~
379 ~~concerning any matter within the scope of the jurisdiction of the town commission~~ outside of
380 Good and Welfare. Only members of the town commission and the town manager may place
381 a citizen on the official agenda.

382 (b) *Public hearings.* Any citizen shall be entitled to speak on any matter appearing on the official
383 agenda under the section "public hearings."

384 (c) *Public discussion on agenda items.* ~~No citizen shall be entitled~~ Citizens shall be permitted to
385 address the town commission on any matter listed on or added to the official agenda which is
386 not scheduled for public hearing, discussion or debate. ~~except during Public Comment on~~
387 ~~Agenda Items unless the item is opened for public comment and the speaker recognized by the~~
388 ~~Chair~~ Good and Welfare. When the town commission considers an agenda item that is open for
389 public hearing, discussion or debate that is not a public hearing and on which the public
390 comment is either unanimously in favor or unanimously against the item's passage, input from
391 members of the public shall be limited to no more than three minutes on any given item, unless
392 an extension is granted by a majority of the members of the town commission.

393 *Rule 7.03 Registration of speakers.*

394 (a) Registration of speakers ~~shall be required~~ shall be encouraged. The town clerk shall prepare
395 appropriate registration cards. The cards shall include a place for the speaker to provide his/her
396 name, address, lobbyist registration status which may be verified by the town clerk prior to
397 speaking, and the agenda item on which he or she is speaking ~~if registration is required on a~~
398 ~~particular agenda item.~~

399 (b) For any single agenda item, and except for zoning, no more than one-half hour per side shall
400 be allocated to speakers from the public. The presiding officer shall limit the time of each
401 individual speaker in order to insure compliance with this rule.

402 *Rule 7.04 Addressing commission, manner, time.* Each person, other than ~~salaried~~ members
403 of the town staff, who addresses the town commission shall step up to a podium and shall give
404 the following information in an audible tone of voice for the minutes:

405 (a) Name;

406 (b) Address;

407 (c) Whether the person speaks on his or her own behalf, a group of persons, or a third party; if the
408 person represents an organization, the person shall also indicate the number of members in the
409 organization, the annual dues paid by the members, the date of the most recent meeting of the
410 organization's board or governing council, and whether the view expressed by the speaker
411 represents an established policy of the organization approved by the board or governing
412 council, if requested; if the person is speaking on behalf of a group, s/he shall be required to
413 register as a lobbyist if required by that ordinance and shall state for the record: (i)
414 Compensation, if any, (ii) whether the person or any immediate family member has a personal
415 financial interest in the pending matter, other than as set forth in (i) if requested.

416 Unless further time is granted by the town commission and with the sole exception of zoning items
417 which shall not have a prescribed time limit unless imposed by the chair in accordance with the
418 advice of the town attorney, the statement shall be limited to the times prescribed herein. All
419 remarks shall be addressed to the town commission as a body and not to any member thereof. No
420 person, other than the ~~mayor~~ Mayor, members of the town commission and the person having the
421 floor shall be permitted to enter into any discussion, either directly or through a member of the

422 commission, without the permission of the presiding officer. No question shall be asked of any
423 member of the town commission except through the presiding officer.

424 *Rule 7.05 Decorum.* Any person making ~~impertinent or~~ slanderous remarks ~~or who becomes~~
425 ~~boisterous~~ while addressing the town commission shall be warned. If after the warning, the
426 behavior continues, —said person shall be barred from further appearance before the town
427 commission by the presiding officer for the duration of the meeting, unless permission to continue
428 or again address the town commission is granted by the majority vote of the town commission
429 members present. ~~No clapping, applauding, h~~Heckling or verbal outbursts in support or
430 opposition to a speaker or his or her remarks shall not be permitted. ~~Signs or placards may be~~
431 ~~disallowed in the town commission chambers by the presiding officer. Persons exiting the town~~
432 ~~commission chambers shall do so quietly.~~

433 Sec. 2-207. - Rules of debate.

434 *Rule 8.01 Rules of debate.*

435 (a) *Questions under consideration.* When a motion is presented and seconded, it is under
436 consideration and no other motion shall be received thereafter, except to adjourn, to lay on the
437 table, to postpone, or to amend until the question is decided. These motions shall have
438 preference in the order in which they are mentioned. A motion to adjourn and a motion to lay
439 on the table shall be decided without debate. Final action upon a pending motion may be
440 deferred until a date certain by a majority of the members present.

441 (b) *As to the presiding officer.* The ~~mayor~~Mayor, as presiding officer, may vote on but shall not
442 move or second an item of debate. The presiding officer, however, upon relinquishing the chair,
443 may move or second an item, ~~vote~~, subject only to such limitations as are by these rules
444 imposed upon all members.

445 (c) *Getting the floor, improper references to be avoided.* Every member desiring to speak for any
446 purpose shall address the presiding officer, ~~and~~ upon recognition, ~~shall be confined to the~~
447 ~~question under debate avoiding all personalities and indecorous language.~~

448 (d) *Interruption; call to order; appeal a ruling of the chair.* A member once recognized shall not
449 be interrupted when speaking unless it is a call to order or as herein otherwise provided. If a
450 member be called to order, the member shall cease speaking until the question of order is
451 determined by the presiding officer, and if in order, the member shall be permitted to proceed.
452 Any member may appeal to the town commission from the decision of the presiding officer
453 upon a question of order when, without debate, the presiding officer shall submit to the town
454 commission the question, "Shall the decision of the chair be sustained?" and the town
455 commission shall decide by a majority vote.

456 (e) *Time limit for Consent agenda debate.* The presiding officer shall open for public comment on
457 any items on the consent agenda, prior to commission consideration of the consent agenda.
458 There shall be no dDebate on any motion pertaining to an item on the consent agenda, however,
459 any member of the town commission may pull an item from the consent agenda for
460 consideration shall be limited to three minutes. After three minutes of debate the item shall be
461 removed from the consent agenda, if any, and placed on the regular town commission agenda.

462 ~~The discussion by the town commission on any one item shall not exceed one half hour or~~
463 ~~unless an extension is granted by a majority of votes of the town commission.~~

464 (f) *Privilege of closing debate.* Any town commission member (including the presiding officer)
465 shall have the privilege of closing the debate by making a motion to that effect and provided it
466 is affirmed by vote of a majority of the town commission present.

467 (g) *Method of voting.* After the debate is closed, and/or the motion is restated if necessary, the
468 presiding officer shall call for a vote on the motion. Voting shall be by roll call or voice vote,
469 or paper ballot (at the decision of the majority of the commission in certain circumstances)
470 depending on whether the ballot is on an ordinance or resolution or motion. Ordinances require
471 a roll call vote by calling the names of the members of the town commission in rotating order,
472 provided that the ~~V~~ice-mayorMayor shall vote next to last and alphabetically by surname,
473 except that the names shall be rotated after each roll call vote, if requested, so that the
474 commissioner who voted first on a preceding roll call shall vote last upon the next subsequent
475 matter; provided, however, that the presiding officer, if a member of the town commission,
476 shall always cast the last vote.

477 The town clerk shall call the roll, tabulate the votes, and announce the results. The vote upon
478 any resolution, motion or other matter may be by voice vote as previously noted, provided that
479 the presiding officer or any commissioner may require a roll call to be taken upon any
480 resolution or motion.

481 (h) *Explanation of vote; conflicts of interest.* There shall be no discussion by any town
482 commissioner voting, and the town commissioner shall vote yes or no. Any town
483 commissioner, upon voting, may give a brief statement to explain his or her vote. A town
484 commissioner shall have the privilege of filing with the clerk a written explanation of his or
485 her vote. Any town commissioner with a conflict of interest on a particular matter shall refrain
486 from voting or otherwise participating in the proceedings related to that matter and must leave
487 the commission chambers until the consideration of that matter is concluded and file the proper
488 form with the town clerk.

489 (i) *Tie votes.* Whenever action cannot be taken because the vote of the town commissioners has
490 resulted in a tie, the status quo shall continue in effect and the proposed ordinance, resolution
491 or motion that produced the tie vote shall be removed from the agenda without prejudice to its
492 reintroduction on a de novo basis at a later time, ~~provided that in zoning and other quasi-~~
493 ~~judicial matters when action on a resolution results in a tie vote, such resolution matter shall~~
494 ~~be carried over to the next regularly scheduled meeting for the consideration of such quasi-~~
495 ~~judicial matters unless the town commission designates a different time for such~~
496 ~~reconsideration.~~

497 (j) *Vote change.* Any town commissioner may change his or her vote before the next item is called
498 for consideration, or before a recess or adjournment is called, whichever occurs first, but not
499 thereafter. In this case, the town clerk shall call back the vote and verify the outcome for the
500 presiding officer.

501 (k) *No motion or second.* If an agenda item fails to receive a motion or second, it shall be removed
502 from the agenda and shall be reintroduced only in accordance with the renewal provisions of
503 Rule 8.01(m).

504 (l) *Reconsideration.* An action of the town commission may be reconsidered only at the same
505 meeting at which the action was taken, or, if not, at the next meeting thereafter a motion to
506 reconsider may be made only by a town commissioner who voted on the prevailing side of the
507 question and must be concurred in by a majority of those present at the meeting. ~~A motion to~~
508 ~~reconsider shall not be considered unless at least the same number of town commissioners is~~
509 ~~present as participated in the original vote, or upon affirmative vote of two thirds of those~~
510 ~~commissioners present.~~ Adoption of a motion to reconsider shall rescind the action
511 reconsidered.

512 (m) *Renewal.* Once action is taken on a proposed ordinance or resolution neither the same matter
513 nor its repeal or rescission may be brought before the town commission again for a three-month
514 period following the said action unless application for renewal by three commissioners is first
515 submitted to the presiding officer. Should an ordinance or resolution be proposed that raises
516 the same previously resolved matter, or its repeal or rescission, in different or modified form
517 during the three-month period, the presiding officer may declare the proposal out of order.

518 (n) *Adjournment.* A motion to adjourn shall always be in order and decided without debate.

519 (o) *Suspension of the rules.* No rule of procedure adopted by the town commission shall be
520 suspended except by an affirmative vote of a majority two-thirds of the members of the town
521 commission present.

522 Sec. 2-208. - Additional ordinances prescribing town commission procedure.

523 ~~Rule 9.01 Representation of Town of Surfside. Whenever~~ The presiding officer town
524 ~~commission may, with the consent of the designee, designate a member(s) of the town~~
525 ~~commission to represent the town commission at such meetings, conferences or other occasions~~
526 ~~as deemed~~ deems it necessary or desirable that by the town commission, shall be represented at
527 ~~meetings, conferences or other occasions involving other governmental entities, agencies,~~
528 ~~officials or groups, or non-governmental organizations, or departments, agencies or officials of~~
529 ~~the town government, the presiding officer may designate members of the town commission to~~
530 ~~represent the town commission at such meetings, conferences or other occasions, with the consent~~
531 ~~of the designee. A designation must be ratified by a majority of the members of the town~~
532 ~~commission then present may disapprove any such appointment.~~ Such representative(s) shall have
533 no power to act for or on behalf of the town commission, or to make any commitment or binding
534 obligation on behalf of the town commission or the town. Such representatives shall report to the
535 town commission with regard to such meeting, conference or other occasion.

536 *Rule 9.02 Noncompliance with procedural rules.* If a procedural rule pursuant to this Article
537 VI. — "Rules of Procedure for Town Meetings" is not complied with as a result of either mistake,
538 inadvertence or excusable neglect, as those terms are defined by law, by either the presiding
539 officer or the parliamentarian, then the validity of the underlying substantive ordinance,
540 resolution, motion or other action shall in no way be affected thereby, and the failure of
541 compliance with said procedural rule shall not be the basis for any person or party to challenge
542 any ordinance, resolution or other action.

543 Sec. 2-209. - Amendment to rules of procedure for town meetings.

544 Once adopted, changes to these rules may be made as changes to any other ordinance are
545 made by a majority vote and after two readings of the amendatory ordinance.

546 Secs. 2-210—2-225. - Reserved.

547 **Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is held
548 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
549 no way affect the validity of the remaining portions of this ordinance.

550 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby
551 ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside
552 Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
553 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
554 appropriate word.

555
556 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
557 Resolutions in conflict herewith are hereby repealed.

558
559 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

560
561 **PASSED and ADOPTED** on first reading this 18th day of September, 2017.

562
563 **PASSED and ADOPTED** on second reading this 10th day of October, 2017.

564
565
566 On Final Reading Moved by: _____

567
568 On Final Reading Second by: _____

569
570
571 **FINAL VOTE ON ADOPTION:**

572 Commissioner Daniel Gielchinsky _____

573 Commissioner Michael Karukin _____

574 Commissioner Tina Paul _____

575 Vice ~~Mayor~~ Mayor Barry Cohen _____

576 ~~Mayor~~ Mayor Daniel Dietch _____

577
578
579
580 _____
Daniel Dietch, ~~Mayor~~ Mayor

581
582 **ATTEST:**

583

584 _____
585 Sandra Novoa, MMC, Town Clerk

586 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
587 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

589 _____
590 Weiss Serota Helfman Cole and Bierman, P.A.
591 Town Attorney
592



MEMORANDUM

ITEM NO. 9E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Topper Selection for 4 x 4 Posts on Hardpack and Walking Path

The Public Works Department is 70% complete with the changing of 4x4 posts and rope along the hardpack and walking path on the east boundary of the Town of Surfside. Per the commission meeting held on July 28, 2020, direction was given to the Town Administration to finalize the remaining 30% of the 4x4 posts and rope replacement project and to include in the scope of work the addition of toppers to the 4x4 posts in order to prolong replacement cycle.

A total of 4 topper options were reviewed. **Table A – “Topper Option Costs”** below shows the total additional cost for each option:

| Option | Total Quantity (each) | Unit Price | Total Cost |
|--------|-----------------------|------------|-------------|
| 1 | 1800 | \$9.98 | \$17,964.00 |
| 2 | | \$9.77 | \$17,586.00 |
| 3 | | \$2.47 | \$4,446.00 |
| 4 | | \$3.98 | \$7,164.00 |

Table A – “Topper Option Costs”

A picture of each option can be found in **Exhibit A – “Topper Option”**. The Town Administration is requesting for the Town Commission to provide direction on which topper to proceed with. The 4x4 post and rope replacement project is budgeted and there are enough funds in the project budget to cover any of the four options.

Reviewed by: JG

Prepared by: HG



OPTION 1

COPPER AND WOOD HYBRID
\$9.98 each (1800 total posts)



OPTION 2

WOOD WITH MILLWORK TRIM
\$9.77 each (1800 total posts)

LAST
 REVISION
 08/03/2020

DESCRIPTION:
 Topper Option 1 and Topper Option 2



TOWN OF SURFSIDE

TOWN OF SURFSIDE
 4x4 Topper Options

SCALE:

SHEET
 1 of 2



OPTION 3
PLASTIC
 \$2.47 each (1800 total posts)



OPTION 4
COPPER HEAD
 \$3.98 each (1800 total posts)

LAST
 REVISION
 08/04/2020

DESCRIPTION:
 Topper Option 3 and Topper Option 4



TOWN OF SURFSIDE

TOWN OF SURFSIDE
 4x4 Topper Options

SCALE:

SHEET
 2 of 2



MEMORANDUM

ITEM NO. 9F

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Building Department Document Scanning

On March 18, 2018, the Town Commission approved a contract with Blue Digital Corporation to scan all existing building plans and building department documents. It was determined that the Town of Surfside building files and plans were still of significant historic value to each property given the level of interest in the properties and the Town could lower costs by no longer having to lease offsite storage. All new building and substantial construction plans are required to be submitted electronically. Smaller scale projects plans may be provided electronically.

Scanning all existing building plans and building department documents and publishing to the Town website would create convenient public records access to end users including residents, property professionals, design professionals and government agencies. The continued use of departmental resources on public records requests and the handling of increasingly perishable plans would be eliminated. A gain in CRS points for open access of electronic documents and ease of public use would increase departmental efficiency and productivity. The Town currently pays approximately \$30,000 per year in offsite storage costs for these documents which would be eliminated when the project is completed.

Document files are prepared by staff and the selected vendor collects said documents and scans them onto digital media. The scanned documents in PDF format are returned to the Town on CD. Staff then saves all files follow an electronic document management naming convention of Property Folio and Property Address. All subfolders contain permits and plans for said property.

Reviewed by: JG

Prepared by: AG



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Demolition by neglect

Objective: Introduce a new ordinance to prevent property owners from allowing their properties to deteriorate.

Consideration: Commission to discuss

Recommendation: Adoption

TO: Land Use and Sustainability Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 6, 2020

TITLE: **DISCUSSION: ESTABLISHMENT OF PENALTIES FOR PROPERTY OWNERS ENGAGING IN DEMOLITION BY NEGLECT**

ACTION REQUESTED:

Conclude the item and recommend that the City Commission adopt the attached ordinance.

ADMINISTRATION RECOMMENDATION:

Discuss the item and recommend that the City Commission adopt the attached ordinance.

HISTORY:

On July 17, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the discussion item to the Land Use and Development Committee (Item C4 O). The item was discussed at the September 18, 2019 LUDC meeting, and continued to the October 30, 2019 meeting with the following direction:

1. The administration and City Attorney's office will research and provide recommendations regarding a process for imposing proportional fines, development and use reductions, and building registrations.
2. The administration will bring a discussion item to the October 8, 2019 meeting of the Historic Preservation Board for recommendations on posting unsafe structures on the city's website.

On October 30, 2019, the item was discussed and continued to the December 2, 2019 LUDC, with the following direction:

1. The administration and the City Attorney will further evaluate the recommendations noted in the LUDC memo regarding proportional fines and building registry, as well as creating a process for as-built drawings of contributing structures.
2. Recommend that the City Commission refer the proposed amendment to chapter 118, article X, pertaining to a presumption clause, to the Planning Board.
3. The addresses of properties that have both an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official will be posted on the City website. This list shall be posted within the Building Department webpage, and the Planning Department webpage shall contain a direct link.

The December 2, 2019 LUDC meeting was cancelled, and the item was moved to the January 21, 2020 agenda of the newly created Land Use and Sustainability Committee. On January 21, 2020 the item was continued to the February 18, 2020 LUSC meeting. On February 18, 2020 the item was continued to March 17, 2020. The March 17, 2020 was cancelled and the item was moved to the May 6, 2020 LUSC agenda.

ANALYSIS:

PLANNING AND LEGAL ANALYSIS

On October 8, 2019, the Historic Preservation Board discussed the matter and recommended that the City begin the process of posting the addresses of properties that have an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official on the City website. The Board also recommended that this information be available on either the Building Department or Planning Department page.

As indicated on October 30, 2019, planning staff and the City Attorney's office have researched and discussed other options to address demolition by neglect in historic districts. The following is an update and summary of these efforts:

1. Fines. The way properties are currently fined is general and not specific to the size of the building. The administration and the City Attorney's office have researched the concept of proportional fines and it appears that it is not pre-empted under State law. The administration and the City Attorney are exploring potential amendments that would result in more proportional fines for larger buildings.
2. Building Registry. The Building Department is researching and evaluating a method to establish a building registry process.

UPDATE

The ordinance pertaining to the presumption clause, as previously recommended by the Land Use and Development Committee, is pending before the City Commission and scheduled to be adopted on May 13, 2020. Additionally, a list of unsafe buildings has been posted on the City website, with a direct link from the planning department webpage.

About as-built drawings, as indicated previously, there are a couple of different options; each, however, has a budget impact and would need to be part of a budget enhancement for FY 2021. These include hiring an architectural firm or local University to do built drawings based upon available archival plans and a field assessment. Another potential option would be laser scanning and point cloud files that are then rendered. In those instances where a contributing building is proposed to be replaced or substantially modified, the Architect of record already puts together a detailed set of as-built drawings. Given the current limited need for such drawings on an emergency basis, as well as the potential cost of computer software required, the administration recommends that such a process not move forward at this time.

The administration has reviewed a model building registry ordinance from the City of Riviera Beach, as well as an updated list of abandoned commercial properties, which is color coded based on priority. Also included in the list of properties is the number of stories and the square footage to assist with determining appropriate, proportional fees. The attached draft ordinance, which amends chapter 58 of the City Code, and creates a building registry process specific to Miami Beach. The following is a summary of the key points of the proposed ordinance:

- Terms specific to the proposed Abandoned and Vacant Properties Registry have been defined.
- Division 4 has been created within chapter 58, establishing an Abandoned and Vacant Properties Registry.
- Applicability: All properties within a locally designated historic district are subject to the Abandoned and Vacant Properties Registry. A property must register within 15 days of becoming abandoned or vacant.
- Detailed registration requirements have been developed. This includes a nonrefundable annual registration fee in the amount of two hundred dollars (\$200) per property, as well as a nonrefundable annual fee of thirty cents (\$0.30) per square foot shall be paid for any building or structure that exceed three (3) stories. This tiered approach to assessing fees will have a greater impact on larger structures, which are typically more vulnerable to demolition by neglect.
- A responsibility for compliance section is established, requiring that is the responsibility of the owner to maintain the property in accordance with the provisions in this article.

The administration believes that the proposal herein will create a fair and transparent process for tracking at risk properties within the City's local historic district. Additionally, it will allow for the City to proactively monitor the conditions of the structures, and better enforce the demolition by neglect section of the City Code.

The one section of the legislation that still needs to be worked out is the administering City department for the registry. The administration is discussing this internally, and it is anticipated that this piece of the legislation will be ready for first reading.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

Departments

Planning

ATTACHMENTS:

| Description | Type |
|---|------|
| □ Draft ORD - Building Registry | Memo |



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Excessive Homeless contribution made by the former Commission

Objective: Report on an excessive contribution made by the former Commission and request that the Commission authorize a letter to request a refund of at least 50%.

Consideration: Commission to discuss

Recommendation: Adoption



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Free (hassle-free) downtown parking for residents

Objective: Enhance parking for residents in Town / Introduce electric vehicles.

Consideration: Commission to discuss

Recommendation: Adoption



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Records Retention Policy

Objective: To prevent the destruction of records at Town Hall.

Consideration: To discuss with the Commission

Recommendation: Adoption



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Short term rentals

Objective: To clarify the laws associated with same

Consideration: Discuss with Commission

Recommendation: TBA



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: October 5, 2020
Prepared by: Charles Kesl
Subject: Quality Control, Quality Assurance

Objective: Make assessments for Proposals to gain a full understanding of its impacts over time and define measurable goals to track over time for success. This ensures projects are well thought out with clearly defined goals. It shows value, and in turn encourages better investments with future proposals. A business and operational standard in setting goals is to make sure they are specific, measurable, achievable, relevant and time-based (“S.M.A.R.T”).

Consideration: Proposal assessments include or may include:

COSTS: Short term, long term. Direct, indirect.

IMPACTS: Budget, environmental, staff and support

FEASIBILITY: Does this fit and can it work.

RISK: What could happen negatively, how impactful and what will be response

ORGANIZATION: changes, areas to improve

RESOURCES: Map out all resources internal and external

Any project proposal will also define its goals through defining what will be tracked on a “dashboard” and assessed and reported on over time. The Value Proposition, if adopted, will hold the project and its leaders accountable to value.

This may sound overwhelming, but once adopted it becomes quite clear that it is helpful and brings a common set of principles for everyone to work with. It means assessments are less subjective and open to interpretation and criticism which can change over time as circumstances change.

Recommendation: Using S.M.A.R.T goals is critical to show objective value to everyone, from Town Manager to members of the Commission, to Town staff members, to most importantly taxpaying residents. SMART is an acronym that stands for **Specific, Measurable, Achievable, Relevant and Time-based**. Each element of the SMART framework works together to create a goal that is carefully planned, clear and trackable. Work with the Town Manager and staff to develop a recommendation for implementation of S.M.A.R.T goals. Assessments and requirements can be rolled out so as to not overwhelm the systems and workflow of Town governance. The team will actually set SMART goals for defining success for the project and rollout itself. It will speak for itself, while practicing what it preaches.

Commissioner Kesl is looking for two or more co-sponsors to get support and traction for the Objective. Inform the Town Manager if you are interested.



MEMORANDUM

ITEM NO. 9M

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Weiss Serota Contract Follow up

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a report on the expenditures related to the Weiss Serota Town Attorney contract for the period of January 2019 through December 2019.

Please find attached requested report. Th report was provided to Commission on April 7, 2020.

