



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

**Tuesday, March 14, 2023
7:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

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

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

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

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

1. Opening
 - 1A. Call to Order
 - 1B. Roll Call of Members
 - 1C. Pledge of Allegiance
 - 1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger
 - 1E. Agenda and Order of Business Additions, deletions and linkages
 - 1F. Community Notes - Mayor Shlomo Danzinger
 - 1G. Presentation of \$1.00 Salary to the Mayor, Vice Mayor and the Members of the Town Commission - Acting Town Manager Hector Gomez
2. Quasi-Judicial Hearings
3. Consent Agenda

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

- 3A. **Approval of Minutes** - Town Clerk Sandra N. McCreedy, MMC
[February 14, 2023 Special Town Commission Meeting Minutes.pdf](#)
[February 14, 2023 Regular Town Commission Meeting Minutes.pdf](#)
- 3B. **Surplus of Two Public Works Municipal Vehicles** - Acting Town Manager Hector Gomez

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING AS SURPLUS PROPERTY TWO VEHICLES OF THE TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE SALE OR DISPOSITION OF THE SURPLUS VEHICLES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Declaring PW Dept Vehicles Surplus Property](#)

- 3C. **Resolution Expressing Support for the victims of the Earthquakes in Turkey and Syria that took place on February 6, 2023.** - Commissioner Marianne Meischeid

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF THE EARTHQUAKE VICTIMS IN TURKEY AND SYRIA; RECOGNIZING THE WORK OF HUMANITARIAN AID, RESCUE

WORKERS, AND CIVILIAN VOLUNTEERS ON THE GROUND; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Supporting Earthquake Victims in Turkey and Syria.docx](#)

- 3D. Town Commission Chambers Audio/Video Equipment Upgrade Purchase through Piggyback of National Contract The Interlocal Purchasing System (TIPS) - Acting Town Manager Hector Gomez**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF AUDIOVISUAL SOFTWARE, HARDWARE, AND RELATED PROFESSIONAL INSTALLATION AND MAINTENANCE SERVICES FOR THE TOWN COMMISSION CHAMBERS AND CONTROL ROOM FROM AVI-SPL, INC. UTILIZING THE TERMS, CONDITIONS, AND PRICING OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT NO. 200904; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - "AVIS SPL TIPS Extended Pricing Discount"](#)

[Resolution Approving Purchase from AVI-SPL for Audiovisual Software Hardware.DOCX](#)

[Cover Agreement -TIPS Contract - AVI-SPL Audiovisual Software Hardware and Support Services.pdf](#)

- 3E. FY 2023 Budget Amendment Resolution No. 5 - Hector Gomez, Acting Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Budget Amendment No.5](#)

[Attachment A - FY2023 Budget Amendment No. 5.pdf](#)

4. Ordinances

Second Reading

- 4A1. Ordinance Amending Seawall Height - Acting Town Manager Hector Gomez**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 90-60 "CONSTRUCTION NEXT TO SEA WALLS" AND 90-63 "MISCELLANEOUS ELEVATIONS FOR SEA WALLS, AND GROINS" OF CHAPTER 90, "ZONING," OF THE TOWN CODE TO MODIFY THE MINIMUM ELEVATION OF SEA WALLS AND ESTABLISH OTHER CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Zoning Code Sections on Seawall Heights.docx](#)

[Attachment B - Regional Seawall Height Comparison Report by Nova Consulting Ordinance Seawall Heights](#)

First Reading

- 4B1. Accessory Structures in Waterfront Lots in the H30A Zoning District** - Acting Town Manager Hector Gomez

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-48.3 OF SECTION 90-48. -- “MODIFICATION OF SIDE AND REAR YARD REGULATIONS” TO CLARIFY APPLICABILITY OF WATERFRONT SETBACKS; AND SECTION 90-54.1 OF SECTION 90-54. – “MODIFICATION OF SIDE AND REAR YARD REGULATIONS” TO ADDRESS BUILDINGS AND STRUCTURES WITHIN THE WATERFRONT SETBACK AREA FOR H30A PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending 90-48.3 and 90-54.1 Accessory Structures Waterfront Lots H30A.DOCX](#)

- 4B2. Zoning Code Correction: Definitions of "Setback" and "Yard"** - Acting Town Manager Hector Gomez

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - “DEFINITIONS”, BY AMENDING THE DEFINITIONS OF “SETBACK” AND “YARD” TO REFLECT THAT THEY ARE SYNONYMOUS AND EQUIVALENT TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amend 90-2 \(Defintions\) Setback and Yard.DOCX](#)

- 4B3. Zoning Code Correction: Deletion of references to Gross Density and Gross Lot Area.** - Acting Town Manager Hector Gomez

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - “DEFINITIONS” BY AMENDING THE DEFINITION OF “DENSITY” TO DELETE THE REFERENCE TO “GROSS” ACRE; AMENDING SECTION 90-45.1. - “AGGREGATION OF LOTS” TO DELETE THE REFERENCE TO “GROSS” DENSITY; AND AMENDING SECTION 90-86.2 OF SECTION 90-86. – “LANDSCAPE PERMIT PLANS” TO DELETE THE REFERENCE TO “GROSS” ACREAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - Gross Acre in the Zoning Code Ordinance to Amend Delete reference to Gross](#)

- 4B4. Zoning Code Correction - Roof Deck Stairway Height** - Acting Town Manager Hector Gomez

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY

AMENDING SECTION 90-50.2 “ROOF DECKS PROVISIONS” OF SECTION 90-50. -- “ARCHITECTURE AND ROOF DECKS” TO CLARIFY THE ALLOWABLE HEIGHT FOR STAIRWAY RAILINGS FOR ACCESS TO THE ROOF OF SINGLE FAMILY RESIDENTIAL PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Roof_Stair_Stairs_Limitations in the Zoning Code Ordinance_Re_Roof_Deck_Railings.docx](#)

4B5. Obstruction of Public Right-Of-Way Prohibited

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES CHAPTER 54, “OFFENSES AND MISCELLANEOUS PROVISIONS,” ARTICLE III, “OFFENSES INVOLVING PUBLIC PEACE AND ORDER,” BY ADDING SECTION 54-65, “Obstruction of PUBLIC RIGHT-OF-WAY PROHIBITED”; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Obstruction of Public Right of Way](#)

4B6. Ordinance - Public Urination and Defecation Prohibited - Legal Department

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING chapter 54, “OFFENSES AND MISCELLANEOUS PROVISIONS,” ARTICLE III, “OFFENSES INVOLVING PUBLIC PEACE AND ORDER,” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES, BY ADDING SECTION 54-66, “PUBLIC URINATION AND DEFECATION PROHIBITED;” PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Public Urination and Defecation Prohibited.doc](#)

5. Resolutions and Proclamations

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

5A. Professional Services for Dune Resiliency and Beautification Project - Acting Town Manager Hector Gomez

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

[Resolution Approving Project Agreement with Kimley-Horn - Dune Resiliency](#)

Beautification Project
Exhibit A - Kimley-Horn - Project Agreement - Dune Beautification and Resiliency Project
Scope of Services - Proposal.pdf

- 5B. **Consultant for Grant and Related Contract Project Administration** - Acting Town Manager Hector Gomez

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving First Amendment to In Alignment Consulting Agreement](#)
[Exhibit A - First Amendment to In Alignment Agreement](#)

- 5C. **Resolution Strongly Opposing a Proposal for Cashless Bail, Allowing for Criminals to be Released on Their Own Recognizance** - Shlomo Danzinger, Mayor

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, STRONGLY OPPOSING CASHLESS BAIL REFORM ALLOWING ARRESTEES TO BE RELEASED ON THEIR OWN RECOGNIZANCE (ROR); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Opposing Cashless Bail](#)

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

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

- 7A. **Town Manager's Report** - Hector Gomez, Acting Town Manager
[Town Manager's Report - March 2023.pdf](#)

- 7B. **Town Attorney's Report** - Town Attorney Lillian Arango
[Town Attorney Report - March 14, 2023](#)

8. **Unfinished Business and New Business**

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

- 9A. **Town Manager Recruitment Process - Review of Resumes and Interview Process Steps** - Acting Town Manager Hector Gomez
[Attachment A - "Town Manager Recruitment Ranking Sheet to Short List"](#)

10. **Adjournment**

Respectfully submitted,

Hector R. Gomez
Acting Town Manager

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

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

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

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

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



**Town of Surfside
Special Town Commission Meeting
MINUTES
February 14, 2023
5:30 PM
Commission Chambers**

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:35 p.m.

1.B Roll Call of Members

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

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

Also Present: Acting Town Manager Hector Gomez and Town Attorney Tony Recio.

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

2.A Resident Only Parking in the Abbot Ave Parking Lot - Mayor Shlomo Danzinger

For the commission to establish short term parking spaces in the Abbot Ave parking lot reserved for "Resident Only" parking.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger introduced the item and would like to dedicate some short-term parking spaces for residents to do business in Town.

Mayor Danzinger passed the gavel.

Vice Mayor Rose explained to Commissioner Velasquez the process of a motion for discussion purposes.

A motion was made by Mayor Danzinger to approve reserving 12 spots total for resident decal parking for short term (15 minutes) (6 in the north side by CVS and 6 by Starbucks and Chase bank), seconded by Commissioner Landsman.

Commissioner Landsman stated this solution helps to save spots for residents only and will be monitored by Parking Enforcement. He thanked his wife for starting this discussion and idea that was posted on NextDoor.

Commissioner Meischeid thinks this is a great idea and this Friday she was circling for a long time and had to go back home.

Commissioner Velasquez thinks the idea is great but does not believe it should be that many spots and the main problem is during lunch time. She suggested instead of making it a whole day thing make it a couple of hours. She also spoke regarding the Bal Harbour parking garage and that might help alleviate the parking issue on the Abbott Avenue lot. She also suggested increasing the parking fees.

Vice Mayor Rose agrees with the idea, and it is only 15 minutes for residents to get in and out. He stated that the location of those spots will be left to the Town Manager. He asked if it is in the motion for the 15 minutes.

Mayor Danzinger stated that in Town Hall already has the 15-minute parking established. He believes 15 minutes is enough.

The motion carried with a 5-0 vote.

2.B Reappointment of Acting Town Manager as per Section 12 of the Town Charter - Mayor Shlomo Danzinger

To reappoint Hector Gomez as Acting Town Manager as required by Section 12 of the Town Charter.

Mayor Danzinger introduced the item and explained that due to the charter they have to reappoint an Acting Town Manager. He asked for clarification if this is only up to 90 days.

Town Attorney Recio stated it is for up to 90 days and then you have to reappoint him every 90 days or appoint a permanent Town Manager.

Commissioner Velasquez asked if the reappointment is constant.

Town Attorney Recio stated this is an interim measure until you appoint a permanent Town Manager.

A motion was made by Commissioner Meischeid to reappoint Hector Gomez as

Acting Town Manager, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

2.C Increasing accessibility of the Town Calendar - Mayor Shlomo Danzinger

To have our Town Calendar of events entered into and managed in a google calendar, which residents can subscribe to, allowing upcoming Town events to be displayed on their mobile devices and other digital platforms.

Mayor Danzinger introduced the item and stated the technology exists and this would put your calendar on your phone and calendar, and you can choose which items you would like to add, and you would get notifications. He stated the platform is free and should be easy to implement. He would like to incorporate one of these features in the Town's website and the residents be able to subscribe to the Town's calendar.

A motion was made by Mayor Danzinger to have Town calendar of events entered into and managed in a google calendar, which residents can subscribe to, allowing upcoming Town events to be displayed on their mobile devices and other digital platforms, seconded by Commissioner Meisheid.

Acting Town Manager Gomez stated that they could do this and explained the format and features available.

Vice Mayor Rose asked if it could be done by the next meeting.

Acting Town Manager Gomez stated he will work on it to have it done within 30 days.

Commissioner Velasquez asked which of the two options does the Commission want to use.

Acting Town Manager Gomez stated he will work with all of them.

The motion carried with a 5-0 vote.

2.D Playground Equipment at Community Center During Park Closure - Mayor Shlomo Danzinger

To install the playground apparatus from 96th St park in a section of the green space at the community center during construction of the new 96th Street park.

Mayor Danzinger introduced the item and essentially, they have closed 96th Street Park and they are now redoing the Tot Lot and unfortunately it is being done at the same time and he was thinking of putting a swing set or apparatus at the Community Center's greenspace for people to go with their children after school.

A motion was made by Vice Mayor Rose for purposes of discussion of where the park equipment could go, seconded by Commissioner Landsman.

Commissioner Velasquez spoke regarding a park in Miami Beach that will be done in

a month and is close to the Tot Lot and stated before moving equipment to other places, and the greenspace is used for events during the year, possibly waiting on this one until the Tot Lot is done.

Commissioner Landsman asked for input from the Parks and Recreation Director Milian to see if it is appropriate.

Mayor Danzinger asked Acting Town Manager Gomez if that space is appropriate for use.

Acting Town Manager Gomez stated the space is a great idea and spoke regarding events and when it is used it is not that big of an area and possibly exploring other options. He does not believe it is the best location for the month that it will take the Tot Lot to be finished.

Commissioner Velasquez stated that they also approved the beach chairs in the Community Center for storage and that will take away from the greenspace.

Parks and Recreation Director Milian addressed the question and stated that prior to the design of the park they did do sole searching of what could be used. He spoke regarding the events and programs that are held in the greenspace.

Mayor Danzinger appreciates them looking into other options and asked what is the timeline of the Tot Lot being opened.

Acting Town Manager Gomez stated that they are seeking to close on February 28 and they will reopen within a month and half.

Vice Mayor Rose spoke regarding the different parks that are within 10 minutes from the Town that can be used.

2.E FREEBEE Transportation - Commissioner Marianne Meischeid

Explore the possibility of utilizing Freebee Transportation in Surfside. Bay Harbor Islands and Bal Harbour are currently using Freebee, as well as other local communities.

Commissioner Meischeid introduced the item and provided a background of FREEBEE Transportation, and it operates on clean energy. She would like to ask the Town Manager to provide research.

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

Mayor Danzinger asked Acting Town Manager Gomez to provide some information.

Acting Town Manager Gomez stated that services like these, which is a public transportation that is no charge to the individual using it, is funded through CITT which is a surtax that is a 1/2 penny tax collected by the County. He spoke regarding the amount that the Town receives and what it is used for which is funding the

Town's current shuttle program. He stated it is not a feasible study for this fiscal year and spoke regarding the City of Aventura removing their shuttle service and replaced them with FREEBEEs and explained the growing pains. He explained the way this form of transportation service works. He stated that the senior citizens use the shuttle bus, and the FREEBEEs are used like an uber service.

Mayor Danzinger spoke regarding expansion of the route and understands it is not in our budget and possibly discuss it at the budget meeting.

Commissioner Meischeid would like to bring it up at the budget meeting coming up.

Acting Town Manager Gomez spoke regarding bringing more information and spoke regarding what will be discussed at the budget vision meeting.

Mayor Danzinger stated to bring demographics of those using the shuttle bus and expanding to Mount Sinai and Aventura Hospital with this new service.

Commissioner Velasquez asked to possibly expand their current shuttle service to Mount Sinai and Aventura Hospital.

Vice Mayor Rose thanked Commissioner Meischeid and this is more technology driven and would like a survey of those using the current shuttle service and if the people using the current shuttle service would like to use this new service.

Mayor Danzinger would like to explore adding more services to the Town's shuttle service and possibly incorporating this into the current shuttle service.

Commissioner Landsman does not think they could do both and believes it should be either or and possibly using the current shuttle service and expanding it. He stated they need to look at the numbers and see if it is feasible.

Acting Town Manager Gomez explained how the budget workshop will be handled and asked if they want to bring other alternatives as well.

A motion was made by Commissioner Meischeid to recommend bringing this item along with other options as well as expanding the Town's current shuttle service to the budget workshop for consideration for the 2024 budget, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

3. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 6:22 p.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2023.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES**

**February 14, 2023
7:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1A. Call to Order

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

1B. Roll Call of Members

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

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

Also Present: Acting Town Manager Hector Gomez and Town Attorney Tony Recio.

1C. Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Commissioner Velasquez wished everyone a Happy Valentines Day.

Vice Mayor Rose wished his wife a Happy Valentines Day. He thanked Tourist Board and Parks and Recreation Department for all the events they are putting together.

Commissioner Meisheid wanted to mention that almost 2 years ago our Town went through a terrible tragedy and spoke regarding the earthquake in Turkey and extended their thoughts and prayers to those suffering.

A motion was made by Commissioner Meisheid to do a resolution expressing their support to the countries, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Commissioner Landsman thanked everyone and wished all a Happy Valentines Day and thanked the residents who are watching from home and Sandra Argo who

attended the Coffee with the Cops. He thanked Tourist Board and Parks and Recreation Department for all the events they are putting together and Surfside 5K. He congratulated our Chief of Police John Healy for his appointment as Police Chief.

Mayor Danzinger thanked Commissioner Landsman for participating in the 5K. He welcomed everyone and thanked everyone and Town staff for being here tonight on Valentines Day. He thanked all the ladies in the staff for being here and thanked Officer of the Month Sgt. Cruz and welcomed Randy Stokes as our new Acting Public Works Director and Chief Healy. He spoke regarding the Charter Review Committee and the outcry of individuals wanting it to be recorded and it is being audio recorded and it is open to the public and it is a recommendation committee that comes back to the Commission for action. He spoke regarding the events that took place. He spoke regarding the opening of the Town lobby. He spoke regarding the presentation of the Town key and brick at the Community Center to Commissioner Sally Heyman. He thanked Acting Town Manager Gomez for the hard work he did with the County and the issues with the lights and this weekend they came out and did the study. He spoke regarding the upcoming events. He also spoke and reminded everyone about the decorum statement.

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

A motion was made by Mayor Danzinger to place two walk on resolutions items, one is for House Bill 401 (as item 5C) and Senate Bill 102 (as item 5D), seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

A motion was made by Commissioner Landsman to move item 2B (9100 Collins Avenue-Market Hall) to be heard before item 2A (303 Surfside Boulevard), seconded Vice Mayor Rose. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger spoke regarding the platform and read an email into the record.

2. Quasi-Judicial Hearings

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

Town Attorney Recio asked Town Clerk McCready to confirm notice requirements.

Town Clerk McCready confirmed notice requirements were met.

Town Attorney Recio polled the Commission.

Commissioner Velasquez spoke with Bill Thompson regarding questions about the project for item 2B (9100 Collins Avenue-Market Hall).

Commissioner Meischeid spoke with Bill Thompson regarding questions about the project for item 2B (9100 Collins Avenue-Market Hall).

No other Commissioners had any communications with any of the applicants.

Town Clerk McCready swore in the applicants and any individual that will be speaking.

2A. 303 Surfside Boulevard - Acting Town Manager Hector Gomez

Staff finds the proposal complies with the Town's Comprehensive Plan in that the development is a residential use at a density consistent with the Future Land Use Plan and with the Zoning Code. The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation impacts can be accommodated with driveway access on Harding Avenue and exiting to Collins Avenue with an on-site loading zone. The Town's water main will need to be re-routed around the building per the Public Work's Department review. Development of the vacant parcel will have a favorable impact on the economy of the Town and the design of the building will be consistent with the community character of the Harding Avenue – Surfside Boulevard area.

It is recommended the Applicant's Site Plan package be approved by the Town Commission.

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

Town Planner Frankel introduced the item.

Graham Penn, Bercow and Radel, representing the applicant provided an overview of the project.

Mayor Danzinger asked if they are individual rollouts.

Mr. Penn stated they are individual rollouts, and it is not designed to be there longer than need be.

Mr. Penn continued with the presentation. He agrees with the conditions and would like to add a change which is updating the date of the plan to January 16, 2023.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger spoke regarding the funding they are putting into the infrastructure.

Vice Mayor Rose thanked them for the project and stated it is a beautiful entrance to the residential district. His comment is on unit C and F and stated that those units could technically be 5 bedroom units and fully supports this project.

Commissioner Landsman commented on the project and loves the design, the architecture and materials.

Commissioner Meisheid loves the project.

Commissioner Velasquez thanked them and loves the project. She asked where they have the entrance to the garage would the Town's garbage truck fit and be off of Harding Avenue and is concerned with the amount of garbage cans out there.

Mr. Penn addressed the comment and stated that it is treated like any individual townhome and they will have their can outside. He stated that they are treating it like any other space on Harding where the truck does not stop.

Commissioner Velasquez asked if they can move the garbage area to another street like 91st Street.

Mr. Penn stated that because of the way the service currently operates, it would be the preferable solution to keep the activity on Harding.

Mayor Danzinger suggested to look into possibly considering moving the garbage collection.

A motion was made by Vice Mayor Rose to approve the resolution with staff recommendations as presented and the change to the date of the plans to be January 16, 2023, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

[Planning and Zoning Board Staff Review from 12.15.22](#)

[Site Plans and Application for 303 Surfside Blvd.](#)

[Reso Approving Site Plan with Conditions.DOCX](#)

2B. 9100 Collins Avenue - Market Hall - Acting Town Manager Hector Gomez

Staff finds the proposal complies with the Town's Comprehensive Plan in that the development provides for ancillary uses associated with the Surf Club/Four Seasons overall site plan. Staff also finds the proposal complies with the Zoning Code since the building's ancillary uses are not evident from the outside of the building and no direct building access is provided except via an internal lobby area.

The project has minimal impacts on the environment and natural resources. Impacts to public facilities and transportation impacts can be accommodated with one way access from Harding Avenue and exiting to Collins Avenue with an on-site loading zone. The Town's water main will need to be re-routed around the building per the Public Work's Department review.

Development of the vacant parcel will have a favorable impact on the economy of the

Town and the design of the building will be consistent with the community character of the Harding Avenue – Collins Avenue neighborhood. It is recommended that the Town Commission approve this application subject to:

- The continued pursuit of and funding for improvements for a signalized pedestrian crossing at the 91ST Street intersection with Collins Avenue and the Surf Club/Four Seasons uses on the east side of Collins Avenue by the applicant.

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

Town Planner Frankel introduced the item. She stated this is part of the Surf Club and the final piece of that development. She gave a presentation on the project and its specifics.

Ian DeMello, Shubin and Bass, representing the applicant introduced their team which includes Fort Partners. He provided a PowerPoint presentation and an overview of the amendment to the site plan.

Bill Thompson, Fort Partners, provided an overview of what was done to the façade and what was done with the garage.

Commissioner Landsman commented on the protocol of constructing the underground parking garage and wanted to make sure the same safety measures will be taken into consideration.

Mr. Thompson stated yes they are taking the same safety measures.

Vice Mayor Rose asked if the public could use the Market Hall and if they would want to have an office there if they could.

Mr. Thompson stated it is open to the public but they could not have an office.

Town Attorney Recio stated that having a commercial office there is against the code and explained how they are able to have this market and how it pertains to the public.

Vice Mayor Rose likes the project.

Mayor Danzinger stated it is ancillary to the hotel and the market is open to public.

Mr. Thompson addressed the comments made.

Commissioner Velasquez likes the project and is happy they put the garage underground.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Victor May spoke in favor of the project and stated some of his concerns.

Eliana Salzhauer spoke regarding not moving forward and using a comprehensive plan to approve projects like this. She spoke regarding the water draining into the streets and spoke against the project.

Gerardo Vildostegui stated the project will be a good addition to the Town but there are issues that have to do with the zoning code which prevents them from having a sign that lets the public know about the market.

Mayor Danzinger closed the floor to public comments.

Commissioner Meischeid stated it is a great project and asked Town Attorney Recio does the market and office space qualify for access use and is there a size limitation and are there any conditions placed on the usage.

Town Attorney Recio stated yes and there is not a specific size limitation and explained what the code states regarding the conditions of usage and addressed the comment made by Mr. Vildostegui as it pertains to signage and the accessory nature of the use. He stated this project meets Town code with the conditions provided.

Commissioner Landsman spoke regarding the conversation that took place at the Planning and Zoning Board meeting. He stated that he does not see the change on the specifications. He stated it is a great project and appreciates the changes.

Commissioner Velasquez spoke regarding the commercial space and this area is zoned residential. She does agree to have a place to have a cup of coffee and prefers it to be the way they have done it. She is happy they have brought this project to the Town.

Mr. DeMelo spoke regarding the staff conditions and agrees with the conditions and would like to strike (f) which is providing a performance bond.

Town Attorney Recio addressed the request from Mr. DeMelo and those are requirements that they have identified and provisions that they need which are going to go under the right of way. He stated if something breaks they have to fix it and the performance bond is an extra and they are requiring to remove the performance bond for as long as they have a conduit under our streets.

Mayor Danzinger asked what happens if the Surf Club sells to another entity.

Town Attorney Recio stated that is the concern.

Mr. DeMelo stated it would be part of the agreement in perpetuity.

Town Attorney Recio stated this agreement would run with the land.

Mayor Danzinger deferred to the Town administration and Town Attorney.

Commissioner Velasquez asked if this is normal practice or just in this particular project.

Town Attorney Recio stated this is not a common situation and it is occurring

because they have multiple buildings and crossing multiple streets.

Commissioner Landsman asked if there is a cost to the letter of credit.

Town Attorney Recio stated that a letter of credit requires the money to be held in an account and cannot be utilized.

Mr. DeMelo suggested to come up with some terms acceptable with the Town and Building Department and if something happens they can take care of it and provide additional funding.

Mr. Thompson stated if something breaks it impacts them not the road.

Town Attorney Recio suggested they could be more flexible and asked Acting Town Manager Gomez if there is a break will it affect the road.

Acting Town Manager Gomez' concern is the chiller line under the ground and gave an explanation as well as making sure a sink hole does not occur. He suggested putting in a sleeve to protect the road.

Mr. Thompson stated it is in a sleeve and could do something that can make sense.

Acting Town Manager Gomez stated the material being used has a long-life span and he will work with Mr. Thompson and they could pull a permit to fix anything that would go wrong.

Town Attorney Recio stated providing a performance bond or letter of credit to ensure right of way restoration with any permit affecting the right of way and will employ appropriate safeguards like sleeve or steel casing in the event of a line break to avoid damage to the road.