Reviewed by: LA

Prepared by: JDG



Town of Surfside, Florida

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

By Vendor Name

Payable Number

Item Description

Vendor Set: 01 - Vendor Set 01

1067 - WEISS SEROTA HELFMAN COLE

Description

Units

Price

Amount

Post Date

1099 Account Number

Payment Number

Account Name

Payment Date

Amount

Shipping Dist Amount

Tax

Discount

Net

Payment

| Payable Number | Description | Units | Price | Amount | Post Date | 1099 Account Number | Payment Number | Account Name | Payment Date | Amount | Shipping Dist Amount | Tax | Discount | Net | Payment |
|----------------|--|-------|-------|-----------|-----------|---------------------|----------------|-----------------------|--------------|------------|----------------------|------|----------|------------|------------|
| 12345 | SEP-19 PARTICIPATION OF COAL OF CITIES F19/30/2019 | 0.00 | 0.00 | 1,923.08 | 1/28/2019 | 001-1500-514-31-10 | 112423 | PROFESSIONAL SERVICES | 1/22/2020 | 485,923.86 | 0.00 | 0.00 | 0.00 | 485,923.86 | 485,923.86 |
| | SEP-19 PARTICIPATION O | 0.00 | 0.00 | 1,923.08 | 1/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 1,923.08 | 0.00 | 0.00 | 0.00 | 1,923.08 | 1,923.08 |
| | | | | | | | | | | 1,923.08 | | | | | |
| 212256 | LEGAL FEES DECEMBER 2018 12/1/2018-12/31/2019 | 0.00 | 0.00 | 2,596.52 | 1/28/2019 | 001-1500-514-31-10 | 109435 | PROFESSIONAL SERVICES | 2/22/2019 | 2,596.52 | 0.00 | 0.00 | 0.00 | 2,596.52 | 2,596.52 |
| | LEGAL FEES DECEMBER 21 | 0.00 | 0.00 | 2,596.52 | 1/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 2,596.52 | | | | | |
| 212257 | LEGAL FEES 12/1/18-12/31/2018 | 0.00 | 0.00 | 29,653.84 | 1/28/2019 | 001-1500-514-31-10 | 109435 | PROFESSIONAL SERVICES | 2/22/2019 | 29,653.84 | 0.00 | 0.00 | 0.00 | 29,653.84 | 29,653.84 |
| | LEGAL FEES 12/1/18-12/31/2018 | 0.00 | 0.00 | 29,653.84 | 1/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 29,653.84 | | | | | |
| 212258 | LEGAL DECEMBER 12/1/18-12/31/2018 | 0.00 | 0.00 | 125.00 | 1/28/2019 | 001-220-90-10 | 109435 | COST RECOVERY | 2/22/2019 | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 | 125.00 |
| | LEGAL DECEMBER 12/1/1 | 0.00 | 0.00 | 125.00 | 1/28/2019 | 001-220-90-10 | | COST RECOVERY | | 125.00 | | | | | |
| 212259 | LEGAL FEES DECEMBER 12/1/2018-12/31/2019 | 0.00 | 0.00 | 125.00 | 1/28/2019 | 001-1500-514-31-10 | 109435 | COST RECOVERY | 2/22/2019 | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 | 125.00 |
| | LEGAL FEES DECEMBER 1 | 0.00 | 0.00 | 125.00 | 1/28/2019 | 001-1500-514-31-10 | | COST RECOVERY | | 125.00 | | | | | |
| 212260 | LEGAL FEES DECEMBER 2018 12/1/2018-12/31/2019 | 0.00 | 0.00 | 6,267.29 | 1/28/2019 | 001-1500-514-31-10 | 109435 | PROFESSIONAL SERVICES | 2/22/2019 | 6,267.29 | 0.00 | 0.00 | 0.00 | 6,267.29 | 6,267.29 |
| | LEGAL FEES DECEMBER 21 | 0.00 | 0.00 | 6,267.29 | 1/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 6,267.29 | | | | | |
| 212261 | LEGAL FEES DECEMBER 12/1/2018-12/31/2019 | 0.00 | 0.00 | 482.50 | 1/28/2019 | 001-1500-514-31-10 | 109435 | PROFESSIONAL SERVICES | 2/22/2019 | 482.50 | 0.00 | 0.00 | 0.00 | 482.50 | 482.50 |
| | LEGAL FEES DECEMBER 1 | 0.00 | 0.00 | 482.50 | 1/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 482.50 | | | | | |
| 213421 | LEGAL FEES FOR JANUARY 2019 | 0.00 | 0.00 | 858.00 | 2/28/2019 | 001-1500-514-31-10 | 109833 | PROFESSIONAL SERVICES | 4/8/2019 | 858.00 | 0.00 | 0.00 | 0.00 | 858.00 | 858.00 |
| | LEGAL FEES FOR JANUARY | 0.00 | 0.00 | 858.00 | 2/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 858.00 | | | | | |
| 213422 | LEGAL FEES FOR JANUARY 2019 | 0.00 | 0.00 | 1,225.00 | 2/28/2019 | 001-1500-514-31-10 | 109833 | PROFESSIONAL SERVICES | 4/8/2019 | 1,225.00 | 0.00 | 0.00 | 0.00 | 1,225.00 | 1,225.00 |
| | LEGAL FEES FOR JANUARY | 0.00 | 0.00 | 1,225.00 | 2/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 1,225.00 | | | | | |
| 213423 | LEGAL FEES JANUARY 2019 | 0.00 | 0.00 | 29,660.22 | 2/28/2019 | 001-1500-514-31-10 | 109833 | PROFESSIONAL SERVICES | 4/8/2019 | 29,660.22 | 0.00 | 0.00 | 0.00 | 29,660.22 | 29,660.22 |
| | LEGAL FEES JANUARY 201 | 0.00 | 0.00 | 29,660.22 | 2/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 29,660.22 | | | | | |
| 213424 | LEGAL FEES FOR JANUARY 2019 | 0.00 | 0.00 | 125.00 | 2/28/2019 | 001-220-90-10 | 109833 | COST RECOVERY | 4/8/2019 | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 | 125.00 |
| | LEGAL FEES FOR JANUARY | 0.00 | 0.00 | 125.00 | 2/28/2019 | 001-220-90-10 | | COST RECOVERY | | 125.00 | | | | | |
| 213425 | LEGAL FEES FOR JANUARY 2019 | 0.00 | 0.00 | 1,533.00 | 2/28/2019 | 001-1500-514-31-10 | 109833 | PROFESSIONAL SERVICES | 4/8/2019 | 1,533.00 | 0.00 | 0.00 | 0.00 | 1,533.00 | 1,533.00 |
| | LEGAL FEES FOR JANUARY | 0.00 | 0.00 | 1,533.00 | 2/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 1,533.00 | | | | | |
| 213426 | LEGAL FEES FOR JANUARY 2019 | 0.00 | 0.00 | 250.00 | 2/28/2019 | 001-220-90-10 | 109833 | COST RECOVERY | 4/8/2019 | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 |
| | LEGAL FEES FOR JANUARY | 0.00 | 0.00 | 250.00 | 2/28/2019 | 001-220-90-10 | | COST RECOVERY | | 250.00 | | | | | |
| 213427 | LEGAL FEES FOR JANUARY 2019 | 0.00 | 0.00 | 1,625.00 | 2/28/2019 | 001-1500-514-31-10 | 109833 | PROFESSIONAL SERVICES | 4/8/2019 | 1,625.00 | 0.00 | 0.00 | 0.00 | 1,625.00 | 1,625.00 |
| | LEGAL FEES FOR JANUARY | 0.00 | 0.00 | 1,625.00 | 2/28/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 1,625.00 | | | | | |
| 213905 | LEGAL FEES FEBRUARY 2019 | 0.00 | 0.00 | 2,273.50 | 3/18/2019 | 001-1500-514-31-10 | 109833 | PROFESSIONAL SERVICES | 4/8/2019 | 2,273.50 | 0.00 | 0.00 | 0.00 | 2,273.50 | 2,273.50 |
| | LEGAL FEES FEBRUARY 2C | 0.00 | 0.00 | 2,273.50 | 3/18/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 2,273.50 | | | | | |

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

| Payable Number | Item Description | Description | Units | Price | Amount | Post Date | 1099 Account Number | Payment Number | Account Name | Payment Date | Amount | Shipping Dist Amount | Tax | Discount | Net | Payment |
|----------------|---|---|-------|-------|-----------|--------------------|---------------------|----------------|-----------------------|--------------|-----------|----------------------|------|-----------|-----------|---------|
| 213906 | LEGAL FEES FEBRUARY 2019 | LEGAL FEES FEBRUARY 2019 | 0.00 | 0.00 | 50.00 | 3/18/2019 | Y 109833 | | PROFESSIONAL SERVICES | 4/8/2019 | 50.00 | 0.00 | 0.00 | 50.00 | 50.00 | |
| 213908 | LEGAL FEES FOR FEBRUARY 2019 | LEGAL FEES FOR FEBRUARY 2019 | 0.00 | 0.00 | 29,655.06 | 3/18/2019 | Y 109833 | | PROFESSIONAL SERVICES | 4/8/2019 | 29,655.06 | 0.00 | 0.00 | 29,655.06 | 29,655.06 | |
| 213909 | LEGAL FEES FEBRUARY 2019 | LEGAL FEES FEBRUARY 2019 | 0.00 | 0.00 | 6,200.00 | 3/18/2019 | Y 109833 | | COST RECOVERY | 4/8/2019 | 6,200.00 | 0.00 | 0.00 | 6,200.00 | 6,200.00 | |
| 213910 | LEGAL FEES FEBRUARY 2019 | LEGAL FEES FEBRUARY 2019 | 0.00 | 0.00 | 383.00 | 3/18/2019 | Y 109833 | | PROFESSIONAL SERVICES | 4/8/2019 | 383.00 | 0.00 | 0.00 | 383.00 | 383.00 | |
| 213911 | LEGAL FEES FEBRUARY 2019 | LEGAL FEES FEBRUARY 2019 | 0.00 | 0.00 | 4,175.00 | 3/18/2019 | Y 109833 | | PROFESSIONAL SERVICES | 4/8/2019 | 4,175.00 | 0.00 | 0.00 | 4,175.00 | 4,175.00 | |
| 215204 | LEGAL FEES FOR FEB. 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB. 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 913.70 | 3/1/19-3/4/16/2019 | Y 110114 | | PROFESSIONAL SERVICES | 5/6/2019 | 913.70 | 0.00 | 0.00 | 913.70 | 913.70 | |
| 215205 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 2,395.65 | 3/1/19-3/4/16/2019 | Y 110114 | | PROFESSIONAL SERVICES | 5/6/2019 | 2,395.65 | 0.00 | 0.00 | 2,395.65 | 2,395.65 | |
| 215206 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 29,656.30 | 3/1/19-3/4/16/2019 | Y 110114 | | PROFESSIONAL SERVICES | 5/6/2019 | 29,656.30 | 0.00 | 0.00 | 29,656.30 | 29,656.30 | |
| 215207 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 475.00 | 3/1/19-3/4/16/2019 | Y 110114 | | COST RECOVERY | 5/6/2019 | 475.00 | 0.00 | 0.00 | 475.00 | 475.00 | |
| 215208 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 1,300.00 | 3/1/19-3/4/16/2019 | Y 110114 | | COST RECOVERY | 5/6/2019 | 1,300.00 | 0.00 | 0.00 | 1,300.00 | 1,300.00 | |
| 215209 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 3,909.00 | 3/1/19-3/4/16/2019 | Y 110114 | | PROFESSIONAL SERVICES | 5/6/2019 | 3,909.00 | 0.00 | 0.00 | 3,909.00 | 3,909.00 | |
| 215210 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 297.00 | 3/1/19-3/4/16/2019 | Y 110114 | | PROFESSIONAL SERVICES | 5/6/2019 | 297.00 | 0.00 | 0.00 | 297.00 | 297.00 | |
| 215211 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | LEGAL FEES FOR FEB 2019 /PERIOD 3/1/19-3/4/16/2019 | 0.00 | 0.00 | 375.00 | 3/1/19-3/4/16/2019 | Y 110114 | | PROFESSIONAL SERVICES | 5/6/2019 | 375.00 | 0.00 | 0.00 | 375.00 | 375.00 | |
| 216027 | LEGAL FEES APRIL 1-30, 2019 | LEGAL FEES APRIL 1-30, 2019 | 0.00 | 0.00 | 3,736.50 | 5/14/2019 | Y 110380 | | PROFESSIONAL SERVICES | 6/4/2019 | 3,736.50 | 0.00 | 0.00 | 3,736.50 | 3,736.50 | |
| 216028 | LEGAL FEES APRIL 1-30, 2019 | LEGAL FEES APRIL 1-30, 2019 | 0.00 | 0.00 | 1,311.50 | 5/14/2019 | Y 110380 | | PROFESSIONAL SERVICES | 6/4/2019 | 1,311.50 | 0.00 | 0.00 | 1,311.50 | 1,311.50 | |
| 216029 | LEGAL FEES APRIL 1-30, 2019 | LEGAL FEES APRIL 1-30, 2019 | 0.00 | 0.00 | 29,615.66 | 5/14/2019 | Y 110380 | | PROFESSIONAL SERVICES | 6/4/2019 | 29,615.66 | 0.00 | 0.00 | 29,615.66 | 29,615.66 | |
| 216030 | LEGAL FEES APRIL 1-30, 2019 | LEGAL FEES APRIL 1-30, 2019 | 0.00 | 0.00 | 1,075.00 | 5/14/2019 | Y 110380 | | COST RECOVERY | 6/4/2019 | 1,075.00 | 0.00 | 0.00 | 1,075.00 | 1,075.00 | |
| 216031 | LEGAL FEES APRIL 1-30, 2019 | LEGAL FEES APRIL 1-30, 2019 | 0.00 | 0.00 | 1,200.00 | 5/14/2019 | Y 110380 | | COST RECOVERY | 6/4/2019 | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 1,200.00 | |
| 216032 | LEGAL FEES APRIL 1-30, 2019 | LEGAL FEES APRIL 1-30, 2019 | 0.00 | 0.00 | 925.00 | 5/14/2019 | Y 110380 | | COST RECOVERY | 6/4/2019 | 925.00 | 0.00 | 0.00 | 925.00 | 925.00 | |

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

| Payable Number | Description | Units | Price | Amount | Post Date | 1099 Account Number | Payment Number | Account Name | Payment Date | Amount | Shipping Dist | Tax | Discount | Net | Payment |
|----------------|--------------------------|-------|-------|-----------|------------------|---------------------|----------------|-----------------------|--------------|-----------|---------------|------|----------|-----------|-----------|
| 216033 | LEGAL FEES APRIL 1-30, 2 | 0.00 | 0.00 | 925.00 | 5/14/2019 | 001-1500-514-31-10 | Y 110380 | PROFESSIONAL SERVICES | 6/4/2019 | 7,014.47 | 0.00 | 0.00 | 0.00 | 7,014.47 | 7,014.47 |
| | LEGAL FEES APRIL 1-30, 2 | 0.00 | 0.00 | 5,948.00 | 6/19/2019 | 001-1500-514-31-10 | Y 110380 | PROFESSIONAL SERVICES | 7/26/2019 | 5,948.00 | 0.00 | 0.00 | 0.00 | 5,948.00 | 5,948.00 |
| | LEGAL FEES APRIL 1-30, 2 | 0.00 | 0.00 | 1,066.47 | 6/19/2019 | 001-1500-514-31-10 | Y 110380 | PROFESSIONAL SERVICES | 7/26/2019 | 1,066.47 | 0.00 | 0.00 | 0.00 | 1,066.47 | 1,066.47 |
| 216034 | LEGAL FEES APRIL 1-30, 2 | 0.00 | 0.00 | 575.00 | 5/14/2019 | 001-1500-514-31-10 | Y 110380 | PROFESSIONAL SERVICES | 6/4/2019 | 575.00 | 0.00 | 0.00 | 0.00 | 575.00 | 575.00 |
| | LEGAL FEES APRIL 1-30, 2 | 0.00 | 0.00 | 575.00 | 6/19/2019 | 001-1500-514-31-10 | Y 110380 | PROFESSIONAL SERVICES | 7/26/2019 | 575.00 | 0.00 | 0.00 | 0.00 | 575.00 | 575.00 |
| 217140 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 50.00 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 |
| 217141 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 4,207.72 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 4,207.72 | 0.00 | 0.00 | 0.00 | 4,207.72 | 4,207.72 |
| 217142 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 2,250.00 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 2,250.00 | 0.00 | 0.00 | 0.00 | 2,250.00 | 2,250.00 |
| 217144 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 12.00 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 12.00 | 0.00 | 0.00 | 0.00 | 12.00 | 12.00 |
| 217145 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 29,612.50 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 29,612.50 | 0.00 | 0.00 | 0.00 | 29,612.50 | 29,612.50 |
| 217146 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 1,675.00 | 6/19/2019 | 001-220-90-10 | Y 110844 | COST RECOVERY | 7/26/2019 | 1,675.00 | 0.00 | 0.00 | 0.00 | 1,675.00 | 1,675.00 |
| 217147 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 1,145.50 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 1,145.50 | 0.00 | 0.00 | 0.00 | 1,145.50 | 1,145.50 |
| 217149 | LEGAL FEES FOR MAY 201 | 0.00 | 0.00 | 575.00 | 6/19/2019 | 001-1500-514-31-10 | Y 110844 | PROFESSIONAL SERVICES | 7/26/2019 | 575.00 | 0.00 | 0.00 | 0.00 | 575.00 | 575.00 |
| 218462 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 221.30 | 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 221.30 | 0.00 | 0.00 | 0.00 | 221.30 | 221.30 |
| 218463 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 272.00 | 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 272.00 | 0.00 | 0.00 | 0.00 | 272.00 | 272.00 |
| 218464 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 1,000.00 | 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |
| 218465 | RETAINER SERVICES JUNI | 0.00 | 0.00 | 29,612.50 | 6/1/19 - 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 29,612.50 | 0.00 | 0.00 | 0.00 | 29,612.50 | 29,612.50 |
| 218466 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 375.00 | 6/1/19 - 6/30/20 | 001-220-90-10 | Y 111192 | COST RECOVERY | 9/6/2019 | 375.00 | 0.00 | 0.00 | 0.00 | 375.00 | 375.00 |
| 218467 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 750.50 | 6/1/19 - 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 750.50 | 0.00 | 0.00 | 0.00 | 750.50 | 750.50 |
| 218468 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 575.00 | 6/1/19 - 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 575.00 | 0.00 | 0.00 | 0.00 | 575.00 | 575.00 |
| 218469 | LEGAL FEES FOR JUNE 20 | 0.00 | 0.00 | 840.00 | 6/1/19 - 6/30/20 | 001-1500-514-31-10 | Y 111192 | PROFESSIONAL SERVICES | 9/6/2019 | 840.00 | 0.00 | 0.00 | 0.00 | 840.00 | 840.00 |

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

| Payable Number | Description | Units | Price | Amount | Post Date | 1099 Account Number | Payment Number | Account Name | Payment Date | Amount | Shipping Dist Amount | Tax | Discount | Net | Payment |
|----------------|---|-------|-------|-----------|-----------|---------------------|----------------|-----------------------|--------------|-----------|----------------------|------|----------|-----------|-----------|
| 219594 | LEGAL FEES FOR JUNE 2019 | 0.00 | 0.00 | 840.00 | 8/29/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | | 840.00 | | | | | |
| 219594 | GENERAL LABOR 07/2019 | 0.00 | 0.00 | 1,057.90 | 8/29/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 1,057.90 | 0.00 | 0.00 | 0.00 | 1,057.90 | 1,057.90 |
| 219595 | POLICE MATTERS 07/2019 | 0.00 | 0.00 | 129.00 | 8/29/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 129.00 | 0.00 | 0.00 | 0.00 | 129.00 | 129.00 |
| 219596 | MONTHLY RETAINER 7/2019 | 0.00 | 0.00 | 29,634.00 | 8/29/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 29,634.00 | 0.00 | 0.00 | 0.00 | 29,634.00 | 29,634.00 |
| 219597 | LAND USE RECOVER - EDEN | 0.00 | 0.00 | 450.00 | 8/29/2019 | Y 111309 | | COST RECOVERY | 9/19/2019 | 450.00 | 0.00 | 0.00 | 0.00 | 450.00 | 450.00 |
| 219599 | LEGAL FEE FOR JULY 2019 PERIOD 7/1/2019-8/29/2019 | 0.00 | 0.00 | 4,266.50 | 8/29/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 4,266.50 | 0.00 | 0.00 | 0.00 | 4,266.50 | 4,266.50 |
| 219600 | SUSTAINABILITY & RESILIENCY COMMITTEE 7/2019 | 0.00 | 0.00 | 537.50 | 8/29/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 537.50 | 0.00 | 0.00 | 0.00 | 537.50 | 537.50 |
| 219601 | SURF CLUB 7/2019 | 0.00 | 0.00 | 200.00 | 8/29/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 200.00 | 0.00 | 0.00 | 0.00 | 200.00 | 200.00 |
| 219879 | POLICE MATTERS 7/2019 | 0.00 | 0.00 | 3,436.00 | 9/12/2019 | Y 111309 | | PROFESSIONAL SERVICES | 9/19/2019 | 3,436.00 | 0.00 | 0.00 | 0.00 | 3,436.00 | 3,436.00 |
| 220398 | PROFESSIONAL SERVICES RENDERED AUG-19 9/17/2019 | 0.00 | 0.00 | 2,986.20 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 2,986.20 | 0.00 | 0.00 | 0.00 | 2,986.20 | 2,986.20 |
| 220399 | POLICE MATTERS AUG-19 | 0.00 | 0.00 | 228.60 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 228.60 | 0.00 | 0.00 | 0.00 | 228.60 | 228.60 |
| 220400 | PROFESSIONAL SERVICES FOR CODE ENFORC/9/17/2019 | 0.00 | 0.00 | 1,182.50 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 1,182.50 | 0.00 | 0.00 | 0.00 | 1,182.50 | 1,182.50 |
| 220401 | MONTHLY RETAINER FOR LEGAL SERVICES AL 9/17/2019 | 0.00 | 0.00 | 29,770.12 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 29,770.12 | 0.00 | 0.00 | 0.00 | 29,770.12 | 29,770.12 |
| 220402 | LAND USE COST REC. YOUNG ISRAEL-ADA RAM 9/30/2019 | 0.00 | 0.00 | 3,700.00 | 9/30/2019 | Y 111432 | | COST RECOVERY | 9/30/2019 | 3,700.00 | 0.00 | 0.00 | 0.00 | 3,700.00 | 3,700.00 |
| 220403 | LAND USE COST RECOVER. KRIEG, DAVID & BELLA 9/17/2019 | 0.00 | 0.00 | 930.00 | 9/17/2019 | Y 111432 | | COST RECOVERY | 9/30/2019 | 930.00 | 0.00 | 0.00 | 0.00 | 930.00 | 930.00 |
| 220404 | LAND USE COST RECOVER. EDEN SURFSIDE AUG 9/17/2019 | 0.00 | 0.00 | 250.00 | 9/17/2019 | Y 111432 | | COST RECOVERY | 9/30/2019 | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 |
| 220405 | SPECIAL PROJECTS | 0.00 | 0.00 | 450.00 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 450.00 | 0.00 | 0.00 | 0.00 | 450.00 | 450.00 |
| 220406 | LITIGATION | 0.00 | 0.00 | 3,276.00 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 3,276.00 | 0.00 | 0.00 | 0.00 | 3,276.00 | 3,276.00 |
| 220407 | SOLIMAR COND-CHALLENGE UTI. FEES LITIG 9/17/2019 | 0.00 | 0.00 | 5,640.00 | 9/17/2019 | Y 111432 | | PROFESSIONAL SERVICES | 9/30/2019 | 5,640.00 | 0.00 | 0.00 | 0.00 | 5,640.00 | 5,640.00 |

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

| Payable Number | Description | Units | Price | Amount | Post Date | 1099 Account Number | Payment Number | Account Name | Payment Date | Amount | Shipping Dist Amount | Tax | Discount | Net | Payment |
|----------------|---|------------|--------|--------|-----------|---------------------|-----------------------|--------------|--------------|--------|----------------------|------|-----------|-----------|---------|
| 220408 | PREPARATION OF RESPONSE TO AUDIT LETTE | 9/30/2019 | 111432 | Y | 11432 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 9/30/2019 | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 | 250.00 | |
| 221976 | SEPT-19 PROFESSIONAL SERVICES | 9/30/2019 | 112048 | Y | 112048 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/9/2019 | 2,043.50 | 0.00 | 0.00 | 0.00 | 2,043.50 | 2,043.50 | |
| 221977 | SEP-19 POLICE MATTERS | 9/30/2019 | 112048 | Y | 112048 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/9/2019 | 4,601.25 | 0.00 | 0.00 | 0.00 | 4,601.25 | 4,601.25 | |
| 221978 | SEPT-19 MONTHLY RETAINER | 9/30/2019 | 112048 | Y | 112048 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/9/2019 | 29,676.58 | 0.00 | 0.00 | 0.00 | 29,676.58 | 29,676.58 | |
| 221979 | SEPT-19 COST RECOVERY 8995 COLLINS AVE. | 9/30/2019 | 112048 | Y | 112048 | 001-1500-514-31-10 | COST RECOVERY | 12/9/2019 | 430.00 | 0.00 | 0.00 | 0.00 | 430.00 | 430.00 | |
| 221980 | SEPT-19 COST RECOVERY 9300-9380 COLLINS | 9/30/2019 | 112048 | Y | 112048 | 001-220-90-10 | COST RECOVERY | 12/9/2019 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 | |
| 221981 | SEPT-19 LITIGATION | 9/30/2019 | 112048 | Y | 112048 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/9/2019 | 939.50 | 0.00 | 0.00 | 0.00 | 939.50 | 939.50 | |
| 221982 | SEPT-19 SOLIMAR CONDO STORMWATER FEE | 9/30/2019 | 112048 | Y | 112048 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/9/2019 | 150.00 | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 | |
| 222955 | OCT-19 PROFESSIONAL SERVICES | 12/5/2019 | 112127 | Y | 112127 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/18/2019 | 3,086.50 | 0.00 | 0.00 | 0.00 | 3,086.50 | 3,086.50 | |
| 222956 | OCT-19 POLICE MATTERS | 12/5/2019 | 112127 | Y | 112127 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/18/2019 | 135.95 | 0.00 | 0.00 | 0.00 | 135.95 | 135.95 | |
| 222957 | OCT-19 MONTHLY RETAINER | 12/5/2019 | 112127 | Y | 112127 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/18/2019 | 29,702.95 | 0.00 | 0.00 | 0.00 | 29,702.95 | 29,702.95 | |
| 222958 | OCT-19 LAND USE COST RECOV. YOUNG ISR | 12/5/2019 | 112127 | Y | 112127 | 001-220-90-10 | COST RECOVERY | 12/18/2019 | 1,525.00 | 0.00 | 0.00 | 0.00 | 1,525.00 | 1,525.00 | |
| 222959 | OCT-19 LAND USE RECOVERY KRIGER, VARIA | 12/5/2019 | 112127 | Y | 112127 | 001-220-90-10 | COST RECOVERY | 12/18/2019 | 850.00 | 0.00 | 0.00 | 0.00 | 850.00 | 850.00 | |
| 222960 | OCT-19 LAND USE COST RECOV. SAMUEL FR | 12/5/2019 | 112127 | Y | 112127 | 001-220-90-10 | COST RECOVERY | 12/18/2019 | 675.00 | 0.00 | 0.00 | 0.00 | 675.00 | 675.00 | |
| 222961 | OCT-19 LAND USE COST RECOV. 8995 COLLIN | 12/13/2019 | 112127 | Y | 112127 | 001-220-90-10 | COST RECOVERY | 12/18/2019 | 450.00 | 0.00 | 0.00 | 0.00 | 450.00 | 450.00 | |
| 222962 | OCT-19 PROFESSIONAL SERVICES LITIGATION | 12/5/2019 | 112127 | Y | 112127 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/18/2019 | 2,529.50 | 0.00 | 0.00 | 0.00 | 2,529.50 | 2,529.50 | |
| 222963 | OCT-19 SPECIAL LITIGATION SOLIMAR CONDO | 12/5/2019 | 112127 | Y | 112127 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/18/2019 | 7,650.50 | 0.00 | 0.00 | 0.00 | 7,650.50 | 7,650.50 | |
| 223550 | NOV-19 PROFESSIONAL SERVICES | 12/12/2019 | 112198 | Y | 112198 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/23/2019 | 1,604.00 | 0.00 | 0.00 | 0.00 | 1,604.00 | 1,604.00 | |
| 223551 | NOV-19 POLICE MATTERS | 12/12/2019 | 112198 | Y | 112198 | 001-1500-514-31-10 | PROFESSIONAL SERVICES | 12/23/2019 | 1,934.50 | 0.00 | 0.00 | 0.00 | 1,934.50 | 1,934.50 | |

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

| Payable Number | Description | Units | Price | Amount | Post Date | 1099 Account Number | Payment Number | Account Name | Payment Date | Amount | Shipping | Tax | Discount | Net | Payment |
|---|--|-------|-------|-----------|------------|---------------------|----------------|-----------------------|--------------|-------------------|-------------|-------------|-------------|-------------------|-------------------|
| NOV-19 POLICE MATTERS | | 0.00 | 0.00 | 1,934.50 | 12/12/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | 12/23/2019 | 1,934.50 | 0.00 | 0.00 | 0.00 | 29,612.50 | 29,612.50 |
| 223552 | NOV-19 MONTHLY RETAINER | 0.00 | 0.00 | 29,612.50 | 12/12/2019 | Y 112198 | | PROFESSIONAL SERVICES | 12/23/2019 | 29,612.50 | 0.00 | 0.00 | 0.00 | 29,612.50 | 29,612.50 |
| 223553 | NOV-19 PROFFESIONAL SERVICES | 0.00 | 0.00 | 725.00 | 12/12/2019 | Y 112198 | | PROFESSIONAL SERVICES | 12/23/2019 | 725.00 | 0.00 | 0.00 | 0.00 | 725.00 | 725.00 |
| NOV-19 PROFFESIONAL S | | 0.00 | 0.00 | 725.00 | 12/12/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | 12/23/2019 | 725.00 | 0.00 | 0.00 | 0.00 | 1,042.50 | 1,042.50 |
| 223554 | DEC-19 SPECIAL LITIGATION SOLIMAR UTILIT | 0.00 | 0.00 | 1,042.50 | 12/12/2019 | Y 112198 | | PROFESSIONAL SERVICES | 12/23/2019 | 1,042.50 | 0.00 | 0.00 | 0.00 | 1,042.50 | 1,042.50 |
| DEC-19 SPECIAL LITIGATC | | 0.00 | 0.00 | 1,042.50 | 12/12/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | 12/23/2019 | 1,042.50 | 0.00 | 0.00 | 0.00 | 1,042.50 | 1,042.50 |
| INV213906 | LEGAL FEES FEBRUARY 2019 | 0.00 | 0.00 | 50.00 | 3/18/2019 | Y 109833 | | PROFESSIONAL SERVICES | 4/8/2019 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 |
| LEGAL FEES FEBRUARY 2C | | 0.00 | 0.00 | 50.00 | 3/18/2019 | 001-1500-514-31-10 | | PROFESSIONAL SERVICES | 4/8/2019 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 50.00 |
| Vendors: (1) Total 01 - Vendor Set 01: | | | | | | | | | | 485,923.86 | 0.00 | 0.00 | 0.00 | 485,923.86 | 485,923.86 |
| Vendors: (1) Report Total: | | | | | | | | | | 485,923.86 | 0.00 | 0.00 | 0.00 | 485,923.86 | 485,923.86 |



MEMORANDUM

ITEM NO. 9N

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Increase Lighting Plan

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the increase of residential street lighting.

Please find attached requested report being provided with this communication.

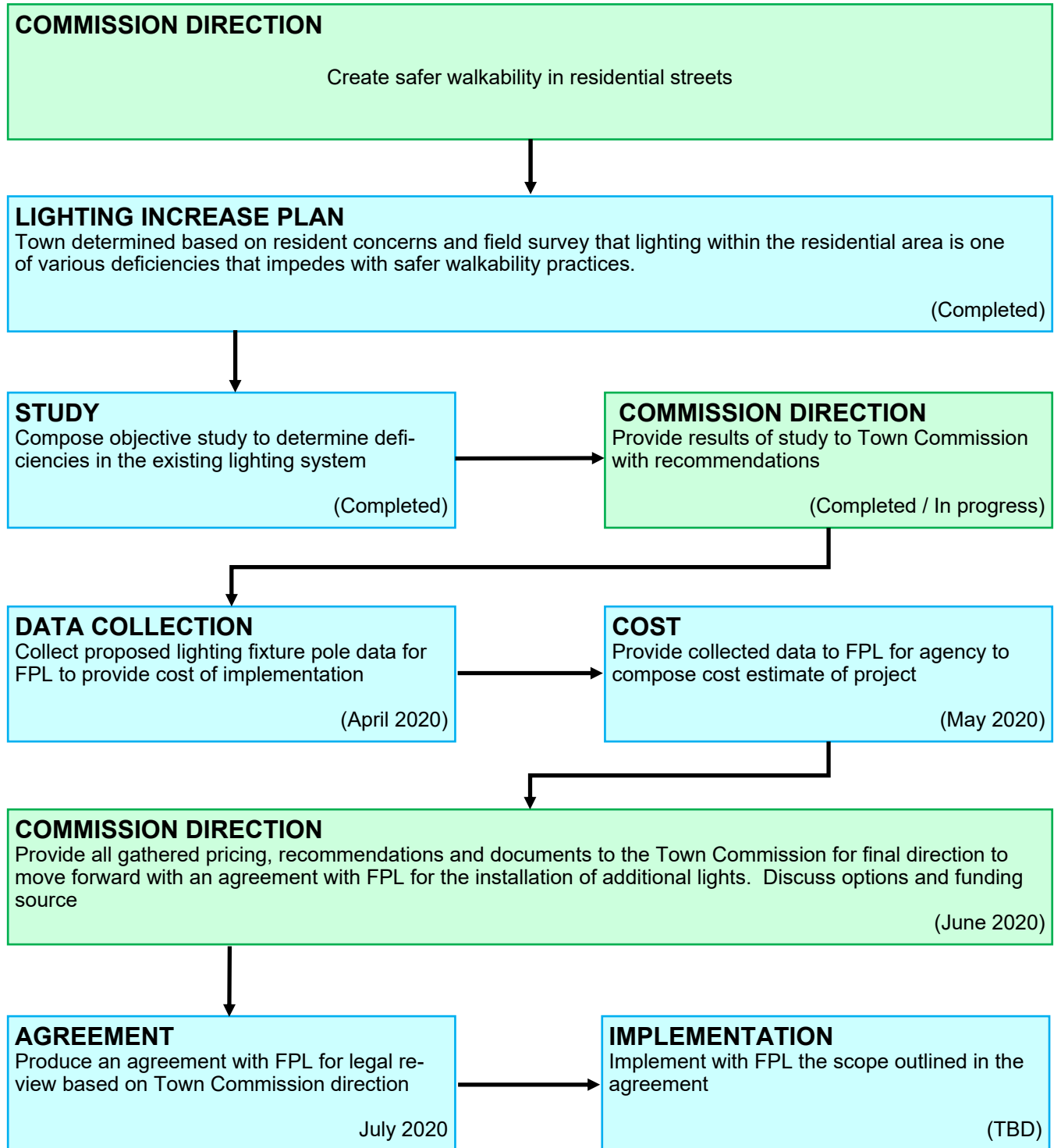
Reviewed by: HG/RS

Prepared by: HG



Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020





MEMORANDUM

ITEM NO.

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

From: Guillermo Olmedillo, Town Manager

Date: February 28th, 2020

Subject: Analysis for Determination of Additional Lighting Locations in Residential Areas within the Town of Surfside

The Town of Surfside, in an effort to address pedestrian safety and promote walkability within the Town, recently partnered with Florida Power and Light (FPL) to upgrade all residential street lighting from high pressure sodium bulbs to Light Emitting Diodes (LED). The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion.

Illumination is not uniform throughout the Town. Even after the FPL conversion project, various “dark” areas exist that continue to remain a hazard. The Town administration will proceed to perform an analysis on illumination deficiencies still present. In order to eliminate subjectivity in the determination of the location and number of new light fixtures and or poles to have uniform illumination at the pedestrian level, the Town administration will prepare an analysis that incorporates the following:

1. Use the technical specifications of the equipment in place already obtained from FPL.
2. Use the information that the Town has already collected on the location of light fixtures including previous lighting data.
3. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained.
4. Produce a map (GIS or similar) with the proposed locations of new lights and or poles.

5. Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined

The proposed plan allows for a non-subjective determination of areas in need of additional lighting. The proposed plan will provide hazard areas based on existing and collected data. An alternative plan to have individuals estimate where additional illumination should go based on visual interpretation can lead to subjective results. The Town administration will move forward with the presented plan of analysis as per Town Commission direction. The results will be reported to the Town Commission through an update.

Reviewed by

Prepared by

TOWN OF SURFSIDE

Public Works Department

“Residential Street Lighting Photometric Analysis and Recommendations”

February 26, 2020

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:



Public Works Department



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| ANALYSIS | 6 |
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ATTACHMENTS

- Appendix A – *“Town of Surfside Street Light Inventory”*- 1 Page
- Appendix B – *“Product Specification Photometrics”*- 3 Pages
- Appendix C – *“Street Light Photometric”* - 2 Pages
- Appendix D – *“Proposed Street Lights Map”*. - 1 Page



INTRODUCTION

The Town of Surfside is a coastal community within Miami-Dade County with approximately 5,844 residents based on 2017 population figures. The Town has various districts which include commercial high-rise, commercial retail and residential single family. Each of these districts has lighting infrastructure provided by different agencies. **Table A – “Lighting Inventory by Responsible Authority”** below outlines the total quantity of light fixtures per district and the responsible party for lighting maintenance:

| Item Number | District | Responsible Party | Total # of Fixtures | Type of Fixture |
|-------------|-------------------|-------------------------|---------------------|----------------------|
| 1 | Residential | FP&L | 243 | LED |
| 2 | Downtown Surfside | Town of Surfside | 24 | LED |
| 3 | A1A & Harding Ave | Miami-Dade County | 62 | High Pressure Sodium |
| 4 | Beach Ends | FP&L / Town of Surfside | 11 | HPS and LED |

Table A – “Lighting Inventory by Responsible Authority”

Table A – “Lighting Inventory by Responsible Authority” is composed based on a Geographical Information System (GIS) mapping composed in 2018 by Town Engineer of Record (EOR), Calvin Giordano and Associates (CGA) and confirmed by the Town’s Public Works Department. The GIS map titled “Town of Surfside Street Light Inventory” can be found in **Appendix A – “Town of Surfside Street Light Inventory”**.

In late 2019, the Town of Surfside Commission approved the conversion of High-Pressure Sodium lights (HSP) throughout the residential area to Light Emitting Diode (LED) with the objective of minimizing operating costs for night-time illumination of public right of way and increase effectiveness of illumination. The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion. The photometrics of the previous high sodium pressure bulbs (HPS) and recently installed LED fixtures can be found in **Appendix B – “Product Specification Photometrics”**.

Currently, Florida Department of Transportation (FDOT) is working with Miami-Dade County (MDC) and is scheduled to convert a portion of street lights on A1A and Harding Avenue for fiscal year 2021-2022 to LED. Additionally, the Town of Surfside converted all Town maintained street lights to LED already. During the February 2020 Town Commission meeting, the Town Commission gave direction to the Town Manager to proceed with performing a street lighting analysis in order to determine where additional lights are needed.



OBJECTIVE

Increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose to create safer walkability by increasing illumination during evening hours.

Illumination is not uniform throughout the Town. Even after the conversion project within the residential area, various “dark” areas exist that continue to remain a hazard for walkability during night-time hours. **Picture A** – “*Photograph of Dickens Avenue and 92nd street*” below shows the composition of dark areas and light areas as they pertain to a residential street block within the Town.



Picture A – “*Photograph of Dickens Avenue and 92nd street*”

The Town Administration performed an analysis based on information gathered and field visits in order to increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose of creating safer walkability by increasing illumination



during evening hours. Furthermore, a **Recommendation and Conclusion** section is provided in this analysis report to assist with Town Commission direction decision.

METHODOLOGY

In order to eliminate subjectivity in the determination of the location and number of new light fixtures to have uniform illumination at the pedestrian level, the analysis by Town administration incorporated the following items:

- Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B** – *“Product Specification Photometric”*.
- Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – *“Town of Surfside Street Light Inventory”*.
- Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – *“Town of Surfside Street Light Inventory”* in order to create **Appendix C** – *“Street Light Photometric”*.
- Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – *“Proposed Street Lights Map”*.

Based on the findings, **Table C** – *“Recommendation Table”* was composed which incorporates the findings of the analysis and makes various illumination goals depending on the number of lighting fixtures proposed. This analysis does not include cost figures or cost estimates.



ANALYSIS

The analysis for residential street light photometric is provided in this section. The analysis is based on the proposed methodology that was presented to the Town Commission during the February 2020 Town Commission General Meeting.

Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B – “Product Specification Photometrics”**.

Both photometric data for high pressure sodium bulbs and LED fixtures were compared side by side. Two distances were obtained for each lighting system; these are the longitudinal distance and width distance. Longitudinal distance is referring to the distance on each side of the fixture and width distance is the distance in front of the fixture. Both distances vary depending on the height of the fixture installation. Based on the information gathered from product specification photometrics, **Table B – “Lighting Coverage by Fixture”** below was composed to present findings.

| Item Number | Type of Fixture | Longitudinal Distance (Feet) | Width Distance (Feet) | Finding Source |
|-------------|----------------------|------------------------------|-----------------------|---------------------|
| 1 | High Pressure Sodium | 50 | 40 | Field Measurement |
| 2 | High Pressure Sodium | 70 | 50 | Specification Sheet |
| 3 | LED | 85 | 40 | Field Measurement |
| 4 | LED | 75 | 20 | Specification Sheet |

Table B – “Lighting Coverage by Fixture”

Table B – “Lighting Coverage by Fixture” also presents field measurements of each fixture as there was a difference in field conditions to product specification conditions. The difference was the height of installation. The Town of Surfside has fixtures installed higher than presented in product specification by a total of 5 feet with a margin of error of 3 feet. Based on findings, an average of both measurements was taken and presented in **Table C – “Lighting Coverage by Fixture Average”** as shown below:

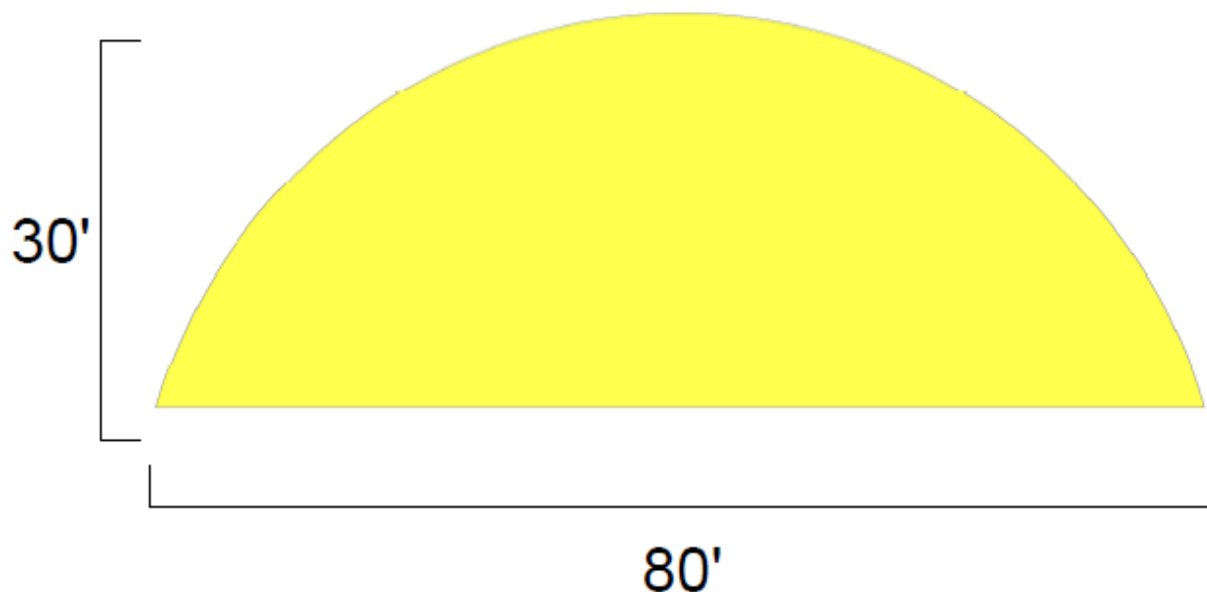
| Item Number | Type of Fixture | Longitudinal Distance (Feet) | Width Distance (Feet) | Finding Source |
|-------------|----------------------|------------------------------|-----------------------|----------------|
| 1 | High Pressure Sodium | 60 | 45 | Average |
| 2 | LED | 80 | 30 | Average |

Table C – “Lighting Coverage by Fixture Average”



It is worth noting that the figures present are the effective lighting of each light based on their design intent. Each fixture covers areas greater than shown in **Table B** – “*Lighting Coverage by Fixture*” but these areas are dimmer and not effective lighting areas. Secondly, **Appendix B** – “*Product Specification Photometrics*” provides photometrics in a disformed shape which resembles a dis-figured circle. For the purpose of this analysis, the photometric impact area was averaged and converted to a defined semi-circle. **Picture B** – “*Photometric Impact Area*” below presents the averaged fixture coverage area that was used for the analysis.

DIMENSIONS



Picture B – “*Photometric Impact Area*”

Picture B – “*Photometric Impact Area*” will be referred to as the illumination zone for the remainder of the analysis. It was used as an overlay onto residential street maps in order to determine areas that are not receiving effective illumination coverage. Furthermore, there is a 6-foot to 8-foot offset from above ground utility poles to light fixture (light source) which is due to the arm length of each lighting fixture. This distance was taken into consideration. Lastly, non-effective lighting behind each lighting fixture was not taken into account. This is because these areas are not considered walkable areas and are of private property majority. Additionally, measurements of these areas illumination by LED lighting fixtures is difficult due to private property lighting distortion.



Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – “Town of Surfside Street Light Inventory”. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – “Town of Surfside Street Light Inventory” in order to create **Appendix C** – “Street Light Photometric”.

Appendix A – “Town of Surfside Street Light Inventory” was used to assess the areas currently obtaining illumination and compared to the areas not receiving. Based on findings, there are currently an average of 3.00 lighting fixtures per block. Page 2 of **Appendix A** – “Town of Surfside Street Light Inventory”, lays out a typical section of a Town block. A Town block from street to street along the same avenue in the residential area is approximately 525 linear feet. Based on the average amount of lights, a total of 240 linear feet out of the entire 525 linear feet of a typical block has illumination. Therefore, it was determined that the average lighting per typical block is approximately 45%. **Diagram A** – “Typical Lighting Per Block Diagram”, below creates a visual representation of the 45% illumination of an average typical roadway.



Diagram A – “Typical Lighting Per Block Diagram”

In **Diagram A** – “Typical Lighting Per Block Diagram”, the entire strip represents a typical block along an avenue from street to street. For example, Garland Ave from 89th Street to 90th Street. The yellow sections represent the illumination zone. The black sections represent the areas where minimal to no illumination is present. Since this is an average representation of actual field conditions, it has been simplified for analysis purposes. As previously stated, even though the average coverage per existing LED fixture is 40 feet each way (80 feet total), the fading effect of each fixture may add additional coverage. The fading effect is the dimming of the illumination as the distance from the point of origin increases. The fading effect distance was not used in the analysis because it is not considered optimal illumination. The following pictures provide a reality perspective to **Diagram A** – “Typical Lighting Per Block Diagram”.



Picture C – *“Town of Surfside Night-time Aerial on 02-21-2020”*



Picture D – *“Town of Surfside Night-time Aerial on 02-21-2020 “*



Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – “Proposed Street Lights Map”.

Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined.

During the evaluation of all information, it was determined that 45% of the single-family residential areas right of way within the Town are illuminated. This is based on the lighting illumination per street as an average. Prior to determining locations of additional lights, various variables needed to be considered. The considerations are as follows:

- Number of existing above ground utility poles existing
- Number of existing above ground utility poles with transformers
 - a. Accessibility to transformers if a proposed pole does not have one
 - b. Capacity of transformer
- Location of street where poles are located and if cross alternation can take place (each side of the street)
- Illumination percentage goal

45% existing illumination was based on 3 lighting fixtures per block average. In order to increase illumination, new lighting fixtures need to be added. The current infrastructure allows for additional lighting fixtures since poles either have a transformer or, are within the proximity of a pole with a transformer. To be within the proximity, the nearest pole with transformer needs to be within 2 poles distance. The current lighting fixture spread alternates with every other pole having a fixture. On average, a residential block has 6 poles and 2 transformers.

Based on two neighborhoods surveyed with optimal lighting, 90% illumination was the targeted percentage goal. 90% allows for illumination visibility throughout as lighting transition from one lighting fixture to the next. The 2 neighborhoods surveyed had the same single-family residential style as Town of Surfside. The neighborhoods were as follows:

- North Bay Village – Single Family Residential Area
- Normandy Isle, Miami Beach Single Family Residential Area

Appendix D – “Proposed Street Lights Map” proposes a total of 133 new fixtures along street blocks in the residential area in order to achieve 90% illumination. This figure breaks



down to an additional 3 fixtures per Town block. In the creation of **Appendix D** – “Proposed Street Lights Map”, some Town blocks have proposed 2 additional lighting fixtures and other more than 3 additional lighting fixtures. Even though the average is 3 additional light fixtures per block, some have proposed less since there is an intersection pole that provides block illumination. All proposed locations have an existing pole so only fixture and connection to a transformer are needed. For the most part, all transformers have the capacity for additional lighting fixture. Transformer capacities need to be confirmed with FP&L. The following pictures show areas within Miami-Dade County (MDC) with 90% illumination. The same logic for determination of light percentage in Town of Surfside as used to determine illumination percentages in these areas.



Picture E – “North Bay Village Night-time Aerial on 02-21-2020”



Picture F – “Normandy Isles Night-time Aerial on 02-21-2020”



Picture G – *“Normandy Isles Night-time Aerial on 02-21-2020”*



RECOMMENDATION AND CONCLUSION

The analysis was based on 90% illumination which is the maximum number of lighting fixtures to existing poles. **Table C** – “*Recommendation Table*” presents the number of additional fixtures with respective illumination percentage for various options. Refer to table below:

| Item number | Number of Additional Lights (Overall) | Average Additional Lights per Block | Illumination Percentage | Comments |
|-------------|---------------------------------------|-------------------------------------|-------------------------|------------|
| 1 | 0 | 3 | 45% | No Change |
| 2 | 89 | 4 | 60% | N/A |
| 3 | 112 | 5 | 76% | N/A |
| 4 | 133 | 6 | 90% | Appendix D |

Table C – “*Recommendation Table*”

At this time, there is no cost estimate for each of the recommendations of **Table C** – “*Recommendation Table*”. Cost estimate will involve coordination with Florida Power and Light (FP&L). Currently, the provided recommendations are based on using existing pole infrastructure. Based on Town Commission direction, a cost estimate can be composed for proposed recommendation options. Any cost estimates pertaining to light fixtures operated by another agency need to be coordinated. In this case, cost estimate needs to be coordinated with Florida Power and Light (FPL).

Some additional considerations include:

- How will additional lighting fixtures in the Right of Way impact the quality of life of residents.
 - Light infiltration into private property
- Other options for increase walkability safety
 - Mid-level pedestrian lighting options
 - Alternative walking options such as sidewalks
 - Enhancing other infrastructure options such as;
 - Thermoplastic striping of roadway markings
 - Roadway Lighting options which include ground and signage lighting

This report was composed using the existing infrastructure present to add additional lighting fixtures to gain an increase in illumination percentage. The proposed locations of the lighting fixtures were based on existing locations of above ground utility poles.