A motion was made by Vice Mayor Rose to approve the resolution with staff conditions and provide a performance bond or letter of credit to ensure right of way restoration with any permit affecting the right of way and will employ appropriate safeguards like a sleeve or steel casing in the event of a line break to avoid damage to the road and correct the plan date which should be November 11, 2022, seconded by Commissioner Meisheid. The motion carried with a 5-0 vote.

[Attachment A - Staff Memo to Planning and Zoning Board 12.15.22](#)

[Attachment B - 9100 Collins Avenue Agenda Packet.pdf](#)

[Resolution Site Plan.DOCX](#)

3. Consent Agenda

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

speaker card. They will be recognized to speak prior to the approval of the consent agenda.

A motion was made by Vice Mayor Rose to take a 5 minute break at 9:11 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

The meeting recessed at 9:11 p.m.

The meeting resumed at 9:24 p.m.

Town Clerk McCready called the roll with all members of the Commission and staff present.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Gerardo Vildostegui spoke regarding competitive bidding on item 3B (Parks and Recreation Special Event Vendor, Premier Bounce N Slide Party Rentals, LLC Contract and Expenditure Approval).

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger addressed the comment made on item 3B (Parks and Recreation Special Event Vendor, Premier Bounce N Slide Party Rentals, LLC Contract and Expenditure Approval). He also spoke regarding item 3C (FY 2023 Budget Amendment Resolution No. 4) on the budget amendment and this is 10% of the Town's budget and tie it in with conditions of NIST.

Town Attorney Recio reiterated the condition of alternate funding outside of the general fund and identify other sources.

Acting Town Manager Gomez addressed the comment made and the conversation they had for it to possibly be appropriated.

A motion was made by Mayor Danzinger to approve the consent agenda with the stipulation of what was discussed at the last meeting on item 3C (FY 2023 Budget Amendment Resolution No. 4) for the Town to seek alternate funding options, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Vice Mayor Rose voting in opposition.

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

Approved on consent.

[January 10, 2023 Special Town Commission Meeting Minutes.pdf](#)
[January 10, 2023 Regular Town Commission Meeting Minutes.pdf](#)
[January 31, 2023 Joint Town Commission and Planning and Zoning Board Meeting Minutes.pdf](#)

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

Town Administration is seeking Town Commission authorization to expend up to \$62,000 in fiscal year 2023 and contract with Premier Bounce N Slide Party Rentals for all Parks and Recreation Events

Approved on consent.

[Resolution Approving Premier Bounce N Slide Agreement - Parks and Recreation Premier Bounce N Slide Party Rental.DOCX](#)

3C. FY 2023 Budget Amendment Resolution No. 4 - Hector Gomez, Acting Town Manager

Town Administration recommends approval of this resolution.

Approved on consent.

[Resolution Approving Budget Amendment No.4.DOCX](#)
[Attachment A - FY2023 Budget Amendment No 4.pdf](#)

3D. Approving a Multi Year Agreement for the Purchase of Public Records Request Management Software and Services from JustFOIA. - Sandra N. McCready, MMC, Town Clerk

The Town Administration recommends approving the new agreement with JustFOIA to include pricing for an initial annual rate of \$6,930.00, subject to 5.0% annual increase for each renewal term.

Approved on consent.

[Resolution Approving JustFOIA Agreement](#)
[Exhibit A - JustFOIA Agreement](#)

4. Ordinances

Second Reading

4A1. Planning and Zoning Ordinance Change - Single Curb Cut width expansion on lots less than 100 feet in width - Hector Gomez, Acting Town Manager

The Town Commission should consider this Ordinance to expand the maximum width of a single curb cut on lots with less than 100 feet of frontage from 18 feet to 24 feet.

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

Commissioner Landsman introduced the item and provided a summary.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Eliana Salzhauer stated it will be a water problem and suggested for the Commission to vote in opposition.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger stated this is about curb cuts and not the size of your parking area.

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

[Exhibit A.DOCX](#)

[Curb Specifications.pdf](#)

[Ordinance Curb Cuts - 2nd Reading.DOCX](#)

First Reading

4B1. Ordinance Amending Seawall Height - Hector Gomez, Acting Town Manager

Based on the reporting conducted by Nova Consulting, Town Staff recommends that:

- 1) A minimum top of seawall elevation of 2.90 feet NGVD29 (6.5 feet NAVD88). A new seawall built to this height should also be structurally rated to support an additional foot of height in the future (7.5 ft NAVD88) to provide an additional level of protection and extend the life of the seawall; and
- 2) A maximum top of seawall elevation of 10 feet NGVD29 (13.6 feet NAVD88), not exceeding the Base Flood Elevation.

These requirements would be triggered when a property owner submits a permit application for a seawall improvement, a new home or when improvements to the home exceed 50% of the existing value of the home.

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

Acting Town Manager Gomez introduced the item.

Mayor Danzinger asked if the elevation of the town was considered.

Acting Town Manager Gomez addressed the comments made and explained the study that another municipality has conducted. He spoke regarding the water table of Surfside.

Commissioner Velasquez would like to see if they could include existing seawalls that require excessive repair and that they will also have to raise the seawall.

Town Attorney Recio addressed the comments made and spoke regarding the replacement of seawalls, renovating your existing home and it could be extended if you are remedying or replacing your seawall.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
Eliana Salzhauer would like to endorse this item and raise our seawalls.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman provided his input on the item.

Commissioner Meischeid is for the item and wants to make sure that there is no conflict.

Town Attorney Recio addressed the comment made and spoke regarding the flood level elevation.

Commissioner Velasquez supports this item and definitely all the waterfront properties need to be brought in compliance with the height of the new walls.

Vice Mayor Rose stated it should be designed to minimum base flood elevation and the maximum to a design flood elevation and not a specific number and the seawall should have the capability of having a cap of 24 inches.

Building Official McGuinness addressed the comment made regarding the 50% valuation. He agrees with the Vice Mayor's suggestion.

A motion was made by Mayor Danzinger to approve the ordinance on first reading with the following changes: Minimum sea wall height of "Base Flood Elevation" rather than "+6.5 ft NAVD"; Maximum sea wall height of "Design Flood Elevation" rather than "Base Flood Elevation"; add to applicability section to apply to "repairs or renovations to sea wall that affect more than 50% of the lineal feet of the sea wall, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

[Attachment A: Zoning Code Sections on Seawall Heights.docx](#)

[Attachment B: Regional Seawall Height Comparison Report by Nova Consulting Ordinance - Height of Sea Wall.DOCX](#)

5. Resolutions and Proclamations

If the public wishes to speak on a matter on this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak prior to the approval of any resolution..

5A. Verge Aero Proposal for July 4, 2023 Drone Show Event - Hector Gomez, Acting Town Manager

Town Administration is seeking Town Commission approval to enter into a one-year agreement with Verge Aero for a 4th of July drone show for an expenditure total of \$50,000.00

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

Acting Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Eliana Salzhauer spoke regarding the funds being used from the Town funds and not the Tourist Board and is against the item.

Gerardo Vildostegui asked regarding if this was competitively bid out and to what extent it was done.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger asked if the funding is being used from the general fund or Tourist funded.

Acting Town Manager Gomez stated that this is being funded through Tourist Tax Fund.

Mayor Danzinger loves this project and is for it and the previous speaker had been trying to cancel fireworks for the 10 years she served on the Parks and Recreation Committee.

Acting Town Manager Gomez stated this was competitively bid and this was the lowest bidder.

Commissioner Velasquez stated that July 4 is one of the most important holidays and commemorates those soldiers that died for our freedom, and she fully supports this.

Mayor Danzinger thanked and appreciates Commissioner Velasquez for fighting to keep the fireworks.

Vice Mayor Rose addressed the comments made by the speakers that are against the events and if they speak against this event and others then they should not show up to the events the Town is having.

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

[Resolution Approving Drone Show for Fourth of July Event](#)

[Exhibit A - Verge Aero Drone Quote.pdf](#)

[Exhibit B - Agreement with Verge Aero - 4th of July](#)

5B. Resolution in Support of HB 269 (2023) - Shlomo Danzinger, Mayor

For the commission to pass a resolution in support of Florida HB 269 (2023)

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

Mayor Danzinger introduced the resolution and spoke regarding the rise of anti-Semitism in Florida and gave a summary of the legislation and he wanted to show their support.

Mayor Danzinger opened the floor to public comments.

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

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger addressed the comment made and this bill will make this as a crime that will have to be addressed.

A motion was made by Mayor Danzinger to approve the resolution and send it to the governing bodies, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[HB269.pdf](#)

[Resolution Supporting HB 269](#)

5C.) House Bill 401 (2023) and Senate Bill 604 (2023)

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

Mayor Danzinger introduced the item and provided a summary of this bill.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

A motion was made by Mayor Danzinger to approve the resolution and send it to the governing bodies, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

5D.) Senate Bill 102 (2023) and House Bill 627 (2023)

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

Mayor Danzinger introduced the item and provided a summary of this bill.

Mayor Danzinger opened the floor to public comments.

There were no public speakers.

Mayor Danzinger closed the floor to public comments.

A motion was made by Mayor Danzinger to approve the resolution and send it to the governing bodies, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

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

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:

Retta Logan thanked the Tourist Board and Parks and Recreation Department for the events that they put together. She thanked the Mayor for responding to her email regarding the parking issue. She stated that she sat in the traffic circle for over an hour and there was no police officer there and if they know the JFK Causeway is shut down we need to have a plan.

Gerardo Vildostegui spoke regarding the events of January 9 and 10, 2023 and the parody email that was sent out and the Mayor's Dubai trip.

Victor May spoke regarding a letter he received about a code enforcement violation.

Horace Henderson spoke regarding comments made on NextDoor and meetings with developers abroad.

Eliana Salzhauer spoke about the Mayor's presentation and is low to take a shot about what happened with Shannon Gallagher and the Mayor violating Sunshine law and what is his source of income. She spoke regarding Ben Jacobson being appointed to the Charter Review Board and Tourist Board and his trip with the Mayor to Dubai.

Pablo Langesfeld asked what happened to the banner at the Champlain Tower South property and who requested the removal of the banner. He asked regarding the CTS memorial and asked if there is any open investigation into the cause of the collapse and requested some answers.

Joel Thieme asked regarding Gay Pride Month which is coming up in June and if the Town will be doing something for that and raise the pride flag and maybe have some kind of event as well.

Chana Danzinger spoke regarding the parody email and how childish and hypocritical the individuals that did it are. She thanked the commission for the respect they have for each other and glad to have a mayor that is not harassing staff. She spoke regarding a former speaker that asked her brother as a friend and that person is a pedophile.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman thanked the public speakers and will speak to the Town administrator to address some of the issues mentioned and the traffic circle.

Commissioner Meischeid addressed the comment regarding the traffic.

Commissioner Velasquez stated that the Gay Pride Flag was approved last year and it was approved to fly it in June and designed the month of June as Gay Pride Month.

Vice Mayor Rose addressed the comments made regarding traffic and agrees to be more proactive. He addressed the comment from Mr. Vildostegui regarding the parody email and many residents believe that it was a real one. He addressed the comment made by Mr. Henderson and stated they are proud of what they are doing in Town. He spoke regarding the banner and they will check on that and supports the Gay pride flag. He stated that the Mayor explained very well about his trip to Israel and addressed the comment made by Ms. Salzhauer and that at least his name isn't Eliana and wasn't called before the police by Ms. Gallagher.

Mayor Danzinger addressed the comments made by Ms. Logan regarding the traffic and what took place at the 79th Street Bridge. He stated they are planning ahead. He stated he will continue to listen to their practicing attorneys and not those trying to give legal advice. He addressed the comment made by Mr. May. He spoke regarding residential safety with new developments. He spoke regarding his friend's appointment and there is no quid pro quo. He stated to Mr. Langesfeld that the banner is on private property and the banner was on until the new property owner started construction and they have reached that time and it was up there longer then anticipated. He stated that they will be working on the memorial. He stated that there is a process with the investigation and them pushing won't make it go faster and they are trying to get a meeting with NIST.

7. Town Manager and Town Attorney Reports

7A. Town Manager's Report

Acting Town Manager Gomez provided his Town Manager's Report. He stated that they put out the advertisement for the Town Manager position and explained the advertisement on ICMA is for 30 days and spoke regarding the channels. He spoke regarding the resumes received. He is seeking for a cutoff time for the advertisement.

Commissioner Velasquez asked for an update on the undergrounding of powerlines and the Abbott Avenue Drainage. She asked regarding the bond funding for the undergrounding project.

Acting Town Manager Gomez addressed the comment made by Commissioner Velasquez and stated that February 22nd they will be going live for the drainage program. They will have it out there for 45 days and will reserve the right for an extension. There will be an RFP ready by March of 2024 for the undergrounding and possibly doing partial undergrounding during the 96th Street Park project. He stated that the third quarter phase of this year they will start the process of the bonding for the undergrounding.

A motion was made by Vice Mayor Rose to approve the Town Manager's Report,

seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
[Town Manager's Report - February 2023.pdf](#)

7B. Town Attorney's Report - Town Attorney Lillian Arango

Town Attorney Recio provided the Town Attorney's Report.

Vice Mayor Rose asked regarding the Hillcrest litigation. He asked if Ms. Gallagher has replied and does anyone know where she is.

Town Attorney Recio provided an update on the Hillcrest litigation and stated that Ms. Gallagher is currently incarcerated.

Commissioner Velasquez asked what happens if she does not respond.

Town Attorney Recio addressed the comment made and stated that Ms. Gallagher could still respond from jail and she has a time limit to respond then if she does not reply they would then take it up with the Court.

A motion was made by Vice Mayor Rose to approve the Town Attorney's Report, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.
[Town Attorney's Report.DOCX](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Town Manager Job Description - Hector Gomez, Acting Town Manager

Town Administration is seeking approval of the attached job description for the Town Manager position.

Acting Town Manager Gomez introduced the item and they revised the description based on the charter language and provided a summary.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:

Gerardo Vildostegui spoke regarding focusing on needing someone from South Florida and it is important to cast a wide net.

Mayor Danzinger closed the floor to public comments.

Commissioner Landsman stated the job description is adequate and detailed. He asked how long it has been out and if they go to the end of February, it would be probably enough time with the response they have received.

Commissioner Meischeid asked what the timeline usually is. She is comfortable with 30 days.

Acting Town Manager Gomez addressed the comments made and some of the avenues they have used is national like ICMA.

Commissioner Velasquez is fine with the description and agrees with Commissioner Landsman on how long it should stay and is fine with 30 days.

Vice Mayor Rose supports it as well.

Mayor Danzinger likes the description and appreciates them fixing this and date of closing is fine with him.

A motion was made by Vice Mayor Rose to approve the job description and continue the search till the end of the month, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

[Town Manager Job Description](#)

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 10:40 p.m., seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2023.

Shlomo Danzinger, mayor

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3B.

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

From: Acting Town Manager Hector Gomez

Date: March 14, 2023

Subject: **Surplus of Two Public Works Municipal Vehicles**

The Town administration is seeking approval to surplus two vehicles assigned to the Public Works Department.

The Public Works Department is requesting to surplus and sell two vehicles that are beyond their operational lifespans. Vehicle one is a 2003 Chevrolet Silverado 2500HD (VIN 1GCHC24U63E313774) and Vehicle two is a 2006 Dodge Charger (VIN 2B3KA43R96H448685). Both vehicles are to be sold and funds collected will be deposited into the Towns general fund.

[Resolution Declaring PW Dept Vehicles Surplus Property](#)

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING AS SURPLUS PROPERTY TWO VEHICLES OF THE TOWN OF SURFSIDE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE SALE OR DISPOSITION OF THE SURPLUS VEHICLES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Public Works Department has two vehicles, as listed in Exhibit “A” attached hereto, that are beyond their operational lifespans; and

WHEREAS, the Town may sell or dispose of inoperable equipment as surplus property, which is no longer cost effective to maintain or repair due to its age, technical capabilities, and condition; and

WHEREAS, the Town Commission declares the vehicles listed on Exhibit “A” (the “Surplus Vehicles”) as surplus property as they have become obsolete, outlived their usefulness, become inadequate for the public purposes for which they were intended, or will no longer be needed for public purposes; and

WHEREAS, the Town Commission finds and declares that the Surplus Vehicles are surplus property and authorizes the Town Manager to sell or dispose of the Surplus Vehicles, in accordance with applicable laws and procedures; and

WHEREAS, the Town Commission finds this Resolution to be in the best interest of the Town.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Surplus Property. The Surplus Vehicles owned by the Town and listed in Exhibit "A" attached hereto have become obsolete, outlived their usefulness, or have become inadequate for the public purposes for which they were intended, and are no longer needed for public purposes, and accordingly are hereby declared by the Town Commission to be surplus property of the Town.

Section 3. Disposal Authorized. That the Town Manager is hereby authorized to dispose of the Surplus Vehicles through a sale or disposition of the surplus property, in accordance with applicable laws and procedures and as determined by the Town Manager.

Section 4. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 14th day of March, 2023.

Motion By: _____

Second By: _____

Commissioner Fred Landsman _____
Commissioner Marianne Meischoid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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

EXHIBIT "A"

PUBLIC WORKS SURPLUS VEHICLES

1. 2003 Chevrolet Silverado 2500HD (VIN 1GCHC24U63E313774)
2. 2006 Dodge Charger (VIN 2B3KA43R96H448685)



MEMORANDUM

ITEM NO. 3C.

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

From: Commissioner Marianne Meisheid

Date: March 14, 2023

Subject: **Resolution Expressing Support for the victims of the Earthquakes in Turkey and Syria that took place on February 6, 2023.**

Approval of the Resolution.

During the February 14, 2023 Regular Town Commission meeting, the Town Commission moved to have the Town Attorneys prepare a resolution in support of Turkey and Syria after the 7.8 Earthquake that took place in southwest Turkey and northern Syria on February 6, 2023.

[Resolution Supporting Earthquake Victims in Turkey and Syria.docx](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF THE EARTHQUAKE VICTIMS IN TURKEY AND SYRIA; RECOGNIZING THE WORK OF HUMANITARIAN AID, RESCUE WORKERS, AND CIVILIAN VOLUNTEERS ON THE GROUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 6, 2023, a 7.8 magnitude earthquake struck central-southern Turkey, followed by a magnitude 7.5 earthquake later the same day, followed by over a thousand aftershocks in Turkey and northwest Syria; and

WHEREAS, the earthquakes have caused massive death and destruction, killing more than 50,000 people and injuring tens of thousands; and

WHEREAS, two weeks later, on February 20, 2023, an additional 6.3 magnitude earthquake hit southern Turkey, causing additional deaths and injuries; and

WHEREAS, Turkey estimates that more than 160,000 buildings containing 520,000 apartments collapsed or were severely damaged in Turkey by the disaster, the worst in the country's modern history; and

WHEREAS, the Town of Surfside (the "Town") wishes to express its support of the earthquake victims in Turkey and Syria, and recognize the heroic work of humanitarian aid, rescue workers, and civilian volunteers on the ground to save lives and provide care for earthquake victims; 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. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Support of Earthquake Victims. The Town Commission hereby wishes to express its support of the earthquake victims in Turkey and Syria, and recognize the heroic work of humanitarian aid, rescue workers, and civilian volunteers on the ground to save lives and provide care for earthquake victims.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of March, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

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



MEMORANDUM

ITEM NO. 3D.

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

From: Acting Town Manager Hector Gomez

Date: March 14, 2023

Subject: **Town Commission Chambers Audio/Video Equipment Upgrade Purchase through Piggyback of National Contract The Interlocal Purchasing System (TIPS)**

Town Administration is seeking an expenditure of \$148,137.69 for Town Commission Chambers AV Upgrade based on AVI-SPL proposal dated February 15, 2023 as found in Attachment A.

Audio Visual Innovations (AVI-SPL) is the Town's current vendor for the Commission Chambers' audiovisual system. The software and equipment currently installed in the Commission Chambers and Control Room are largely outdated and in need of a comprehensive upgrade in order to improve the public's viewer experience. The Town's IT Department requested a proposal from AVI-SPL that would upgrade the current system and modernize the operation by installing new software and hardware to improve all capabilities. The work outlined in the proposal would follow a six-step implementation process from project conception to project completion.

Upgrades and additions include:

1. New Sony high brightness HD projector
2. New Panasonic digital wireless discussion system with 8 tabletop gooseneck microphones and 8 charging docking stations
3. New Middle Atlantic large capacity AV equipment rack to accommodate all new additional AV equipment
4. New Shure 7 dais microphones with shock mounts
5. New QSC acoustical echo canceling digital audio mixer to manage new wireless and wired microphones
6. 40 Port Poe Switch for Dante audio, video and control
7. New Crestron for the Mayor's desk
8. Intelligent speaker-focused cameras for meetings
9. A live 'On Air' sign to indicate live broadcasts
10. A new podium for speakers
11. Additional table microphones for the Town Clerk area

Please refer to the proposal, Attachment A, for full details.

Budget Impact: The total cost of this project is \$148,137.69 and includes equipment, professional integration services, direct costs, general and administrative, as well as room support and maintenance. This purchase is being made under the Town's Purchasing Code, Sec 3-13(3), "Purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing." The Town is using a piggyback of TIPS 200904 Contract, Contract Number 200904 procured under Request for Proposal TIPS RFP 200904 Audio Visual Equipment, Supplies, and Services. The contract offers an extended awarded discount percentage for various manufacturers; refer to Attachment "A" for extended discount price percentage.

[Attachment A - "AVIS SPL TIPS Extended Pricing Discount"](#)

[Resolution Approving Purchase from AVI-SPL for Audiovisual Software Hardware.DOCX](#)

[Cover Agreement -TIPS Contract - AVI-SPL Audiovisual Software Hardware and Support Services.pdf](#)

Audio Visual Equipment, Accessories & Services

RFP # 20-12

Offeror Company Name :



Item No.	Category	Manufacturer Name	Proposed Discount
	Presentation & Displays - Flat Panel Displays	Sony	20%
	Presentation & Displays - Flat Panel Displays	Panasonic	16%
	Presentation & Displays - Flat Panel Displays	Samsung	19%
	Presentation & Displays - Flat Panel Displays	NEC	25%
	Presentation & Displays - Flat Panel Displays	LG	15%
	Presentation & Displays - Flat Panel Displays	Sharp Professional	17%
	Presentation & Displays - Flat Panel Displays	Christie Digital	10%
	Presentation & Displays - Flat Panel Displays	Maxell	26%
	Presentation & Displays - Flat Panel Displays	Microsoft	2%
	Presentation & Displays - Flat Panel Displays	Newline	10%
	Presentation & Displays - Flat Panel Displays	SMART Technologies-Education	23%
	Presentation & Displays - Flat Panel Displays	SMART Technologies-Enterprise	15%
	Presentation & Displays - Flat Panel Displays	Mitsubishi	10%
	Presentation & Displays - Flat Panel Displays	Multitaction	5%
	Presentation & Displays - Flat Panel Displays	Planar	10%
	Presentation & Displays - Flat Panel Displays	DTEN	5%
	Presentation & Displays - Flat Panel Displays	Any Other Listed Brands not listed	5%
	Presentation & Displays - Projection and Displays	Panasonic	12%
	Presentation & Displays - Projection Screens	Da-Lite/Legrand	22%
	Presentation & Displays - Projection Screens	Draper	22%
	Presentation & Displays - Projection Screens	Stewart	20%
	Presentation & Displays - Projection Screens	Any Other Brand Not Listed	5%

Item No.	Category	Manufacturer Name	Proposed Discount
	Presentation and Displays - Video Projectors	Epson	25%
	Presentation and Displays - Video Projectors	NEC	25%
	Presentation and Displays - Video Projectors	Sony	27%
	Presentation and Displays - Video Projectors	Barco	10%
	Presentation and Displays - Video Projectors	Canon Projectors	30%
	Presentation and Displays - Video Projectors	Casio	23%
	Presentation and Displays - Video Projectors	Digital Projection Inc	25%
	Presentation and Displays - Video Projectors	Any Other Brand Not Listed	5%
	Presentation and Displays - Video Projectors	Maxell	26%
	Audio Solutions - Audio Systems	Harmon	12%
	Audio Solutions - Audio Systems	Extron	40%
	Audio Solutions - Audio Systems	Shure	25%
	Audio Solutions - Audio Systems	Biamp	25%
	Audio Solutions - Audio Systems	Clearone	19%
	Audio Solutions - Audio Systems	Qsc	20%
	Audio Solutions - Audio Systems	Listen	23%
	Audio Solutions - Audio Systems	Sennheiser	18%
	Audio Solutions - Audio Systems	Allen & Heath	10%
	Audio Solutions - Audio Systems	Anchor Audio	20%
	Audio Solutions - Audio Systems	Atlas Sound	10%

Item No.	Category	Manufacturer Name	Proposed Discount
	Audio Solutions - Audio Systems	Audio Technica	20%
	Audio Solutions - Audio Systems	Blonder Tongue	10%
	Audio Solutions - Audio Systems	Bogen Communications	10%
	Audio Solutions - Audio Systems	Bosch Brands	10%
	Audio Solutions - Audio Systems	Bose Pro	21%
	Audio Solutions - Audio Systems	Community Pro Loudspeakers	20%
	Audio Solutions - Audio Systems	Denon	20%
	Audio Solutions - Audio Systems	JBL	22%
	Audio Solutions - Audio Systems	JBL Commercial	22%
	Audio Solutions - Audio Systems	JBL Cinema	22%
	Audio Solutions - Audio Systems	Lab Gruppen	10%
	Audio Solutions - Audio Systems	Mackie	26%
	Audio Solutions - Audio Systems	Marantz	20%
	Audio Solutions - Audio Systems	Lexicon	10%
	Audio Solutions - Audio Systems	Mediamatrix	5%
	Audio Solutions - Audio Systems	Onkyo	10%
	Audio Solutions - Audio Systems	Peavey	22%
	Audio Solutions - Audio Systems	Pioneer	13%
	Audio Solutions - Audio Systems	Rane	30%
	Audio Solutions - Audio Systems	Soundcraft	15%
	Audio Solutions - Audio Systems	Studer	5%
	Audio Solutions - Audio Systems	Tannoy/TC Group	22%
	Audio Solutions - Audio Systems	Teac	25%
	Audio Solutions - Video Inputs/Audio/Video	Crestron	45%