Appendix A

“Town of Surfside Street Light Inventory”

1 Page

Legend

 City Boundary

 Parcels

Owner

 Surfside

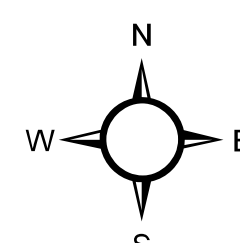
 FPL

 Miami-Dade County



Town of Surfside Street Light Inventory

Print Date: 11/7/2018



0 400 Feet



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Geographic Information Systems Services



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Appendix B

“Product Specification Photometric”

3 Pages

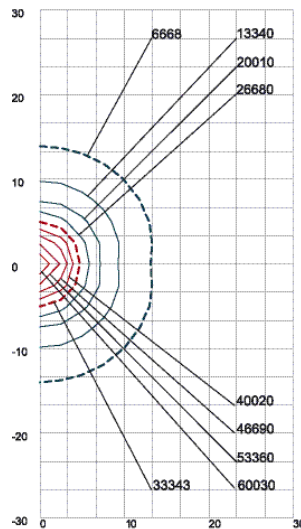
Photometric Data

E-17 High Pressure Sodium

| BK No. | Lamp Watts | Description | Rated Life | Initial Lumens | Mean Lumens | CRI | CCT(K) |
|--------|------------|---------------------------|------------|----------------|-------------|-----|--------|
| 112 | 35 | 35W/E-17/HPS/MED/Clear | 24,000 | 2,250 | 2,025 | 20 | 2,100 |
| 113 | 35 | 35W/E-17/HPS/MED/Diffuse | 24,000 | 2,150 | 1,935 | 20 | 2,100 |
| 104 | 50 | 50W/E-17/HPS/MED/Clear | 24,000 | 4,000 | 3,600 | 21 | 2,100 |
| 105 | 50 | 50W/E-17/HPS/MED/Diffuse | 24,000 | 3,800 | 3,420 | 21 | 2,100 |
| 108 | 70 | 70W/E-17/HPS/MED/Clear | 24,000 | 6,300 | 5,670 | 21 | 2,100 |
| 109 | 70 | 70W/E-17/HPS/MED/Diffuse | 24,000 | 5,860 | 5,270 | 21 | 2,100 |
| 120 | 100 | 100W/E-17/HPS/MED/Clear | 24,000 | 9,500 | 8,550 | 21 | 2,100 |
| 121 | 100 | 100W/E-17/HPS/MED/Diffuse | 24,000 | 8,800 | 7,920 | 21 | 2,100 |
| 122 | 150 | 150W/E-17/HPS/MED/Clear | 24,000 | 16,000 | 14,400 | 21 | 2,100 |
| 123 | 150 | 150W/E-17/HPS/MED/Diffuse | 24,000 | 15,000 | 13,500 | 21 | 2,100 |

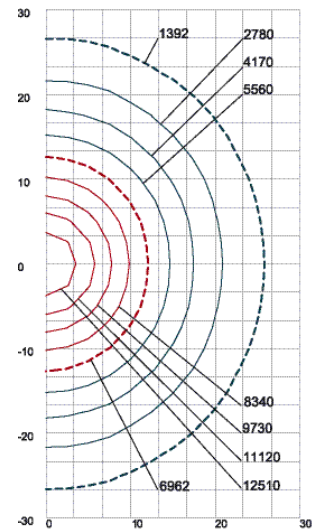
| Lumen & Candela Conversion Multipliers | |
|--|-----|
| 100W | .60 |
| 70W | .40 |
| 50W | .25 |
| 35W | .14 |

NARROW SPOT



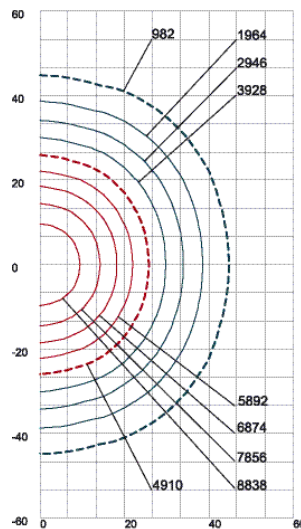
B-K FILENAME : TY11-150-NS-HPS CLEAR-ITLIES
 Lamp: 150W Clear B-17 High Pressure Sodium
 IES Beam Type: 24 x 2V
 Max. Candela: 6668 at 0°H 0°V
 Beam Spread (at 50% Max CD): 33343 at 10°H 10°V
 Field Spread (at 10% Max CD): 6668 at 26°H 26°V
 Total Lumens: 3237

SPOT



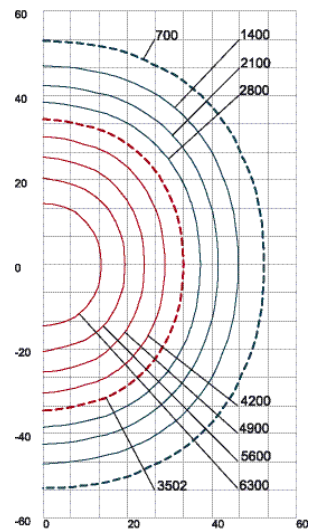
B-K FILENAME : TY11-150-SP SPECULAR-HPS CLEAR-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 41 x 4V
 Max. Candela: 1392 at 0°H 0°V
 Beam Spread (at 50% Max CD): 6962 at 24°H 25°V
 Field Spread (at 10% Max CD): 1392 at 51°H 53°V
 Total Lumens: 3689

FLOOD



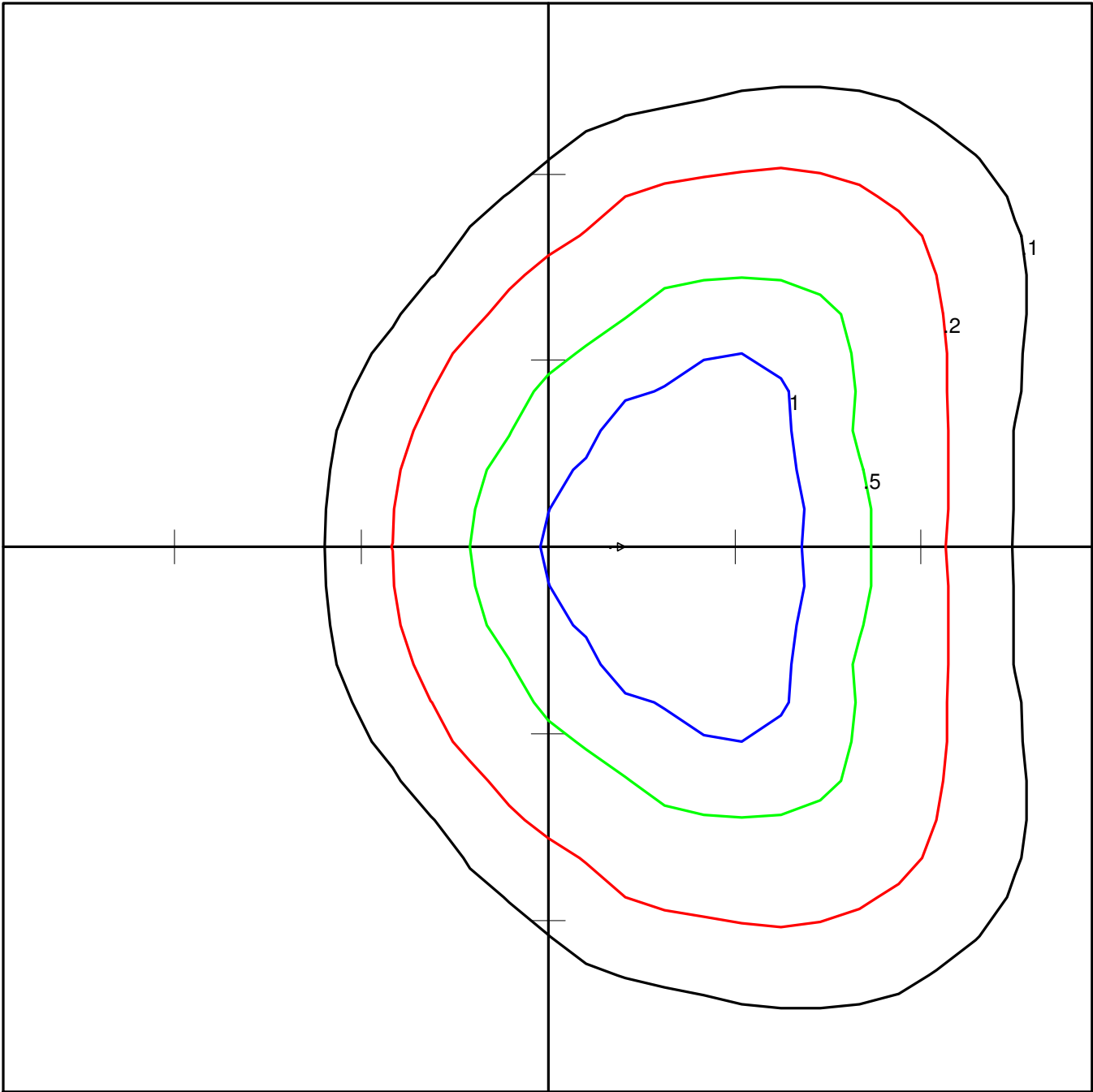
B-K FILENAME : TY11-150-FL-HPS COATED-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 51 x 5V
 Max. Candela: 982 at 0°H 0°V
 Beam Spread (at 50% Max CD): 4910 at 52°H 52°V
 Field Spread (at 10% Max CD): 982 at 90°H 90°V
 Total Lumens: 3237

WIDE FLOOD



B-K FILENAME : TY11-150-WF-HPS COATED-IES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 81 x 8V
 Max. Candela: 700 at 0°H 0°V
 Beam Spread (at 50% Max CD): 3502 at 67°H 66°V
 Field Spread (at 10% Max CD): 700 at 105°H 106°V
 Total Lumens: 3689

Photometric Toolbox



Cree, Inc
 RSWS-A-HT-3ME-5L-30K7-UL-xxxx
 Formed BMC housing, prismatic plastic lens, white inner
 reflector
 24 white LEDs

Horizontal Footcandles
 Scale: 1 Inch = 20 Ft.
 Light Loss Factor = 1.00
 Lumens Per Lamp = N.A. (absolute photometry)
 Luminaire Lumens = 5000
 Mounting Height = 24.00 Ft
 Maximum Calculated Value = 1.74 Fc
 Arrangement: Single
 Arm Length = 8 Ft






Appendix C




“Street Light Photometric”

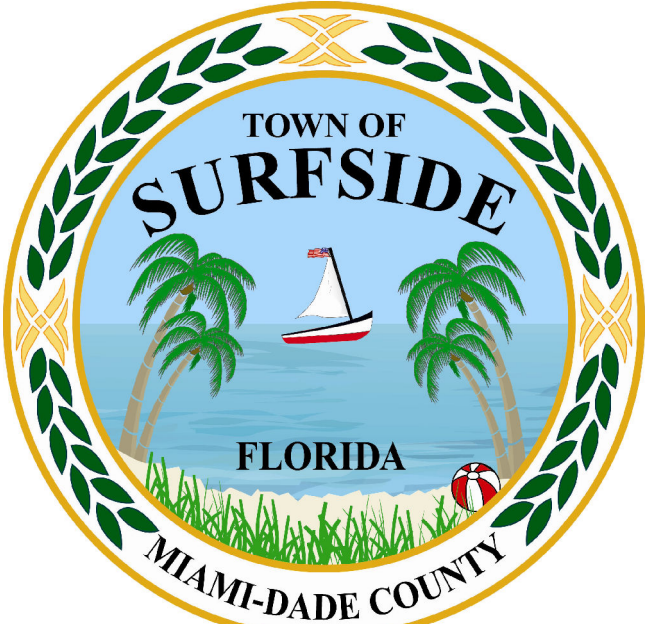
2 Pages

Legend

-  City Boundary
-  Parcels
-  Illumination Zones

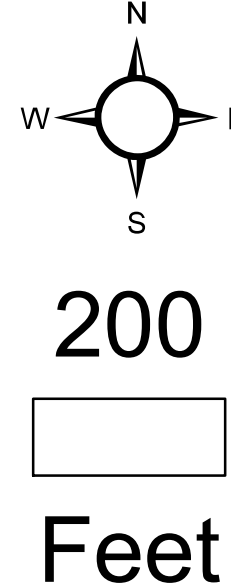
Owner (Count)

-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)



Town of Surfside Street Light Inventory

Print Date: 2/3/2020

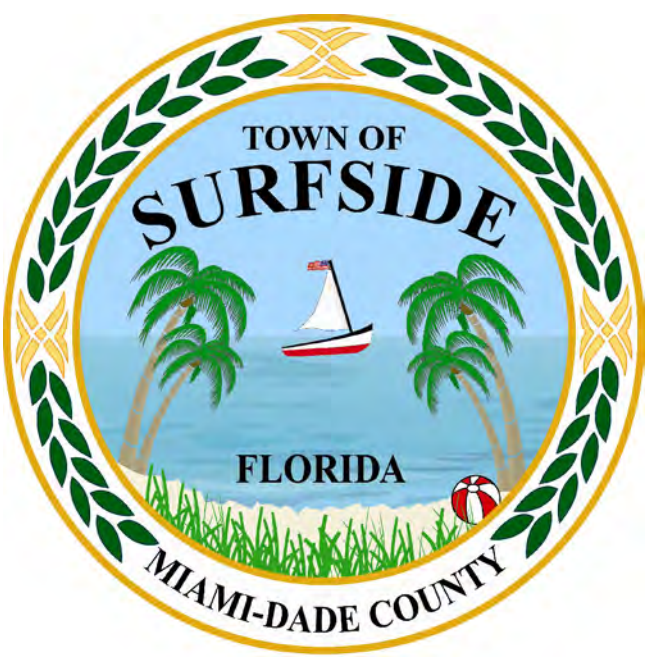
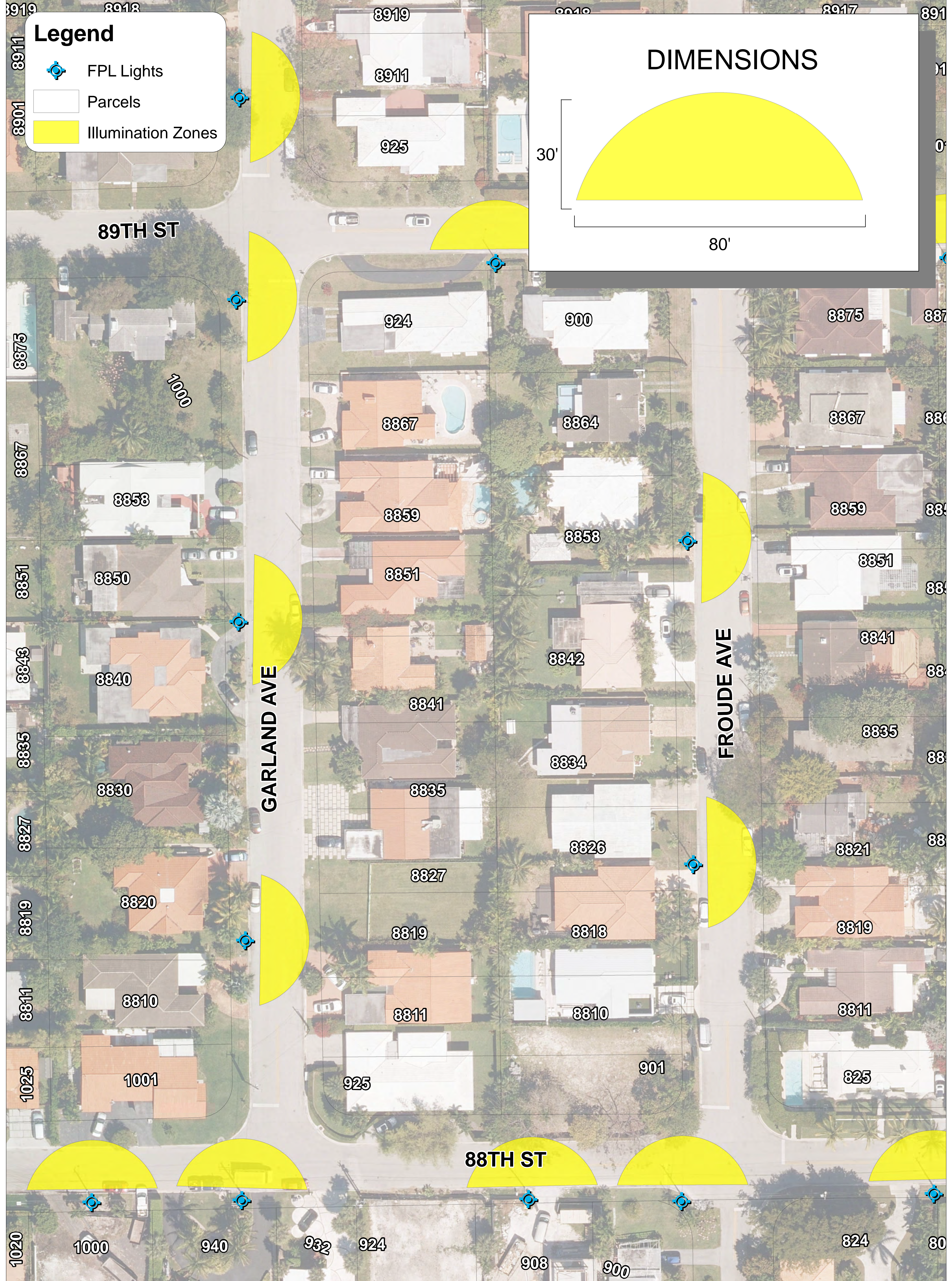
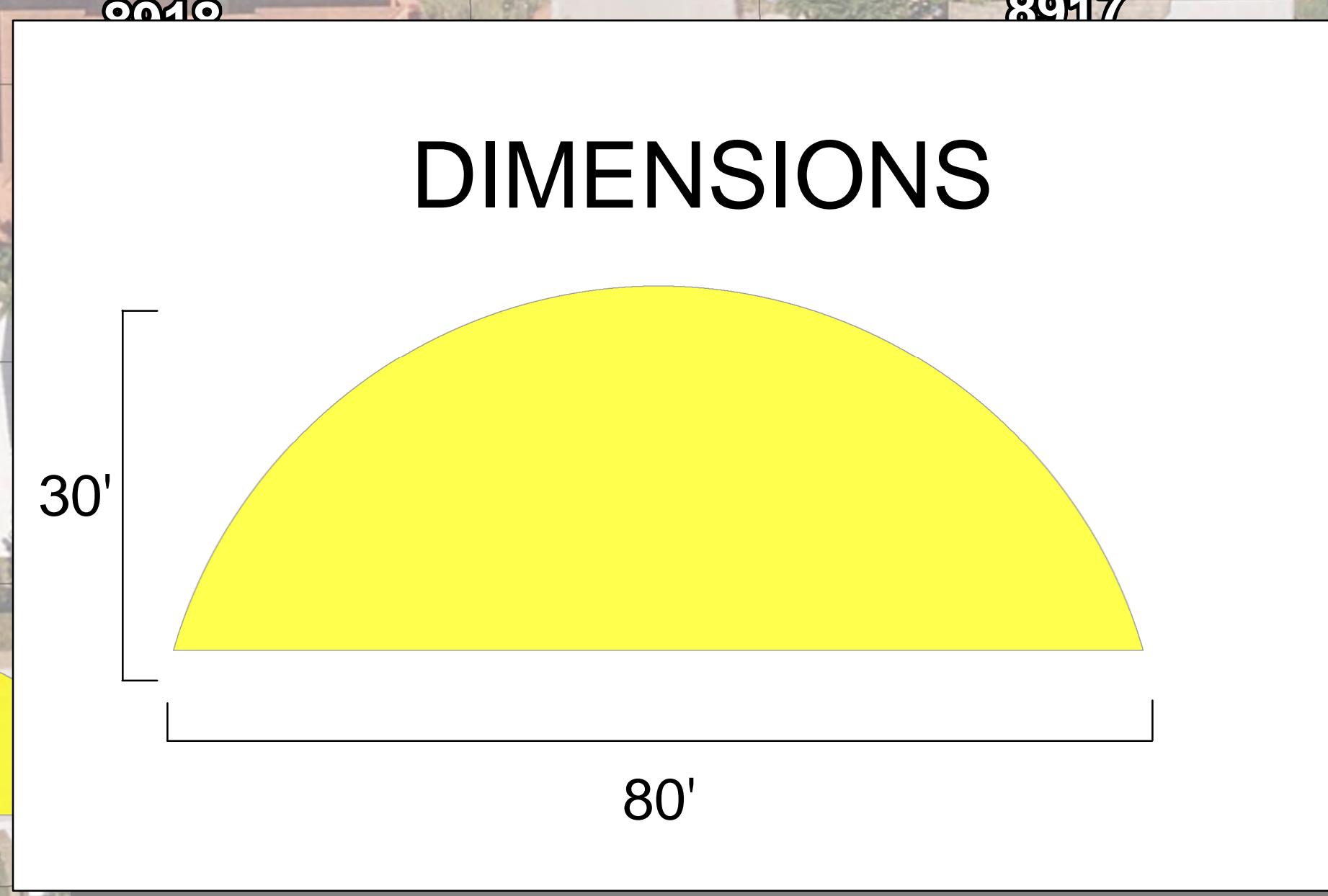


GIS Produced and maintained by the CGA
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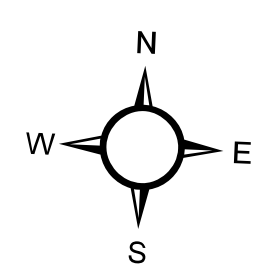
Legend

-  FPL Lights
-  Parcels
-  Illumination Zones

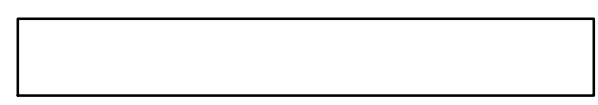


Town of Surfside Block 19 Street Light Photometrics

Print Date: 2/5/2020



75



Feet









Appendix D





“Proposed Street Lights Map”

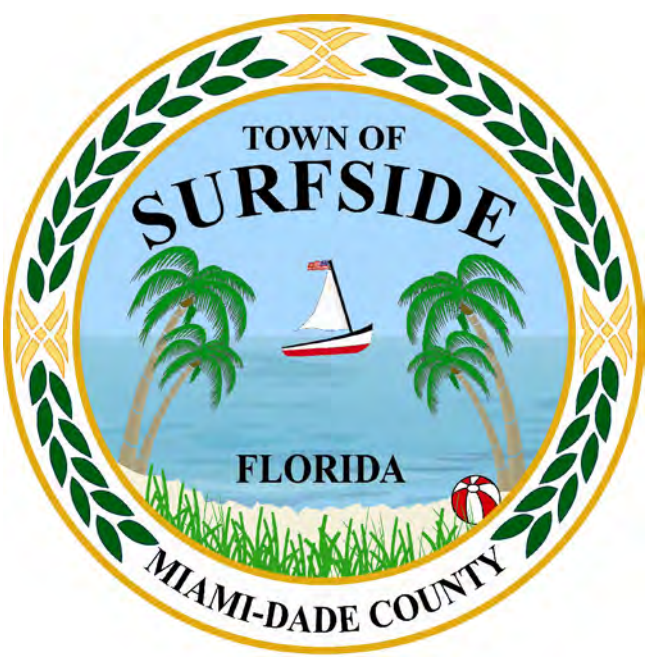
1 Page

Legend

-  City Boundary
-  Parcels
-  FPL Illumination Zones
-  Proposed Illumination Zones

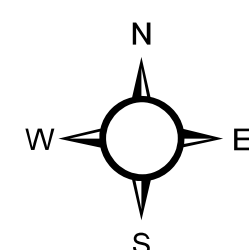
Owner (Count)

-  Proposed (133)
-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

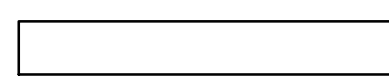


Town of Surfside Street Light Inventory

Print Date: 2/18/2020



400



Feet

1 inch = 200 feet



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MEMORANDUM

ITEM NO. 90

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Lowering of Property taxes and Water Bills

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide information on lowering property taxes and water bills.

April 14 through April 21, the Town's Finance Director has meet with the Commissioners to discuss the state of the Town's finances including the financial position of the Town's General Fund and Water & Sewer Fund. With the budget season starting, the Commission will have the opportunity to provide policy direction which forms the basis of the Town's Budget. On June 1, 2020, the Town will receive the Miami-Dade Property Appraiser Assessment Roll Estimate which will help guide the Town's Administration toward the goal of lowering the financial impact to Town residents.

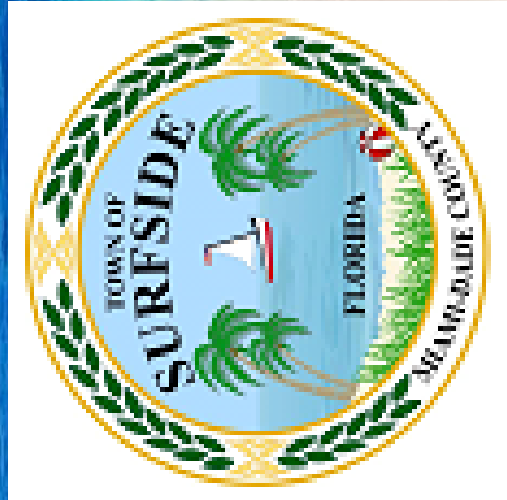
Attached is the Town's financial position presentation given to the Commissioners.

Reviewed by: GO

Prepared by: JDG

FINANCE ORIENTATION

April 2020



Surfside Finance
Department

Financial Reporting

Page 463

Fiscal Year = October 1st
thru September 30th

- Comprehensive Annual Financial Report (CAFR)
- Government Finance Officers Association (GFOA)
 - Certificate of Achievement for Excellence in Financial Reporting Program
 - <https://www.gfoa.org/best-practices>



Other Reports

- **Florida Department of Finance**
 - Annual Financial Report (AFR)
- **Florida Auditor General**
 - Local Government Audit Report
- **State and/or Federal Single Audit Report**
- **Office of the Citizens' Independent Transportation Trust**
 - Audit every 5 years
 - Reporting quarterly and annually
- **Federal and State Law Enforcement**
 - Police Forfeiture funds
- **Local Highway Finance Report**
 - State revenue sharing

Fund Accounting

What is a Fund?

- A fund is like having a different checking account for different purposes



Types of Funds



Governmental



Proprietary

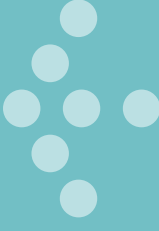


Fiduciary



Internal
Service

Governmental Funds



General Fund

Accounts for revenues including property taxes, sales taxes, and fines, as well as expenditures like Police and General Government

Special Revenue Funds

Used for revenue sources that can only be used for a specific purpose (ex. Building, Resort Taxes)

Capital Project Fund

Accounts for major capital construction or acquisition of major assets

Other Funds

Proprietary Funds

- Government services that are financed in whole or in part by fees paid by those who benefit from the services



Fiduciary Fund

- Used when a government unit acts as a trustee or agent



Internal Service Fund

- Accounts for cost of maintaining Town's fleet



Balance Sheet - Reserves

- The Town is in good financial position
- General Fund (2019 UNAUDITED)
 - \$2.0M assigned fund balance (Hurricane Reserve)
 - New Resiliency Reserve created in FY 2020
 - \$13.0M unrestricted fund balance
- Other governmental funds (Restricted or Assigned)
 - Building Fund \$2.6M
 - Capital Projects Fund \$3.0M
 - Tourist Resort \$1.6M
 - Other (Trans./Police) \$435k
- Enterprise funds (Restricted)
 - Water & Sewer (\$1.5M)
 - Stormwater \$3.2M
 - Parking \$1.2k
 - Solid Waste \$655k

Unassigned General Fund Reserves

| Fiscal Year | Amount | Increase | Increase |
|-------------|---------------|----------------|----------|
| 2009 | \$ 7,178,552 | | |
| 2010 | \$ 867,867 | \$ (6,310,685) | -87.9% |
| 2011 | \$ 1,958,783 | \$ 1,090,916 | 125.7% |
| 2012 | \$ 3,121,636 | \$ 1,162,853 | 59.4% |
| 2013 | \$ 3,151,275 | \$ 29,639 | 0.9% |
| 2014 | \$ 4,204,273 | \$ 1,052,998 | 33.4% |
| 2015 | \$ 3,722,284 | \$ (481,989) | -11.5% |
| 2016 | \$ 5,170,003 | \$ 1,447,719 | 38.9% |
| 2017 | \$ 6,460,802 | \$ 1,290,799 | 25.0% |
| 2018 | \$ 8,902,050 | \$ 2,441,248 | 37.8% |
| 2019 | \$ 12,983,069 | \$ 4,081,019 | 45.8% |

General Fund Reserves compared to Property Tax Revenues

| Fiscal Year | Reserves | Revenues | % Ratio |
|--------------------|-----------------|-----------------|----------------|
| 2009 | \$ 7,178,552 | \$ 6,325,721 | 113.5% |
| 2010 | \$ 867,867 | \$ 5,323,728 | 16.3% |
| 2011 | \$ 1,958,783 | \$ 5,619,494 | 34.9% |
| 2012 | \$ 3,121,636 | \$ 5,264,387 | 59.3% |
| 2013 | \$ 3,151,275 | \$ 5,257,726 | 59.9% |
| 2014 | \$ 4,204,273 | \$ 5,660,551 | 74.3% |
| 2015 | \$ 3,722,284 | \$ 6,526,267 | 57.0% |
| 2016 | \$ 5,170,003 | \$ 7,276,466 | 71.1% |
| 2017 | \$ 6,460,802 | \$ 8,167,329 | 79.1% |
| 2018 | \$ 8,902,050 | \$ 9,626,611 | 92.5% |
| 2019 | \$ 12,983,069 | \$ 12,835,787 | 101.1% |

Enterprise Funds Unrestricted Reserves

| Fiscal Year | Water & Sewer | Stormwater | Solid Waste | Parking |
|-------------|----------------|--------------|--------------|--------------|
| 2009 | \$ 448,793 | \$ (77,137) | \$ (128,427) | \$ 2,526,724 |
| 2010 | \$ 440,000 | \$ 40,626 | \$ 82,210 | \$ 2,043,034 |
| 2011 | \$ 1,674,603 | \$ 188,302 | \$ 207,462 | \$ 1,385,581 |
| 2012 | \$ (2,949,483) | \$ (161,489) | \$ 228,437 | \$ 1,258,325 |
| 2013 | \$ (5,261,333) | \$ 2,520,512 | \$ 227,274 | \$ 1,066,574 |
| 2014 | \$ (3,501,884) | \$ 3,838,412 | \$ 116,662 | \$ 1,000,355 |
| 2015 | \$ (2,705,871) | \$ 4,051,768 | \$ 340,391 | \$ 1,089,165 |
| 2016 | \$ (1,489,769) | \$ 3,626,325 | \$ 245,941 | \$ 1,111,941 |
| 2017 | \$ (3,048,579) | \$ 1,456,556 | \$ 429,743 | \$ 811,013 |
| 2018 | \$ (2,546,398) | \$ 3,203,878 | \$ 601,201 | \$ 943,315 |
| 2019 | \$ (1,477,313) | \$ 3,200,646 | \$ 655,448 | \$ 1,185,311 |
| 2020 | \$ (1,136,724) | \$ 3,034,923 | \$ 432,957 | \$ 1,108,943 |

Debt

- **No General Obligation, Capital Leases, or Pension Obligation debt**
 - **Utility System Revenue Bond Series 2011**
 - Improvements to facilities for the water, sewer, and stormwater systems
 - \$16M issued
 - \$7.3M outstanding as of September 30, 2019
 - Final payment – 2026
 - **Clean Water State Revolving Loan**
 - Improvements to facilities for the sewer and stormwater systems
 - \$9.31M issued
 - \$6.86M outstanding as of September 30, 2019
 - Final payment – 2033
- *all debt serviced with water, sewer, & stormwater funds**

Budgeting

FISCAL YEAR 2020



Budget Glossary

Page 474

Budget: A plan of financial activity for a specified period of time (fiscal year) indicating all planned revenues and expenses for the budget period.

- **Millage:** Derived from a Latin word "millesimum" meaning "thousandth," with 1 mill being equal to 1/1,000th of a currency unit. As used in relation to property tax, 1 mill is equal to \$1 in property tax, which is levied per every \$1,000 of a property's determined taxable value.
- **Taxable Valuation:** This is the amount determined by the Property Appraiser after any discounts and/or exemptions have been applied to the assessed valuation. This reduced figure is the one against which governments may levy a tax.

Budget Process

- Budget development and management is a year-round process.
- Budget preparation begins in February-March and is designed to assist the Town's management in the development of short-term and long-term strategies to meet legal and policy directives as well as perceived wishes of the community including the various advisory boards and committees.
- The policy directives of the Town of Surfside's Town Commission are the principal focus of each budget process.
- Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award



Budget Timeline

Page 476.

- **March** Initiate Budget Development Process
- **April** Distribute budget package to Department Directors
- **April** Budget Goals and Objectives Workshop with Town Commission to set budget priorities
- **April-May** Budget Retreat – Town Manager and Department Directors
- **May** Departments submit budget requests. Meetings with Town Manager to review all requests
- **June 1st** Miami-Dade Property Appraiser Assessment Roll Estimate
- **June** Town Commission Budget Workshop

Budget Timeline

- **July 1st** “Certification of Taxable Value” received from the Property Appraiser
- **Early July** Proposed Budget submitted to Town Commission
- **Mid-July** Town Commission meets to set tentative property millage rates
- **Early Aug** Notify Property Appraiser - proposed millage rate, etc.
- **July-Aug** Proposed Budget finalized based on Town Commission budget discussion and final taxable value
- **Sept** First and second public hearings
 - Adopt millage rates
 - Adopt operating and capital budgets

*Florida Statute precludes local governments from conducting its budget hearings on the same date as Miami-Dade County and the Miami-Dade County School Board

Budget Components

General Fund

- General Government
- Public Safety
- Physical Environment
- Streets
- Non-Community Center Parks & Recreation

Special Revenue Funds

- Building Services
- Tourist
- Transportation
- Police Forfeiture

Capital Projects Fund

- Physical Environment

Enterprise Funds

- Water & Sewer
- Stormwater
- Solid Waste
- Parking

Internal Service Fund

- Fleet Management

Special Revenue Funds – What do you get?

Page 479

Transportation Fund

- Generated through the Miami-Dade County half-penny sales surtax
- Use of the funds include a Community Bus Service as well as sidewalk replacements, bus stop maintenance, etc.
- **Police Forfeiture**
- Funded through forfeitures, seizures, and confiscations related to criminal activity
- Use of the funds is restricted to crime prevention initiatives

• **Building Fund**

- Account for the building department activities
- Revenues are collected from development activity to fund building department operations

Special Revenue Funds – What do you get?

• **Page 480** Tourist Resort Fund

- Generated from taxes placed on certain types of private enterprise – food and beverage sales and accommodations
- Sixty-six percent (66%) of total revenues allocated for the cost of operating the Community Center and collection of resort tax
- Pursuant to Chapter 67-930 of State of Florida law, and further defined in the Town's Ordinance No. 11-1574, a minimum of 34% of the resort tax revenue must be used to promote the Town as a tourist destination
- The expenditure of these funds is governed by the Tourist Bureau Board
- Used to fund the other initiatives, also enjoyed by residents:
 - Annual holidays lights on Harding Avenue
 - Popular events, including Third Thursdays, First Fridays, Paddletopia, Bootcamp & Brews, History Tours, and more

Community Center Budget is ~\$2.2M in Fiscal Year 2020

This funding provides property tax relief as these operations are no longer supported by the General Fund

Property Values

Taxable Property

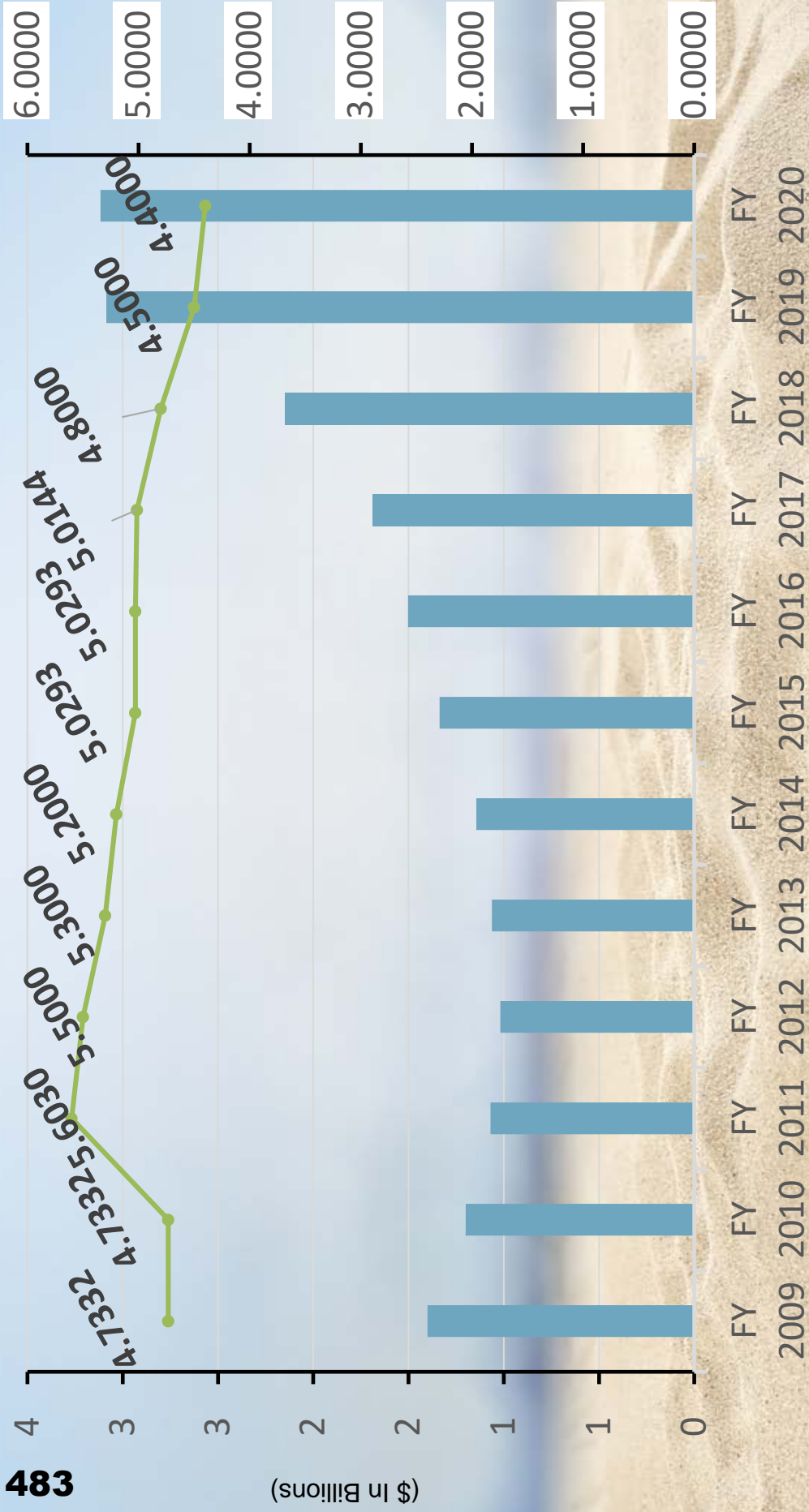
| Fiscal Year | Millage Rate | Value | Value Increase | % Increase |
|-------------|--------------|------------------|------------------|------------|
| 2009 | 4.7332 | \$ 1,531,669,419 | | |
| 2010 | 4.7332 | \$ 1,283,401,231 | \$ (248,268,188) | -16.2% |
| 2011 | 5.6030 | \$ 1,062,959,623 | \$ (220,441,608) | -17.2% |
| 2012 | 5.5000 | \$ 1,017,658,274 | \$ (45,301,349) | -4.3% |
| 2013 | 5.3000 | \$ 1,062,214,226 | \$ 44,555,952 | 4.4% |
| 2014 | 5.2000 | \$ 1,144,071,250 | \$ 81,857,024 | 7.7% |
| 2015 | 5.0293 | \$ 1,336,876,007 | \$ 192,804,757 | 16.9% |
| 2016 | 5.0293 | \$ 1,502,755,220 | \$ 165,879,213 | 12.4% |
| 2017 | 5.0144 | \$ 1,689,439,338 | \$ 186,684,118 | 12.4% |
| 2018 | 4.8000 | \$ 2,150,458,492 | \$ 461,019,154 | 27.3% |
| 2019 | 4.5000 | \$ 3,086,020,534 | \$ 935,562,042 | 43.5% |
| 2020 | 4.4000 | \$ 3,116,633,395 | \$ 30,612,861 | 1.0% |

Property Taxes

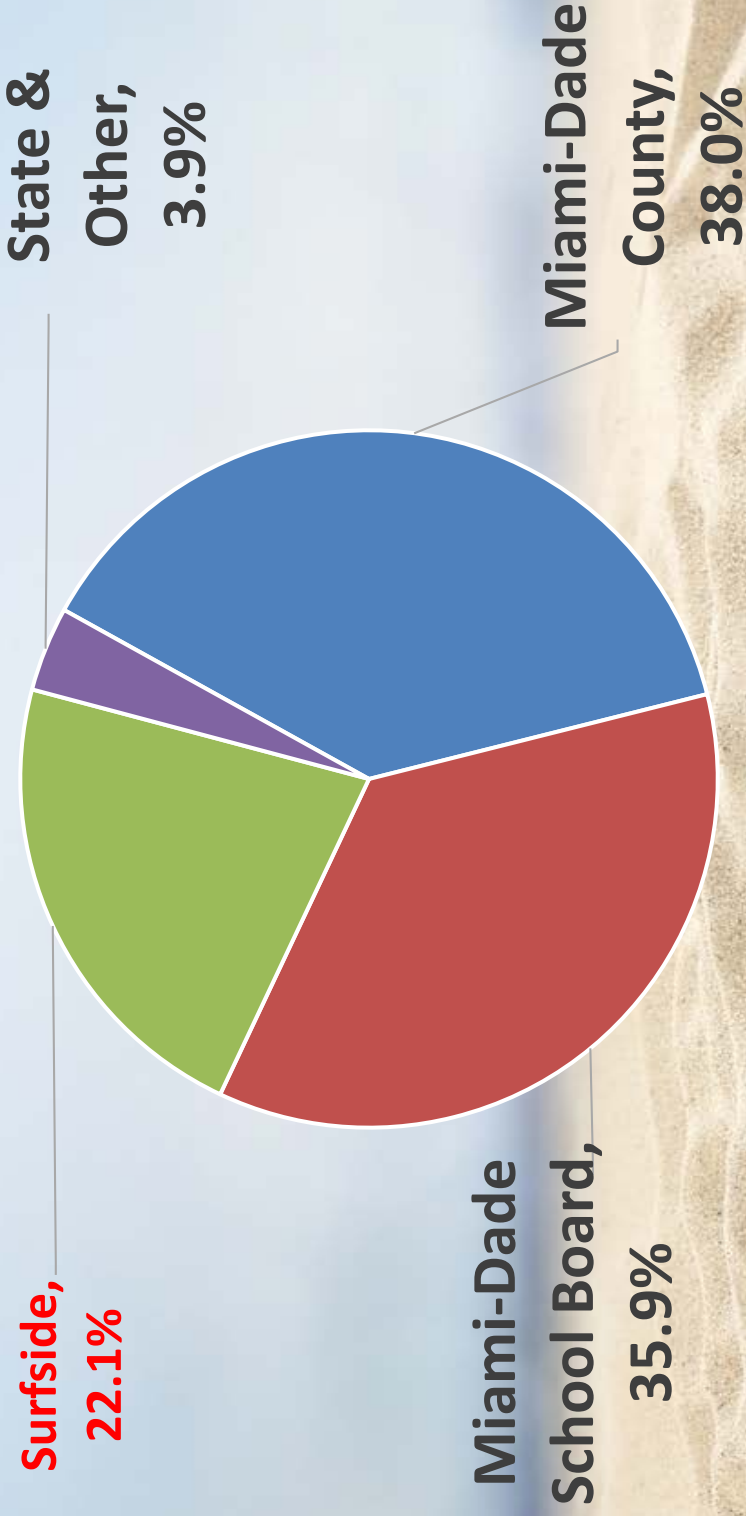
| Fiscal Year | Millage Rate | Taxable Property Value | Property Taxes Collected | % Increase |
|-------------|--------------|------------------------|--------------------------|------------|
| 2009 | 4.7332 | \$ 1,531,669,419 | \$ 6,325,721 | |
| 2010 | 4.7332 | \$ 1,283,401,231 | \$ 5,323,728 | -15.8% |
| 2011 | 5.6030 | \$ 1,062,959,623 | \$ 5,619,494 | 5.6% |
| 2012 | 5.5000 | \$ 1,017,658,274 | \$ 5,264,387 | -6.3% |
| 2013 | 5.3000 | \$ 1,062,214,226 | \$ 5,257,726 | -0.1% |
| 2014 | 5.2000 | \$ 1,144,071,250 | \$ 5,660,551 | 7.7% |
| 2015 | 5.0293 | \$ 1,336,876,007 | \$ 6,526,267 | 15.3% |
| 2016 | 5.0293 | \$ 1,502,755,220 | \$ 7,276,466 | 11.5% |
| 2017 | 5.0144 | \$ 1,689,439,338 | \$ 8,167,329 | 12.2% |
| 2018 | 4.8000 | \$ 2,150,458,492 | \$ 9,626,611 | 17.9% |
| 2019 | 4.5000 | \$ 3,086,020,534 | \$ 12,835,787 | 33.3% |
| 2020 | 4.4000 | \$ 3,116,633,395 | \$ 13,027,528 | 1.5% |

TAXABLE VALUES & MILLAGE RATES

10 YEARS

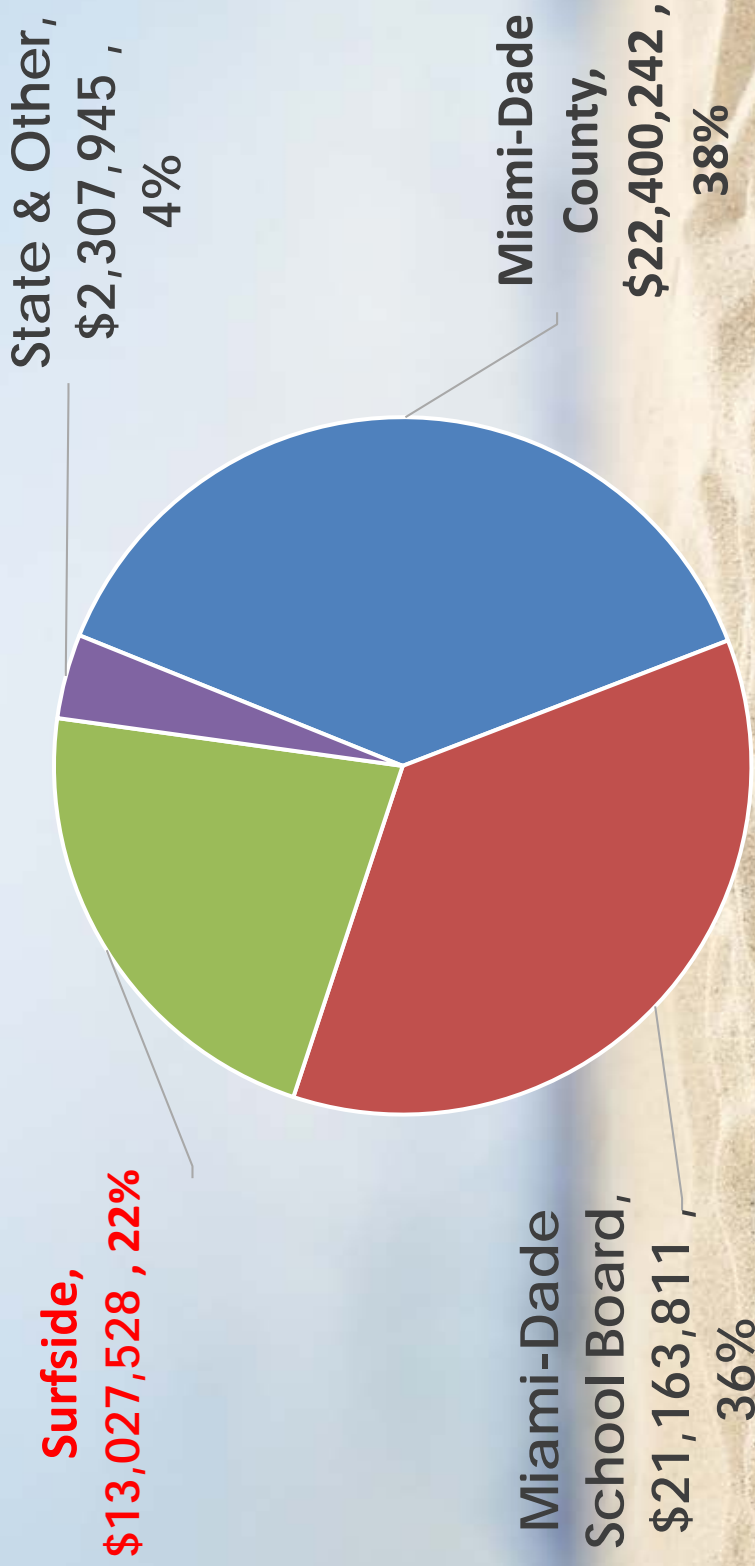


HOW MUCH OF YOUR TAX BILL GOES TO THE TOWN?