Item No.	Category	Manufacturer Name	Proposed Discount
	Audio Solutions - Video Inputs/Audio/Video	AMX/Harmon	30%
	Audio Solutions - Video Inputs/Audio/Video	Extron	40%
	Audio Solutions - Video Inputs/Audio/Video	Wolfvision	10%
	Audio Solutions - Video Inputs/Audio/Video	Ashly Audio	24%
	Audio Solutions - Video Inputs/Audio/Video	Barco	10%
	Audio Solutions - Video Inputs/Audio/Video	Christie Digital	10%
	Audio Solutions - Video Inputs/Audio/Video	Kramer	22%
	Audio Solutions - Video Inputs/Audio/Video	RGB Spectrum	22%
	Audio Solutions - Video Inputs/Audio/Video	tvONE	10%
	Audio Solutions - Video Inputs/Audio/Video	Any Other Brand Not Listed	5%
	Audio Solutions - Wireless Presentation-Video Inputs	Extron	40%
	Audio Solutions - Wireless Presentation-Video Inputs	Crestron	45%
	Audio Solutions - Wireless Presentation-Video Inputs	Mersive	12%
	Audio Solutions - Wireless Presentation-Video Inputs	Any Other Listed Brand	5%
	Audio Solutions - Lecture Capture	Extron	40%
	Audio Solutions - Lecture Capture	Panopto	5%
	Audio Solutions - Lecture Capture	Sonic Foundry	15%
	Audio Solutions - Lecture Capture	Discover Video	10%
	Audio Solutions - Lecture Capture	Haivision	3%
	Audio Solutions - Lecture Capture	Vbrick	15%
	Audio Solutions - Lecture Capture	Any Other Listed Brand	5%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Poly (Polycom)	15%

Item No.	Category	Manufacturer Name	Proposed Discount
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Crestron FLEX	10%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Logitech	12%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Lenovo	10%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Vaddio	20%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Sony	20%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Extron	40%

Audio Visual Equipment, Accessories & Services

RFP # 20-12

Offeror Company Name :



Item No.	Service	Standard Hourly Rate	Discount from Stanard Rate
	CAD	varies by city	25% off labor. Services by Cat&City
	Engineering	varies by city	25% off labor. Services by Cat&City
	Programing	varies by city	25% off labor. Services by Cat&City
	Project Manager	varies by city	25% off labor. Services by Cat&City
	Project Coordination	varies by city	25% off labor. Services by Cat&City
	Tech Installation-Tech Shop	varies by city	25% off labor. Services by Cat&City
	Commissioning	varies by city	25% off labor. Services by Cat&City
	Intern-Clerical	varies by city	25% off labor. Services by Cat&City
	AVI-SPL Symphony (IT Monitor	varies	5% off of list

Audio Visual Equipment, Accessories & Services

RFP # 20-12

Offeror Company Name :



Offeror's please include additional products/services not identified

Item No.										
Burden Rates/Budgeted hours		CAD	Engineering	Programming	Project Manager	Project Coordination	Tech Installation/Tech Shop	Commissioning	Intern/Clerical	
Location	Currency									
Tampa	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Orlando	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Ft. Lauderdale	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Tallahassee	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Jacksonville	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Nashville	USD	\$ 45.69	\$ 70.13	\$ 69.06	\$ 69.06	\$ 47.81	\$ 43.56	\$ 55.25	\$ 42.50	
Atlanta	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Memphis	USD	\$ 45.69	\$ 70.13	\$ 69.06	\$ 69.06	\$ 47.81	\$ 43.56	\$ 55.25	\$ 42.50	
Charlotte	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Advanced Services Group	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Seattle	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 64.06	\$ 81.25	\$ 62.50	
St. Paul	USD	\$ 59.13	\$ 90.75	\$ 98.00	\$ 89.38	\$ 61.88	\$ 67.50	\$ 71.50	\$ 55.00	
Dallas	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Philadelphia	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
San Francisco	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 98.75	\$ 81.25	\$ 62.50	
Sterling	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Dayton	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Denver	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Greensboro	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Los Angeles	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 64.06	\$ 81.25	\$ 62.50	
New York	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 75.00	\$ 125.00	\$ 62.50	
Chicago	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 112.50	\$ 65.00	\$ 50.00	
Detroit	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Cleveland	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Pittsburgh	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Houston	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Columbia	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	

Item No.										
Sacramento	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 98.75	\$ 81.25	\$ 62.50	
Bay_Area	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 98.75	\$ 81.25	\$ 62.50	
San_Diego	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 64.06	\$ 81.25	\$ 62.50	
Boston	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 64.06	\$ 81.25	\$ 62.50	
Washington	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Albuquerque	USD	\$ 48.38	\$ 74.25	\$ 73.13	\$ 73.13	\$ 50.63	\$ 46.13	\$ 58.50	\$ 45.00	
Salt_Lake_City	USD	\$ 48.38	\$ 74.25	\$ 73.13	\$ 73.13	\$ 50.63	\$ 46.13	\$ 58.50	\$ 45.00	
Scottsdale	USD	\$ 48.38	\$ 74.25	\$ 73.13	\$ 73.13	\$ 50.63	\$ 46.13	\$ 58.50	\$ 45.00	
Tucson	USD	\$ 48.38	\$ 74.25	\$ 73.13	\$ 73.13	\$ 50.63	\$ 46.13	\$ 58.50	\$ 45.00	
Labor Rates highlighted in Red are currently under negotiation and may need to change between now and the time of potential award. We will do our best to keep labor as reasonable as possible.										

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF AUDIOVISUAL SOFTWARE, HARDWARE, AND RELATED PROFESSIONAL INSTALLATION AND MAINTENANCE SERVICES FOR THE TOWN COMMISSION CHAMBERS AND CONTROL ROOM FROM AVI-SPL, INC. UTILIZING THE TERMS, CONDITIONS, AND PRICING OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT NO. 200904; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is in need of audiovisual software, hardware, and related installation services for the Town Commission Chambers and Control Room, including maintenance services for a one (1) year period (the “Equipment and Services”); and

WHEREAS, The Interlocal Purchasing System (TIPS), a Department of Texas Education Service Center cooperative purchasing entity, has competitively awarded Contract No. 200904 (the “TIPS Contract”) for the Equipment and Services to AVI-SPL, Inc. (the “Contractor”); and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the “Town Code”) provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures of the Town Code (the “Code”); and

WHEREAS, the Town Commission desires to enter into an agreement with the Contractor, in substantially the form attached hereto as Exhibit “A” (the “Agreement”) for the purchase of the Equipment and Services in an amount not to exceed \$148,137.90

utilizing the terms, conditions, and pricing of the TIPS Contract and consistent with the Proposal of the Contractor attached hereto as Exhibit “B”; and

WHEREAS, the Town Commission finds that the purchase of the Equipment and Services under the TIPS Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Code; 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. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement for Purchase of Equipment and Services. The Town Commission hereby approves the Agreement with the Contractor for the purchase of the Equipment and Services in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor on behalf of the Town in an amount not to exceed \$148,137.69, consistent with the Contractor’s Proposal attached hereto as Exhibit “B,” subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(3) of the Town's Code, the Town Commission finds that the purchase of the Equipment and Services is exempt from competitive bidding.

Section 5. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purchase of the Equipment and Services and the purposes of this Resolution

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of March, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

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

**COVER AGREEMENT BETWEEN
THE TOWN OF SURFSIDE
AND
AVI-SPL, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of this _____ day of _____, 2023 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **AVI-SPL, INC.**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the Town and the Contractor are referred to as the “Parties.”

WHEREAS, the Town is in need of audiovisual software, hardware, and related installation services (the “Services”) for the Town Commission Chambers and Control Room, including maintenance services for a one (1) year period (“Maintenance Services”); and

WHEREAS, the Interlocal Purchasing System (TIPS), a Department of Texas Education Service Center cooperative purchasing entity, has competitively awarded Contract No. 200904 (the “TIPS Contract”), which contract is attached hereto as Exhibit “A,” for the Services, among other things, to the Contractor; and

WHEREAS, the Contractor has provided the Town a proposal for the Services at the Town Commission Chambers and Control Room in the amount of \$148,137.69, including one (1) year of maintenance services (the “Proposal”), which Proposal is attached hereto as Exhibit “B”; and

WHEREAS, the Proposal incorporates the terms and conditions of the TIPS Contract and also includes (i) General Terms and Conditions (the “General Terms”), an Addendum to the General Terms – Support and Maintenance Services (the “Maintenance Addendum”), and Addendum to the General Terms – Software License (“Software Addendum”); and

WHEREAS, pursuant to the terms, conditions, and rates of the TIPS Contract, the Town desires to purchase the Services from the Contractor in an amount not to exceed \$148,137.69; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the TIPS Contract and the Proposal in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the TIPS Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the TIPS Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – TIPS Contract;
 - D. Fourth Priority: Exhibit B – Proposal, excluding the General Terms, Maintenance Addendum, and Software Addendum;
 - E. Fifth Priority: General Terms
 - F. Sixth Priority: Maintenance Addendum;
 - G. Seventh Priority: Software Addendum.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the TIPS Contract unless otherwise provided in this Agreement. All references to Miami-Dade County shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for the Services shall be in the amount of \$148,137.69, inclusive of \$8,672.80 in Maintenance Services,, in accordance with the rates of the TIPS Contract attached hereto as Exhibit "A" and the Contractor's Proposal attached hereto as Exhibit "B."
6. **Indemnification.**
 - A. 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.

- B. 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.
- C. The provisions of this section shall survive termination of this Agreement.

7. Insurance.

- A. 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.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
 - v. Cyberliability Insurance in an amount not less than Two million Dollars (\$2,000,000.00) per occurrence, single limit.

- B. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The 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.
- C. 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. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- D. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- E.** The provisions of this section shall survive termination of this Agreement.
- 8. 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.
- 9. Attorneys Fees and Waiver of Jury Trial.**
- A.** 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.
- B.** 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.

10. Ownership and Access to Records and Audits.

- A. 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).
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. 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.
- H. **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

11. 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.

12. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

13. As to General Terms (beginning on page 25 of the Proposal):

- A. Section 1, "Applicability of Terms," is hereby deleted in its entirety.
- B. Section 5, "Buyer in Arrears or Default," is hereby deleted in its entirety and replaced as follows:

Town shall compensate the Contractor in accordance with the Florida Prompt Payment Act.

- C. Subsection 9.4 of Section 9, "Warranty," is hereby deleted in its entirety.
- D. Section 11, "Limitation of Liability and Exclusion of Damages," is hereby deleted in its entirety.
- E. Section 16, "Termination," is hereby deleted in its entirety and replaced as follows:

16.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

16.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

16.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 16.4.

16.4. The 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.

- F. Subsection 17.1 of Section 17, "Governing Law and Jurisdiction," is hereby deleted and replaced as follows:

17.1. 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.

14. As to Software Addendum (beginning on page 29 of the Proposal):

- A. Section 4, "Indemnification," is hereby deleted in its entirety and replaced as follows:

4.1. 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.

4.2. 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.

4.3. The provisions of this section shall survive termination of this Agreement.

15. As to Maintenance Addendum (beginning on page 21 of the Proposal):

- A. Section 11, "Charges and Payments," is hereby deleted in its entirety.
- B. Section 12, "Termination," is hereby deleted in its entirety.
- C. Section 15, "Warranty and Limitation of Liability," is hereby deleted in its entirety.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____

 Hector Gomez
 Acting Town Manager

By: _____

Name: _____

Title: _____

Attest:

Entity:

By: _____

 Sandra McCready, MMC
 Town Clerk

Approved as to form and legal sufficiency:

By: _____

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

Addresses for Notice:

 _____ (telephone)
 _____ (facsimile)
 _____ (email)

Addresses for Notice:
 Hector Gomez
 Town of Surfside
 Attn: Acting Town Manager
 9293 Harding Avenue
 Surfside, FL 33154
 305-861-4863 (telephone)
 305-993-5097 (facsimile)
 hgomez@townofsurfsidefl.gov
 (email)

With a copy to:

 _____ (telephone)
 _____ (facsimile)
 _____ (email)

With a copy to:
 Weiss Serota Helfman Cole & Bierman, P.L.
 Attn: Lillian Arango, Esq.
 Town of Surfside Attorney
 2800 Ponce de Leon
 Boulevard, Suite 1200
 Coral Gables, FL 33134
 larango@wsh-law.com (email)

EXHIBIT "A"
TIPS Contract No. 200904

TIPS VENDOR AGREEMENT

Between Audio Visual Innovations, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200904 Audio Visual Equipment, Supplies, and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all

Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of

any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned

Workers' Compensation

Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.

Umbrella Liability

\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200904 Audio Visual Equipment, Supplies, and Services

Company Name Audio Visual Innovations, Inc.

Address 6301 Benjamin Road, Suite 101

City Tampa State FL Zip 33634

Phone (813) 884-7168 Fax (813) 882-9508

Email of Authorized Representative Steve.Palmer@avispl.com

Name of Authorized Representative Steve Palmer


Title Chief Financial Officer

Signature of Authorized Representative 

Date 10/07/2020

TIPS Authorized Representative Name MEREDITH BARTON

Title CHIEF OPERATING OFFICER

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/16/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200904

AVI SPL

Supplier Response

Event Information

Number: 200904
Title: Audio Visual Equipment, Supplies, and Services
Type: Request for Proposal
Issue Date: 9/3/2020
Deadline: 10/16/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

AVI SPL Information

Contact: Cindy Turner
Address: 6301 Benjamin Road
Suite 101
Tampa, FL 33634
Phone: (813) 884-7168
Fax: (813) 882-9508
Toll Free: (800) 282-6733
Email: Bids@avispl.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jay Bosch

Signature

Submitted at 10/16/2020 12:03:00 PM

jay.bosch@avispl.com

Email

Supplier Note

It is our pleasure to continue to grow business together with TIPS! We have added a several new vendors and a services schedule that can be used across the U.S. These additions will certainly increase contract utilization across the U.S. We appreciate partnering with TIPS over the last few years and we look forward to working together for many years to come. In appreciation-- Jay Bosch, Director of State, Local Government and Education (SLED) for North America

Requested Attachments

Vendor Agreement

200904 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200904 Agreement_Signature_Form_Executed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

AVISPL 200904 Pricing_form_1 FINAL.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

AVISPL 200904 Pricing_form_2 FINAL.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

References AVI-SPL Final.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Additional Information- TIPS 200904.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

AVISPL Warranty Information.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

CONFIDENTIAL.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

2020_W-9_AVI.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

CERTIFICATION OF CORPORATE OFFERER FORM_Executed.pdf

Certification of Corporate Offeror

CONFIDENTIAL.pdf

Confidential Disclosure Form and copy of Confidential Materials

2020 W-9 AVI.pdf

Audio Visual Innovations, Inc. W9

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

www.avispl.com

6 Primary Contact Name

Primary Contact Name

Jay Bosch

7 Primary Contact Title

Primary Contact Title

Director

8	Primary Contact Email Primary Contact Email <input type="text" value="jay.bosch@avispl.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5733531438"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5733531438"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Cindy Turner"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Government Contract Manager"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="cindy.turner@avispl.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8138847168"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8138847168"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Cindy Turner"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="cindy.turner@avispl.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8138847168"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Jay Bosch"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="jay.bosch@avispl.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5733531438"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.avispl.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="591958935"/>
26	Primary Address Primary Address <input type="text" value="6301 BENJAMIN RD, SUITE 101"/>
27	Primary Address City Primary Address City <input type="text" value="Tampa"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="FL"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="33634"/>

30	Search Words:
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="audio, visual, government, unified communications, zoom, microsoft, projector, screen, panels, interactive panels, monitors, telemedicine, augmented reality, virtual reality, headsets, emergency operation center, court, corrections, higher education, k-12, esports, conference room, hybrid learning, PTZ"/>

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal? <input type="text" value="Yes"/>

32	Yes - No
	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. <input type="text" value="No"/>

33	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Tampa"/>

34	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="FL"/>

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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.
6. The prospective lower tier participant further agrees by submitting this form 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

5
1 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

3 Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 **2 CFR PART 200 Contracts**

4 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 **2 CFR PART 200 Termination**

5 Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
6

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
8

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 0 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) 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 agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 1 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
2 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

**6
3 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(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;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(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 ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

6 **Indemnification**

4

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

5

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

6

67 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

68 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

69 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

70 Infringement(s) Explanation of No Answer

71 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
2

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

7
3

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

5 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

6 Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

7 **Logos and other company marks**

7 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

78 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

79 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

80 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

81 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

82 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

83 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

84 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

85 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

86 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

87 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

88 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

89 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

90 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

91 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

92 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Audio Visual Innovations, Inc.
(Name of Corporation)

John Zettel certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Steve Palmer
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Chief Financial Officer
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

[Handwritten Signature]
SIGNATURE

10-7-2020
DATE

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Audio Visual Innovations, Inc.

Name of company

Steve Benjamin, Executive Vice President

Printed Name and Title of authorized company officer declaring below the confidential status of material

6301 Benjamin Road, Suite 101 Tampa FL 33634 (813) 884-7168

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF 1 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Steve Benjamin, Executive Vice President Digitally signed by Steve Benjamin, Executive Vice President Date: 2020.10.15 14:14:02 -04'00' Date 10/15/2020
Steve Benjamin, Executive Vice President

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____



6301 Benjamin Road, Suite 101
Tampa, FL 33634

Phone: 813.884.7168
Toll Free: 800.282.6733
Fax: 813.882.9508

www.avispl.com

Warranty Information

Manufacture warranties vary by product and may be followed by service plans provided by AVI-SPL.

Please see your Account Representative for additional information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Audio Visual Innovations, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 6301 Benjamin Road, Suite 101	Requester's name and address (optional)
6 City, state, and ZIP code Tampa, FL 33634	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
5 9 - 1 9 5 8 9 3 5	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/2/20</u>
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

AudioVisual Solutions Proposal For

TOWN OF SURFSIDE

Council Chambers AV Upgrade



2501 SW 160th Ave
Suite 500
Miramar, FL 33027
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Zoran Visnjic
Zoran.Visnjic@avispl.com

Proposal No: 379301-9

Project Implementation Process

Integration Process

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption, and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by the client.

Phase I - Consultation

The consultation process is the foundation of the system design and capabilities. During this process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options
- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

Phase II - Engineering & Design

AVI-SPL appoints a Project Engineer, who will team up with your AVI-SPL Account Manager and follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer and AVI-SPL Account Manager perform a feasibility study. This study includes an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, we select the appropriate equipment, hardware, and software. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack elevations
- Patch bay elevations
- Lighting fixture locations
- Custom assembly details

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- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Creation of fabrication documentation including wire numbers
- Verification of wire types
- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Items
- Provide other submittals as required

At the conclusion of Phase II, the project’s design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

Phase III: Pre-Installation

AVI-SPL’s senior procurement managers will begin procurement of the hardware required for the system.

Procurement is prioritized between:

- Items immediately required for the initial on-site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager informs our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL submits cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL’s fabrication team utilizes the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

AVI-SPL’s fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- “Burn in” quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and “burned in” systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL’s custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and “burn in” of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.

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Phase IV: On-site Installation

The on-site installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL field verifies conformance of installed cabling and other conditions necessary to ensure efficient integration of systems and devices. The team of on-site personnel will vary in number depending on the task requirements for that day. The project manager determines the correct resources required for the specific installation tasks. The AVI-SPL lead installer, project manager, and engineer carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project begin.

Phase V: Commissioning, Testing, and Adjustments

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

Phase VI: Training – As Required

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system

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The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

Process Control & Documentation

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.

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Investment Summary

Prepared For:	JOSE FELIZ
	TOWN OF SURFSIDE
	9293 Harding Ave
	Surfside, FL 33154-3000

Prepared By:	Zoran Visnjic
Date Prepared:	02/15/2023
Proposal #:	379301-9
Valid Until:	03/18/2023

Total Equipment Cost	\$93,506.72
-----------------------------	--------------------

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services	\$41,750.00
--	--------------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs	\$0.00
---------------------	---------------

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative	\$4,208.17
-------------------------------------	-------------------

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance	\$8,672.80
--	-------------------

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$148,137.69
Tax	Exempt (*)
Total	\$148,137.69

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

_____ Signed	_____ Printed	_____ Date
-----------------	------------------	---------------

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Room Summary - Council Chambers AV Upgrade

Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
	COUNCIL CHAMBERS AV UPGRADE			
	*** Dais Equipment ***			
APPLE	10.2" IPAD W/CRESTRON APP PREINSTALLED (NEW EQUIPMENT FURNISHED BY THE CLIENT - MAYOR TOUCH SCREEN CONTROL) (Owner Furnished Equipment)	1	OFE	OFE
AVISPL	VERTICAL 1RU RACK	2	\$34.64	\$69.28
AVISPL	CAT6 SHIELDED CABLE, BLUE, 1000' REEL	2	\$534.53	\$1,069.06
AVISPL	3' NANOFLEX 4K HDMI CABLE	1	\$14.65	\$14.65
AVISPL	6' NANOFLEX 4K HDMI CABLE	1	\$18.32	\$18.32
AVISPL	9' NANOFLEX 4K HDMI CABLE	2	\$21.99	\$43.98
AVISPL	12' NANOFLEX 4K HDMI CABLE	2	\$56.86	\$113.72
AVISPL	15' NANOFLEX 4K HDMI CABLE	2	\$64.99	\$129.98
CLOCKAUDIO	MICROPHONE, SEMI RIGID SHAFT, HALO, 5 PIN XLR W/RF FILTER	7	\$396.80	\$2,777.60
CLOCKAUDIO	DANTE TRANSPORTER, UDP FOR CRESTRON LOGIC	2	\$1,091.20	\$2,182.40
CLOCKAUDIO	POWER SUPPLY, 12V DC	2	\$132.80	\$265.60
CLOCKAUDIO	MOUNT, SHOCK ABSORBING BASE, BLACK W/MUTE LOGIC	7	\$314.40	\$2,200.80
CRESTRON	1:8 HDMI DISTRIBUTION AMP W/4K60 4:4:4 & HDR SUPPORT	1	\$687.50	\$687.50
IPOINT	LUXE IPAD 10.2" SECURED TABLETOP MOUNT	1	\$521.48	\$521.48
MIDDLE ATLANTIC	1RU UNIVERSAL VENTILATED RACK SHELF	2	\$45.29	\$90.58
MOCKETT	PLASTIC 1-1/2" GROMMET SET, LIGHT GRAY 92	7	\$5.92	\$41.44
PLANAR	22" ULTRA LOW PROFILE MONITOR	7	\$371.25	\$2,598.75
WIREMOLD	DESKTOP POWER DUAL OUTLET W/USB-A AND USB-C, WHITE (MOUNTED UNDER THE TABLE BY EACH CHAIR)	7	\$110.63	\$774.41
WYRESTORM	DECODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (FEED FROM MATRIX ENC/DEC SYSTEM TO DIAS MONITORS)	1	\$793.33	\$793.33
	*** City Clerk Desk Equipment ***			
MOCKETT	PLASTIC 1-1/2" GROMMET SET, LIGHT GRAY 92	3	\$5.92	\$17.76
RADIO DESIGN LABS	2-GANG TABLETOP ENCLOSURE, WHITE (PLACED ON TOP OF THE CITY CLERK DESK FOR LAPTOP ACCESS)	1	\$86.28	\$86.28
SHURE	DESKTOP 18" GOOSENECK CARDIOID MICROPHONE, 10' CABLE	3	OFE	OFE

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Mfg	Description	Qty	Unit Price	Extended Price
	(EXISTING MICROPHONES RELOCATED FROM THE DAIS) (Owner Furnished Equipment)			
SHURE	NETWORK BASED MUTE BUTTON, POE (TO BE USED TO MUTE PODIUM MICROPHONE)	1	\$374.93	\$374.93
WIREMOLD	DESKTOP POWER DUAL OUTLET W/USB-A AND USB-C, WHITE (MOUNTED UNDER THE TABLE BY EACH CHAIR)	3	\$110.63	\$331.89
WYRESTORM	2-GANG 4K HDMI ENCODER WALL PLATE (PLACED ON TOP OF THE CITY CLERK DESK FOR LAPTOP ACCESS)	1	\$1,065.33	\$1,065.33
	*** Control Room Equipment ***			
AJA	1X6 12G HD/SD SDI DISTRIBUTION AMPLIFIER (BROADCAST SWITCHER VIDEO OUTPUT)	1	\$585.94	\$585.94
AJA	3G-SDI TO USB 3.0 FRAME GRABBER (CAMERA FEED TO DESKTOP PC FOR ZOOM)	1	\$411.56	\$411.56
ATLAS	8X8 DSP DANTE AUDIO EXPANDER	1	\$3,385.80	\$3,385.80
AURORA	HDMI TO USB CONVERTER (CONTENT FEED TO DESKTOP PC FOR ZOOM)	1	\$229.23	\$229.23
AVISPL	3' NANOFLEX 4K HDMI CABLE	4	\$14.65	\$58.60
AVISPL	6' NANOFLEX 4K HDMI CABLE	5	\$18.32	\$91.60
AVISPL	9' NANOFLEX 4K HDMI CABLE	2	\$21.99	\$43.98
AVISPL	18" HD-SDI RG6 BNC CABLE	6	\$6.39	\$38.34
AVISPL	6' HD-SDI RG6 BNC CABLE	4	\$11.20	\$44.80
CRESTRON	USB TO ETHERNET ADAPTER FOR CONTROL ISOLATION	1	\$50.00	\$50.00
CRESTRON	WIRELESS PRESENTATION GATEWAY	1	\$1,581.25	\$1,581.25
CRESTRON	70V POWER AMPLIFIER	2	\$550.00	\$1,100.00
CRESTRON	DISTRIBUTION AMP 1 TO 8 HDMI W/4K60 4:4:4 & HDR SUPPORT	1	\$687.50	\$687.50
CRESTRON	6.5" SAROS 2-WAY IN-CEILING SPEAKER	8	\$158.75	\$1,270.00
CRESTRON	OFFLINE USB DONGLE LICENSE	1	\$93.75	\$93.75
CRESTRON	COMPUTER WITH CRESTRON VIRTUAL CONTROL SERVER SO	1	\$1,875.00	\$1,875.00
DECIMATOR	4K CROSS CONVERTER W/SCALING & FRAME RATE	1	\$568.98	\$568.98
GLOBAL CACHE	10-SLOT CHASSIS W/LAN, 4X RS232, 1X IR AND 4X RELAY, 1RU	1	\$989.44	\$989.44
LOGITECH	10" TAP IP TOUCH SCREEN (ZOOM MEETINGS CONTROLLER - PLACED INSIDE THE CONTROL ROOM)	1	\$645.70	\$645.70
MIDDLE ATLANTIC	FLOOR STANDING AV RACK CASTER BASE, 20" DEEP	1	\$222.60	\$222.60
MIDDLE ATLANTIC	20" DEEP 40RU FLOOR STANDING AV RACK, NO DOORS	1	\$665.40	\$665.40
MIDDLE ATLANTIC	SET OF RACK COOLING FANS W/CONTROLLER	1	\$565.80	\$565.80
MIDDLE ATLANTIC	40RU SET OF REAR RACK RAILS	1	\$84.60	\$84.60
MIDDLE ATLANTIC	1RU BLANK PLATE, PACK OF 12	2	\$88.20	\$176.40
MIDDLE ATLANTIC	SET OF 1.5" OFFSET LACING BARS	1	\$83.40	\$83.40
MIDDLE ATLANTIC	VERTICAL POWER SURGE PROTECTOR W/24 OUTLETS	2	\$180.00	\$360.00

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Mfg	Description	Qty	Unit Price	Extended Price
MIDDLE ATLANTIC	1RU UNIVERSAL VENTILATED RACK SHELF	3	\$45.29	\$135.87
MIDDLE ATLANTIC	1RU VENTILATED RACK PLATE	6	\$16.20	\$97.20
NETGEAR	40-PORT POE+ SWITCH FOR DANTE AUDIO, VIDEO AND CONTROL	1	\$2,146.40	\$2,146.40
NETGEAR	DUAL BAND GIGABIT WAP	1	\$114.27	\$114.27
OFE	24" DESKTOP MONITOR (NEW EQUIPMENT - OWNER FURNISHED) (Owner Furnished Equipment)	2	OFE	OFE
OFE	PC W/INTEL i7, 8GB RAM, WINDOWS 10 64BIT, NVIDIA GPU (REQUIRED FOR CAMERA PRESETS CONTROL SOFTWARE) (Owner Furnished Equipment)	1	OFE	OFE
OFE	VIDEO CONFERENCING DESKTOP W/DUAL HDMI OUTPUT (REQUIRES 4 USB PORTS - ZOOM LICENSE FURNISHED BY THE CLIENT) (Owner Furnished Equipment)	1	OFE	OFE
PANASONIC	AUTO TRACKING SOFTWARE FOR PANASONIC PTZ CAMERA	1	\$1,517.91	\$1,517.91
PEERLESS	VERTICAL DUAL MONITOR DESKTOP STAND	1	\$397.32	\$397.32
QSC	AEC DSP	1	\$1,625.00	\$1,625.00
QSC	SOFTWARE LICENSE, Q-SYS DANTE 64x64 CHANNEL, PERPETUAL	1	\$1,337.50	\$1,337.50
QSC	UCI SOFTWARE LICENSE, Q-SYS CORE	1	\$86.88	\$86.88
QSC	SCRIPTING SOFTWARE LICENSE, Q-SYS CORE	1	\$173.13	\$173.13
RADIO DESIGN LABS	DUAL XLR AUDIO OUT PRESS PLATE (NO VIDEO), WHITE (TO BE INSTALLED IN FRONT OF THE CONTROL ROOM WINDOW)	1	\$26.68	\$26.68
RADIO DESIGN LABS	2-GANG TABLETOP ENCLOSURE, WHITE (PLACED ON TOP OF THE COUNTER FOR LAPTOP ACCESS)	1	\$86.28	\$86.28
WYRESTORM	2-GANG 4K HDMI ENCODER WALL PLATE (PLACED ON TOP OF THE COUNTER FOR LAPTOP ACCESS)	1	\$1,065.33	\$1,065.33
WYRESTORM	ENCODER/DECODER RACK MOUNT, 6RU, 12 UNITS	1	\$264.00	\$264.00
WYRESTORM	DECODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (1X PANASONIC SWITCHER FEED, 1X AUDIO EXTRACT, 1X CONTENT INGEST LOGI, SPARE)	4	\$793.33	\$3,173.32
WYRESTORM	ENCODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (1X CONTROL ROOM FEED, 1X AIR MEDIA, 1X SCALA FEED, 1X SMART HUB FEED, SPARE)	5	\$793.33	\$3,966.65
WYRESTORM	CONTROLLER FOR NETWORK HD 500 SERIES, POE, 1RU	1	\$665.33	\$665.33
WYRESTORM	CHASSIS BLANKING PLATE	3	\$25.33	\$75.99
	*** Walls & Ceiling Equipment ***			
AVISPL	CAT6 SHIELDED CABLE, BLUE, 1000' REEL	1	\$534.53	\$534.53
AVISPL	3' NANOFLEX 4K HDMI CABLE	1	\$14.65	\$14.65
CHIEF	UPPER SUSPENDED PROJECTOR MOUNT (PLACED ABOVE THE CEILING TILES GRID)	1	\$195.43	\$195.43
CHIEF	PROJECTOR COLUMN DECORATIVE TRIM RING, WHITE	1	\$15.47	\$15.47

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Mfg	Description	Qty	Unit Price	Extended Price
CHIEF	3" PROJECTOR EXTENSION COLUMN, WHITE	1	\$19.54	\$19.54
PANASONIC	4K 30P PTZ CAMERA W/HDMI/SDI OUTPUTS, WHITE	3	\$4,009.75	\$12,029.25
PREMIER	LOWER UNIVERSAL PROJECTOR MOUNT, WHITE	1	\$122.67	\$122.67
PTZ OPTICS	50' 3G-SDI CABLE, PLENUM WHITE	1	\$145.00	\$145.00
PTZ OPTICS	75' 3G-SDI CABLE, PLENUM WHITE	2	\$199.00	\$398.00
SONY	6000 LUMENS NATIVE WUXGA LASER PROJECTOR W/LENS (5-YEAR WARRANTY)	1	\$5,846.15	\$5,846.15
TITUS	"MUTE" STATUS SIGN POWER SUPPLY	1	\$35.71	\$35.71
TITUS	"MUTE" STATUS CUSTOM RED/GREEN LED CEILING SIGN	1	\$376.92	\$376.92
VADDIO	CAMERA WALL MOUNTING ASSEMBLY, WHITE	3	\$148.25	\$444.75
WYRESTORM	DECODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (PROJECTOR)	1	\$793.33	\$793.33
	*** Podium Equipment ***			
AVFI	PODIUM WITH UP/DOWN FUNCTIONALITY AND CABLE CUBBY, FINISH TB	1	\$2,723.33	\$2,723.33
AVISPL	6' NANOFLEX 4K HDMI CABLE (CABLE CUBBY)	1	\$18.32	\$18.32
AVISPL	6' MICROFLEX 4K USB-C TO HDMI CABLE (CABLE CUBBY)	1	\$36.39	\$36.39
CLOCKAUDIO	MICROPHONE, SEMI RIGID SHAFT, HALO, 5 PIN XLR W/RF FILTER	1	\$396.80	\$396.80
CLOCKAUDIO	MOUNT, SHOCK ABSORBING BASE, BLACK W/MUTE LOGIC	1	\$314.40	\$314.40
EXTRON	4" ROUND CUBBY W/POWER OUTLET	1	\$280.00	\$280.00
KEY DIGITAL	DUAL HDMI AUTO SWITCHER	1	\$270.67	\$270.67
TRIPPLITE	6 POWER OUTLETS W/6' CORD METAL POWER STRIP	1	\$46.83	\$46.83
WYRESTORM	ENCODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0	1	\$793.33	\$793.33
	*** Discussion Panel ***			
AVISPL	QUICK RECHARGABLE AA BATTERIES, SET OF 4	4	\$37.32	\$149.28
PANASONIC	MICROPHONE, 18" GOOSENECK	8	\$249.40	\$1,995.20
PANASONIC	WIRELESS BASE FOR GOOSENECK MICROPHONE	8	\$523.48	\$4,187.84
PANASONIC	WIRELESS MICROPHONE ANTENNA	1	\$193.80	\$193.80
PANASONIC	MIC RECEIVER, WIRELESS 4 CH W/DANTE	1	\$2,415.61	\$2,415.61
PANASONIC	4-CHANNEL WIRELESS MICROPHONE EXPANSION RECEIVER	1	\$1,835.43	\$1,835.43
PANASONIC	CHARGER, 4-PORT NETWORKED FOR WX-ST SERIES	2	\$1,040.37	\$2,080.74
	*** Timer System ***			
ALZATEX	4-DIGIT COUNTDOWN CLOCK WITH 4" HIGH SEGMENT DIGITS	2	\$618.75	\$1,237.50

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Mfg	Description	Qty	Unit Price	Extended Price
	(1X FRONT SOFFIT, 1X REAR SOFFIT)			
ALZATEX	SIX PORT RS422 EXTENDER	1	\$281.25	\$281.25
ALZATEX	TABLETOP RGY INDICATOR UNIT WITH DOME LEDS, BLACK (PODIUM)	1	\$211.44	\$211.44
ALZATEX	15VDC, 24W WALL POWER SUPPLY	1	\$55.25	\$55.25
	*** PRICING BASED ON TIPS CONTRACT #200904 ***			
Subtotal				\$89,628.61

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months		\$8,672.80
	Equipment Total	\$89,628.61
	Installation Materials	\$3,878.11
	Professional Services	\$41,750.00
	Direct Costs	\$0.00
	General & Administrative	\$4,208.17
	Services - Room Support and Maintenance	\$8,672.80
	Subtotal	\$148,137.69

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Services and Support

Global Support and Maintenance

AVI-SPL’s Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Our offering provides positive business outcomes by ensuring your collaboration technology solutions work as expected for end users. Support minimizes system downtime and maximizes system performance, meeting your organization’s collaboration objectives.

AVI-SPL provides 24x7 support and certifications in a diverse set of competencies that cover your entire organization. With 800+ full-time employees dedicated to service delivery distributed between our four GSOCs and local offices around the world, we have the ability to meet your local and global needs.

Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		●	●
Unlimited Onsite Support, 8x5			●
In Manufacturer-Warranty Hardware	●	●	●

Support Services are provided on a per-room or per-project basis.

Essential (Time and Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

Enhanced

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.

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Elite

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

AVI-SPL Global Support and Maintenance PLUS Options

Plus Options are available at an additional cost.

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment
Preventative Maintenance Check	Consumable Replacement

Extended Hardware Warranty*

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

*Owner Furnished Equipment not Included

Enhanced On-site Response

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

*Not available in all areas. Subject to AVI-SPL approval

Preventative Maintenance Check

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

- **New Offering:** Add a sanitizing deep clean to your preventative maintenance visit. Our manufacturer-approved sanitizing methods ensure your surfaces are safe while not damaging your technology.

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Corrective Maintenance Visit

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

Consumable Replacement

Proper maintenance is essential to ensuring equipment reaches its maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

*Not available in all areas. Subject to AVI-SPL approval

Managed Services

AVI-SPL’s Managed Services provides technical know-how and purpose-built management tools that **improve the user experience, increase reliability, and reduce IT administrative cost** for collaboration environments of all sizes and complexity.

Collaboration technologies are rapidly evolving. Demands for easy-to-use and reliable communication tools are increasing exponentially. IT teams struggle to support a landscape of platforms, cloud services, room technologies, and solution-based management tools that continuously change. AVI-SPL’s Managed Services solves these IT team challenges, providing the technical specialists and a holistic management tool. This streamlines management, improves support responsiveness, and aligns the specific technical expertise needed to ensure your business communications tools are available when you need them.

AVI-SPL’s Managed Services is a cloud-based solution with Global Service Operations Centers (GSOC) distributed across the globe. Our team of audio-visual and UCC-certified technicians operate 7x24x365 and follow ITIL best practices. Powered by AVI-SPL Symphony, this team supports the world’s largest and most complex collaboration environments.

Symphony is AVI-SPL’s proprietary user experience management application. Architected from its core to be extendable, scalable, vendor agnostic, and secure, Symphony is the dynamic management application that responds to the collaboration challenges of today and tomorrow. Combining our 40+ years of collaboration experience with the power of single-pane insight enables AVI-SPL to improve the collaboration experience and deliver the reliable business benefits expected from your investment.



All of this with a year-over-year customer satisfaction rating average of 94%.

Managed Services Starter Package

AVI-SPL’s Managed Services solution includes **device monitoring and control, reporting, analytics, and technical incident management support services**. Because it is a cloud-based solution, deployment is both easy and flexible. The Symphony

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platform allows for configurable parameters to accommodate workflow, environment, interface, and incident management processes to meet your desired experiences and environments.

Inherently scalable, Managed Services is offered as a comprehensive starter package consisting of the core technical support services and software-based toolsets necessary for a successful collaboration experience. The starter package, available with flexible term options, supports up to 25 rooms inclusive of all audio-visual and video conferencing room devices. Our Managed Services can easily scale to support additional rooms, infrastructure devices, third-party integration, third-party cloud administration services, and full-featured video conferencing support and conference automation.

Symphony monitors all IP-enabled room devices, including AV and video conferencing devices, persistently verifying equipment is ready for use and operating within desired parameters.

When a threshold-based condition is detected, Symphony generates an alert and corresponding ticket. The global AVI-SPL technical help desk performs its investigation and manages the incident through resolution.

Symphony provides management reporting and analytics for real-time insights into inventory, users, incidents, and usage. Our services managers work directly with customer-service owners and stakeholders to foster continual improvement in their management philosophy, and proactively identify experience, environment, and cost optimization opportunities.

Starter Package Included Services

- Room monitoring and control – up to 25 rooms
- Alerting, ticking and incident management
- Portal reporting and analytics
- Symphony cloud connector
- Remote connectivity services

Included Customizations

- Customized portal and email logos
- User registration process
- Monitoring thresholds and restrictions
- LDAP integration for single sign on

Service with Insight

AVI-SPL's Managed Services Service includes a robust suite of online analytics and reporting available on a 7x24 basis. Access to reports is controlled by individual user account, and permissions can be granted by the AVI-SPL help desk or by any customer user who is set up as an account administrator.

- **Analytics** – display data in a dashboard format, providing a visual representation of the data in chart/graph format. Flexible date ranges are supported. Each chart is dynamically customizable, with options to change visualization type, filtering, and, where applicable, drill down/drill up features. Full dashboards or individual dashboard charts can be copied or printed.
- **Reports** – display data in a traditional report tabular format. Data can be manipulated within the report to sort, filter, and change date range criteria. Data can be copied from the interface or exported into a .xlsx or .csv format.

Service Management Support

The AVI-SPL Account team is responsible for assuring customer satisfaction and provides the following account team resources:

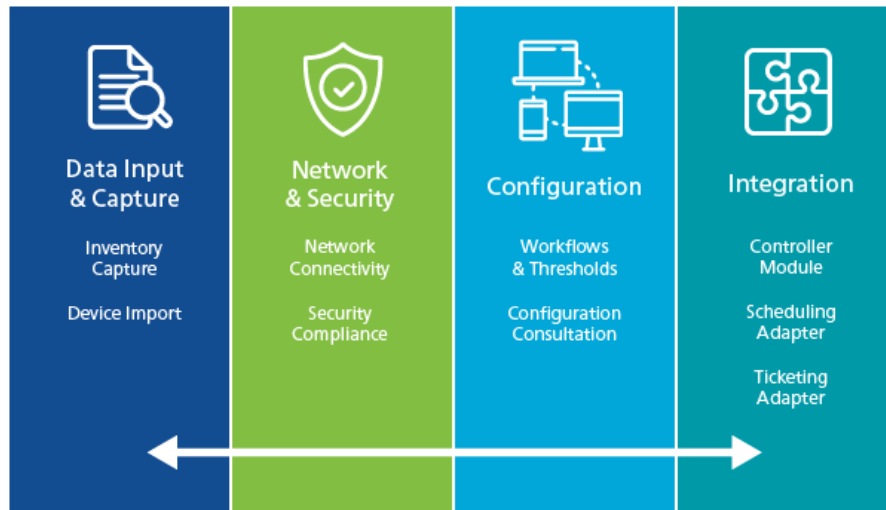
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- **Account Manager (AM)** – responsible for the overall customer relationship, the account manager ensures AVI-SPL solutions meet customer business needs. Account managers provide life cycle relationship management, working to ensure the solution evolves with changing environments as well as with customer collaboration support strategies.
- **Service Delivery Manager (SDM)** – responsible for ongoing service quality assurance, the SDM provides direct customer support for service billing inquiries, subscription monitoring, Symphony release and maintenance notifications, service performance monitoring, reporting, and end-user web-based training.

Symphony - Simple from the Start

Every Symphony subscription service is assigned an AVI-SPL project manager and service readiness engineer to ensure your success during the first 90 days of service transition.

The project manager will provide you with expert guidance. They will assist you with gathering the required service



information and with configuring your Symphony environment so that it aligns with your business rules.

Our project management team is your single point of contact for data, network and security, and configuration. Our complete integration management ensures our project resources are coordinated and aligned with your project stakeholders.

Managed Services: Available Options

Private Cloud

Managed Services Private Cloud provides an exclusive cloud environment dedicated to the subscribed customer. Hosted in AWS, Managed Services Private Cloud offers enhanced security, flexibility, and data control. Based on customer need, private cloud instances may be hosted in North America or EMEA.

Additional Rooms

Symphony scales to any size environment. Room subscriptions can be added at any time, with package options for an additional 25, 100 or 250 rooms.

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Infrastructure Monitoring and Support

Add infrastructure devices for monitoring and support and control to the Starter Package subscription. The infrastructure license provides monitoring and support services for up to 10 infrastructure devices, including video bridge and call control devices.

Ticket Adapter License

Integrate your support workflow seamlessly with the Symphony Ticket Adapter License (TAL). TAL provides bi-directional synchronization of tickets between Symphony and third-party ticketing systems like ServiceNow and Salesforce.com.

Scheduling Adapter License

Simplify room and conferencing scheduling with the Symphony Schedule Adapter License (SAL). SAL provides uni-directional calendaring integration between Symphony and third-party scheduling systems, including Office 365.

Automated Conferencing

Symphony delivers a robust suite of conference automation capabilities, including web-based reservations and automated conference launching that includes special handling rules for VIP conferences.

Producer Attended Conferencing

For solutions that include video bridging infrastructure, the customer can schedule a live AVI-SPL conference producer for a setup meet-and-greet, or to be present throughout your entire conference.

Conference Recording Services

Conference recording is available on a conference-by-conference basis for any scheduled producer-attended conferencing. Conference recording is enabled from the AVI-SPL cloud with no hardware or software requirements for the customer. Recording fees are based on a pay-as-you-go hourly basis. Recordings are hosted for 30 days, during which time they are available for streaming and downloading.

Cloud Video Bridging Services

Cloud Video Bridging Services is ideal for customers who do not wish to invest in video infrastructure or who are looking migrate to Infrastructure as a Service (IaaS) solutions. Managed Services customers who subscribe to Cloud Video Bridging Services can elect from a usage or flat rate billing program. Conference support options include fully automated or high-touch attended conference on a conference-by-conference basis. Either conference experience is supported on a 7x24 basis by a live technical help desk for in-conference assistance.

Connectivity and Security Options

While going to the cloud is a significant business trend, not all organizations allow connectivity over the public internet. AVI-SPL offers a variety of secure connectivity options, including IPSec VPN connections or network termination services for customer-supplied dedicated circuits.

End-User Training

Remote end user training is an available option for purchase by SYaaS customers. End-user training is delivered via webinar for up to 25 participants.

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Leasing Through AVI-SPL

With the power of [AVI-SPL's Global Financial Services](#) on your side, you'll reduce the total cost of ownership of the technology solutions you rely on for business success. By financing your technology through our leasing program, you minimize costs while conserving capital for daily business needs and other strategic investments.

Your hardware, software, support, and services can be combined into one convenient, predictable monthly payment. And you can refresh to new technology that matches your future business needs while avoiding expensive support renewals.

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AVI-SPL Symphony: User Experience Management Application

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony’s simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

Integrated Workflow



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.

Actionable Business Intelligence



Technology investments are targeted to enable business success. It’s important that you know where your teams are engaging with technology, how your technology is fairing, and that you’re maximizing technology and real estate investment. Symphony provides the data behind your environments – you’ll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.

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Technology Training

When investing in technology, you need to ensure adoption and utilization by your workforce to maximize ROI. We want your deployment to be a success and engagement an enjoyable experience for your end user. Each company has unique needs and workforce composition, so each training approach will be custom designed to your company.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Assessment and Feedback Surveys
- Quick Reference Guides

Collaboration Services

AVI-SPL's Cloud Collaboration Services empower the people in your organization to work effectively together by providing useful, reliable, and intuitive communication tools. This goal is made even easier through collaboration services that do away with the need to purchase infrastructure and that put the power of collaboration in the hands of your team members.

These services include:

- Hosted Infrastructure Services (registration and call control)
- Concierge scheduling and production of your video conferencing calls through our Symphony® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution

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Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term

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specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise,

Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

9. Service Level Agreement

Help Desk response: Seller’s Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk’s determination that a dispatch is required, Seller’s field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer’s room availability, the requirement for replacement parts, and the reliance on a Buyer’s third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller’s employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer’s repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image “burn-in”; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller’s prior written approval are

at Buyer’s sole risk and expense. If, in Seller’s reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller’s assistance to correct the issue, Seller’s assistance will be billable at Seller’s then-current time and material rates.

11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer’s receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller’s confirmation of Buyer’s order. Any services provided that are not included in the Services will be billable as incurred.

12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer’s early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

13. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller’s onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer’s applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer’s written consent prior to providing the parts and / or services, which will be billable at Seller’s then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer’s data or to restore data that is lost in the course of Seller’s provision of Services, or otherwise. Seller will not be liable for the loss of Buyer’s data, whatever the reason for the loss, including without limitation as a result of Seller’s negligence. The preceding limitation applies to any cause of action,

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whether based in contract, tort, or any other theory.

14. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

15. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

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General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the “Terms and Conditions”) and the accompanying Audiovisual Solutions Proposal (the “Proposal”) are the only terms and conditions which govern the sale of the equipment and any related software (the “Products”) and services (the “Services”) specified in the Proposal by AVI-SPL LLC (“Seller”) to the buyer/customer identified in the Proposal (“Buyer”). Seller and Buyer may be individually referred to as a “Party” and collectively as “Parties.”

1.2 The Terms and Conditions and the Proposal (collectively, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Buyer’s signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer’s acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer’s purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer’s compliance with Seller’s reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller’s reasonable control and without Seller’s fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller’s vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller’s reasonable control and without Seller’s fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer’s receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys’ fees). In the event of Buyer’s default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer’s obligations.

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer’s or Seller’s software license (if applicable) and a purchase money

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security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

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notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

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Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of: Signed, sealed and delivered by:

_____ Witness #1 Print Name: ____ Print Name: _
Title: . Witness #2 Print Name: ____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of ____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by____
_____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type
as Commissioned)

____ Personally known to me; or
____ Produced identification (Type of Identification: __)
____ Did take an oath; or
____ Did not take an oath



MEMORANDUM

ITEM NO. 3E.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Hector Gomez, Acting Town Manager
Date: March 14, 2023
Subject: **FY 2023 Budget Amendment Resolution No. 5**

Town Administration recommends approval of this resolution.

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

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2023 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

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

Staff has reviewed FY 2023 actual revenues and expenditures and recommends a change to the FY 2023 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$51,000 of fund balance to provide additional funding for grant consulting professional services including comprehensive post award support for contract administration and project management services.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to:

1. Appropriate \$108,960 of fund balance to provide additional funding for:
 - a. Professional engineering services additional needs of \$45,000 for the Dune Resiliency & Beautification project;
 - b. Town Commission Chambers AVI equipment upgrade additional needs of \$48,000;
 - c. Fire alarm panel upgrade for Proposal No. 023-0131-01 Change Order No. 4 additional scope of \$15,960.

[Resolution Approving Budget Amendment No.5](#)

[Attachment A - FY2023 Budget Amendment No. 5.pdf](#)

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2022, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2022-2922 approving the budget for Fiscal Year 2023 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to appropriate \$51,000 of fund balance to provide additional funding for grant consulting professional services, as detailed in Attachment “A,” attached hereto; and

WHEREAS, the Capital Projects Fund is being amended to appropriate \$108,960 of fund balance to provide additional funding for (1) Professional engineering services additional needs of \$45,000 for the Dune Resiliency & Beautification project; (2) Town Commission Chambers AVI equipment upgrade additional needs of \$48,000; and (3) Fire alarm panel upgrade additional scope of \$15,960, allas detailed in Attachment “A,” attached hereto; and

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

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

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

Section 2. Approving Amended Budget; Budget Amendment No. 5. That the Town Commission approves the 2023 fiscal year budget amendment provided for in Attachment "A" attached hereto.