77.9% of Surfside property taxes go to other entities

Property Tax Distribution 2019 Millage Rates



\$45.9M of the \$58.9M in Surfside property taxes go to other entities

Property Taxes Millage Rates

Fiscal Year Surfside County Miami-Dade School Board

2009 4.7332 5.1229 7.7970

2010 4.7332 5.1229 7.9950

2011 5.6030 5.8725 8.2490

2012 5.5000 5.0900 8.0050

2013 5.3000 4.9885 7.9980

2014 5.2000 5.1255 7.9770

2015 5.0293 5.1169 7.9740

2016 5.0293 5.1169 7.6120

2017 5.0144 5.0669 7.3220

2018 4.8000 5.0669 6.9940

2019 4.5000 5.1313 6.7330

2020 4.4000 5.1449 7.1480

Fiscal Year 2020 General Fund Revenues & Expenditures

\$16.5M Projected Revenues

78.7% Ad Valorem

9.0% Franchise / Utility
 6.7% Intergov/ Charges for Services
 5.6% Other



44.2% Public Safety

36.9% General Government

10.4% Physical Environment
 8.5% Other

\$14.4M Projected Expenditures

\$2.1M added to General Fund Reserves

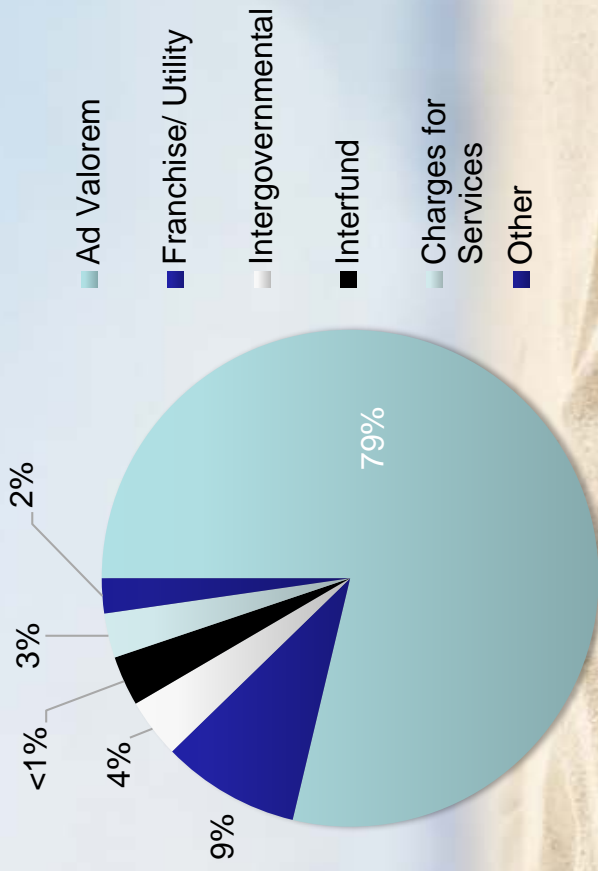


Revenues Forecast General Fund

\$16.5 Million

- Ad Valorem \$13.0 Million
- Franchise/Utility \$1.5 Million
- Intergovernmental \$637,500
- Interfund \$539,000
- Charges for Services \$478,700
- Other \$376,500

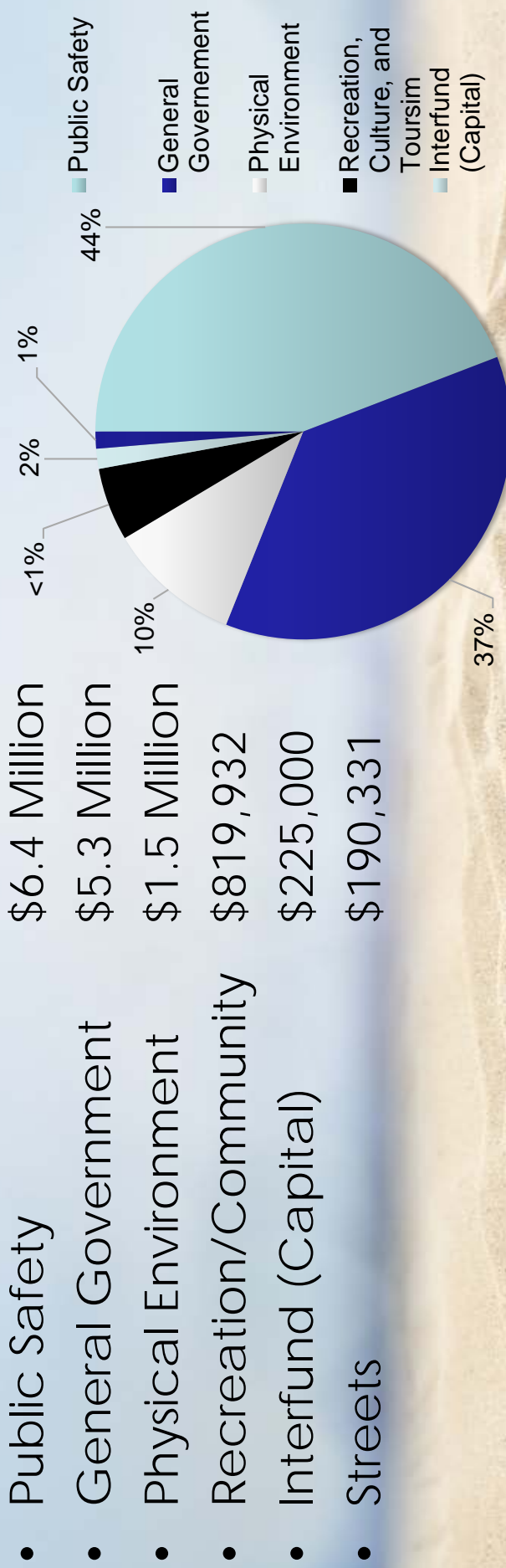
FY 2020 General Fund Revenues



General Fund Expenditures

\$14.4 Million

FY 2020 General Fund Expenditures



Enterprise Funds – Water & Sewer

Page 490

- The Town operates its Water and Sewer System and funds the operations, maintenance, administration, debt service, and infrastructure renewal and replacement needs through user fees and available reserves.
- The Town has issued bonds to pay for a portion of its water and sewer capital project and the debt service is repaid through the system's net revenues.
 - Town water is purchased from Miami-Dade County at wholesale rates and transmitted through Town owned water lines.
 - Wastewater (sewer) runs through the Town's collection system and is discharged under an agreement with the City of Miami Beach.
 - The Water and Sewer division also performs functions related to billing and collection for the services provided.
 - General Town administrative support provides services for Water and Sewer operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Water & Sewer Fund Revenues & Expenditures

\$4.4M Projected Revenues



\$4.1M Projected Expenditures

*81% of the Operating Costs are direct past throughs

*75% of the all expenses are debt service and pass throughs

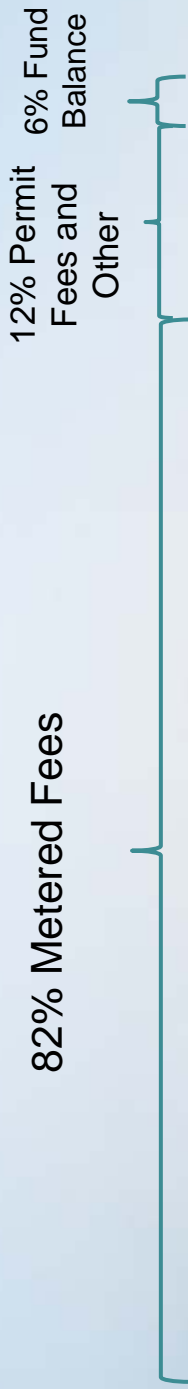
\$340,000 added to Reserves – FY 19 FY end balance = **(\$1.4M)**

Enterprise Funds – Parking

- The Town operates its own municipal parking enterprise fund. The Town currently operates several parking lots and on-street parking spaces to provide parking throughout Town and convenient access to the Harding Avenue business district.
- Municipal Parking operations are under the supervision of the Public Safety Department.
 - The Town provides these services with Parking Division in-house staff and contracts with a private company for collection from parking meters.
 - Parking citation revenue is allocated to the General Fund.
 - General Town administrative support provides services for Municipal Parking operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Parking Fund Revenues & Expenditures

\$1.3M Projected Revenues



45% Operating Costs

44% Personnel Costs

11% Other Costs

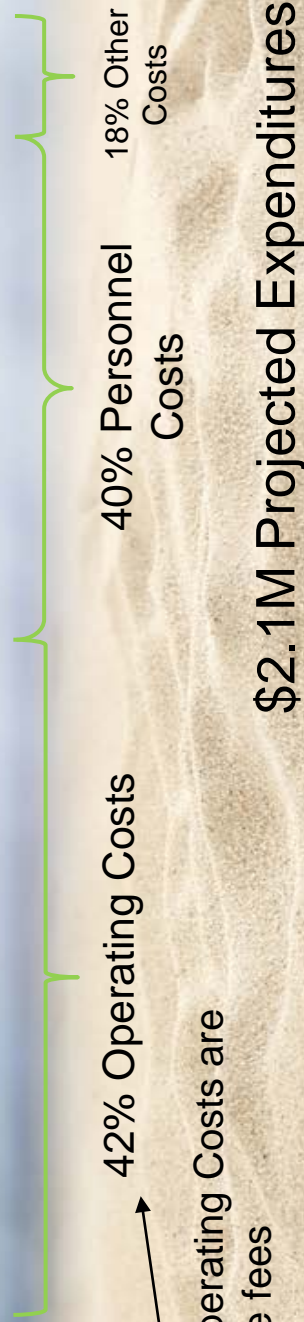
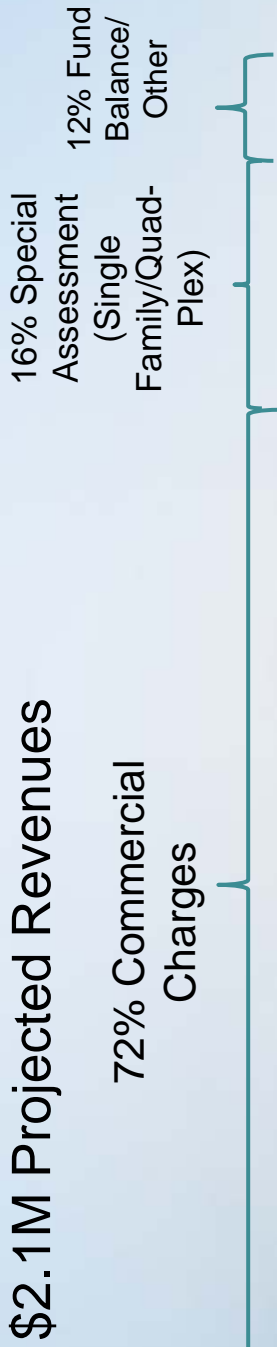
\$1.3M Projected Expenditures

Enterprise Funds – Solid Waste

Page 494

- The Solid Waste Fund accounts for the cost of operating and maintaining collection and disposal services for Town residents and commercial businesses/properties.
- Solid waste collection and disposal services are provided by the Town for garbage, bulk trash, and vegetation.
- The Town provides in-house collection and disposal of recyclable materials for residential properties.
- Solid waste collection charges for residential property are billed by Miami- Dade County on the real property tax notice as a non-ad valorem assessment. The residential property assessment of \$318.67 for garbage/recycle is assessed for FY 2020. Variable rates are charged for multi-family units and commercial properties. The Town is in the process of evaluating commercial rates.
- General Town administrative support provides services for Solid Waste operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Solid Waste Fund Revenues & Expenditures



*57% of Operating Costs are tipping-type fees

\$222,000 reduction in Reserves – FY 19 FY end balance = \$655,000

Enterprise Funds – Stormwater

- The Stormwater Utility Fund accounts for the cost of operating and maintaining the Town's stormwater drainage system in accordance with the Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) permit.
- The Town is in the process of developing a Stormwater Master Plan which should be updated at 5 year to properly document new projects and to adapt with future conditions. (On Hold)
- The Town contracts out many of the stormwater related functions.
 - Include planning, developing, testing, maintaining, and improving the management of waters resulting from storm events.
 - Vacuum truck services as well as a street sweeping program to maintain the stormwater infrastructure are funded.
 - General Town administrative support provides services for stormwater operations such as: oversight, finance, payroll, human resources, benefits and pension management, and the provision of office space.

Fiscal Year 2020 Stormwater Fund Revenues & Expenditures

\$860,000 Projected Revenues

19% Fund Balance

81% Service Fees



48% Debt Service

21% Operating Expenses

16% Personnel Costs
15% Other Costs

\$860,000 Projected Expenditures

\$166,000 reduction in Reserves – FY 19 FY end balance = \$3.2M

Contact Info

• Page 498

Website:
<https://townofsursidefl.gov/departments-services/finance>

- Jason D. Greene, CGFO, CFE, CPFIM, CICA
jgreene@townofsursidefl.gov





MEMORANDUM

ITEM NO. 9P

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Calvin Giordano Contracts

At the May 12, 2020 Commission Meeting, the Commission has requested a report on the Calvin Giordano contracts laying out the options and a recommendation for each service area.

Planning Services

At the May 14, 2020 Special Commission meeting on Planning & Zoning, the Commission provided direction to both prepare RFQ for Planning department services as soon as possible and advertise a new in-house planner.

General Engineering Consultant (GEC) Services

At the May 26, 2020 Special Commission meeting, the Commission provided direction to:

- Prepare RFQ as soon as possible for Architecture, Engineering and Surveying Services per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes to select a pool of engineering firms that will be pre-qualified.
- Prepare RFQ as soon as possible for engineering services including Abbott drainage option vetting, design, permitting, RFP preparation, construction inspections, and project management per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes

Information Technology (pending direction)

- Option #1 – No change
 - Continue with services as provided
- Option #2 – Bring Multi-media Specialist in-house
 - Develop cost for an in-house Multi-media specialist
 - CGA services to remain until such time as new staff are hired and transition complete

- Option #3 – Build new In-house Information Technology Department (all staff)
 - Develop cost for an in-house Information Technology Department
 - CGA to remain until such time as new staff are hired and transition complete
- Option #4 – Re-procure services now
 - Prepare RFQ as soon as possible for Information Technology consultants
 - CGA to remain until such time as a vendor is under contract and transition complete

The Administration recommends option #1 Information Technology.

Reviewed by: GO/LA

Prepared by: JDG

Information Technology CGA Payments by task for Calendar Year 2019

| | <u>CY 2019</u> | |
|----------------------------|----------------|-------------|
| | Paid | |
| Information Technology | | |
| General Services | | |
| Monthly IT retainer | 130,290 | 48% |
| Extra Services | | |
| After hours extra time | 16,646 | 6% |
| Broadcasting support | 10,553 | 4% |
| Projects | | |
| ERP Implementation Support | 115,200 | 42% |
| | <u>272,688</u> | <u>100%</u> |

IT Services Contract – CGA number 17-9175

Monthly Fee: \$11,031.31

Potential Additional Fees: \$238.29 per broadcasting event – including setup, AV during meeting, posting after the meeting is over. Average Commission Meetings are 4 hours (30 min setup, 3-hour meeting, 30 min broadcasting of video)

After hours or weekend services (Police Department Emergencies/ Downtime to background check servers) \$101.34/hour only at Town request.

Staff assigned to contract: Jose Feliz, Support Specialist Full Time dedicated to the Town of Surfside
Eric Wells, Network Administrator Part Time dedicated to the Town of Surfside- as needed oversight, assistance and PTO coverage.

Adrian Santaella, Media Specialist Part Time (contract states 15.5 hours per month) dedicated to the Town of Surfside as needed for website updates.

Monthly Fee hours dedicated per month:

170 hours

Monthly Fee Brief scope of work:

Desktop support for all Town Staff including the Police Department, including:

- Maintain and trouble shoot all servers, computers, software, printers, scanners, phone systems at all locations
- Specifying, purchasing and setup of all new IT equipment for staff and PD
- Maintaining uptime on servers, Police Department USA Software and FDLE
- Troubleshooting Tyler ERP Software
- Upgrading Town equipment as needed, including Data Center, Data Domain, Backup Systems and Servers
- Specifying, procuring and managing installation of security systems including door strikers, locks and cameras
- Recording and Broadcasting all Public Meetings
- Closed Caption for Channel 663 and Video Streaming
- Hosting the Town Website, ensuring Website ADA Compliance and up to 20 hours of Website posts and updates
- Parks & Recreation RecTrac software upgrade implementation
- Managing NetMotion and AT&T to integrate GPS on all Town equipment such as Laptops as a theft deterrent/tracking system.
- Managing Surveillance Cameras for PD, Town Hall, Abbott Lot, 96th Park and Community Center.
- Keeping SCALA up to date (Town Broadcasting)

Calendar year 2019 costs: \$272,688

**For additional information on calendar year 2019 tasks including projects see attached supplemental*



**Town of Surfside
Town Commission Meeting
November 12, 2020**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: April 24, 2020

From: Vice Mayor Tina Paul

Subject: FPL Solar Together Program

Objective – Enroll all Town of Surfside municipal properties in the FPL SolarTogether program.

Consideration – In March 2020, the Florida Public Service Commission approved the FPL SolarTogether program. As the largest community solar program in the United States, SolarTogether removes traditional barriers such as large upfront costs, long-term commitments and has no penalties for unsubscribing. It allows for all FPL customers to go 100% solar with no rooftop installation, maintenance or required insurance.

At the April 21, 2020 Special Commission Meeting, the Commission voted to end CGA Work Authorization No. 117, from July 2019 for Engineering Services for Design-Build Photovoltaic System at the Surfside Community Center.

Surfside has always actively pursued clean energy and environmental initiatives therefore; participating in the FPL SolarTogether program at all Town Facilities will continue these efforts while affording the Town long-term savings.

The FPL SolarTogether program is currently fully subscribed and the waitlist has also been filled.

Recommendation – Direct the Town Manager or designee to contact our Customer Advisor Jose Triana for information on enrolling in the next sign-up for FPL's SolarTogether program.



Thank you for your interest FPL SolarTogetherSM
 The program is fully subscribed and the waitlist is closed.

The SolarTogetherSM program is an easy and affordable option for customers to share in the economic and environmental benefits of Florida based large-scale solar while receiving monthly bill credits on their FPL bill.

At this time, the Commercial, Industrial and Governmental portion of the program is fully subscribed. And, due to overwhelming interest, the waitlist has reached maximum subscription and is closed. We will continue to find new and innovative ways to bring even more solar to Florida and will announce future program opportunities.

Reduce your energy costs while achieving your sustainability goals



Benefits

- Offset up to 100 percent of your energy usage (subject to availability)
- Renewable Energy Credits (RECs) are retired on your behalf
- Receive bill credits immediately



Economics

- Simple payback between 5-7 years
- Fixed monthly subscription rate
- Escalating bill credits
- No maintenance, operational or insurance costs



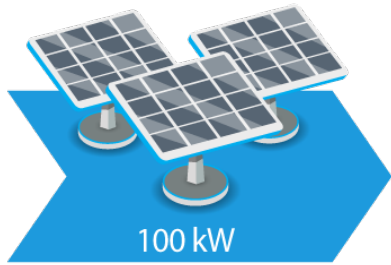
Terms

- No upfront cost
- No long term contract
- Subscription is transferable to another store or location
- Subscription cannot be sold or transferred to another customer

How the program works

1. Determine your subscription share by selecting the amount of energy you wish to offset – up to 100% of your energy usage can come from solar
2. Calculate your monthly subscription cost based on the fixed subscription rate of \$6.76/kW multiplied by your subscription share
3. Estimate your monthly subscription credit based on your subscription share multiplied by the amount of solar energy produced multiplied by the subscription credit rate

100 kW subscription example



FPL SolarTogether Subscription

100 kW subscription share
x \$6.76/kW fixed subscription rate

Your Monthly Subscription Cost

\$676



Solar Energy Produced

190 hrs per month
x 100 kW subscription share

19,000 kWh solar energy



Subscription Credit

19,000 kWh solar energy produced
x \$0.03405/kWh subscription credit rate/kWh

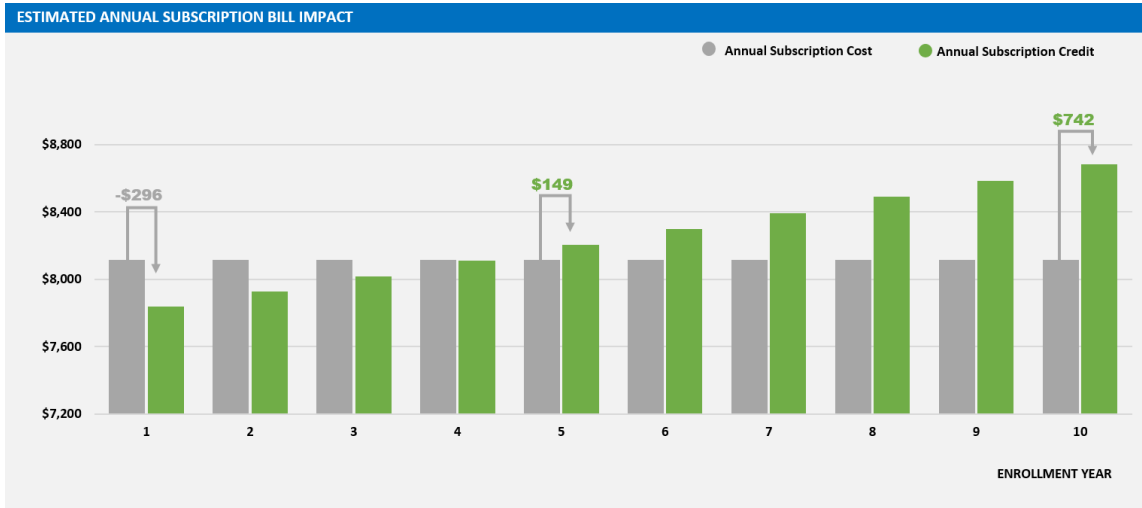
Your Monthly Bill Credit

\$647

That means you get solar energy for just **\$29** for the month!*

* Illustrative examples presented here for discussion purposes only, program charges and credits will be established per the Florida PSC approved tariff.

And over time, the annual benefits are forecasted to exceed the costs.



The graph above shows the estimated bill impact over a ten-year period for a 100 kW subscription example. While the annual subscription cost remains the same year after year, due to the fixed nature of the subscription rate, the annual subscription credit grows annually. In the first year of a 100 kW subscription, program participation would cost approximately \$296, which is the difference between the subscription cost of \$8,112 and the credit of \$7,816. By year five, the annual subscription remains \$8,112 and the credit grows to \$8,261, so the credit exceeds subscription cost by \$149. By year ten, the cost of the subscription is still \$8,112 and the credit is now \$8,854 for the year, increasing the credit difference by \$742.

Have Questions?

View our frequently asked questions (<https://www.fpl.com/energy-my-way/solar/solartogether-res/faq.html>).



**Town of Surfside
Town Commission Meeting
November 12, 2020**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: May 5, 2020

From: Vice Mayor Tina Paul

Subject: Climate Environmental Collective - revised

Objective – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

Consideration – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

Recommendation – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

LOGO - *Climate Enviromental Collective*





**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission

Objective: To provide a presentation on the apparently corrupt arrangement between the former Commission and builders in Town related to interest free, multi-decade loans at the expense of Surfside taxpayers.

Consideration: Discuss with Commission

Recommendation: TBD

MIAMI BEACH

Miami Beach failed to collect \$19 million in developer fees for parking

By Joey Flechas

jflechas@MiamiHerald.com

SEPTEMBER 16, 2014 07:06 PM, UPDATED SEPTEMBER 18, 2014 03:21 PM



Officials at Miami Beach City Hall have uncovered past mismanagement of a program that allows developers who can't provide on-site parking to pay the city a fee for every space they can't provide. The city could have collected nearly \$19 million. JOEY FLECHAS MIAMI HERALD STAFF



Listen to this article now

04:14 Powered by [Trinity Audio](#)

In Miami Beach, a town known for its scarcity of parking, city staffers have failed to collect nearly \$19 million in fees from developers — fees that were supposed to be used to improve the city's parking facilities.

City administrators uncovered the problem, which stretches back 25 years, through an eight-month internal review, the results of which were released Tuesday. Administrators will present the findings of the internal investigation to the City Commission Wednesday evening.

Since January, the city's planning department has reviewed processes and procedures in the "fee in

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Pharrell just dropped \$30 million on sweet ‘quarantine’ digs in Coral Gables: report

That fee, currently set at \$35,000 per space, is supposed to go toward improving the city’s parking facilities. An annual fee is also charged if a change to an existing property requires more parking, like if a restaurant adds more tables. That fee is set at \$700 per year for as long as that use remains.

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According to a memo sent Tuesday afternoon to the City Commission, the review uncovered issues with billing, accounting and inspection of properties in the program, which led to the city leaving \$18.9 million on the table over the course of the past 20 years. It started with reviewing a sample of 25 accounts in the program at the beginning of this year. The pool ballooned to about 180 accounts after staffers kept finding problems.

The news comes about a week after the Miami Herald reported that [past Miami Beach administrators failed to collect \\$2.7 million in water and sewer connection fees from several hotels and condos](#). It does not appear there is any connection between the two instances of mismanagement.

Officials reviewing the parking fee program also found that the city did little or nothing after three previous internal audits revealed some of the management issues in 1997, 2003 and 2010.

“Management responses for corrective action did not have completion dates and there is no evidence that significant and deliberate steps were taken by any of the departments involved to establish the appropriate checks and balances to prevent recurrence or initiate invoicing of recurring fees to prevent further loss,” reads the memo, prepared by Deputy Planning Director Carmen Sanchez and Assistant City Manager Joe Jimenez.

The one-time fee has increased incrementally over the years. In many cases, records show past planning officials agreed to bill property owners at previous lower rates without explanation. In

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financial system.

The review is ongoing.

“Staff has conducted extensive research and has had to reconstruct the history for most of the accounts evaluated,” reads the memo. “As new details come to light and additional information is received the estimated receivable amount may change to include other projects identified at a future date.”

The history of poor management came to light to city officials earlier this year, when Sanchez, hired in late 2013, and Jimenez, who joined the city in May 2013, initiated a review of the program. The current administration has already put some checks and balances in place to fix the problems.

According to the memo, the planning department has invoiced 34 recurring accounts for the current fiscal year, and will start invoicing all active accounts for the upcoming fiscal year, starting Oct. 1. The city has updated its permitting software to keep records of what is charged and owed, hired staff to manage special revenue accounts like the parking impact fee program and, from now on, building permits or certificates of use will not be issued until the fee has been paid.

City administrators did not want to comment for this story before presenting their findings to the City Commission. Administrators will ask the City Commission for direction on how to proceed with uncollected money from current businesses and ones that have closed but still have outstanding balances.

Follow @joeflech on Twitter.