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

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

PASSED AND ADOPTED on this 14th day of March, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeff Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2022/2023
 BA No. 5
 001 General Fund
 301 Capital Projects Fund

3/14/2023

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001-511-392-00-00	Appropriated Fund Balance	Appropriate for additional needs.	\$ 3,070,180	\$ 51,000		\$ 3,121,180
TOTAL	GENERAL FUND REVENUES			\$ 51,000	\$ -	
EXPENDITURES						
001-2000-512-31-10	Professional Services	Grant consulting services additional needs.	\$ 30,000	\$ 51,000		\$ 81,000
TOTAL	GENERAL FUND EXPENDITURES			\$ 51,000	\$ -	

CAPITAL PROJECTS FUND						
REVENUES						
301-590-392-00-00	Appropriated Fund Balance	Appropriate for additional needs.	\$ 12,041,873	\$ 108,960		\$ 12,150,833
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$ 108,960	\$ -	
EXPENDITURES						
301-4400-539-63-30	Dune Resiliency	Professional engineering services for Dune Resiliency & Beautification project - additional needs	\$ 72,000	\$ 45,000		\$ 117,000
301-4400-539-64-10	Capital Outlay - Machinery & Equipment	Town Commission Chambers AVI equipment upgrade additional needs	\$ 95,000	\$ 48,000		\$ 143,000
301-4400-539-64-10	Capital Outlay - Machinery & Equipment	Fire alarm panel upgrade Change Order No. 4 additional scope	\$ 5,139	\$ 15,960		\$ 21,099
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 108,960	\$ -	



MEMORANDUM

ITEM NO. 4A1.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Acting Town Manager Hector Gomez
Date: March 14, 2023
Subject: **Ordinance Amending Seawall Height**

Based on the reporting conducted by Nova Consulting, Town Staff recommends that:

- A minimum top of seawall elevation of 8.05 feet NGVD29 (6.5 feet NAVD88).
- A new seawall built to this height should also be structurally rated to support two (2) additional feet of height in the future (8.5 ft NAVD88) to provide an additional level of protection and extend the life of the seawall; and
- A maximum top of seawall elevation of 10 feet NGVD29 (8.5 feet NAVD88), not exceeding the Design Flood Elevation.

These requirements would be triggered when a property owner submits a permit application for a seawall improvement, any repairs or renovations that affect more than 50% of the lineal feet of the seawall, a new home or when improvements to the home exceed 50% of the existing value of the home. These recommended minimum heights conform to the current Base Flood Elevation (BFE) of 8 FT NGVD as determined by FEMA for Surfside. The maximum seawall elevation of 10 FT NGVD conforms with current Design Flood Elevation (DFE). Based on this information, Town Staff recommends that the Code language refer to the minimum required seawall height as the BFE determined by FEMA and the maximum as DFE determined by the Town, instead of simple numbers. This will allow for seawall heights to adjust as other regulations may change.

At first reading on February 14, 2023, the Town Commission directed changes to the proposed ordinance, which changes were presented to the Planning & Zoning Board on February 23, 2023. The Planning & Zoning Board recommended approval of the Ordinance as presented. The changes between first and second reading to the Ordinance are highlighted and marked on the attached Ordinance presented for second reading.

Seawalls are built to protect areas of human habitation along the coast against tides, waves and sea level rise. Although the publicly owned seawalls were improved recently, the majority of seawalls in Surfside are privately owned. Sections 90-60.2(2)c and 90-63.4 of the Zoning Code require a seawall height of "five feet above mean low water". (See Attachment A) At

present, NOAA defines mean low water as .13 NAVD88. This means that the current minimum height for seawall is 5.13 NAVD88.

Nova Consulting reviewed local municipal ordinances and design guidelines for the regulation of seawall heights for new seawall construction and repair of existing seawalls. Municipalities included the City of Fort Lauderdale, Broward County, the City of Miami, the City of Miami Beach, Miami-Dade County, and the City of Delray Beach. Please see Attachment B for the full report and comparison table on page 5.

[Attachment A - Zoning Code Sections on Seawall Heights.docx](#)

[Attachment B - Regional Seawall Height Comparison Report by Nova Consulting](#)

[Ordinance Seawall Heights](#)

Exhibit A - Zoning Code Sections

Section 90-60.2(2)c

No permit shall be issued for the construction of a bulkhead, seawall or other shore protection work, unless the plans and specifications of the bulkhead, seawall or other shore protection work show that the bulkhead, seawall or other shore protection work is so located as not to extend outward beyond the Indian Creek bulkhead line as heretofore established, and shall show that the bulkhead, seawall or other shore protection work will be constructed of pre-cast concrete slab or reinforced concrete and shall have an elevation of not less than plus five feet above mean low water, U.S. Engineering Department Biscayne Bay Datum, and shall be of sufficient depth below mean low water to ensure the retention of all fill or soil on the landward side thereof, and of sufficient weight and strength to withstand hurricanes, windstorms and high tide waters and waves incident thereto.

Section 90-63.4

The elevation of the top of all seawalls fronting on the waters of Biscayne Bay, Indian Creek and Point Lake shall be plus five feet above mean low water.

SEAWALL HEIGHT CRITERIA

Town of Surfside, Florida

Prepared for

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Prepared by



Nova Consulting
10486 N.W. 31st Terrace
Miami, Florida 3317

January 20, 2023

Nova Project No. 325-01-07

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FIGURES

- Figure 2-1 Unified Sea Level Rise Projection
- Figure 2-2 Interagency Sea Level Rise Projections for Virginia Key, Florida

TABLES

- Table 3-1 Minimum Top of Seawall Elevations of Local Municipalities

1 INTRODUCTION

The Town of Surfside (the Town) has identified the need to develop a Town Ordinance setting a minimum, and potential maximum, seawall height for new construction and repairs of seawalls. Sections 90-60.2(2)c and 90-63.4 of the Town's Zoning Code currently require a seawall height of "five feet above mean low water". With a mean low water for the coastal area of Surfside defined by the National Oceanic and Atmospheric Administration (NOAA) as 0.13 ft NAVD88, the current minimum height for a seawall with the Town is 5.13 ft NAVD88 (1.53 ft NGVD29). Other local municipalities in south Florida require minimum seawall heights ranging between 5.7 ft NAVD88 (2.1 ft NGVD29) and 6.0 ft NAVD88 (2.4 ft NGVD29). In addition, new seawall permits have recently been approved in the Town for 10.86 ft, 11.10 ft, and 13.50 ft NAVD88 (7.26 ft, 7.50 ft, and 9.90 ft NGVD29).

The objective of this desktop review of seawall height ordinances elsewhere in the region is to assist the Town in developing allowable minimum and maximum seawall heights to be implemented within the Town.

2 CURRENT SEA LEVE RISE PROJECTIONS

Nova reviewed readily available data on sea level rise and projections as they relate to South Florida. Sources reviewed included the Southeast Florida Regional Climate Change Compact (the Work Group), the Intergovernmental Panel on Climate Change (IPCC), and NOAA. Data review focused on the 50-year planning horizon for the design life of a typical seawall.

The Work Group's 2019 Unified Sea Level Rise Projection for Southeast Florida reported that sea level is projected to rise 21 to 54 inches above 2000 mean sea level by 2070 (Southeast Florida Regional Climate Change Compact, 2020). The 50-year design life of a typical seawall classifies them as non-critical infrastructure, as critical projects include those projects which are not easily replaceable or removable, have a long design life (more than 50 years), and are interdependent with other infrastructure or services. The range recommended by the Work Group for non-critical infrastructure in service during or after 2070 utilizes the IPCC median curve (IPCC, 2014) as the lower range and the 2017 NOAA Intermediate-High Curve (Sweet et al., 2017) as the upper range, as shown in Figure 2-1. Taking this into account, the sea level rise projections applicable for seawalls is 21 to 40 inches.

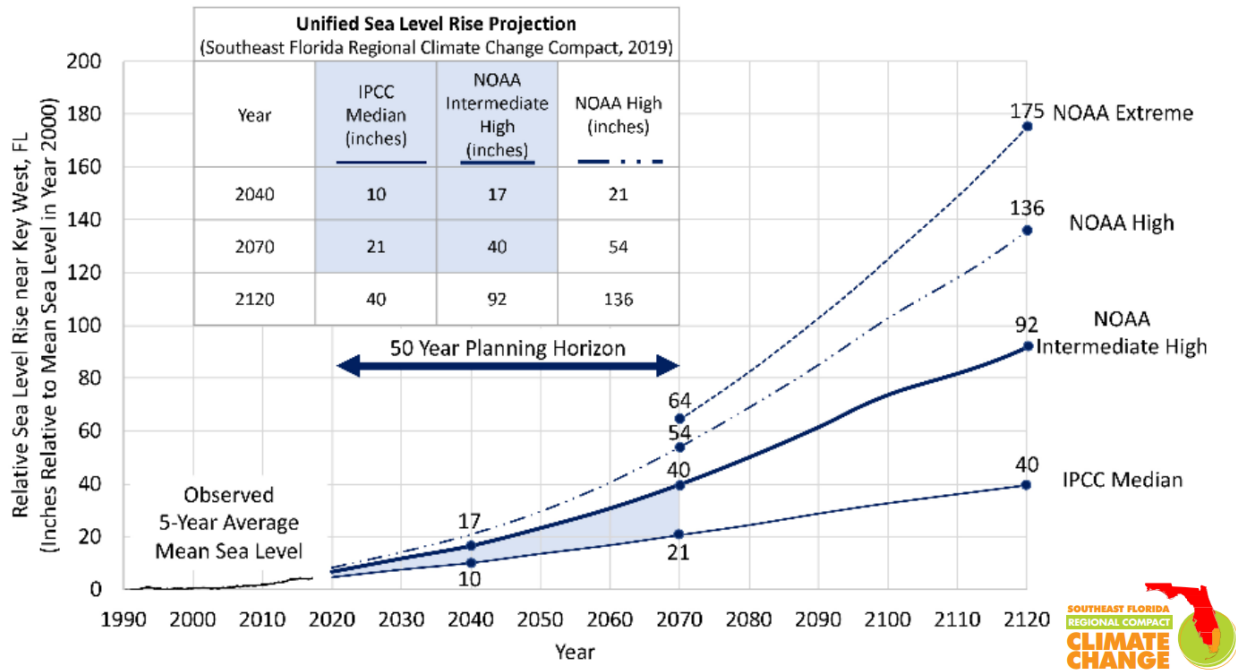


Figure 2-1 Unified Sea Level Rise Projection (Southeast Florida Regional Climate Change Compact, 2019)

The Work Group recommends the use of the NOAA High curve, the NOAA Intermediate High curve, and the median of the IPCC Fifth Assessment Report (AR5) RCP 8.5 scenario (IPCC, 2013) as the basis for a Southeast Florida sea level rise projection for the 2040, 2070 and 2120 planning horizons. Since the Work Group’s 2019 report, IPCC has released an updated Sixth Assessment Report (AR6) and NOAA has released an updated 2022 Global and Regional Sea Level Rise Scenarios for the United States. An Interagency Sea Level Rise Scenario Tool has been developed which incorporates the updates from these most recent IPCC and NOAA reports. The predicted sea level rise scenarios for Virginia Key, FL, the closest gauge to the Town of Surfside, are shown in Figure 2-2. The interagency tool projects sea level to rise 13 inches (1.12 feet) to 39 inches (3.28 feet) by 2070, which is lower than the Work group’s 2019 projection.

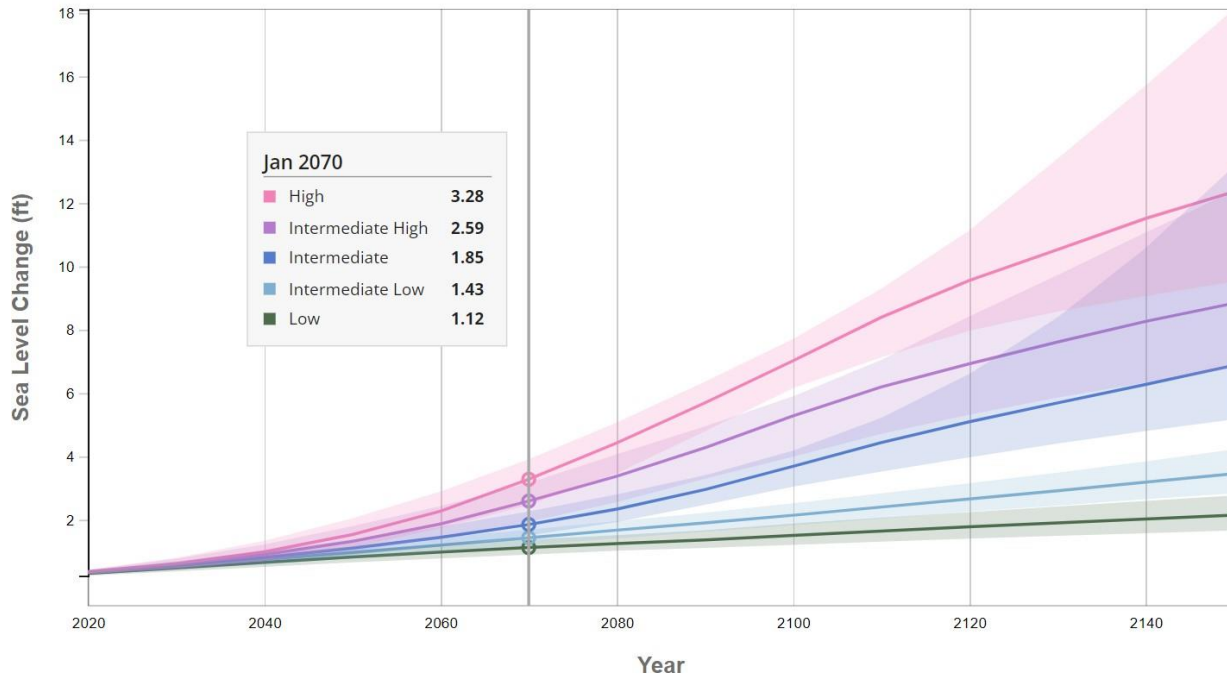


Figure 2-2 Interagency Sea Level Rise Projections for Virginia Key, Florida (NASA, 2023)

3 LOCAL MUNICIPAL SEAWALL ORDINANCES

Nova reviewed local municipal ordinances and design guidelines for the regulation of seawall heights for new seawall construction and repair of existing seawalls. Municipalities included the City of Fort Lauderdale, Broward County, the City of Miami, the City of Miami Beach, Miami-Dade County, and the City of Delray Beach.

In 2016, the City of Fort Lauderdale updated its seawall ordinance in response to flooding which occurred in 2015 during the seasonal King tides. The ordinance requires that the top surface of seawalls have a minimum elevation of 0.3 feet NGVD29 (3.9 feet NAVD88), and a maximum elevation of 1.4 feet NGVD29 (5.0 feet NAVD88) not exceeding the base flood elevation (BFE). The ordinance also encourages seawalls constructed lower than 5.0 feet NAVD88 to have the foundation designed to accommodate a future seawall height extension up to the minimum elevation of 5.0 feet NAVD88. Nancy Gassman, assistant public works director, explained that the maximum height is imposed to prevent stormwater runoff from flooding homes (Swanson, 2016).

In 2020, Broward County adopted Land Use Policy 2.21.7, the first countywide policy establishing tidal flood barrier infrastructure standards to mitigate high tide flooding associated with realized and additional sea level rise through the year 2070. The regional standard was informed by technical work undertaken with support from the U.S. Army Corps of Engineers (USACE) as part of the joint Broward County/USACE Flood Risk Management Study for Tidally Influenced Coastal Areas. The policy is based on the estimated rise of sea level to over two feet by 2070. The ordinance set a minimum elevation of 1.4 feet NGVD29 (5.0 feet NAVD88) for coastal infrastructure within tidally influenced areas. No maximum elevation was established.

In 2020, the City of Miami Commission adopted an ordinance requiring that the top elevation of new seawalls, bulkheads, living shorelines or other shoreline protection structures or elements fronting the Miami River or its tributaries must be constructed to a minimum elevation of 4.0 feet NAVD88, designed and constructed with the ability to be incrementally raised a minimum of two feet above their initial designed and constructed elevation to mitigate high tide flooding associated with realized and additional sea level rise through the year 2070. For all other tidally influenced areas or shoreline properties, seawalls must be constructed with a minimum top elevation of 6.0 feet NAVD88. No maximum elevation was established.

In 2021, the Miami Beach City Commission adopted an ordinance modeled after seawall ordinances adopted by Broward County and the City of Fort Lauderdale. Under the new ordinance, all new seawalls must be constructed to a minimum elevation of 5.7 feet NAVD88 or 4.0 feet NAVD88 if designed to support a future elevation of 5.7 feet NAVD88. This ordinance is based on the estimated increase in sea level of approximately 10 to 17 inches by 2040, 21 to 40 inches by 2070, and 40 to 92 inches by 2120. No maximum elevation was established.

Miami-Dade County currently has not adopted a seawall ordinance specifying minimum or maximum elevations.

In 2021, the City of Delray Beach also adopted a seawall height ordinance. The regulations require that the owners of new construction properties build seawalls with a minimum top elevation of 0.4 feet NGVD29 (4.2 feet NAVD88). If the seawall is built under 4.2 feet, it must be designed such that it can be raised to meet the regulation. Delray Beach also enforces a maximum allowable seawall height. For properties in a floodplain with a BFE greater than or equal to 1.4 feet NGVD29 (5.0 feet NAVD88), the maximum seawall elevation is equal to the BFE of the property. For properties within floodplains that have a BFE equal to 0.4 feet NGVD29 (4.0 feet NAVD88), the maximum seawall elevation is 1.4 feet NGVD (5.0 feet NAVD88). For property's not in a floodplain (in Zone X), the maximum seawall height is at grade as determined by the City Code.

The minimum elevations of seawalls specified by local municipalities is shown in Table 3-1.

Table 3-1 Minimum Top of Seawall Elevations of Local Municipalities

Municipality	Minimum Top of Seawall Elevation (ft NGVD29)	Minimum Top of Seawall Elevation (ft NAVD88)	Maximum Top of Seawall Elevation (ft NGVD29)	Maximum Top of Seawall Elevation (ft NAVD88)
Town of Surfside	1.53	5.13	N/A	N/A
City of Fort Lauderdale	0.30	3.90	1.40 or BFE	5.00 or BFE
Broward County	1.40	5.00	N/A	N/A
City of Miami	2.40	6.00	N/A	N/A
City of Miami Beach	2.10	5.70	N/A	N/A
City of Delray Beach	0.60	4.20	1.40 or BFE	5.00 or BFE

4 RECOMMENDATIONS

The Town of Surfside contracted Nova Consulting, Inc. (Nova) to perform a desktop review of seawall heights to assist in developing allowable minimum and maximum top of seawall elevations to be implemented within the Town. Nova's review consisted of available current sea level rise projections and local municipal seawall ordinances and design guidelines.

Review of current sea level rise projections from the 2022 Interagency Sea Level Rise Scenario Tool revealed that sea level is projected to rise 13 to 39 inches by 2070 within southeast Florida. The City of Miami Beach utilizes the projections of 21 to 40 inches as recommended by the Work Groups 2019 report.

Sections 90-60.2(2)c and 90-63.4 of the current Town's Zoning Code require a seawall height of "five feet above mean low water". Mean low water is currently defined by NOAA as 0.13 feet NAVD88, meaning that the current minimum height for a seawall is 5.13 feet NAVD88 or 1.53 feet NGVD29. Using the Work Group's more conservative sea level projections of 21 to 40 inches as recommended for the 50-year planning horizon, the mean low water is expected to be 1.88 to 3.46 feet NAVD88 by 2070.

Considering the conservative boundary of this projection, exposure of the Town's barrier island setting, and accounting for recent extreme King Tide events of +3.0 feet (City of Delray Beach, 2018), 6.5 feet NAVD88 would be the recommended minimum height required to provide sufficient protection for the Town and extend the useful life of the seawalls through 2070. In areas surrounding the Town of Surfside, several municipalities have adopted similar ordinances with minimum top of seawall elevations ranging from 0.30 to 2.40 feet NGVD29 (3.90 to 6.00 feet NAVD88) consistent with the proposed recommended minimum seawall height.

In recent years, local municipalities have adopted two types of ordinances pertaining to seawalls: (1) Ordinance with minimum elevation requirements only, and (2) Ordinances with elevations and timeline requirements. The first option does not require repairs or replacement on a certain timeline, rather the private owner determines when to undergo the work. This option would be triggered when a private resident submits a permit application for a seawall improvement, or when improvements to the upland property exceed 50% of the existing value, or by a different trigger identified by the Town. The advantage of this method is that at some point in the future, there should be a higher level of protection from rising waters throughout the Town.

The second option the Town may elect is to adopt an ordinance with timeline requirements such as what has been implemented in the Cities of Fort Lauderdale and Delray Beach, which enforce code violations when a condition has been triggered. These

ordinances contain two provisions under which a property owner may receive a code violation: (1) failing to maintain a seawall in good repair and (2) requiring owners to prevent tidal waters entering their property from impacting other properties or the public right of way. In addition to this, seawalls that are newly permitted seawalls or undergoing significant repairs are required to meet the minimum elevation requirements. Requiring the prevention of tidal waters from impacting neighbors' property or the public right of way may encourage neighborhoods to improve seawalls without mandating a specific timeframe. This type of ordinance allows for steady systematic improvements to the seawall; however, a single storm surge event may result in widespread citations and subsequent challenges to the marine industry to assist homeowners in complying with the ordinance.

The ordinances adopted by the Cities of Fort Lauderdale and Delray Beach also include both minimum and maximum top of seawall elevation requirements. As stated previously, 2.90 feet NGVD29 (6.5 feet NAVD88) is recommended as a minimum elevation to maintain consistency with surrounding municipalities and provide adequate protection from King Tide events. Considering recent seawall permits approved within the Town for 10.86 to 13.50 ft NAVD88 (7.26 to 9.90 feet NGVD29), it may be necessary to implement a maximum height. Cities of Fort Lauderdale and Delray Beach enforce a maximum height of 1.4 feet NGVD29 not exceeding the BFE of the property to prevent flooding from stormwater runoff. Using the Town's BFE of 10 feet NGVD29 and projected 2070 sea level rise, a similar maximum height requirement could be implemented.

In conclusion, the recommended top of seawall elevations for the Town of Surfside are as follows:

- 1) A minimum top of seawall elevation of 2.90 feet NGVD29 (6.5 feet NAVD88), with an option to have the structural foundation to raise the wall an additional foot (to 7.5 ft NAVD88) in the future to provide an additional level of protection and extend the life of the seawall; and
- 2) A maximum top of seawall elevation of 10 feet NGVD29 (13.6 feet NAVD88), not exceeding the Base Flood Elevation.

5 REFERENCES

Broward County, Florida, Code of Ordinances § 39.

City of Delray Beach, Florida, Code of Ordinances § 7.

City of Delray Beach, 2018. City of Delray Beach Intracoastal Waterway Water Level & Infrastructure Vulnerability Study.

City of Fort Lauderdale, Florida, ULDR § 47.

City of Miami, Florida, Code of Ordinances § 54.

City of Miami Beach, Florida, Municipal Code § 54.

IPCC, 2014. Climate Change 2014: Impacts, Adaptation, and Vulnerability. Part A: Global and Sectoral Aspects. Contribution of Working Group II to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Field, C.B., V.R. Barros, D.J. Dokken, K.J. Mach, M.D. Mastrandrea, T.E. Bilir, M. Chatterjee, K.L. Ebi, Y.O. Estrada, R.C. Genova, B. Girma, E.S. Kissel, A.N. Levy, S. MacCracken, P.R. Mastrandrea, and L.L. White (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA, 1132 pp.

J. Swanson, 2018. *Scientists Wary of Fort Lauderdale's Proposed Seawall Plan*. New Times.

NASA: Sea Level Rise and Coastal Flood Hazard Scenarios and Tools Interagency Task Force. Interagency Sea Level Rise Scenario Tool. Accessed January 12, 2023 via <https://sealevel.nasa.gov/task-force-scenario-tool>.

Southeast Florida Regional Climate Change Compact Sea Level Rise Work Group (Compact), 2020. Unified Sea Level Rise Projection, Southeast Florida.

Sweet, W.V., Kopp, R.E., Weaver, C.P., Obeysekera, J., Horton, R.M., Thieler, E.R., & Zervas, C., 2017. Global and Regional Sea Level Rise Scenarios for the United States. NOAA Technical report NOS CO-OPS 083, Silver Spring, Md., 75 p.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTIONS 90-60 “CONSTRUCTION NEXT TO SEA WALLS” AND 90-63 “MISCELLANEOUS ELEVATIONS FOR SEA WALLS, AND GROINS” OF CHAPTER 90, “ZONING,” OF THE TOWN CODE TO MODIFY THE MINIMUM ELEVATION OF SEA WALLS AND ESTABLISH OTHER CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside (the "Town") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, sea walls are built to protect areas of human habitation along the coast against tides, waves and sea level rise; and

WHEREAS, Section 90-60.2(2)(c) of the Town Code provides for a minimum elevation for a sea wall or other shore protection work to plus five feet above mean low water; and

WHEREAS, Section 90-63.4 of the Town Code sets a maximum elevation for the top of a sea wall at plus five feet above mean low water; and

WHEREAS, together these two provisions provide for a uniform sea wall height of plus five feet above mean low water; and

WHEREAS, current sea level rise projections from the 2022 Interagency Sea Level Rise Scenario tool revealed that sea level is projected to rise 13 to 39 inches by 2070, and

WHEREAS, a seawall built at present is predicted to have a life span of 40 to 50 years, and

WHEREAS, at its January 10th, 2023 Special Meeting, the Town Commission approved and directed Town staff to prepare an amendment to the Town Code to increase the minimum seawall elevation; and

WHEREAS, despite the benefits of increased sea wall elevation, excessive elevation of seawalls can cause flooding from stormwater runoff to adjacent properties, and

WHEREAS, the Town Commission finds that it is appropriate and beneficial to increase the minimum elevation of sea walls while at the same time limiting the maximum height, as well as establish other criteria for sea walls regarding elevation, design to account for future sea level rise and applicability; and

WHEREAS, at first reading of this Ordinance at the February 14, 2023 Town Commission meeting, held with due public notice and input, the Town Commission approved this Ordinance with changes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on February 23rd, 2023, with due public notice and input, and recommended approval of the Ordinance; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on _____ and further finds the proposed changes to the Code are necessary and in the best interest of the community.

WHEREAS, the Town Commission finds that amending Sections 90-60.2(2)(c) and 90-63.4 of Chapter 90, of the Town's Code as set forth herein, is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:¹

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double~~ ~~strikethrough~~ and double underline.

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

Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Sections 90-60.2(2)(c) and 90-63.4 of Chapter 90, "Zoning", as follows:

Chapter 90 – Zoning

Article V. – Design Standards

Sec. 90-60. - Construction adjacent to bulkhead lines.

90-60.2 Indian Creek bulkhead lines are established in Section 14-101 and the following regulations shall control construction adjacent thereto:

(2) General limitations.

- c. No permit shall be issued for the construction of a bulkhead, seawall or other shore protection work, unless the plans and specifications of the bulkhead, seawall or other shore protection work show that the bulkhead, seawall or other shore protection work is so located as not to extend outward beyond the Indian Creek bulkhead line as heretofore established, and shall show that the bulkhead, seawall or other shore protection work will be constructed of pre-cast concrete slab or reinforced concrete and shall have an minimum elevation equal to or greater than of not less than the base flood elevation as set forth in the applicable Flood Insurance Rate Map (FIRM) maintained by the Federal Emergency Management Agency (FEMA) +6.5 NAVD88 ~~plus five feet above mean low water, U.S. Engineering Department Biscayne Bay Datum~~, and shall be of sufficient depth below mean low water to ensure the retention of all fill or soil on the landward side thereof, and of sufficient weight and strength to withstand hurricanes, windstorms and high tide waters and waves incident thereto.

Sec. 90-63. - Miscellaneous elevations for seawalls, and groins.

Sec. 90-63.4. The minimum elevation of the top of all seawalls fronting on the waters of Biscayne Bay, Indian Creek and Point Lake shall be a minimum equal to or greater than the base flood elevation as set forth in the applicable Flood Insurance Rate Map (FIRM) maintained by the Federal Emergency Management Agency (FEMA) +6.5 NAVD88 ~~plus five feet above mean low water.~~ and shall be in compliance with the following criteria:

- (a) Maximum Elevation. The maximum elevation of a sea wall shall not exceed the Town's minimum Design Base Flood Elevation (BFE DFE) (approximately +8.5 NAVD as of the date of this ordinance):
- (b) Design to Account for Future Sea Level Rise. A sea wall shall be structurally designed and constructed to allow for the addition of at least two (2) feet of additional elevation to address projected increases in sea level rise; and
- (c) Applicability. The provisions of this section shall apply to (i) any sea wall newly constructed; (ii) any existing sea wall that undergoes repairs or renovations that affect more than 50% of the lineal feet of the sea wall; (iii) and/or the construction of a new home; and/or (iv) repairs or an existing home with renovations to an existing home that exceed of more than 50% of the home's its fair market value.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Codification. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2023.

First Reading:

Motion by: _____

Second by: _____

Second and Final Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC

Town Clerk

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

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney



MEMORANDUM

ITEM NO. 4B1.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Acting Town Manager Hector Gomez
Date: March 14, 2023
Subject: **Accessory Structures in Waterfront Lots in the H30A Zoning District**

As approved at the joint meeting of the Town Commission and the Planning and Zoning Board held on January 31st, 2023, Staff recommends amending the Zoning Code to allow for limited accessory structures in the waterfront setback area in the H30A zoning district. The suggested limitations are:

- For H30A properties on Point Lake, an accessory structure may be constructed no closer than 10 feet from the sea wall and may include an enclosed building of up to 2% of the lot area within the setback set forth in Section 90-48.3.
- For H30A properties on any other water body, an accessory structure may be constructed no closer than 15 feet from the sea wall and may include an enclosed building of up to 200 square feet within the setback set forth in Section 90-48.3. Accessory buildings and structures shall be limited by this section and the allowable lot coverage.

This Ordinance also clarified that the two types of waterfront properties in the H30A Zoning district are properties on Point Lake and all others, including Biscayne Bay and Indian Creek.

The Zoning Code requires all buildings in H30A along Biscayne Bay and Indian Creek to be setback 50 feet from the seawall. Properties on Point Lake must be setback 25 feet. At present, no enclosed structure is allowed in this setback area.

The Planning and Zoning Board has expressed the opinion that within reasonable limits enclosed accessory structures are appropriate within the rear yard setback on waterfronts lots.

Governing Code:

Sec. 90-48.3 In the H30A district, no building shall be erected within 25 feet of the seawall on Point Lake nor within 50 feet of the sea wall on Biscayne Bay or on any lots in Blocks 26, 28 and 28A of the Normandy Beach Subdivision, Second Amended.

Sec. 90-54. - Accessory buildings and structures in the H30A and H30B districts.

90-54.1 Any accessory buildings not connected to the main building, except by a breezeway, may be constructed in a rear yard, subject to the following provisions:

(a) The maximum height shall be 12 feet.

(b) The maximum aggregated area shall be 500 square feet.

(c) The structure shall provide a minimum rear setback of five feet and shall conform to all other setbacks applicable to the property.

90-54.2 Accessory swimming pools and decks, open and unenclosed, or covered by a screen enclosure, may occupy a required rear, front, or side setback, subject to the following minimum setbacks:

(a) Rear: Five feet.

(b) Interior side: Five feet.

(c) Primary (front) and secondary (Corner): Ten feet.

90-54.3 An open, uncovered porch, patio, or terrace may occupy a required rear or interior side setback, subject to the following minimum setbacks:

(a) Rear: Five feet.

(b) Interior side: Five feet.

(c) Primary (front) and secondary (corner): Ten feet.

[Ordinance Amending 90-48.3 and 90-54.1 Accessory Structures Waterfront Lots H30A.DOCX](#)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-48.3 OF SECTION 90-48. -- “MODIFICATION OF SIDE AND REAR YARD REGULATIONS” TO CLARIFY APPLICABILITY OF WATERFRONT SETBACKS; AND SECTION 90-54.1 OF SECTION 90-54. – “MODIFICATION OF SIDE AND REAR YARD REGULATIONS” TO ADDRESS BUILDINGS AND STRUCTURES WITHIN THE WATERFRONT SETBACK AREA FOR H30A PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures to maintain consistency with state law, to implement
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that
8 may arise; and

9 **WHEREAS**, Section 90-48.3 of the Code provides additional setbacks for buildings on
10 waterfront properties in the H30A district; and

11 **WHEREAS**, Section 90-48.3 applies to enclosed buildings but not to structures; and

12 **WHEREAS**, Section 90-48.3 specifically applies to Biscayne Bay and Point Lake, but does
13 not squarely address Indian Creek; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

14 **WHEREAS**, the Town has interpreted Section 90-48.3 as requiring a waterfront setback of
15 50 feet for properties on Indian Creek and the Town Commission finds this interpretation
16 reasonable, defensible, and in the best interests of the Town, and therefore seeks to clarify the
17 applicability of the requirement by amending Section 90-48.3; and

18 **WHEREAS**, notwithstanding the clarification, the Town Commission finds that, subject to
19 reasonable regulations, accessory structures and enclosed buildings are appropriate within the
20 waterfront setback area; and

21 **WHEREAS**, amending Section 90-54.1 of the Code, to clarify regulations applicable to
22 accessory structures and enclosed buildings within the waterfront setbacks applicable to H30A
23 properties, is necessary and in the best interests of the Town and its residents; and

24 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and Zoning
25 Board held on January 31, 2023, changes to the Zoning Code were addressed, including amending
26 the regulations for accessory structures on waterfront lots in the H30A zoning district; and

27 **WHEREAS**, the Town Commission held its first public hearing on March 14, 2023 and
28 recommended _____ of the proposed amendments to the Code having complied with the
29 notice requirements in the Florida Statutes; and

30 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held
31 its hearing on the proposed amendment to the Code on _____, 2023 with due public
32 notice and input, and recommended _____ of the proposed amendments to the Code; and

33 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
34 these Code amendments as required by law on _____, 2023 and further finds the
35 proposed changes to the Code are necessary and in the best interest of the Town.

36
37 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
38 **TOWN OF SURFSIDE, FLORIDA¹:**

39
40 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
41 this reference:

42
43 **Section 2. Town Code Amended.** Section 90.48.3 of Section 90-48. – “Modification of
44 side and rear yard regulations” of the Code, and Section 90.54.1 of Section 90.54. – “Accessory

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

45 buildings and structures in the H30A and H30B districts” of the Code, are hereby amended and
46 replaced with the following¹:

47 **Sec. 90-48. - Modification of side and rear yard regulations.**

48
49

* * *

50 *90-48.3* In the H30A district, except as provided in Section 90-54.1, no building shall be
51 erected within 25 feet of the seawall on Point Lake nor within 50 feet of the sea-wall on any
52 other water body including Biscayne Bay, Indian Creek, or on any lots in Blocks 26, 28 and
53 28A of the Normandy Beach Subdivision, Second Amended.

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* * *

55 **Sec. 90-54. Accessory buildings and structures in the H30A and H30B districts.**

56 *90-54.1* Any accessory buildings not connected to the main building, except by a breezeway,
57 may be constructed in a rear yard, subject to the following provisions:

- 58 (a) The maximum height shall be 12 feet.
59 (b) The maximum aggregated area shall be 500 square feet.
60 (c) The structure shall provide a minimum rear setback of five feet and shall conform to
61 all other setbacks applicable to the property.
62 (d) For H30A properties on Point Lake, an accessory structure may be constructed no
63 closer than 10 feet from the seawall, and may include an enclosed building of up to 2%
64 of the lot area within the setback set forth in Section 90-48.3. For H30A properties on
65 any other water body, an accessory structure may be constructed no closer than 15 feet
66 from the seawall, and may include an enclosed building of up to 200 square feet within
67 the setback set forth in Section 90-48.3. Accessory buildings and structures shall be
68 limited by this section and the allowable lot coverage.

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* * *

71 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is
72 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
73 in no way affect the validity of the remaining portions of this Ordinance.

74 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
75 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
76 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
77 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
78 appropriate word.

79

80 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
81 resolutions in conflict herewith are hereby repealed.

82

83 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second
84 reading.

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PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL V FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCreedy, MMC
Town Clerk

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

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



MEMORANDUM

ITEM NO. 4B2.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Acting Town Manager Hector Gomez
Date: March 14, 2023
Subject: **Zoning Code Correction: Definitions of "Setback" and "Yard"**

As approved at the Joint Town Commission and Planning and Zoning Board meeting on January 31st, 2023, staff recommends that the definitions of "Setback" and "Yard" in Section 90-2 ("Definitions") be amended as set forth in the attached Ordinance for first reading to clarify and reflect that the terms are synonymous and equivalent terms for the purposes of the Zoning Code and interpretation.

The Zoning Code has separate definitions for "setback" and for "yard," however the two provisions are largely used interchangeably through the Zoning Code. For example, the Zoning Code prohibits architectural features extending into "yards" except in specific instances. This has typically been applied to the entirety of the setback at the ground level and above-ground, however the Zoning Code's use of the term "yard" could lead to a misinterpretation of the provisions.

Governing Code:

Sec. 90-2 Setback: The minimum distance required by a zoning district that all structures shall be from front, side and rear lot lines. Setback includes the words "required yards" or "minimum required yards" and "minimum yards." Yard: An open area which is on the same lot as a building and which is unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Sec. 90-46. - Projections into required setbacks. In determining compliance with the minimum setback requirements established within these regulations, the controlling distance on each lot shall be measured between the applicable lot line and the closest point thereto on any building or structure erected on the lot, and no portion of any roof overhang, chimney, cornice, or other similar architectural feature shall project into any required front, side or rear yard, except as otherwise provided.

Sec. 90-47.1. - Yards generally, allowable projections. Every part of a required yard shall be open to the sky, except ordinary projections of sills, cornices, roof eaves and ornamental

features may project not more than 24 inches into any required yard.

[Ordinance Amend 90-2 \(Defintions\) Setback and Yard.DOCX](#)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - “DEFINITIONS”, BY AMENDING THE DEFINITIONS OF “SETBACK” AND “YARD” TO REFLECT THAT THEY ARE SYNONYMOUS AND EQUIVALENT TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures to maintain consistency with state law, to implement
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that
8 may arise; and

9 **WHEREAS**, the Town finds that the definitions of “Setback” and “Yard” in Section 90-2. –
10 “Definitions” of the Code, refer to the same area of the lot for purposes of zoning and interpretation,
11 and that the two terms are used interchangeably throughout the Zoning Code; and

12 **WHEREAS**, the Town Commission finds that amending Section 90-2. - “Definitions” of the
13 Code, to amend the definitions of “Setback” and “Yard” to clarify that they should be interpreted
14 as being synonymous and equivalent terms, are necessary and in the best interests of the Town and
15 its residents; and

16 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and Zoning
17 Board held on January 31, 2023, changes to the Zoning Code were addressed, including revisions
18 to the definitions of “Setback” and “Yard” to reflect that they should be interpreted as being
19 synonymous and equivalent terms; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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58 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is
59 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
60 in no way affect the validity of the remaining portions of this Ordinance.

61 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
62 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
63 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
64 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
65 appropriate word.

66
67 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
68 resolutions in conflict herewith are hereby repealed.

69
70 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second
71 reading.

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73 **PASSED** and **ADOPTED** on first reading this ____ day of _____, 2023.

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75 **PASSED** and **ADOPTED** on second reading this ___ day of _____, 2023.

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78 On Final Reading Moved by: _____

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80 On Final Reading Second by: _____

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82 **First Reading:**
83 Motion by: _____
84 Second by: _____

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87 **Second Reading:**
88 Motion by: _____
89 Second by: _____

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92 **FINAL VOTE ON ADOPTION**

93 **ATTEST:**
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96 _____
97 Sandra N. McCready, MMC
98 Town Clerk

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

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



MEMORANDUM

ITEM NO. 4B3.

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

From: Acting Town Manager Hector Gomez

Date: March 14, 2023

Subject: **Zoning Code Correction: Deletion of references to Gross Density and Gross Lot Area.**

As discussed at the January 31st, 2023, Joint meeting of the Town Commission and the Planning and Zoning Board, staff recommends deleting the term "gross" from three locations in the Zoning Code. (See Attachment A) The Town Code no longer uses "Gross Acre" or "Gross Density" for density calculations and references to the term are confusing and misleading.

The permitted number of dwelling units is calculated based on the lot area of the property multiplied by the allowable density for the property. In some jurisdictions this calculation is based on the gross area of a property which could include public sidewalks, roads or other adjacent infrastructure. Our Zoning Code was recently clarified consistent with Section 4 of the Charter to limit lot area for zoning calculation purposes. The change formally eliminated any argument in favor of relying on a gross lot area calculation. There are two places in the Zoning Code that continue to use the term "gross". These references are confusing and there is no longer guidance in the code as to what a gross lot area would entail. Accordingly, the references to "gross" should be eliminated so that all provisions are consistent with the current lot area definition.

See Attachment A for the relevant sections of the Code.

This change is based on the following provisions:

Section 90-2:

Lot area: The total horizontal area within the lot lines of the lot. Lot area in the H120 district shall be calculated based on the area bounded by the west, north, and south lot lines and the bulkhead line on the east. The area between the erosion control line and the bulkhead line shall not be counted as part of the lot area for calculation of density, lot coverage, or any other zoning calculation.

Section 4 of the Charter:

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. Lot area of lots shall only include the area or acreage within the lot lines of a lot, except that for properties east of Collins Avenue lot area shall be limited to the area bounded by the north, south and west lot lines and the Bulkhead Line on the east (not the Erosion Control Line). Height for properties east of Collins Avenue shall be measured from the elevation determined by the Florida Department of Environmental Protection for the first floor as of 2004 of +16.63 NAVD. such that the maximum height of 120 feet to the structured roof shall not exceed +136.63 NAVD. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a minimum 60% vote of the electors of the Town of Surfside.

[Attachment A - Gross Acre in the Zoning Code](#)

[Ordinance to Amend Delete reference to Gross](#)

Zoning Code Section with the term “gross”

Sec. 90-2. Definitions.

For the purpose of this chapter, certain terms and words are hereby defined. For convenience, all defined words and terms are set out in different type.

Density: The number of dwelling units per **gross** acre of land.

Sec. 90-45.1. Aggregation of lots.

- (1) For all lots aggregated in the H30C, H40 and H120 zoning districts after the effective date of this ordinance [Ord. No. 1572], the maximum permitted density shall be limited to 85 percent of the total **gross** density permitted by the Comprehensive Plan when lots are aggregated.
- (2) Two or more lots of record shall be considered one undivided parcel for the purpose of density and/or intensity if there is a recorded unity of title demonstrating single ownership of two or more parcels or have been platted as one lot. However, the underlying land use or zoning shall prevail as to the permitted use on each of the lots.
- (3) Aggregated lots shall be contiguous properties but may be separated by a public right-of-way.

(Ord. No. 1572, § 2, 4-12-11)

Sec. 90-86. Landscape permit plans.

90-86.1 All buildings, structures, new developments, redevelopment and changes of use requiring a permit shall require submittal of a landscape and irrigation plan. Landscape and irrigation plans shall be prepared by a State of Florida registered Landscape architect. Landscape plans for H30A and H30B may be prepared by the owner of the property or a representative thereof, provided it meets the requirements per this Code. The use of a landscape architect is encouraged.

90-86.2 All landscape plans shall meet the following requirements:

- (1) Shall be of the same scale as the site plan, but no smaller than one inch equals 50 feet. Recommended scale to be one inch equals 20 feet.
- (2) Location, condition, number, names, sizes, DBH and disposition of all existing trees and vegetation, to be preserved, relocated or removed. Also, provide all existing native plant communities to be preserved, relocated or removed.
- (3) Location and outline of existing buildings and site improvements to remain.
- (4) Location, condition, names, sizes, DBH, and disposition of existing trees, hedge, and site improvements along any abutting properties within 25 feet of the property lines.
- (5) Location of all proposed or existing buildings and site improvements including but not limited to; parking spaces, access isles, drive ways, sidewalks and other vehicular use areas to remain or be removed.
- (6) A proposed plant list by symbol, quantity, required specifications, native or non-native, drought tolerance, salt tolerance, and botanical and common names. Also, the plant list must be indicated on all planting plan sheets.
- (7) A landscape calculation table indicating the minimum required and provided comparisons of the proposed plant material. Also, providing **the gross** and net acreages, buffer lengths, percentages of

landscaping in the VUA, pervious area, street lengths, percentages of sod, native/drought tolerant percentages and landscape material size requirements.

- (8) Location and labeling of existing and proposed site lighting. Additionally, provide a minimum of 15 feet separation from the required or existing shade trees and 7½ feet from palms and small trees.
- (9) Location of existing and proposed fire hydrants and fire department check valves. Additionally, provide the minimum required 7½ feet clearance from all landscape material to the front and sides with four feet clearance from the rear.
- (10) Location of existing and proposed easements, right of ways, drainage structures, overhead utility wires, underground utilities, above ground electrical elements, and transformers.
- (11) Location and details including type, height, color, and additional embellishments of walls, fences, gates, and signs.
- (12) All planting details and staking details, including but not limited to planting/staking specifications, general notes and tree protection barricade detail.
- (13) Existing or proposed water bodies and retention areas indicating the required four to one slopes.
- (14) Such other information that may be required to give a complete understanding of the proposed plan.

90-86.3 The irrigation plan shall meet the following requirements:

- (1) The same scale of the site plan, but no smaller than one inch equals 50 feet.
- (2) Location of existing trees, vegetation and native plant communities to remain, if applicable.
- (3) Location of existing buildings, paving, and site improvements to remain.
- (4) Location of proposed buildings, paving, site improvements, and water bodies.
- (5) Main location with sleeves, size and specifications.
- (6) Valve location, size and specifications.
- (7) Pump location, size and specifications or water source.
- (8) Backflow prevention device type and specifications.
- (9) Controller locations and specifications.
- (10) Zone layout plan (minimum scale 1" = 20"):
- (11) Provide 100 percent coverage and 100 percent overlap.
- (12) Indicating head-type, specifications and spacing.
- (13) Indicate location and details of rain sensor, second water meter, and rainwater citrons; and
- (14) Indicating methods used to achieve compliance with Florida Friendly principles as required by F.S. § 373.228.
- (15) Efficient Irrigation Design. All new irrigation installations shall meet the irrigation standards identified per F.S. § 373.228. These include:
 1. Irrigation systems, including the use of micro-irrigation as appropriate, shall be designed to meet the needs of the plants in the landscape.
 2. When feasible, irrigation systems shall be designed to separately serve turf and non-turf areas.
 3. The irrigation system plans, and specifications shall identify the material to be used and the construction methods.

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4. The design shall consider soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of all impervious surfaces and other non-vegetated areas, and off-site runoff.
 5. The system shall be designed to minimize free flow conditions in case of damage or other mechanical failure.
 6. The system shall be designed to use the lowest quality water feasible.
 7. Rain switches or other approved devices, such as soil moisture sensors to prevent unnecessary irrigation, shall be incorporated. (F.S. § 373.62)
 9. A recommended seasonal operating schedule and average precipitation rate for each irrigation zone for both establishment and maintenance conditions shall be provided.
 10. Control systems shall provide the following minimum capabilities:
 - i. Ability to be programmed in minutes, by day of week, season, time of day,
 - ii. Ability to accommodate multiple start times and programs,
 - iii. Automatic shut off after adequate rainfall,
 - iv. Ability to maintain time during power outages for a minimum of three (3) days, and
 - v. Operational flexibility to meet applicable year-round water conservation requirements and temporary water shortage restrictions.
 11. Recommended maintenance activities and schedules shall be included.
 12. Precipitation rates for sprinklers and all other emitters in the same zone shall be matched, except that micro irrigation emitters may be specified to meet the requirements of individual plants.
 13. Irrigation systems shall be designed to maximize uniformity, considering factors such as:
 - i. Emitter types.
 - ii. Head spacing.
 - iii. Sprinkler pattern.
 - iv. Water pressure at the emitter.
 14. Irrigation systems with main lines larger than two (2) inches or designed to supply more than seventy (70) gallons per minute shall incorporate a means to measure irrigation water use, at a minimum of ninety-five (95) percent accuracy across the flow range.
 15. Irrigation system plans and specifications shall require the system installer to conduct final testing and adjustments to achieve design specifications prior to completion of the system and acceptance by the owner or owner's representative.
 16. The irrigation system shall be designed to correlate to the organization plants into zones as described in section 12-102 above. The water use zones shall be shown in the irrigation plan. All plants (including turf) require watering during establishment. Temporary facilities may be installed to facilitate establishment.
 17. Rain shut-off switch equipment shall be required on automatic irrigation systems to avoid irrigation during periods of sufficient soil moisture, in accordance with Florida Law (F.S. § 373.62). Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

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18. The installation of tracer wire along main lines and laterals shall be required to permit easy location and prevent inadvertent cutting of pipes.
 19. If the water supply for the irrigation system is from a well, a constant pressure flow control device or pressure tank with adequate capacity shall be required to minimum pump "cycling".
 20. Check valves must be installed at irrigation heads as needed to prevent low head drainage and puddling.
 21. Nozzle precipitation rates for all heads within each valve circuit must be matched to within twenty (20) percent of one another.
 22. A pressure-regulating valve shall be installed and maintained if static service pressure exceeds eighty (80) pounds per square inch. The pressure regulating valve shall be located between the meter and the first point of division in the pipe and set at a not more than fifty (50) pounds per square inch when measured at the most elevated fixture in the structure served. This requirement may be waived if satisfactory evidence is provided that high pressure is necessary in the design and that no water will be wasted as a result of high-pressure operation.
 23. To assist the end user to operate the system property, in addition to the minimum requirements of [Section] 373.228, F.S., the following are encouraged to be provided to the owner at the time of installation. The map shall be attached inside each irrigation controller or be kept in another readily available location if it is not practical to insert into a small container.
 - i. Irrigation schedule information, with instructions for seasonal timer and sensor changes;
 - ii. Irrigation system plans and specifications including as-constructed drawings, recommended maintenance activities and schedules;
 - iii. Operations schedules, design precipitation rates, and instructions on adjusting the systems to apply less water after the landscape is established;
 - iv. Maintenance schedule, water source, water shut-off method, and the manufacturing operational guide for their irrigation controller;
 - v. To the extent feasible, similar information should be made available for subsequent property transfers.
 24. Reduced-pressure-principle backflow preventers shall be recertified yearly.

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 19-1696 , § 2, 6-11-19)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - “DEFINITIONS” BY AMENDING THE DEFINITION OF “DENSITY” TO DELETE THE REFERENCE TO “GROSS” ACRE; AMENDING SECTION 90-45.1. - “AGGREGATION OF LOTS” TO DELETE THE REFERENCE TO “GROSS” DENSITY; AND AMENDING SECTION 90-86.2 OF SECTION 90-86. – “LANDSCAPE PERMIT PLANS” TO DELETE THE REFERENCE TO “GROSS” ACREAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures to maintain consistency with state law, to implement
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that
8 may arise; and

9 **WHEREAS**, Section 4, Article I, of the Town Charter limits the density, intensity, and height
10 of development and structures to that permitted under the Comprehensive Plan or Zoning Code in
11 effect in 2004; and

12 **WHEREAS**, Section 4, Article I, of the Town Charter, was amended by voter approval at the
13 March 15, 2022 Special Election, to clarify that “Lot area of lots shall only include the area or
14 acreage within the lot lines of a lot, except that for properties east of Collins Avenue lot area shall
15 be limited to the area bounded by the north, south and west lot lines and the Bulkhead Line on
16 the east (not the Erosion Control Line)”; and

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Change, ~~through~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

19 **WHEREAS**, the 2022 Charter amendment was consistent with the definition and calculation
20 of lot area in the Zoning Code in effect in 2004; and

21 **WHEREAS**, consistent with the 2022 Charter amendment, Ordinance No. 22-1719 adopted
22 by the Town Commission on March 8, 2022, amended Section 90-2. - “Definitions” of the Code,
23 to delete the definition of “gross acre”; and

24 **WHEREAS**, the Town finds that certain definitions in the Code were historically interpreted
25 to allow development that was out of scale and incompatible with the Town’s land development
26 objectives and that potentially exceeded the limitations of Section 4, Article I., of the Town Charter;
27 and

28 **WHEREAS**, the Town Commission finds that amending Section 90-2. - “Definitions” of the
29 Code, to amend the definition of “density” to delete the reference to “gross” acre, amending Section
30 90-45.1. - “Aggregation of lots” of the Code, to delete the reference to “gross” density, and
31 amending Section 90.86.2 – “Landscape permit plans” of the Code to delete the reference to “gross
32 acreage” are consistent with the 2022 Charter amendment to Section 4, Article I. of the Town
33 Charter and Ordinance No. 22-1719 which deleted “gross acre” from the Town Code, and are
34 necessary and in the best interests of the Town and its residents; and

35 **WHEREAS**, at a joint special meeting of the Town Commission and the Planning and Zoning
36 Board held on January 31, 2023, changes to the Zoning Code were addressed, including revisions
37 to delete references to “gross” acre or density contained therein; and

38 **WHEREAS**, the Town Commission held its first public hearing on March 14, 2023 and
39 recommended _____ of the proposed amendments to the Code having complied with the
40 notice requirements in the Florida Statutes; and

41 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held
42 its hearing on the proposed amendment to the Code on _____, 2023 with due public
43 notice and input, and recommended _____ of the proposed amendments to the Code; and

44 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
45 these Code amendments as required by law on _____, 2023 and further finds the
46 proposed changes to the Code are necessary and in the best interest of the Town.