RELATED STORIES FROM MIAMI HERALD

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SEPTEMBER 17, 2014 8:21 PM

MIAMI-BEACH

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SEPTEMBER 07, 2014 2:59 PM

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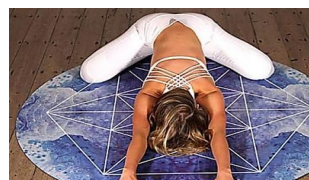
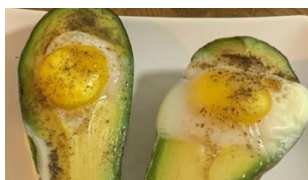
How Dogs Cry for Help: 3 Warning Signs Your Dog is Crying for Help
DR. MARTY



Americas #1 Futurist 2020 Prediction Will Stun You
INTERNET REBOOT 2020



MD: If You Have Toenail Fungus, Do This Immediately (Watch)
CLEAR NAIL PLUS



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COMMENTS ▾



Big crowds at Miami Beach parks, marinas on first weekend of reopening



Food distributions help Miami Beach families

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TRENDING STORIES

After six weeks of lockdown, Miamians enjoy first weekend of reopened parks, marinas

UPDATED 9 HOURS 35 MINUTES AGO

Pieces of Halley's Comet will streak across the night sky this week. Here's what to know

UPDATED MAY 02, 2020 02:06 PM

Biden, Warren: There's no oversight of coronavirus relief — because that's what

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THIS DAY IN HISTORY

1990

Brooks Koepka, the American golfer, is born.

3 MAY

THIS DAY IN HISTORY

Royal Caribbean falsely blames CDC for keeping crew trapped on its ships, agency says

UPDATED MAY 01, 2020 10:22 PM

After refusing for weeks, Florida releases nursing home records, showing flurry of deaths

UPDATED MAY 02, 2020 06:29 PM

READ NEXT



MIAMI-DADE COUNTY

After six weeks of lockdown, Miamians enjoy first

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Saturday brought crowds at Miami-Dade County marinas and parks, which opened Wednesday after weeks of being closed due to coronavirus. At Blackpoint Marina, hundreds of cars lined up to go boating and fishing.

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MORE MIAMI BEACH



MIAMI BEACH

Miami Beach rejects beach-opening plan, but new COVID testing site gives leaders hope

UPDATED MAY 01, 2020 09:00 PM



MIAMI BEACH

After Facebook fight draws criticism, Miami Beach commissioner announces \$17K donation

UPDATED MAY 01, 2020 05:05 PM



REAL ESTATE NEWS

Instagram sensation Gianluca Vacchi lists his Miami Beach home for \$10.9M

UPDATED MAY 01, 2020 03:30 PM



MIAMI BEACH

More than 1,550 face-mask warnings issued in Miami Beach parks after reopenings

UPDATED MAY 01, 2020 04:41 PM



MIAMI BEACH

Miami Beach man accused of raping a 16-year-old girl in apartment stairwell

UPDATED MAY 01, 2020 04:31 AM



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8 Things You Didn't Realize You Could Do to Pay off Debt

BY THE PENNY HOARDER

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MIAMI HERALD APP →

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ACCEPT COOKIES

TOWN OF SURFSIDE
 BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM
 9293 HARDING AVENUE
 SURFSIDE, FL 33154
 (305) 361-4863

Permit Number 14-00000509 Date 11/12/15
 Property Address 9540 GB COLLINS AVE
 PARCEL NUMBER: 2 -3-6-0 -0 /3 /ADM6
 FOLIO NUMBER: 1422350070200
 Permit description NEW BUILDINGS-COMMERCIAL
 Property Zoning MULTI-FAMILY
 Permit valuation 13687447

Owner

SHUL OF BAL HARBOUR
 9540 COLLINS AVENUE
 SURFSIDE FL 33154

Contractor

A.V.I CONTRACTORS, INC.
 1442 BLUE JAY CIRCLE
 ATT: VINCENT MISH
 FT. LAUDERDALE FL 33327
 (954) 557-6249

--- Structure Information 000 000 SOCIAL HALL AND LEARNING CENTER
 Construction Type CONCRETE BLOCK
 Occupancy Type COMMERCIAL
 Roof Type BUILT-UP
 Flood Zone AE AT 9 FEET
 Sign Type CONSTRUCTION SIGN
 Fence Type CONSTRUCTION FENCE

Permit NEW COMMERCIAL BLDG/ADDT, ETC
 Additional desc 1&3 STORIES/SOCIAL HALL/CENTER
 Permit Fee 195766.77 Plan Check Fee00
 Issue Date 11/12/15 Valuation 0
 Expiration Date 5/10/16

| Qty | Unit Charge | Per | Extension |
|-----|-------------|----------|-----------|
| | | BASE FEE | 195766.77 |

Special Notes and Comments

SEPARATE PERMITS MUST BE PULLED FOR THE
 FOR WINDOWS; ROOF; PAVING & CURB CUTS;
 ELECTRICAL; MECHANICAL; PLUMBING; POOL
 FENCE; SIGNS; FIRE & LAWN SPRINKLER
 SYSTEMS; NO CERTIFICATE OF OCCUPANCY
 WILL BE ISSUED UNTIL TEMPORARY STRUCTURE
 USED INCIDENTAL TO THE CONSTRUCTION OF
 THE PRIMARY STRUCTURE HAVE BEEN REMOVED

0094G/1-20-93/AE-8

| | | |
|----------------------|--------------------------|---------|
| Other Fees | COUNTY PERMIT FEE | 8212.80 |
| | STRUCTURAL ENGINEER FEES | 1000.00 |

| Fee summary | Charged | Paid | Credited | Due |
|------------------|-----------|-----------|----------|-----|
| Permit Fee Total | 195766.77 | 195766.77 | .00 | .00 |
| Plan Check Total | .00 | .00 | .00 | .00 |

TOWN OF SURFSIDE
BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM
9293 HARDING AVENUE
SURFSIDE, FL 33154
(305)861-4863

| | | | | |
|-------------------------|-------------|-----------|------|----------|
| Permit Number | 14-00000509 | | Page | 2 |
| Other Fee Total | 9212.80 | 9212.80 | Date | 11/12/15 |
| Grand Total | 204979.57 | 204979.57 | | .00 |
| | | | | .00 |

BUILDING DEPARTMENT CLERK: _____

AUTHORIZED SIGNATURE: _____





TOWN OF SURFSIDE

03/23/14 02:10PM

14-509

PERMIT NO.

APPLICATION NO.

AMOUNT DUE

BUILDING PERMIT APPLICATION

2010 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one) Structural Mechanical Electrical Plumbing Other Roof

| | | | |
|---|------------------------------|------------------------------|--|
| JOB ADDRESS: 9540 COLLINS AVE | | | |
| OWNER'S NAME: THE SHUL OF BAY HARBOUR INC. | | | |
| OWNER'S ADDRESS: 9540 COLLINS AVE. | | | |
| CITY: SURFSIDE FL. | | PHONE# 305.868.1411 | FAX # |
| FEE SIMPLE TITLE HOLDER'S NAME: | | ADDRESS: | |
| CONTACT PERSON: YANKIE ANDRUSIER PHONE# 347.723.2731 | | | |
| EMAIL ADDRESS: YANKIE@ownersrepofmiami.com | | | |
| CONTRACTOR: A.V.I. Contractors, Inc. (11/10/15) | | | |
| MAIL ADDRESS: 2771 Executive Park Drive Suite 2 | | | |
| CITY: Weston | | STATE FL. | ZIP CODE: 33331 |
| PHONE # 954-557-6249 | | FAX # 954-217-1818 | EMAIL: Vincent@AviContractorsInc.com |
| CERT COMPETENCY: CGC 1508145 | | STATE REGISTRATION: | |
| LOT | BLOCK | PRESENT USE: | PROPOSED USE: Synagogue |
| FOLIO NUMBER: | | SUBDIVISION: | |
| NO. OF STORIES: 3 | OFFICES: | FAMILIES: | BEDROOMS: BATHS: |
| TYPE OF WORK: | ADD <input type="checkbox"/> | NEW <input type="checkbox"/> | ALTER <input type="checkbox"/> REPAIR <input type="checkbox"/> REPLACE <input type="checkbox"/> OTHER <input type="checkbox"/> |
| VALUE OF WORK: (Total all Trades): \$13,687,447.00 | | SQ. FT. (TOTAL) | LINEAR FEET |
| DESCRIBE WORK: ONE AND THREE STORIES SOCIAL HALL AND LEARNING CENTER | | | |
| ARCHITECT/ENGINEER'S NAME: SCHAPIRO ASSOCIATES | | | |
| ADDRESS: 1150 KANE CONCOURSE, BAY HARBOUR, FL 33154 | | | |
| PHONE# 305.866.7324 | | FAX# 305.866.7474 | EMAIL: jame@schapiroassociates.com |
| MORTGAGE LENDER NAME: | | | |

Ext. 212

RESOLUTION NO. 14 - 2251

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FEES TO BE ASSESSED PER PARKING SPACE PROVIDED IN SECTION 90-77 OF THE TOWN CODE WHICH ESTABLISHED A TRUST FUND TO BE ENTITLED THE "TOWN OF SURFSIDE DOWNTOWN PARKING TRUST FUND; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 90-77 of the Town of Surfside Code of Ordinances established a trust fund to be entitled the "Town of Surfside Downtown Parking Trust Fund" to be maintained and administered by the Town Manager; and

WHEREAS, Resolution No. 10-1991 adopted on December 14, 2010, approved a per parking space fee; and

WHEREAS, the Town has caused to be completed a study of the costs to the Town of providing parking spaces, and has determined that the prior established per space fee is outdated and no longer reflects the actual costs of providing for a single structured off-street parking space; and

WHEREAS, the Town Commission of the Town of Surfside finds it is in the public interest to adopt a Downtown Parking Trust Fund per parking space fee of thirty-eight thousand dollars (\$38,000).

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Adoption. The Town Commission approves and adopts the Downtown Parking Trust Fund per parking space fee of thirty-eight thousand dollars (\$38,000) for the Town of Surfside that may be payable in accordance with the terms set forth in Sec. 90-77 of the Town of Surfside Code of Ordinances.

Section 3. Repeal of Prior Fees. All other per space parking fees established under Section 90-77 of the Surfside Code of Ordinances are hereby repealed.

Section 4. Authorization. The Town Commission authorizes the Town Manager and Town Attorney to do whatever is necessary to effectuate the terms of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this 12th day of August, 2014.

Motion by Commissioner Olchyk, Second by Vice Mayor Tourgeman.

FINAL VOTE ON ADOPTION

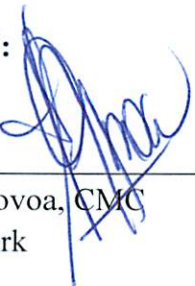
Commissioner Barry R. Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

Yes
Absent
Yes
Yes
Yes



Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Amending Town Code Sec. 2-233 & 2-237

Objective: The Current Town Code contains loopholes in **Sec. 2-233. - Conflict of interest** and **Sec. 2-237. - Disclosure of business relationships**

The goal of amending this section is to ensure that all Town Business is conducted with full transparency and integrity. Two (2) recommended changes are outlined below.

Consideration: Relationships that influence decisions can be based on more than a financial stake. Leadership roles and relationships in the nonprofit world can similarly influence outcomes. It is important for Elected Officials and Board Members to disclose ALL relationships to persons and issues coming before them, including those based on unpaid service at a nonprofit.

Please review Surfside Town Code Sections 2-233 & 2-237 at the following links for background***

Sec. 2-233. - Conflict of interest.

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-233COIN

Sec. 2-237. - Disclosure of business relationships.

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-237DIBURE

Recommendations:

1) To amend Section 2-233 (6) as follows, to include the disclosure of employees and officers their direct or indirect interest in any NONPROFIT business relationship.

(6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit **(or non-profit)** business relationship and any interest in real property which the employees and officers hold with any other employee or officer;



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

2) To amend Section 2-237 (a) (1) to include (g) an additional definition of the term “Business Relationship” that recognizes the unique and material influence of serving together in a leadership role at a nonprofit.

(g) The member of the town commission, town board or committee serves in a nonprofit or volunteer capacity on another Board or Committee with the interested person.

*****The relevant sections of the Town Code are excerpted below to facilitate discussion:**

Sec. 2-233. - Conflict of interest.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

(1)

Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;

(2)

Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;

(3)

Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;

(4)

Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;

(5)

Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;

(6)



**Town of Surfside
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Surfside, FL 33154

Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;

(7)

In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

(Ord. No. 1474, § 2, 4-10-07)

Sec. 2-237. - Disclosure of business relationships.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a)

Definitions. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

(1)

Business relationship. A member of the town commission or a town board has a business relationship with an applicant, Interested Person or entity if any of the following exist:

a.

The member of the town commission or town board or committee has any ownership interest, directly or indirectly, in excess of one percent in the entity.

b.

The member of the town commission, town board or committee is a partner, co-shareholder or joint venturer with the interested person in any business venture.

c.



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Surfside, FL 33154

The entity or interested person is a client of the member of the town commission, town board or committee, or a client of another professional working for the same employer as the member of the town commission, town board or committee.

d.

The member of the town commission, town board or committee is a client of the entity or the interested person.

e.

The entity or interested person is a customer of the member of the town commission, town board or committee (or his or her employer) and transacts more than five percent of the business in a given calendar year of the member of the town commission, town board or committee (or his or her employer) or more than \$25,000.00 of business in a given calendar year; or

f.

The member of the town commission, town board or committee is a customer of the entity or the interested person and transacts more than five percent of the business in a given calendar year of the entity or interested person or more than \$25,000.00 of business in a given calendar year.

(2)

Applicant. Any individual or entity requesting action of the town and all persons representing such individual or entity (including, but not limited to, all attorneys, architects, engineers and lobbyists), and any individual who, directly or indirectly, owns or controls more than five percent of any such entity requesting action of the town.

(3)

Interested person. Any person who speaks for or against any resolution or ordinance before the town commission or for or against any matter before any town board or committee who has a direct financial interest in the action (including, but not limited to, vendors, bidders and proposers), except that owner-occupied residential property owners shall not be deemed to have a direct financial interest in zoning and/or land use decisions that may affect their property or the value thereof.

(b)

Disclosure of business relationships.

(1)

Time of disclosure. Except as prohibited by law, each member of the town commission or any town board or committee shall disclose the existence of any business relationship of



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Surfside, FL 33154

which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

Disclosure subsequent to action taken. Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

Establishment of business relationship after appearance. Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

Abstention. In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

Failure to disclose. If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the required disclosure, the accused town commissioner shall be deemed to be censured. If three or more members of the town commission determine that an accused member of a town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The town commission has primary jurisdiction to



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Surfside, FL 33154

enforce this section and no such authority is conferred on the Miami-Dade Commission on Ethics and Public Trust to investigate alleged failures to disclose business relationships under this section.

([Ord. No. 19-1695](#), ;s 2, 3-12-19)



MEMORANDUM

ITEM NO. 9U

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Beachwalk Trimming

At the April 7th 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the trimming of sea grapes (*COCCOLOBA UVIFERA*) located along the dune preserve areas within the Town of Surfside extents. Currently, the service is performed by Town Landscape Contractor as an additional service not included in maintenance contract. In order to obtain the best possible pricing, the Public Works Department contacted various contractors in order to obtain proposals for services.

After confirming with the Florida Department of Environmental Protection (FDEP), no permit is required for the trimming of sea grapes as long as certain maintenance requirements are met. The Department (FDEP) will exempt maintenance of sea grapes seaward of the Coastal Construction Control Line from the permitting requirements of Chapter 161, Florida Statutes, when the maintenance will not damage or destroy the plant. The Department (FDEP) has determined that the maintenance will not destroy the plant when following the guidelines listed below:

Shrub(s):

- Less than 72" in height.
 - No more than one third of the leaf mass of each plant may be removed in a single pruning event or in a single year

Trees(s):

- 6' in height, or more.
 - No more than one third reduction in the height of each tree annually,
 - Provided there is no more than one third of the leaf mass removed, annually.
 - Pruning shall not result in plant being reduced to less than six feet in height.

A total of three landscape contractors provided proposals for the trimming of all dune area sea grapes as per provided FDEP guidelines. The companies and their respective proposals were as follows:

1. Brightview Landscaping, \$10,452.00
2. Green Republic, LLC., \$35,200.00
3. Superior Landscaping, \$15,644.05

After reviewing all proposals submitted, Town Administration recommends contracting services with Brightview Landscaping for a total amount of \$10,452.00 for the trimming of existing sea grapes along dune area within Town of Surfside extents as per FDEP guidelines. Funding source for project is Ground Maintenance Account # 001-5000-539-5404. The account has \$16,250.00 allocated for sea grape maintenance.

Reviewed by: RS/HG

Prepared by: HG

Green Republic, LLC
 15495 Sw 117th St
 Miami, FL 33196 US
 7865537381
 raul@greenrepubliclandscaping.com
 www.greenrepubliclandscaping.com

Estimate

| ADDRESS |
|--|
| Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154 |

| SHIP TO |
|--|
| Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154 |

| ESTIMATE # | DATE | |
|------------|------------|--|
| 1207 | 05/07/2020 | |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|----------------------|--|-----|--------|-----------|
| | MISCELLANEOUS | 86 to 96 and Collins trimming of 33% of seagrapes | 80 | 440.00 | 35,200.00 |

Price includes trimming of Seagrapes no more than 33%.
 No more than 1/3 reduction in the height
 Pruning.
 No more than 1/3 leaf mass removal.

TOTAL **\$35,200.00**

Accepted By

Accepted Date

Proposal for Extra Work at Surfside

| | | | |
|---------------------|--|-----------------|--|
| Property Name | Surfside | Contact | Hector Gomez |
| Property Address | 9293 Harding Ave Surfside, FL 33154 | To | Town of Surfside |
| | | Billing Address | 9293 Harding Ave Surfside, FL 33154 |
| | | Customer PO# | FY2000232 |
| Project Name | Sea grape trimming along Hard Pack MAY AND SEPTEMBER | | |
| Project Description | Trim all lower branches to allow visibility under Sea Grape trees for Surfside Police Department | | |

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total |
|-------|----------|--|------------|-------------|
| 52.00 | HOUR | Arbor Crew- 3 Man Crew | \$201.00 | \$10,452.00 |
| 1.00 | EACH | ALL SEA GRAPE TREES TO BE TRIMMED IN MAY AND SEPTEMBER TO ALLOW FOR VISIBILITY UNDER TREE CANOPY | \$0.00 | \$0.00 |

For internal use only

SO# 7208552
JOB# 353900077
Service Line 300

Total Price \$10,452.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2711 SW 36 St, Dania Beach, FL 33312 ph. (954) 431-1111 fax

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature

Title

Hector Gomez

May 06, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Victor Perez

May 06, 2020

Printed Name

Date

Job #: 353900077

Proposed Price: \$10,452.00

SO # 7208552

SUPERIOR

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095 · Miami · FL · 33135-0095
Office (305) 634-0717 · Fax (305) 634-0744
www.superiorlandscaping.com

Proposal
Date

25194
5/12/2020

Customer/Billing Information

Town of Surfside Public Work Dept.
9293 Harding Ave
Surfside FL 33154
305-209-2270
Hector Gomez

Job Site Information

Surfside Sea Grapes

33154

Job Description

This proposal consist of the following services:

The Town of Surfside to trim all the Sea Grapes in the Dune area as per FDEP guidelines below:

- * (80) Trees
- * 6' in height, or more
- * No more than one third reduction in the height of each tree annually
- * Provided there is no more than one third of the leaf mass removed, annually
- * Pruning shall not result in plant being reduced to less than six feet in height
- * The Sea Grapes are located on the walking path behind the Surf Club project from 88th Street to 96th Street. On Average, trees are approximately 8'-12' in height.
- * Clean up and removal of all debris generated by this work

Total Price \$ 15,644.05

If an item or service is not specifically detailed or included in the proposal provided then it is excluded and has not been not considered for pricing

Thank you for your consideration of this proposal. If you have any questions, please contact Julio Lumbi at (305) 634-0717

Guarantee: Superior Landscaping & Lawn Service, Inc. is not liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat, construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes or other Acts of God.

ACCEPTANCE OF PROPOSAL

WHEREFORE, Contractor and Owner, or Owner's Agent, have accepted the scope and terms of this proposal. Owner or Owner's Agent gives express permission to Contractor to enter said property and confirms that it is clear from any hidden danger or defects.

Owner or Owner's Agent

By: _____
Name: _____
Title: _____
Date: _____

Contractor:

Superior Landscaping & Lawn Service, Inc.
By: _____
Name: _____
Title: _____
Date: _____

Thank you for your business!



MEMORANDUM

ITEM NO. 9V

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Community Center Pool Deck Lighting

As requested at a prior Commission meeting, the Parks and Recreation Department has looked into an engineering firm to assist in the feasibility and basic design criteria to purchase portable or permanent pool deck lighting. This analysis would include a review of all Florida Building Code (FBC) and Town of Surfside Code of Ordinances covering turtle protection, and the Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Commission (FWC) guidelines. Please note that a recommendation by RC Engineering, Inc. was that feasibility study would have a very low possibility of a positive outcome. Please see attached (Item A).

Additional annual operational costs would include additional staff, utilities, and pool chemicals. The estimated cost for temporary LED lights would be approximately \$60,000. The estimated cost for permanent pool deck lighting to include LED lights would be approximately \$255,000. This cost does not include engineering fees, feasibility fees, or permitting cost.

Pool deck lighting has been an agenda item numerous times for review and recommendation by the Parks and Recreation Committee. Based on the cost along with minimum public demand for lights/night swim for the months of November through March, the Committee's recommendation was to not move forward. Also included in the committee's recommendation was the storage, setup and breakdown issues with portable lighting.

The staff is requesting direction from the Town Commission to move forward with the process.

Reviewed by: JG

Prepared by: TM

Pool Lighting
Surfside, Florida
2020-05-06
RC Engineering Inc.
David Rice PE

Requirements:

Florida Building Code (FBC)

454.1.4.2 Lighting

454.1.4.2.1 Outdoor Pool Lighting

3 footcandles at pool water surface and pool wet deck and underwater lighting ½ watt per sq. ft.

454.1.4.2.3 Underwater Lighting

Underwater lighting can be waived if 15 footcandles At pool water surface and pool wet deck.

Surfside Code of Ordinance, Article VI,

Lighting Regulations for Marine Turtle Protection

Section 34.84 Lighting Standards for Coastal Construction Activities

Conclusion:

The Florida Building Code (FBC) and the Surfside Code of Ordinance covering turtle protection sets very strict requirements for installing outside pool lighting at a beach. A feasibility study would have to be performed to determine if the outside pool lighting is possible. The cost for a feasibility study would be based on hourly rates. The total cost for a feasibility study could easily exceed \$5,000.00.

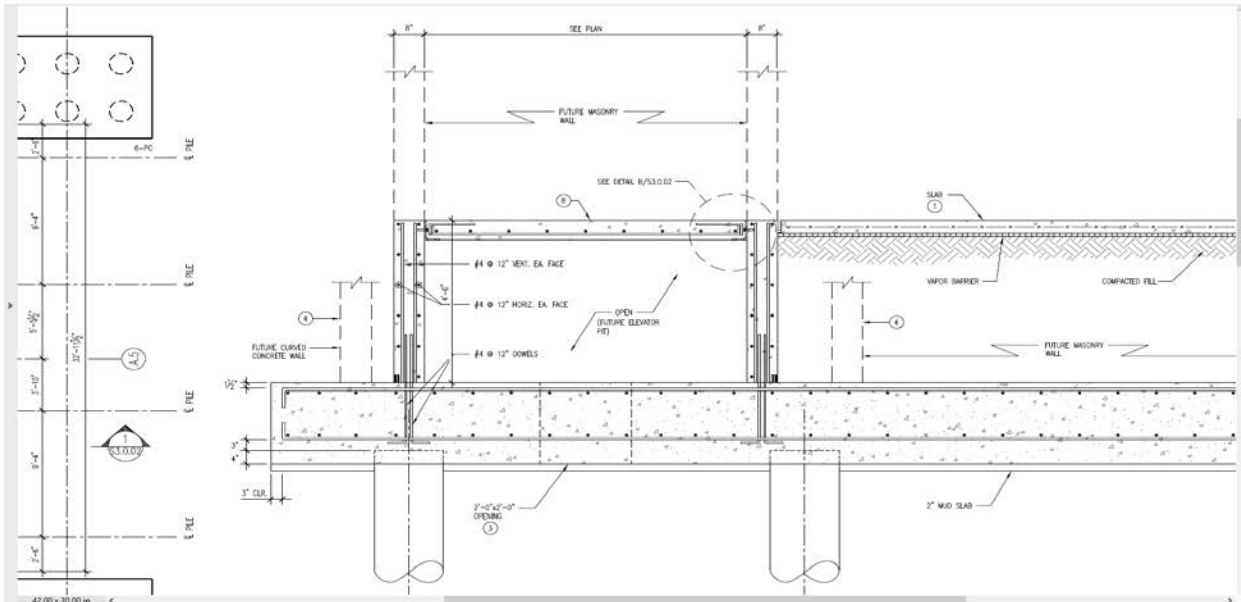


MEMORANDUM

ITEM NO. 9W

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3rd Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as "Fish Bowl". No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6th Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



MEMORANDUM

ITEM NO. 9X

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Designated (Painted) Walking Areas in the Residential District

At the April 16th, 2020 Special Commission Meeting, Town Administration was directed to provide a plan to create designated (painted) pedestrian areas in the single-family residential district. The Town Administration reviewed implemented plans in nearby municipalities to determine available options and related costs.

Due to width limitations of residential roadways and the shared purpose of roadways for vehicular circulation, parking, pedestrian and non-motorized vehicles, the Town Commission should consider creating only one designated (painted) walking areas along the roads. In addition, the Town Commission should also give direction indicating the streets to be considered. The minimum allowed sidewalk width for the American Disability Act (ADA) purposes is 36-inches. For purposes of the designated (painted) walking area, a 5-foot width is considered for use which is a typical residential concrete sidewalk width.

A typical Town block within the residential area is approximately 240-feet wide from west to east and 635-feet long from north to south. For purposes of pricing, a typical unit block will be considered as 875-feet which includes the combination of 240-feet wide from west to east and 635-feet long from north to south. For example, a typical block with proposed designated (painted) walking area can be Carlyle Avenue from 90th Street to 91st Street (northern) and Carlyle Avenue to Dickens Avenue along 91st street (eastern).