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48 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
49 TOWN OF SURFSIDE, FLORIDA¹:

51 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
52 this reference:

53
54 **Section 2. Town Code Amended.** Section 90-2. – “Definitions”, Section 90-45.1. –
55 “Aggregation of lots”, and Section 90.86. – “Landscape permit plans” of the Code, are hereby
56 amended to delete any reference to “gross” and replaced with the following¹:

57 **Sec. 90-2. – Definitions.**

58 * * *

59
60 *Density:* The number of dwelling units per ~~gross~~ acre of land.

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62 * * *

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66 **Sec. 90-45.1. - Aggregation of lots.**

67 (1) For all lots aggregated in the H30C, H40 and H120 zoning districts after the
68 effective date of this ordinance [Ord. No. 1572], the maximum permitted density shall be
69 limited to 85 percent of the total ~~gross~~-density permitted by the Comprehensive Plan when lots
70 are aggregated.

71 (2) Two or more lots of record shall be considered one undivided parcel for the purpose
72 of density and/or intensity if there is a recorded unity of title demonstrating single ownership of
73 two or more parcels or have been platted as one lot. However, the underlying land use or zoning
74 shall prevail as to the permitted use on each of the lots.

75 (3) Aggregated lots shall be contiguous properties but may be separated by a public
76 right-of-way.

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79 **Sec. 90-86. – Landscape permit plans.**

80 * * *

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83 90-86.2 All landscape plans shall meet the following requirements:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

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(7) A landscape calculation table indicating the minimum required and provided comparisons of the proposed plant material. Also, providing the ~~gross~~ and net acreages, buffer lengths, percentages of landscaping in the VUA, pervious area, street lengths, percentages of sod, native/drought tolerant percentages and landscape material size requirements.

* * *

96 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is
97 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
98 in no way affect the validity of the remaining portions of this Ordinance.

99 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
100 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
101 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
102 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
103 appropriate word.

104
105 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
106 resolutions in conflict herewith are hereby repealed.

107
108 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second
109 reading.

110
111 **PASSED and ADOPTED** on first reading this ____ day of _____, 2023.

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113 **PASSED and ADOPTED** on second reading this ____ day of _____, 2023.

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116 On Final Reading Moved by: _____

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118 On Final Reading Second by: _____

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120 **First Reading:**

121 Motion by: _____

122 Second by: _____

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125 **Second Reading:**

126 Motion by: _____

127 Second by: _____

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130 **FINAL VOTE ON ADOPTION**

131 **ATTEST:**

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135 _____
Sandra N. McCready, MMC

136 Town Clerk

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138 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

139 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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Weiss Serota Helfman Cole & Bierman, P.L.

144 Town Attorney

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MEMORANDUM

ITEM NO. 4B4.

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

From: Acting Town Manager Hector Gomez

Date: March 14, 2023

Subject: **Zoning Code Correction - Roof Deck Stairway Height**

Staff recommends that roof deck stair railings be permitted to extend above the maximum roof height for the zoning district as provided in Sec. 90-44. (See Attachment A) Specifically, Sec. 90-50.2 should be amended to allow roof deck stair railings in the H30A and H30B districts to extend above the roofline in accordance with the restrictions set out in Sec. 90-44.

The Zoning Code contradicts itself regarding the height of stair railings at the roof or roof deck level of a home in H30A and H30B districts. Section 90-50.2 which addresses roof decks, prohibits roof deck stairs from extending above the maximum roof height required by any abutting property's zoning designation. Section 90-44.1 allows stairways and other architectural elements to extend a limited height above the roof line. In H30A, H30B and H30C there is a 3-foot allowance for these elements. In practice the 3-foot extension of stairway railings has been allowed because it is required by the Florida Building Code as a safety feature. This 3-foot extension above the roofline is allowed for the railings of roof decks and other architectural elements.

See Attachment A for the relevant sections of the Zoning Code.

[Roof_Stair_Stairs_Limitations in the Zoning Code](#)

[Ordinance_Re_Roof_Deck_Railings.docx](#)

Sec. 90-44. Modifications of height regulations.

90-44.1 Architectural elements including cupolas, chimneys, flagpoles, spires, steeples, stair accessways, antennas, ventilators, tanks, parapets, trellises, screens and similar not used for human habitation, may be erected to a reasonable and necessary height, consistent with and not to exceed the following limitations:

Designation	Maximum Height (Feet)	Maximum Percentage of Aggregate Roof Area
H30A	3 FT	1%
H30B	3 FT	1%
H30C	3 FT	10%
H40	12 FT	10%
H120	20 FT	30%
SD-B40	12 FT	10%

90-44.2 Mechanical equipment rooms, including elevator shafts, and stair access ways may be allowed to exceed the maximum height limitations, not to exceed the limitations listed above, provided they shall be of a high architectural quality integral to the design of the building. In the H30C and H40 Districts, any element over four feet in height where a minimum four-foot parapet is provided shall be set back 13 feet from the facade wall plane; otherwise they shall be set back a minimum of 22 feet from the facade wall plane.

90-44.3 In the H120 district, on lots or parcels where construction is regulated by the State of Florida Coastal Construction Code, maximum height shall be measured from the established elevation determined by the Florida Department of Environmental Protection for the first floor.

90.44.4 Height variations among architectural elements shall be of no less than five feet in variation.

90.44.5 Buildings with one continuous height shall be prohibited.

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11; Ord. No. 2016-1642, § 2, 1-12-16)

Sec. 90-50. Architecture and roof decks.

90-50.2 Roof deck provisions.

- (1) Roof decks shall be permitted in all zoning districts.
- (2) For properties designated H30A and H30B, roof decks area limited as follows:
 - a. Exterior and interior stairs shall be permitted.
 - b. No extension of stairs shall be permitted over the 30-foot height limitation of the building.
 - c. Roof decks shall provide ten-foot setbacks on the sides and rear of the building.
- (3) For properties designated H30C, H40, H120, SD-B40 and MU, roof decks are limited to:
 - a. A maximum of seventy (70) percent of the aggregate roof area;
 - b. Shall not exceed the maximum roof height required by any abutting property's zoning designation;
 - c. Shall be setback from the roofline at least ten feet on all sides to provide for minimal visibility of roof decks from any public way, except on properties designated SD-B40; and

-
- (4) All roof decks added to existing buildings shall be inspected by a registered structural engineer and registered architect, who shall address in writing to the building official the following issues:
- a. How will the existing roofing system be protected or replaced to allow for the new use;
 - b. Structural support strategies for any increase in live loads and dead loads;
 - c. Compliance with applicable ADA requirements;
 - d. Location of plumbing and mechanical vent stacks, fans and other appurtenances;
 - e. Egress design compliance per the Florida Building Code and the Florida Fire Prevention Code;
 - f. Added occupancy and servicing restroom facilities; and
 - g. All other issues applicable in the Florida Building Code.
- (5) All work performed on an existing roof deck to allow for occupancy shall be considered a change of use and shall require both a permit and a certificate of occupancy.

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1605, § 2, 8-13-13; Ord. No. 1614, § 2, 2-11-14; Ord. No. 1627, § 2, 12-9-14; Ord. No. 1629, § 2, 2-10-15; Ord. No. 1637, § 2, 8-11-15 ; Ord. No. 1638, § 2, 10-3-15 ; Ord. No. 2016-1642, § 2, 1-12-16 ; Ord. No. 18-1689 , § 2, 9-12-18)

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-50.2 “ROOF DECKS PROVISIONS” OF SECTION 90-50. -- “ARCHITECTURE AND ROOF DECKS” TO CLARIFY THE ALLOWABLE HEIGHT FOR STAIRWAY RAILINGS FOR ACCESS TO THE ROOF OF SINGLE FAMILY RESIDENTIAL PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures to maintain consistency with state law, to implement
7 municipal goals and objectives, to clarify regulations and address specific issues and needs that
8 may arise; and

9 **WHEREAS**, Section 90-44.1 of the Code allows for architectural elements to extend up to
10 three feet in height in the H30A and H30B districts; and

11 **WHEREAS**, Section 90-50 allows roof decks and addresses access stairs, but not does not
12 squarely address the railings required for those stairs; and

13 **WHEREAS**, the Florida Building Code requires that residential properties provide a
14 minimum railing of three feet for safety purposes; and

15 **WHEREAS**, the Town Commission finds that amending Section 90-50.2. - “Roof deck
16 provisions” of the Code, to clarify that stair railings in H30A and H30B zoned properties may not
17 exceed three feet above the maximum height as is allowed under Section 90-44.1 of the Code for
18 architectural elements, is necessary and in the best interests of the Town and its residents; and

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double-strikethrough and double underline.

51 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is
52 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
53 in no way affect the validity of the remaining portions of this Ordinance.

54 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
55 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
56 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
57 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
58 appropriate word.

59
60 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
61 resolutions in conflict herewith are hereby repealed.

62
63 **Section 6. Effective Date.** This ordinance shall become effective upon adoption on second
64 reading.

65
66 **PASSED and ADOPTED** on first reading this ____ day of _____, 2023.

67
68 **PASSED and ADOPTED** on second reading this ____ day of _____, 2023.

69
70
71 On Final Reading Moved by: _____

72
73 On Final Reading Second by: _____

74
75 **First Reading:**

76 Motion by: _____

77 Second by: _____

78
79
80 **Second Reading:**

81 Motion by: _____

82 Second by: _____

83
84
85 **FINAL VOTE ON ADOPTION**

86 **ATTEST:**

87
88
89 _____
90 Sandra N. McCready, MMC
91 Town Clerk

92
93 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
94 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

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Weiss Serota Helfman Cole & Bierman, P.L.
99 Town Attorney
100



MEMORANDUM

ITEM NO. 4B5.

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

From:

Date: March 14, 2023

Subject: **Obstruction of Public Right-Of-Way Prohibited**

During the Special Town Commission Meeting on January 10, 2023, the Town Commission discussed the possibility of adopting an ordinance to prohibit activities or conduct that obstruct portions of the public rights-of-way and directed the Town Attorney to prepare a proposed ordinance.

The proposed ordinance amends Chapter 54, Article III, of the Code of Ordinances, by adding Section 54-65 "Obstruction of Public Right-of-Way Prohibited," which makes it unlawful to obstruct the public right-of-way (including sidewalks, streets, curbs, crosswalks, and walkway areas) so as to block, hinder, or obstruct unreasonably the safe, efficient, and free passage of pedestrians or vehicles. The proposed ordinance further provides for notice and warning prior to being charged with a violation, certain exemptions, and penalties.

The proposed ordinance sets forth in detail the Town's objectives and legitimate and significant interest in public safety and the efficient and free passage of pedestrian and vehicular traffic, and compliance with the intent and requirements of the ADA as to sidewalks and walkways.

[Ordinance Obstruction of Public Right of Way](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES CHAPTER 54, "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE III, "OFFENSES INVOLVING PUBLIC PEACE AND ORDER," BY ADDING SECTION 54-65, "OBSTRUCTION OF PUBLIC RIGHT-OF-WAY PROHIBITED"; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority, including police and regulatory power; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to promote and ensure the public interest, health, safety and welfare, update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Chapter 54, Article III, of the Town Code of Ordinances (the "Code") protects the health, safety, and welfare of Town residents and visitors by prohibiting offenses involving public peace and order; and

WHEREAS, the Town has a legitimate and significant governmental interest in public safety, specifically, the safe and efficient flow of pedestrian and vehicular traffic in areas of high traffic volume and congestion; and

WHEREAS, public rights-of-way, including sidewalks, streets, curbs, crosswalks, and walkway areas, are constructed and maintained for the primary purpose of enabling pedestrians and lawfully permitted vehicles to safely and efficiently move about from place to place, facilitating the delivery of goods and services and providing the public with convenient access to goods and services; and

WHEREAS, the Town's two main north-south roadways (Collins Avenue and Harding Avenue) are multi-lane State highways heavily traversed and prone to congestion; and

WHEREAS, public sidewalks throughout the Town are limited in width to five feet in most locations, and 10 feet in the downtown district at their widest point, and reduced to four feet in many locations due to existing installations or improvements, such as tree plantings, planters, street signs, street lighting, benches and newspaper racks; and

WHEREAS, due to their narrow width and physical constraints, the Town's sidewalks can be congested, especially, in the downtown district of the Town where there is a higher level of pedestrian activity; and

WHEREAS, the Town experiences pedestrian activity in connection with residents and visitors travelling to and from work, businesses and commercial establishments, religious observances and social activities; and

WHEREAS, the American with Disabilities Act (ADA) requires a minimum clearance of 36 inches in width for sidewalks; and may require additional clearance where applicable in certain instances; and

WHEREAS, the Florida Department of Transportation recognizes the importance of sidewalks accommodating a variety of users of different abilities, and provides general

guidance stating: "Sidewalks, like roadways, should be designed to serve all users. This includes children, older people, parents with strollers, pedestrians who have vision impairments, and people using wheelchairs and other assistive devices. Just as a roadway will not be designed for one type of vehicle, the design of sidewalks should not be limited to only a single type of pedestrian. Every route and pedestrian facility must be readily accessible to and usable by persons with disabilities – which enhances usability and safety for all." ¹

WHEREAS, the Town Commission likewise recognizes the importance of providing safe, efficient and free passage on sidewalks that serve all users; and

WHEREAS, the Town Commission finds it necessary in the interests of public safety to prohibit the obstruction of public rights-of-way in a manner which unreasonably blocks, hinders or obstructs pedestrians and vehicles from safely and efficiently utilizing those public rights-of-way, including sidewalks, streets, curbs, crosswalks, and walkway areas; and

WHEREAS, the Town Commission further finds that the Town has a compelling interest in complying with the intent and requirements of the ADA to ensure traversing a sidewalk, or walkway is accessible and safe for the disabled or impaired; and

WHEREAS, the Town Commission further seeks to maintain a safe and orderly environment within the public rights-of-way in the Town's downtown district that is conducive to the conduct of business and to retail commercial activity and that is inviting to patrons of business establishments, including both residents and visitors; and

¹<https://link.edgepilot.com/s/8029854e/zvCwpDrchE2GK2CgsHPYlw?u=https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm>

WHEREAS, the Town Commission finds that maintaining pedestrian activity and authorized commercial activity on public sidewalks and rights-of-way is essential to public safety and activities or conduct that block, hinder or obstruct unreasonably the free passage on public rights-of-way can also endanger public safety, especially for persons who are elderly, disabled, and vision impaired, and be otherwise injurious to the public welfare; and

WHEREAS, the possibility of adopting an ordinance to prohibit activities or conduct that obstruct portions of the public rights-of-way was initially raised and discussed at the Special Town Commission Meeting on January 10, 2023; and

WHEREAS, at the Special Town Commission Meeting on January 10, 2023, the Town Commission directed the Town Attorney to prepare a proposed ordinance; and

WHEREAS, this ordinance provides fair notice of the conduct that it prohibits because a law enforcement or code enforcement officer is first required to provide notice and warning before citing someone for a violation of the ordinance and because the ordinance also allows for signs to be posted to advise of the prohibited activity; and

WHEREAS, the Town Commission finds that amending Chapter 54, Article III, to create Section 54-65 “Obstruction of Public Rights-of-Way” as set forth herein, is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:²

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

² Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

Section 2. **Town Code Amended.** The Code of Ordinances of the Town of Surfside, Florida is hereby amended by adding Section 54-65, to Chapter 54, “Offenses and Miscellaneous Provisions”, as follows:

Chapter 54 – Offenses and Miscellaneous Provisions

Article III. – Offenses Involving Public Peace and Order

Division 1. – Generally

* * *

Sec. 54-65. Obstruction of Public Right-of-Way Prohibited.

- (a) It shall be unlawful to obstruct or occupy the public right-of-way, including any sidewalk, street, curb, crosswalk, walkway area, or the entryway of any building, where such entryway abuts a sidewalk, walkway or right-of-way upon which the public has a right to travel, in such a manner so as to block, hinder or obstruct unreasonably the safe, efficient and free passage of pedestrian or vehicular traffic.
- (b) “Obstruct” or “obstruction of a sidewalk” within the meaning of this section shall further include any conduct that reduces the area available for safe, efficient and free passage of pedestrians to less than the minimum width requirements for sidewalks under the American with Disabilities Act (ADA).
- (c) Notice and Warning. A person(s) found to be in violation of this section, shall first be notified and warned by a law enforcement officer or code enforcement officer that he or she is causing an obstruction in violation of this section and shall request that the person and/or objects be moved or relocated so as to cease obstructing the safe, efficient and free passage of pedestrian or vehicular traffic. The person shall not be charged with a violation of this section if the person voluntarily ceases the obstruction. A person who refuses to move or relocate or is found to repeatedly violate this section, shall be subject to further enforcement as provided in subsection (f) herein. Nothing herein shall prohibit a law enforcement officer or code enforcement officer from assisting a violator by providing resources, information or alternatives aimed at achieving compliance with this section.
- (d) Exemptions. The following situations shall be exempt from the prohibitions of this section, unless any such exemption creates and/or causes a hazardous condition or threatens public safety:

- i. Medical emergency. A person or number of persons undergoing or responding to a medical emergency for the duration of the medical emergency.
- ii. Permitted Conduct. A person or number of persons, or business, engaged in conduct authorized pursuant to a town or government issued permit.
- iii. Government or Utility. An agent or agents of a government or utility entity or a person or number of persons acting pursuant to authority or direction from a government agent.

(e) Posted Notice. The Town may post, or cause to be posted, notice of the prohibitions of this section in any Town public right-of-way.

(f) Enforcement. Violations of this section may be enforced as provided in section 1-8 of this Code or as otherwise provided by law. Any law enforcement officer or code enforcement officer of the Town is authorized to enforce this section. As provided in Section 162.22, Florida Statutes, a person violating the provisions of this municipal ordinance, upon conviction, may be sentenced to a pay a fine, not to exceed \$500, and may be sentenced to a term of imprisonment not to exceed 60 days.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Codification. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2023.

First Reading:

Motion by: _____

Second by: _____

Second and Final Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

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

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



MEMORANDUM

ITEM NO. 4B6.

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

From: Legal Department

Date: March 14, 2023

Subject: **Ordinance - Public Urination and Defecation Prohibited**

During the Special Town Commission Meeting on January 10, 2023, the Town Commission discussed the possibility of adopting an ordinance to prohibit public urination and defecation and directed the Town Attorney to prepare a proposed ordinance.

The proposed ordinance for first reading amends Chapter 54, Article III, of the Code of Ordinances, by adding Section 54-66 "Public Urination and Defecation Prohibited," which makes it unlawful for any person to urinate or defecate in any public property within the Town that has not been designed for or designated for use as a toilet or bathroom facility and provides for certain exemptions and penalties.

The proposed ordinance sets forth in detail the Town's objectives and legitimate public interest in reducing public nuisances and protecting the public's health, safety, and welfare.

[Ordinance Public Urination and Defecation Prohibited.doc](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 54, "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE III, "OFFENSES INVOLVING PUBLIC PEACE AND ORDER," OF THE TOWN OF SURFSIDE CODE OF ORDINANCES, BY ADDING SECTION 54-66, "PUBLIC URINATION AND DEFECATION PROHIBITED;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority, including police and regulatory powers; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances in order to promote and ensure the public interest, safety, and welfare and to reduce public nuisances that are detrimental to the health, safety and welfare of its residents, visitors, business/retail owners and patrons, and the general public; and

WHEREAS, the Town Commission finds that public urination and/or defecation is a public nuisance and detrimental to the health, safety, and welfare of the Town and its residents, visitors, business/retail owners and patrons and the general public; and

WHEREAS, an ordinance to prohibit public urination and/or defecation was initially raised and discussed at the Special Town Commission Meeting on January 10, 2023; and

WHEREAS, at the Special Town Commission Meeting on January 10, 2023, the Town Commission directed the Town Attorney to prepare a proposed ordinance; and

WHEREAS, Chapter 54, Article III, of the Town of Surfside (the “Town”) Code of Ordinances (the “Code”) protects the health, safety, and welfare of Town residents and visitors by prohibiting offenses involving public peace and order; and

WHEREAS, the Town Commission desires to protect and preserve the health, safety, and welfare of its residents, visitors, business/retail owners and patrons and the general public, by adding Section 54-66 to the Town Code prohibiting public urination and/or defecation in public places; and

WHEREAS, the Town is a small municipality in northeast Miami-Dade County, Florida, bounded by other municipalities and natural boundaries with a two-block business district and limited physical resourced; and

WHEREAS, public bathroom facilities exist within the Town and are open for use by the general public 24 hours a day, seven (7) days a week, and are currently being utilized by the general public; and

WHEREAS, the Town Commission finds that amending Chapter 54 of the Town’s Code in order to prohibit public urination and/or defecation in public places in the Town as set forth herein is a legitimate public purpose in the best interest of the public health, safety and welfare of the Town, its residents, visitors, business/retail owners and patrons and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:¹

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

¹ Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by adding Section 54-66 of Chapter 54, "Offenses Miscellaneous Provisions", as follows:

Chapter 54 – Offenses and Miscellaneous Provisions

Article III. – Offenses Involving Public Peace and Order

Division 1. – Generally

* * *

Sec. 54-66. – Public Urination and Defecation Prohibited.

- (a) It shall be unlawful for any person to urinate and/or defecate on or in any public property within the Town that has not been designed for or designated for use as a toilet or bathroom facility.
- (b) Subsection (a) of this section shall not apply to children under five (5) years old, or to persons with impairments or disabilities who lack the physical or mental ability to control their bodily functions; except that such person's parent, guardian, or custodian shall be responsible for the immediate clean up and sanitary disposal of any waste expelled by the child or person with impairments or disabilities. For purposes of subsection (b) of this section, a person with impairment or disability does not include intoxicated individuals or individuals who are impaired due to the taking of illegal substances or substances not legally prescribed to them.
- (c) A violation of this section may be enforced as provided in section 1-8 of this Code or as otherwise provided by law. Any law enforcement officer or code enforcement officer of the Town is authorized to enforce this section. As provided in Section 162.22, Florida Statutes, a person violating the provisions of this municipal ordinance, upon conviction, may be sentenced to a pay a fine, not to exceed \$500, and may be sentenced to a term of imprisonment not to exceed 60 days.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,

then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Codification. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2023.

First Reading:

Motion by: _____

Second by: _____

Second and Final Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

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

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



MEMORANDUM

ITEM NO. 5A.

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

From: Acting Town Manager Hector Gomez

Date: March 14, 2023

Subject: **Professional Services for Dune Resiliency and Beautification Project**

Town Administration is seeking Town Commission approval to contract with Kimley-Horn & Associates and expend up to \$111,500 per proposal dated January 24, 2023, with scope of services as found in Attachment A. Kimley Horn & Associates is a Town retained engineering firm.

The Town of Surfside submitted a grant application on July 31, 2022, to the Florida Department of Environmental Protection (FDEP) and was selected for a Fiscal Year 2023/2024 Beach Management Funding Assistance Program grant award. The grant funded project is a Dune Resiliency and Beautification Project that consists of removing invasive plant species, installing a diverter dune at critical areas, reinforcing the eastern boundary of the system, increasing dune height at various areas, and installing additional native plant species. Upon notification of the grant award, the Town is now ready to commence the design and permitting of the project.

The Town Administration has selected Kimley-Horn & Associates (KHA) to provide these professional services at an amount of one-hundred eleven-thousand five hundred dollars (\$111,500). KHA has provided the attached, hereto as Exhibit "A" to the resolution, proposal outlining the scope of services to be provided under this agreement. KHA, the Consultant, will perform the following tasks with relation to this Project: Kick-Off Meeting, Topographic Survey, Construction Plans, and Permit Coordination. Permitting will include working with local, state, and federal levels of government.

The Town Administration has already commenced outreach to the government partners that will play a role in reviewing and approving the design and implementation of this critical resiliency work. Miami-Dade County, FDEP, and Army of Engineers have all been informed of the work to be done along this federalized-beachside.

In addition, the Town has previously allocated funding for the design of this Project through the 2022/2023 budget. Funding is available to proceed with the aforementioned activities.

The Town would like to enter into agreement with the Consultant to commence design and permitting services for the Surfside Dune Resiliency and Beautification Project and is seeking Town Commission approval to expend funds on these professional services.