Picture A – “Typical Unit Block” below outlines a visual representation of a typical unit block and proposed pathway along one side of street and avenue.



Picture A – “Typical Unit Block”

The Town reviewed previous projects by City of Miami Beach, Bay Harbor Islands and obtained private market pricing from vendors in order to determine a unit cost per typical block. As a result, **Table A – “Cost Options”** below was composed in order to provide cost options for various designated walking areas in the residential district:

| Option Number | Description of Option | Cost per Linear Feet | Total Cost Per Block | Town-wide Implementation Cost |
|---------------|-------------------------|----------------------|----------------------|-------------------------------|
| 1 | White Line Shared Lane | \$2.50 | \$2,187.50 | \$135,625.00 |
| 2 | Green Cover Shared Lane | \$45.00 | \$39,375.00 | \$2,441,250.00 |

Table A – “Cost Options”

Attachment A – “Visual Representations” provides a visual representation of each option as installed in actual locations and provides further description of each option. Due to existing roadway conditions and right of way encroachments, options are limited to the ones presented.

In order to implement any type of additional shared lanes, Miami-Dade County would need to approve the proposed design since the roadways are under county jurisdiction. The application process requires an application along with corresponding documents such as engineered drawings. An engineer of record will be required for the composition of the documents. The Town currently has an open Request for Qualifications (RFQ) for ongoing engineering services. Based on the Town Commission direction and the results from the RFQ, an engineer of record can be picked to develop the documents required for County approval.

The Town Administration recommends that the Town Commission discuss the proposed options provided. Based on direction on 1) the streets to be impacted and 2) selection of one of the two eligible layouts, the Town administration will work with a qualified engineer after a contract is executed with an engineering firm via the current RFQ process in order to process the application and documentation required by Miami-Dade County.

Reviewed by: JG

Prepared by: HG



OPTION A - WHITE SHARED LANE

White shared lane samples were installed as part of a previous project within the Town of Surfside. In installed samples, the white shared lanes are of pavement paint material. The cost option is priced as thermoplastic marking which creates a reflection during night time and has a longer duration life.



OPTION B - GREEN COVER SHARED LANE

This option is typical of bicycle and shared use lanes. Shared use lanes are depicted by two arrows above bicycle icon. The option can be encountered along Byron Ave between 85th Street to 87th Street within the City of Miami Beach. The material is a proprietary material only applied by a limited amount of contractors. The bicycle icon can be removed or changed to a pedestrian similar to Option A.

LAST
REVISION
05/19/2020

DESCRIPTION:
OPTIONS FOR SHARED LANES



TOWN OF SURFSIDE

PAINTED LANES OPTIONS

SCALE:
N.T.S.

SHEET
1 of 1



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Alternative Kayak Launches in addition to the 96th Street Park.

Objective: To provide a framework to discuss where and how to implement potential additional water access points in Surfside as long as there is neighborhood support for the location.

Consideration: Discuss with Commission

Recommendation: TBD



MEMORANDUM

ITEM NO. 9Z

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

From: Andrew Hyatt, Town Manager

Date: November 12, 2020

Subject: Comparison of 2006 code to 2020 code

The attached tables describe the differences between the 2006 code and the 2020 code per zoning district. The most significant changes from the 2006 code are summarized below:

1. Single family district requires additional setbacks for second story and limits the square footage of a second story based on the percentage of the first story.
2. Single family homes have a 10-foot base flood elevation requirement versus 8 feet in 2006 in keeping with FEMA requirements.
3. Single family lot coverage (what can be seen under roof from above) currently has certain exclusions, such as patios. Previously, anything under roof qualified as lot coverage.
4. Multifamily properties on the east side of Harding Avenue can have a length up to 90 feet if there is a 17-foot gap in the façade. Previously, the requirement was a maximum of 50 feet with the option to go up to 100 feet with a 25-foot recess.
5. Multifamily properties on the west side of Collins Avenue can have a length up to 250 feet if there is a 17-foot gap in the façade versus 150 feet, however hotels are limited to 150 feet in length.
6. Significant landscape requirements for multifamily and hotel uses were added.
7. Height is limited by the Charter and has not been changed in any district. It should be noted that the increase in base flood elevation means that the first habitable floor is higher now than prior to 2006. However, height is measured from the crown of the road to the top of the building and therefore the increase in base flood elevation has not increased overall height.
8. Minimum window openings, design features and wall plane elevation changes were added to all zoning districts.

| Single family waterfront lots | | RS-1 (2006 Code) | H30A (2020 Code) |
|-------------------------------|--|--|---|
| Height | Principal Building | 30 ft | 30 ft |
| | Accessory | 12 ft | 12 ft |
| Height | Stories | 2 | 2 |
| | Base Flood Elevation | 8 ft | 10 ft |
| Lot | Lot Width (Min) | 50 ft | 50 ft |
| | Lot area / dwelling (Min) | 8,000 sq ft | 8,000 sq ft |
| Lot | Lot Coverage (Max) | 40% | 40% |
| | Minimum FI Area (Min) | 2,500 sq ft | No minimum, changed to a maximum square footage for 2 nd floors |
| Setbacks (Min) | Primary | 20 ft | 20 ft |
| | Interior side | 5 ft | 5 ft |
| Setbacks (Min) | Interior side for lots over 50 ft in width | 10% of frontage | 10% of the frontage |
| | Second floor interior side setbacks | No additional setbacks required | An average of 5 – 10 additional feet depending on the size of the 2 nd story, not to exceed 80% of the first |
| Pervious Area (Min) | Rear | 20 ft | 20 ft |
| | Secondary (corner only) | 10 ft | 10 ft |
| Pervious Area (Min) | | 50% of front yard and 40% of rear yard to be landscaped. | 35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped. |

| Single family interior lots | | RS-2 (2006 Code) | H30B (2020 Code) |
|-----------------------------|--|--|---|
| Height | Principal Building | 30 ft | 30 ft |
| | Accessory | 12 ft | 12 ft |
| Height | Stories | 2 | 2 |
| | Base Flood Elevation | 8 ft | 10 ft |
| Lot | Lot Width (Min) | 50 ft | 50 ft |
| | Lot area / dwelling (Min) | 5,600 sq ft | 5,600 sq ft |
| Lot | Lot Coverage (Max) | 40% | 40% |
| | Minimum FI Area (Min) | 1,800 sq ft | No minimum, changed to a maximum square footage for 2 nd floors |
| Setbacks (Min) | Primary | 20 ft | 20 ft |
| | Interior side | 5 ft | 5 ft |
| Setbacks (Min) | Interior side for lots over 50 ft in width | 10% of frontage | 10% of the frontage |
| | Second floor interior side setbacks | No additional setbacks required | An average of 5 – 10 additional feet depending on the size of the 2 nd story, not to exceed 80% of the first |
| Pervious Area (Min) | Rear | 20 ft | 20 ft |
| | Secondary (corner only) | 10 ft | 10 ft |
| Pervious Area (Min) | | 50% of front yard and 40% of rear yard to be landscaped. | 35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped. |

| | | RD-1 (2006 Code) | | | H30C (2020 Code) |
|-----------------------|--|--|--|--|------------------|
| Determination | Single family | Two-family | Multi-Family | Zoning District | |
| Height (Max) | Principal Building | 30 ft | 30 ft | 30 ft | |
| | Accessory | 12 ft | 12 ft | 12 ft | |
| 543 Lot | Stories | 2 | 2 | 2 | |
| | Lot Width (Min) | 50 ft | 50 ft | 50 ft | |
| | Lot area / dwelling (Min) | 5,000 sq ft | 2,500 sq ft | 2,000 sq ft | |
| | Lot Coverage (Max) | Not Specified | Not Specified | Not Specified | |
| Minimum FI Area (Min) | 1,800 sq ft | 950 Sq ft | Based on use | Based on use | |
| | 20 ft | 20 ft | 20 ft | 20 ft | |
| Setbacks (Min) | Interior side | 5 ft | 5 ft | 7 ft | |
| | Interior side for lots over 50 ft in width | 10% of frontage | 10% of frontage | 10% of frontage | |
| Maximum frontage | Rear | 20 ft | 20 ft | 10 ft | |
| | Secondary (corner only) | 10 ft, 15 ft on east west lots | 10 ft, 15 ft on east west lots | 10 ft, 15 ft on east west lots | |
| Pervious Area (Min) | | 100 feet with 25 foot recesses or 50 feet without recesses | 100 feet with 25 foot recesses or 50 feet without recesses | 100 feet with 25 foot recesses or 50 feet without recesses | |
| | | 50% of the front setback, 40% of rear setback | 50% of the front setback, 40% of rear setback | 50% of the front setback, 40% of rear setback | |
| | | | | 90 feet subject to 3 conditions; and equivalency | |
| | | | | 20% | |

| | | RM-1 (Old Code) | | H40 (2020 Code) | |
|---------------------|---|---|-----------------|--|--|
| | Determination | Multi Family | Hotel & Motel | Width is ≤ 50 ft | Width is > 50 ft |
| Height (Max) | Principal Bldg | 40 ft | 40 ft | 40 ft | 40 ft |
| | Accessory | Not Specified | Not Specified | 12 ft | 12 ft |
| | Stories | 3 | 3 | 1 and 2 family = 2 MF and Hotel = 3 | 1 and 2 family = 2 MF and Hotel = 3 |
| Lot | Lot Width (Min) | 75 ft | 100 ft | 50 ft | 50 ft |
| | Lot area / dwelling (Min) | 750 Sq ft | 400 Sq ft | Not Specified | Not Specified |
| | Lot Coverage (Max) | Not Specified | Not Specified | Not Specified | Not Specified |
| | Minimum FI Area (Min) | Based on use | Based on Use | Not Specified | Not Specified |
| Setbacks (Min) | Primary* | 20ft | 20 ft | 20 ft; 25 ft for portions above 30 feet; except historic bldgs. | 20 ft; 25 ft for portions above 30 feet; except historic bldgs. |
| | Interior side | 7 ft | 7 ft | 6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater | 7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater |
| | Interior side for lots over 50 ft in width | 10% of frontage | 10% of frontage | 6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater | 7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater |
| | Rear | 10ft | 20 ft | 10 ft | 10 ft |
| | Secondary (corner only) | 10ft | 10 ft | 10 ft | 10 ft |
| Maximum frontage | 150ft with 25 foot recesses or 75 feet without recesses | | | 150 ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family | |
| Pervious Area (Min) | 50% of the front setback, 40% of rear setback | 50% of the front setback, 40% of rear setback | | 50% of the front setback plus 20% of overall site | 50% of the front setback plus 20% of overall site |

*2006 code identified the "primary" front setback on a corner lot as the shorter of the two streets. This was modified in the current code to add that if the parcel is on Collins or Harding, that frontage becomes the primary front setback, regardless if the Collins or Harding portion of the lot is shorter. This to provide greater setbacks on Collins and Harding.

| | | RT-1 (2006 Code) | | H120 (2020 Code) | |
|----------------------|---------------------------|--|--|--|--|
| <u>Determination</u> | | <u>Multi-Family</u> | <u>Hotel and Motel</u> | <u>Zoning District</u> | |
| Height (Max) | Principal Building | 120 ft | 120 ft | 120 ft | |
| | Accessory | Not Specified | Not Specified | 12 ft | |
| Lot | Stories | 12 | 12 | 12 | |
| | Lot Width (Min) | 100 ft | 150 ft | 50 ft | |
| | Lot area / dwelling (Min) | 400 Sq ft | Not Specified | Not Specified | |
| | Lot Coverage (Max) | Not Specified | Not Specified | Not Specified | |
| | Minimum FI Area (Min) | Based on use | Based on use | Based on use | |
| Setbacks (Min) | Primary | 40 ft | 40 ft | 40 ft | |
| | Interior side | 10 ft, additional side setbacks when the building exceeds 30 feet in height. | 10 ft, additional side setbacks when the building exceeds 30 feet in height. | 10% of the frontage, no less than 10 feet, additional side setbacks when the building exceeds 30 feet in height. | |
| | Rear | 30 ft | 30 ft | 30 ft | |
| | Secondary (corner only) | 20 ft | 20 ft | 10% of the lot frontage, no less than 20 feet | |
| Maximum frontage | 150 ft | 150 ft | 150 ft | | |
| Pervious Area (Min) | 50% of the front setback | 50% of the front setback | 20% | | |



MEMORANDUM

ITEM NO. **9AA**

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 12, 2020
Subject: Stormwater Master Plan

At the April 28th, 2020 Special Commission Meeting, Town Administration was directed to report back to the Commission regarding the Town's statutory requirement for a Stormwater Master Plan. The following information relates to the requirements and uses for Stormwater Master Plan.

- If a municipality operates a stormwater utility (such as the Town does), a stormwater management program is required by FS 403.0891, which includes stormwater master plan for planning and improvement purposes per Rule 62-40.431(3)(d), Florida Administrative Rules. The County requires that National Pollution Discharge Elimination System (NPDES) regulations and best management practices are followed for water quality, which is a stormwater management program, not a stormwater master plan.
- The difference – A Stormwater Master Plan is a planning tool; the management program is a compliance tool.
 - The Stormwater Master Plan considers and models existing flooding areas (often identified by staff and residents) and future conditions (such as sea level rise) in order to:
 - Develop solutions to improve the flooding level of services (LOS)
 - Establish Future goals and regulations.
 - Recommend a capital improvement program that is both technically sound and financially supportable.
 - Provide a foundation for future policy decisions.
 - Incorporate and update the stormwater management plan in order to comply with state and federal National Pollutant Discharge Elimination System (NPDES) regulations.
- Most local governments have a Stormwater Master Plan and update it every 5-10 years to keep it current since it establishes the Capital Improvement Program (CIP) and helps stay in compliance with NPDES requirements.

The Town did commission the completion of portions of the plan (ICPR model) in 2008 as part of the infrastructure rehabilitation project but did not commission the completion of a complete Stormwater Master Plan.

To address the Commissions inquiries regarding costs of the plan, we have compiled the data on Stormwater Master Plan costs from other jurisdictions. These plans were publicly bid and not completed by CGA; they were completed by other engineering firms.

| | SqMiles | Price | Year | Years ago | Avg CPI increase | Adjusted CPI Price | \$/SQ Mi |
|---------------------|---------|---------------|------|-----------|------------------|--------------------|----------------|
| Port Ft Pierce | 0.04 | \$ 188,663.00 | 2018 | 2 | 2.50% | \$198,214.06 | \$5,663,258.98 |
| Bal Harbour Village | 0.38 | \$ 136,675.00 | 2014 | 6 | 2.50% | \$158,501.10 | \$417,108.15 |
| Golden Beach | 0.32 | \$ 168,800.00 | 2000 | 20 | 2.50% | \$276,598.46 | \$864,370.17 |
| Surfside | 0.56 | \$ 175,980.00 | 2020 | 0 | 2.50% | \$175,980.00 | \$314,250.00 |
| Key Biscayne | 1.25 | \$ 293,000.00 | 2011 | 9 | 2.50% | \$365,916.85 | \$292,733.48 |

Reviewed by: JG/LA

Prepared by: CG



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Amend Tourist Board Ordinance

Objective: To ensure the proper spending of all Tourist funds by the tourist board.

Consideration: tourist board ordinance

Recommendation: Amend current Tourist Board Ordinance



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Legally Defective Charter Amendment Vote in 2012

Objective: To provide a presentation on the legally defective Charter Amendment vote in 2012 and the options to address same.

Consideration: Discuss with Commission

Recommendation: TBD



**Town of Surfside
Town Commission Meeting
November 12, 2020**

7:00 pm

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Purchase of land for parks

Objective: Give direction to Town Manager to identify available land throughout town and bring to commission recommendations.

Consideration: Expand the parks.

Recommendation: various locations



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Traffic Control Devices on 88th & Hawthorne Avenue

Objective: Give direction to Town Manager regarding the implementation, replacement, and/or removal of Surfside traffic signage that was not authorized by the County in advance.

Consideration: A resident complaint led to the County requesting removal of Surfside-specific traffic control signage. To comply with County directive, a Stop sign was removed from the corner of 88th & Hawthorne. Many residents have expressed their displeasure with this change and are concerned that the Stop sign removal presents a severe safety hazard. The Commission should discuss how to proceed in replacing such signage and how to handle future County directives.

Recommendation: Discuss options and give direction to Town Manager & Town Attorney.



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: Cone of Silence/Secrecy

Objective: To provide a presentation on the corrupt results of this rule exercised by the former elected officials, and what to do to ensure it never happens again.

Consideration: Discuss with Commission

Recommendation: TBD



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: September 19, 2020

Prepared by: Mayor

Subject: • Taking Steps to Keep our Businesses Alive During COVID

Objective: To provide a presentation on the options available for helping our downtown businesses, and then to get the Commission's input.

Consideration: Discuss with Commission

Recommendation: TBD



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10/24/20

Prepared by: Mayor

Subject: License Plate Readers

Objective: To discuss the placement of LPR's in Town in order to potentially devise a methodology to track vehicles coming in and out of the residential and commercial districts in order to help solve crimes

Consideration: For discussion

Recommendation: To strategically implement LPR's in Town.



M E M O R A N D U M

To: Mayor, Vice Mayor and Town Commission

From: Tony Recio, Esq., Assistant Town Attorney

cc: Jason Greene, Andrew Hyatt, Lily Arango, Sandra McCready, James Hickey, and Walter Keller

Date: October 29, 2020

Re: Modification and Extension of Zoning in Progress

While addressing changes to the current zoning and land use regulations¹, specifically Chapter 90 of the Town Code, the Town Commission previously directed staff to publish official notices of Zoning in Progress dated May 9, 2020 and August 9, 2020.

Pursuant to Section 90-6 of the Town Code, Zoning in Progress remains in place for 90 days or until final action is taken on the proposed code amendment, whichever comes first. During that time, development applications may only be considered by the Planning and Zoning Board or the Town Commission if they meet the more restrictive of either the current code or the proposed code. The Zoning in Progress notice of August 9, 2020 expires on November 8, 2020.

Although substantial progress has been made in drafting the new Zoning Code, it still requires Commission review and consideration and additional procedural steps before final adoption can be considered, including at least three public hearings. Accordingly, we recommend that the Commission direct staff to issue an extension of Zoning in Progress for an additional 90 days to allow time for final consideration of the Zoning Code while ensuring that only those new or pending applications that meet the proposed code can proceed. Attached please find a draft Zoning in Progress notice that incorporates the matters described in the August 9, 2020 notice together with issues raised by Commissioners or Planning and Zoning Board members during their consideration of development applications.

Please note that the proposed code amendments in the notice can be modified by the Commission at the November 12th meeting. Further, Zoning in Progress acts only to limit which

¹ The Commission has evaluated a range of potential options with respect to the Zoning Code, including: (a) changing the current code in order to roll back specific regulations to be consistent with the previous code, or (b) replacing the current code with the 2006 Zoning Code with amendments that preserve aspects of the current code, or (c) some other combination of elements of the current code and the 2006 Zoning Code.

development applications can be taken up during the time the new zoning code is being considered by the Commission. Irrespective of the contents of the Zoning in Progress notice, the Commission retains full authority to revise the draft Zoning Code prior to adoption.

TOWN OF SURFSIDE

NOTICE OF ZONING IN PROGRESS

Chapter 90 - Zoning Code

Pursuant to Section 90-6 of the Code of the Town of Surfside, Florida (the “Code”), the Town of Surfside published a Notice of Zoning in Progress on May 10, 2020 relative to a proposed repeal and replacement of Chapter 90 of the Code titled “Zoning” (the “Current Zoning Code”). The Town issued a new Notice of Zoning in Progress on August 9, 2020 with more specificity. The Town of Surfside hereby provides new Notice of Zoning in Progress effective upon the date of publication of this Notice.

At publicly noticed special meetings held on April 28, 2020, July 28, 2020, and November 12, 2020, the Town of Surfside Commission considered the proposed repeal and replacement of the Current Zoning Code, and instructed Staff to prepare an ordinance repealing the Current Zoning Code and replacing it with a zoning code that reflects land development regulations in effect on or about August, 2006 (the “2006 Zoning Code”), and modifications including, but not limited to, the following:

- *Lot coverage* shall mean the percentage of the total area of a lot that, when viewed from above, would be covered by all principal and accessory buildings and structures (except swimming pools, fences, screen enclosures, and pergolas), or portions thereof, up to a maximum forty percent (40%) of the lot; provided however that the following shall not be included in determining the lot coverage:
 1. Uncovered steps and exterior balconies;
 2. Uncovered terraces, patios, breezeways, or porches which are open on two (2) sides; and
 3. Covered terraces, patios, breezeways, or porches which are open on two (2) sides.

In no instance may the exemptions listed here exceed 15% of the total footprint of all principal and accessory buildings and structures.

- In the H30A and H30B districts, second story lot coverage is limited to 32% of the lot area, or 80% of the first floor area, whichever is less.
- Existing setback requirements set forth in the Current Zoning Code will continue to apply, unless there is a greater restriction in the 2006 Zoning Code, except that only the following projections/encroachments shall be permitted:
 - In the H30A and H30B districts, and in H30C districts west of Harding Avenue, eaves of sloped roofs may project up to eight (8) inches into any required yard. All other ornamental or screening features in the H30A and H30B districts, including cornices, sills, frames, and fins, may project no more than six (6) inches into any required yard.

- In the H30A and H30B districts, lots with a depth greater than 112.5 feet will be required to provide front and rear yards that combine to equal at least thirty-six percent (36%) of the lot's depth. This requirement shall not be read to alter or justify reduction of front and rear setbacks for the first and second stories. The intention of this provision is to ensure that adequate yards are provided.
- In the H30A and H30B districts, each lot must provide:
 - 35% of each lot must be pervious area; and
 - 50% of front yards and 40% of rear yards must be landscaped; and
 - 20% of all landscaped area must be Florida Friendly as defined in the Current Zoning Code.
- The Current Zoning Code's definition of building height will continue to apply to single family districts. For the H120 district, building height is restricted to 120 feet as measured from the crown of that portion of Collins Avenue adjacent to the lot. In all districts, no exceptions will be permitted for rooftop structures, mechanical equipment, architectural features, *etc.*, except as expressly permitted in the 2006 Code.
- Density and intensity in the H120 district shall be calculated based on property westward of the ocean bulkhead line. Notwithstanding anything to the contrary in either the Current Zoning Code or 2006 Zoning Code, the erosion control line shall not be used to determine the lot area, and shall not serve as a basis for density and intensity calculations on a given lot.
- The calculation of lot area shall be limited to the actual acreage within the property lines, or in the case of the H120 district, the actual acreage within the area bounded by north, west, and south property lines and the ocean bulkhead line on the east. The term "gross acreage" shall be deleted and shall have no force or effect. Notwithstanding anything to the contrary in either the Current Zoning Code or the 2006 Zoning Code, an acre is 43,560 square feet.
- All permitted and accessory uses shall be as permitted in the 2006 Zoning Code, except that new hotel or motel uses of any type shall not be permitted on any property west of Collins Avenue. Any use in the commercial district not expressly permitted in the 2006 Code shall not be permitted.
- Awning and canopies shall be regulated as in the Current Zoning Code, except that the Planning and Zoning Board may authorize an awning or canopy without a required break or articulation where a more integrated design would result.
- Except as modified above, the Town's existing sign code, landscape code, and existing regulations regarding religious accommodations, reasonable accommodation procedures, curb cuts, vision clearance, aggregation of lots, materials and finishes, underground utilities, architecture, zoning in progress, beach sand quality, design standards for off-street parking, and short-term rentals will be retained.

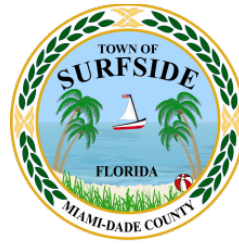
- Roof decks as defined in the Current Zoning Code shall not be permitted in any single-family district.
- In the H30A district, no building shall be erected within 25 feet of the sea wall on Point Lake, north canal, or south canal, nor within 50 feet of the sea wall on any other body of water.

Pursuant to Section 90-6 of the Code, Zoning in Progress based on the above parameters *shall* apply to applications for development approvals filed after the date of this notice's publication in the Miami Herald. Pending applications may be heard by the appropriate Town board only where they meet the more restrictive of the Current Zoning Code and the 2006 Zoning Code as modified above.

Public hearings for first reading by the Town Commission, review by the Planning and Zoning Board and Local Planning Agency, and second reading by the Town Commission will be noticed and held in the coming weeks. Interested parties may appear at the Public Hearings and be heard with respect to the proposed Ordinance.

Dated this ____ day of November, 2020

Sandra McCready, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10/28/20

Prepared by: Mayor

Subject: Maintenance of Beach Dune

Objective: Trim, beautify and maintain our beach dune.

Consideration: Lee Gottlieb will speak to the Commission about how we can accomplish this.

Recommendation: That immediate steps be taken to address the neglected dune.



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10/29/20

Prepared by: Mayor

Subject: Byron Avenue Street Closure

Objective: Eliminate the egress from Bryon Avenue and 96th Street.

Consideration: Bryon Avenue has long been the 'short cut' preference for much of Surfside's traffic to reduce wait times on Collins Avenue during high traffic events. This and the speeding, high traffic counts and other negative effects from same, has destroyed the quality of life for Byron Avenue residents, and all those who live near and around that street. It has also depressed property values, discouraged home improvement, created danger for pedestrians, children and our elderly and generally been a tremendous burden for all the residents of the Town who wish to see all areas of our Town thrive and prosper.

Recommendation: Authorize the Mayor and the concerned residents who wish to see this effort come to fruition to enter into discussions with Dade County and those other entities with jurisdiction related to the closure of this street end.