[Resolution Approving Project Agreement with Kimley-Horn - Dune Resiliency Beautification Project](#)

[Exhibit A - Kimley-Horn - Project Agreement - Dune Beautification and Resiliency Project](#)

[Scope of Services - Proposal.pdf](#)

RESOLUTION NO. 2023-_____

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

WHEREAS, the Town of Surfside (the “Town”) submitted a grant application to the Florida Department of Environmental Protection (FDEP) for the Dune Resiliency and Beautification Project (the “Project”) and was selected for a Fiscal Year 2023/2024 Beach Management Funding Assistance Program grant (the “Grant Award”); and

WHEREAS, the Project is proposed to be funded by the Grant Award and consists of removing invasive plant species, installing a diverter dune at critical areas, reinforcing the eastern boundary of the system, increasing dune height at various areas, and installing additional native plant species; and

WHEREAS, the Town is in need of design and permitting services for the Project; and

WHEREAS, the Town has allocated funding for the design of the Project in the Fiscal Year 2023-2023 budget; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants’ Competitive Negotiation Act), the Town has retained the services of Kimley-Horn and Associates, Inc. (the “Consultant”) for professional engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the “CSA”); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the “Agreement”), authorizing the Consultant to provide design and permitting services for the Project (the “Services”); and

WHEREAS, the Agreement, attached hereto as Exhibit “A,” provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services; and

WHEREAS, in accordance with the Agreement, attached hereto as Exhibit “A,” compensation for the Services shall consist of a total lump sum fee of \$111,500; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit “A”, and authorize the expenditure of such funds; and

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

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

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

Section 2. Approval of Agreement. The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby 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 and subject to final approval by the Town Manager and Town Attorney as to form, content,

and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed \$111,500.

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

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

PASSED AND ADOPTED this ___ day of _____, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Dune Resiliency and Beautification Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Dune Resiliency and Beautification Project

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as “Consultant”) dated April 2, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2023, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **DESIGN AND PERMITTING SERVICES** for the Dine Resilient and Beautification Project and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “A,” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “A.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit “A.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee of \$111,500.00

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole

discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Hector Gomez, Acting Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]



January 24, 2023

Mr. Hector Gomez, Public Works Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

**RE: *Dune Resiliency & Beautification Project
Town of Surfside, FL***

Dear Mr. Gomez:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”), in connection with the Town of Surfside “Continuing Professional Engineering Services Agreement RFQ No. 2020-06” is pleased to submit this letter agreement (the “Agreement”) to Town of Surfside (“Client” or “Town”) for providing professional services associated with the Dune Resiliency & Beautification Project.

Project Understanding

The Town of Surfside beach dune system was initially constructed by the U.S. Army Corps of Engineers (USACE) between 1977 and 1978. The Town’s dunes system is a mile long located along the eastern coast which extends from 87th Street to 96th Street. On average, it is approximately 80 linear feet in width. Since its initial construction, the Town’s beach has been nourished three additional times, including a 2020 nourishment. The 2020 post-construction monitoring of the most recent nourishment project showed that the Surfside fill area continued to disperse as the beach equilibrated based on the wave conditions.

The project will improve dune resiliency by increasing the crown of the dune and incorporating additional diverter dunes if deemed necessary. Landscaping and vegetation will be improved by replacing invasive species and bare patches with resilient native landscaping. The project will also seek to improve shade canopy and lighting. The Town of Surfside has developed a Dune Plan as well as prepared proposed preliminary project plans that cover eradication of invasive species, trimming and replanting of desirable species, and improvements to the resilience and aesthetic condition of the dune system. The professional services associated with this project includes design, permitting, bid document development, bidding assistance, and limited construction phase services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – KICK OFF MEETING

Kimley-Horn will conduct a kick-off site visit to observe existing conditions, assess potential design integration with surrounding spaces, and truth the survey provided in Task 2. Kimley-Horn will also attend one (1) kick-off meeting with the Town to discuss the project, desired project elements, and to review the project timeline and milestones.

During this task, Kimley-Horn will perform the following:

- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the project limits.

- Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.

TASK 2 – TOPOGRAPHIC SURVEY

Kimley-Horn will engage sub-consultant, Stoner Associates, Inc. (licensed surveyor) to prepare a topographic survey of the project area, between 87th Terrace and 96th Street.

General:

The sub-consultant shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. Work shall be conducted to the highest level of industry standards and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. Work shall meet or exceed the Standards of Practice (Standards) set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. If time permits, deviations from the scope of work shall be addressed via formal approved addendum to the executed Agreement for Professional Services.

Horizontal and Vertical Data:

Horizontal Datum: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83, 2011) Vertical Datum: Feet, relative to the National Geodetic Vertical Datum of 1929 (NGVD 29).

Horizontal and Vertical Control:

The sub-consultant shall conduct an initial site reconnaissance to identify necessary vertical and horizontal control needed for the survey. Prior to data collection efforts, survey control will be recovered and verified using either differential leveling or Real-Time Kinematic (RTK) Global Positioning System (GPS) techniques, whichever methodology is deemed most practical.

Data Collection:

The survey will extend from the east side of the emergency use path to edge of beach at the eastern toe of the dune. Sub-consultant will obtain cross sections every 50 feet along the alignment of the walking path atop the dune, capturing centerline, edge of path, and grade breaks along each cross section. Sub-consultant will identify edges of vegetation and trees 3” diameter or larger with common tree name and diameter. Survey data shall be collected from toe of slope to toe of slope utilizing angle-distance total-station, RTK GPS, and or conventional rod, chain and level methodologies as needed.

TASK 3 – CONSTRUCTION PLANS

Utilizing the survey provided under **Task 2**, Kimley-Horn shall prepare Construction plans for the dune improvement project. These Plans shall show the dune improvement which will include removal of undesirable invasive species, located by others. The plans will also depict the erosion protection measures within the project limits. The basis for design will be the Miami-Dade County Public Works Manual and South Florida Water Management District (SFWMD) Design Manual where applicable. The following plan sheets will be included in the Construction Plans:

1. Cover Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Engineering Plan Sheets – Containing the geometric, horizontal and vertical alignment for the dune improvements within the project area. Existing and proposed vertical alignment of walking path atop dune will be shown on these sheets.
3. Landscape Plan Sheets – Containing the proposed plantings and lighting for the dune improvements within the project area. These sheets shall also include the removal of trees and invasive vegetation.

Exhibit A



Mr. Hector Gomez, January 24, 2023, Page 3

4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the Miami-Dade County Details or South Florida Water Management District.
5. Storm Water Pollution Prevention Plans
6. General Notes Plan
7. Provide types of fill to be used (specs); Tree protection detail (If Any)

As part of this task, Kimley-Horn will prepare bid documents to be included with the Town's overall solicitation. This includes preparing a bid form, project description, specifications as needed and any additional information that is required to provide the contractors enough information to bid the project.

TASK 4 – PERMIT COORDINATION

Kimley-Horn will assist the Town with the permit submittal and supporting documentation for the project to Miami-Dade County (MDC), Florida Department of Environmental Protection (FDEP), and if required, the U.S. Army Corps of Engineers (USACE). Kimley-Horn anticipates the permit process will be coordinated through the Joint Coastal Permit (JCP) process administered by FDEP. Kimley-Horn will provide three (3) copies of the design plan sets to the County, FDEP, and USACE for distribution to the appropriate departments for their review.

All permit fees will be paid directly by the Town. Consultant will respond to up to two (2) rounds of reasonable requests for additional information from the agencies.

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

1. Environmental surveys, studies, or reports
2. Temporary and/or permanent easement development/acquisition
3. Drainage design or permitting
4. Bidding Assistance
5. Limited Post Design Services

Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-6** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Kick-Off Meeting	\$5,000
2	Topographic Survey	\$22,000
3	Construction Plans	\$62,500
4	Permit Coordination	\$22,000
<i>Total Lump Sum Fee</i>		<i>\$111,500</i>

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

The terms and conditions of Town of Surfside “Continuing Professional Engineering Services Agreement”, RFQ No. 2020-06, shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Matt Brosman at 954-535-5109 if you have any questions.

Very truly yours,



Stefano Viola, P.E.
Vice President



Matt Brosman, P.E.
Project Manager



MEMORANDUM

ITEM NO. 5B.

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

From: Acting Town Manager Hector Gomez

Date: March 14, 2023

Subject: **Consultant for Grant and Related Contract Project Administration**

Town administration is seeking Town commission approval to expend up to \$ 75,000 for fiscal year 2023 for In Alignment Consulting services.

The Town entered into a one-year agreement with Consultant, In Alignment Consulting, for grant administration and consulting services, on March 21, 2021. The agreement can be renewed for up to four (4) additional one (1) year terms, not to exceed five (5) years total for the Agreement. Since the Consultant commenced providing grant services to the Town, the Town has been awarded grants from the Florida Department of Transportation (“FDOT”) and Florida Department of Environment Protection (“FDEP”). Over the past several years, the Town has paid the Consultant on an hourly basis for services rendered. The overall spend has been under \$50,000 for the past 3 years.

In Alignment Consulting will continue to provide grant consulting services with more comprehensive post-award duties to include contract administration support and related project management services as needed. The Town is working to improve its contract and project management processes to better align with grant funding requirements, hence, In Alignment Consulting will be providing tailored services to support with these activities. It is still granting consulting, but the post-award support In Alignment provides will be more hands-on and robust to assist the Town Administration with its growing grant project portfolio since it currently does not have a Capital Projects Division or Procurement Section.

The services provided by the Consultant to the Town have been of great quality, yielding high results, with a minimal fiscal expenditure. The Consultant has not requested any fee schedule increases for the calendar year. Town administration is seeking Town commission approval to expend up to \$ 75,000 for fiscal year 2023 for In Alignment Consulting services.

[Resolution Approving First Amendment to In Alignment Consulting Agreement](#)

[Exhibit A - First Amendment to In Alignment Agreement](#)

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 24, 2021, the Town of Surfside (the “Town”) entered into a Professional Services Agreement (the “Agreement”) with In Alignment Consulting, LLC (the “Consultant”) for grant administration and consulting services (the “Services”), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, the Town has renewed the Agreement for an additional one (1) year term; and

WHEREAS, the Town desires to amend the Scope of Services to add additional duties, including contract administration support and related project management services (the “Additional Services”), in an amount not to exceed \$75,000 per year; and

WHEREAS, the Town Commission desires to authorize the Town Manager to enter into a First Amendment to the Agreement (the “First Amendment”), in substantially the form attached hereto as Exhibit “A,” to provide the Additional Services in an amount not to exceed \$75,000 per year; and

WHEREAS, the Town Commission finds that the First Amendment is in the best interest and welfare of the Town and wishes to approve the same in substantially the form attached hereto as Exhibit “A.”

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The First Amendment between the Town and Consultant, in substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the First Amendment in an amount not to exceed \$75,000 annually on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the First Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 14th day of March, 2023.

Motion By: _____

Second By: _____

Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
IN ALIGNMENT CONSULTING, LLC

FOR

THE PROVISION OF GRANTS PRE-AWARD AND POST-AWARD CONSULTING
SERVICES FOR THE SCOPE OF SERVICES RELATED TO GRANT FUNDING
NEEDS ANALYSIS, RESEARCH, WRITING, AND ADMINISTRATION

THIS FIRST AMENDMENT TO THE AGREEMENT ("First Amendment") is entered into as of this ____ of _____, 2023, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the "Town"), and **IN ALIGNMENT CONSULTING, LLC**, a Florida limited liability company (the "Consultant").

WHEREAS, on March 24, 2021, the Town entered into a Professional Services Agreement (the "Agreement") with the "Consultant for grant administration and consulting services (the "Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, the Agreement is currently in the second year of the term and will be renewed by the Town for an additional one-year term; and

WHEREAS, the Town requires additional Services including contract administration support and related project management services (the "Additional Services"), in an amount not to exceed \$75,000 per year; and

WHEREAS, the Town wishes to enter into a First Amendment to the Agreement to amend the Agreement's Scope of Services in order to provide the Additional Services at a cost not to exceed \$75,000 per year, as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: ¹

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Scope of Services.** Exhibit "A", "Scope of Services," of the Agreement is hereby amended and replaced with Exhibit "A" hereto.
3. **Compensation.** Section 4, "Fee," of the Agreement is hereby amended as follows:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

4.1 AMOUNT OF PAYMENT

In consideration of the Services to be provided, Consultant shall be compensated at a billable rate following the mutually negotiated hourly rates as provided below:

Funding Needs Analysis	\$60.00 per hour
Grant Research and Funder Communications	\$50.00 per hour
Grant Application/Presentation Development/Writing	\$75.00 per hour
Grant Documentation Review/Editing	\$50.00 per hour
Grant Post-Award Administration	\$75.00 per hour
In-Person/Online Meetings/Presentations Attendance	\$100.00 per hour

The Town will direct the Consultant to conduct specific grant tasks in accordance with the fee schedule provided above. The Consultant will assess the task workload and provide the estimated amount of billable hours required to complete each task. The Town will provide approval to the Consultant in writing to proceed with the work once the estimate has been reviewed. The Consultant will not exceed the amount approved for billable hours without written permission by the Town to exceed the original approved amount. Notwithstanding the foregoing, Fees in any one Fiscal Year of the Town, commencing on the Effective Date of this First Amendment, shall not exceed ~~\$24,000~~ \$75,000, with each authorization to expend per task or monthly issued by Town Purchasing Order.

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Hector Gomez, Acting Town Manager

Date Executed: _____

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

IN ALIGNMENT CONSULTING LLC, a Florida limited liability company

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant will provide the following services to the Town:

1. Funding Needs Analysis – The Consultant will work with Town staff to facilitate meetings with Town departments to assess the validity of currently funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.
2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, County, Foundation, and other Agencies/Organizations that support the Town’s funding needs and priorities emphasizing grants, which require no “matching” funds and grant opportunities identified by the Town.
3. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the Town, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the Town.
4. Grant Post-Award Administration – Provide post-award grants administration services to include, but not limited to, grant compliance guidance, grant agreement review and feedback to the Town, grant project management support, grant and contract administration and management support, related project management services, and amendment/extension requests to the funders.

Other Professional Services – as required, including, but not limited to: providing representation on behalf of the Town on State, County and Federal grants awarded to communicate with grant program officers and related parties, as well as preparing presentations for funders and Town staff and participating and/or leading such meetings, training and required events.

All services listed above will be requested by the Town on a task by task request and the Consultant will provide an estimate of billable hours to the Town contact lead who will be responsible for approving the grant tasks and related invoices for payment.

The Consultant will provide the Town Manager quarterly summaries of grants the Town has applied for with the grant writer’s assistance and the outcome of each grant request. Reports will be issued via email to the Town Manager commencing on or before July 15, 2021, October 15, 2021, January 15, 2022 and April 15, 2022 (if Agreement is renewed).



MEMORANDUM

ITEM NO. 5C.

To:

From: Shlomo Danzinger, Mayor

Date: March 14, 2023

Subject: **Resolution Strongly Opposing a Proposal for Cashless Bail, Allowing for Criminals to be Released on Their Own Recognizance**

For the commission to adopt the resolution opposing the recent proposal for cashless bail reform.

The proposed cashless bail reform entails granting defendants charged with non-domestic assault and battery the possibility of being released on their own recognizance (ROR) without posting a bond, prior to appearing in court. Such an initiative has the potential to pose a significant risk to public safety in our communities.

Our legal system is designed to safeguard the public by allowing a judge to determine the conditions of release on a case-by-case basis, considering the nature of the crime, the accused, and the victim.

Implementation of cashless bail could result in increased instances of suspects absconding, leading to a higher number of bench warrants and alias capias for their failure to appear in court, consequently fueling further criminal activity, victimization, and recidivism.

We have observed States such as New York, California, and Illinois that have adopted comparable measures and witnessed numerous crimes committed by assailants who were released on ROR the same day they were arrested. It is crucial that the State of Florida avoids adopting similar bail reforms that have proven to be ineffective.

[Resolution Opposing Cashless Bail](#)

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, STRONGLY OPPOSING CASHLESS BAIL REFORM ALLOWING ARRESTEES TO BE RELEASED ON THEIR OWN RECOGNIZANCE (ROR); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, any cashless bail proposal providing individuals charged with low-level, non-violent crimes to be released without a monetary bond (cashless bail) prior to a first appearance before a judge, unless the accused has a history of missed court appearances or a significant prior criminal record, results in suspects being release on their own recognizance (ROR); and

WHEREAS, if such a proposal went into effect, a defendant charged with non-domestic assault and battery would be eligible for ROR, without posting a bond and before appearing in front of a judge, endangering public safety in our communities; and

WHEREAS, judges should determine issues of release, and its conditions, on a case by case basis based on the circumstances of the crime, the accused, and the victim; and

WHEREAS, cashless bail will facilitate the flight of those arrested resulting in more bench warrants and alias capias (for the suspect's failure to appear in court post-release), leading to more criminal activity, victims, and recidivism; and

WHEREAS, pursuant to Florida law, persons arrested for certain crimes, appear before a judge within 24 hours of arrest where the judge reviews the charges, probable cause for the arrest, whether the suspect can afford an attorney, and sets the bond or conditions of release; and

WHEREAS, states such as New York, California, and Illinois have adopted comparable measures and witnessed numerous crimes committed by assailants who were released on ROR the same day they were arrested; and

WHEREAS, it is crucial that the State of Florida avoid adopting similar bail reforms that have proven to be ineffective; and

WHEREAS, in 2010, the Florida Constitution was amended to include “Marsy’s Law”, where each victim of a crime and the victim’s family has the right to be considered when setting bail or conditions for a pre-trial release to ensure the safety and welfare of the victim and the victim’s family; and

WHEREAS, cashless bail would allow criminal defendants to be released on their own recognizance for first and second-degree misdemeanors, and third-degree felonies, such as disorderly conduct and petit theft, and thwart victim’s rights; and

WHEREAS, the Town Commission strongly opposes cashless bail reform, to the extent it eliminates bail or a first appearance of an arrestee before a judge to determine bail, or the conditions of any release, and most certainly opposes cashless bail and automatic release of an arrestee on the arrestee’s own recognizance

WHEREAS, the Town Commission finds this Resolution to be in the best interest of the Town and its residents.

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Opposition. The Town Commission hereby opposes cashless bail reform, to the extent it eliminates bail or a first appearance of an arrestee before a judge to

determine bail, or the conditions of any release, and opposes cashless bail and automatic release of an arrestee on the arrestee's own recognizance.

Section 3. Transmittal. The Town Clerk is hereby authorized to transmit this Resolution to the Miami-Dade County Legislative Delegation, the Florida League of Cities, the Miami-Dade County League of Cities, Mayors in Miami-Dade County, and Governor Ron DeSantis, and all such other persons as is necessary and proper.

Section 4. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 14th day of March, 2023.

Motion By: _____

Second By: _____

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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



TOWN MANAGER'S REPORT

MARCH 14, 2023

I. TOWN DEPARTMENTS

Building Department

A. Building Permits issued for the demolition and construction of 96th Street Park – The Building Department has issued the Building Permits for the following phases of the 96th Street Park: demolition of existing building, placement of construction modular office and main building foundation. Other permit in the process of issuance are master building permit, kayak launch and site improvements.

B. Building Permit issued for Hawthorne Street Tot Lot Renovation – The Building Department has issued the permit for the demolition and reconstruction of the Tot Lot.

C. Building Department Permit and Inspection numbers: As of February 28, 2023, the numbers are as follows: Building Permits issued: 100; Inspections performed: 221; Lien search: 19; TCOs issued: 3.

D. Limited Launch of Customer Self Service Portal – The Building Department continues to add permit types as part of the launch of the CSS Portal. The following permits are now available to apply for online: Driveways (Commercial and Residential), Fences (Commercial and Residential); HVAC straight changeouts; Driveway (Sidewalk); Floor and Soundproofing Installation and New/Replacement Garage Door. The purpose of this limited launch is to test the system on small permit types before launching the portal for the larger permits. Fixes and adjustments are under way and additional permit types will be added on a month-to-month basis. Additionally, the Town will host Citizen Serve (another self-service system) to explore other online permitting options.

Code Compliance Division

A. As of February 28, 2023, the total number of open cases being managed is 198. Of these cases, 88 are actively working towards compliance; 13 cases are on-hold; 15 cases are in the Special Master hearing queue; 20 cases are in post-hearing status; 16 code cases have been issued liens and remain unpaid; 46 code cases have service

liens and remain unpaid. All properties with unpaid liens are sent reminder letters to contact us to reach a resolution. The Code Compliance staff has conducted an approximate of 227 inspections from January 25, 2023, to February 28, 2023.

B. The Division presented 10 cases to the Special Magistrate on Wednesday February 15, 2023.

C. Collected Civil Penalty Fines – Unsolved cases accrue fines until the code violation is resolved. After the violation is corrected, the property owner is notified to remit the fine amount due, reach a settlement agreement with the Town, or request a Mitigation of Fines Hearing.

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

- FY 23: As of February 28, 2023, 30 cases have paid/settle for a total monetary collection of \$ 18,774.20.
- FY 22: 98 cases paid/settle for a total monetary collection of \$95,201.54.
- FY 21: 86 cases paid/settled for a total collection of \$39,464.

D. The Code Compliance Division has assisted the Finance Department by conducting 24 Code lien searches from January 25, 2023 to February 28, 2023.

E. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services & Public Communications Department

A. Expanded, Refreshed Town Gazette – Tourism and Communications recently refreshed and updated the layout for the monthly Town Gazette. More editorial in nature, the updates are part of an effort to modernize the publication's design in addition to including more commission and community content. The Gazette has also expanded to 24 pages on a permanent basis. Town will fund the Gazette by 50% from tourist resort tax commencing fiscal year 2024 as content is partially aimed at tourism.

B. Town Website Refresh Project Advancing – Tourism and Communications met with the Town Manager to discuss updates on the website refresh project and go over the primary design changes which include widening the website and making full use of available real estate, updating fonts and colors, and modernizing the overall look and feel. The updates will also include departmental homepages for all teams in order to improve user experience and make content easier to find. Launch is projected for end of April 2023.

C. Highlighting New Businesses – Tourism and Communications is highlighting several new Town businesses over the course of the next few weeks beginning with

boutique WOW (World of Women) which was featured in the March Gazette during Women's History Month given that it is owned by women and only features products from women. The Team will next feature new kosher sushi restaurant TYO Sushi in the April edition and Koolulu Mediterranean in May. The businesses will also be highlighted on social media and tourism newsletters.

D. Utility Boxes – Tourism and Communications is in the process of wrapping seven utility boxes located in the business district or near Town Hall. Anticipated completion is projected for end of April 2023.

Human Resources

Human Resources continues to provide support and assistance to the Town Administration, departments and staff in relation to a variety of items/services to include:

A. Fraternal Order of Police (FOP) – The forth collective bargaining meeting was held February 22, 2023.

B. Interviews – Interviews for Building Permit Technician, Communications Operator, Custodian, Maintenance Worker – Water and Sewer, CDL and Heavy Equipment Operator, Lifeguard PT, and Recreation Leader I were conducted.

C. Risk Management – Submitted claims, responded to adjuster questions, and coordinated appraisal regarding to damaged Town property.

D. Background/Offer/New Hire Orientation – Prepared offer of employment letters. Conducted/coordinated background investigations, pre-employment physicals, and psychological evaluations. Facilitated, the employment orientation for new hire (Police Officer, Lifeguard PT, Structural Plans Examiner, Communications Operators) and conducted level 2 background screening (AHCA) of Parks and Recreation new hires and program instructors.

E. EEOC Complaints – Awaiting on response from EEOC with regards to complaint filed by former employee, Malarie Dauginikas.

F. Workers Comp – Assisted staff and FLC attorney regarding workers comp matter.

G. Safety and Wellness Initiatives – Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

H. Other Human Resources Functions to include:

- Employee appreciation, recognition, and activities
- Pre-employment Background Check
- Conditional offer of employment offers (withdrawal – when applicable)

- New hire orientation
- New hire reporting – Florida Department of Revenue
- Labor statistics report – U.S. Department of Labor Statistics
- Workers' compensation
- Grievance
- Interviews
- Exit interviews
- FMLA
- Personnel counseling
- Retirement plan related assistance
- Recruitment/Advertising for vacancies
- Responding to candidates/acknowledge resumes received
- Verification of Employment Requests
- Personnel maintenance changes
- Insurance enrollment, changes and termination of coverage
- Public records requests related to personnel (active/inactive)
- Criminal records check – level 2 for Parks & Recreation

Finance Department

Monthly Budget to Actual Summary as of January 31, 2023 – *Attachment "A"*

Parks and Recreation Department

A. Facilities/Hours of operation – Parks and Recreation continues to assist in the oversight of construction of 96th Street Park. P&R is overseeing the following facilities: The Community Center, the Beach Lifeguard Tower, Hawthorne Tot Lot, and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Pool hours are from 7:00 a.m. 7:00 p.m. for month of March.

B. Hawthorne Tot Lot update – The renovations to the park are scheduled to commence Monday, February 27th. The first part of the project will involve the tree trimming/pruning, root barrier installation and the mulch removal. This phase will take approximately 1-2 weeks to complete. Then the demo and installation of the equipment will take place, along with the new poured in surface. Project is still on track to be completed by late April.

C. After Care Program Update – The Agreement has been signed by both parties. The YMCA is working on completing and signing the affidavit for the agreement. P&R staff is in weekly communication with the YMCA and will soon start working on advertisement for our Summer Camp program.

D. Programming – Spring program session is scheduled to begin March 6, 2023. Parks and Recreation is offering over 24 programs for youth, adults and seniors. Staff continues to look for ways to enhance programming and ensure the needs of the community are met. Soccer continues to run in Normandy Park in Miami Beach due to the closing of 96th Street Park for construction. First session of programming at Normandy has been successful. P&R brought back the seasonal Senior Brunch Bunches and the first 3 have been very successful. The next brunch will take place Friday, March 17, 2023.

E. Events – The annual 5k run/walk took place on Sunday, February 12, 2023 and it was a success with a turnout of over 170 registered runners. The Groundbreaking Event for Hawthorne Tot Lot took place Wednesday, February 15, 2023 at 4:30pm at Hawthorne Tot Lot. The splash into spring egg hunt is scheduled to take place Sunday, April 2, 2023 from 10am – 1pm at the Surfside Community Center.

F. 96th Street Park Update – Lunacon has commenced the construction process.

Some of their activities included:

- Take formal possession of the site.
- Take survey vertical and horizontal controls that will serve for the construction operations.
- Commenced demolition
- Commenced foundation work
- Commenced tree relocation process
- Construction trailer has been delivered onsite

During the upcoming days, the Contractor will:

- Continue buyout of key subcontractors
- Order long lead items

G. Beach Chair Service – Beach Chair Service commenced Monday, February 27, 2023. The highly anticipated service will be offered to Surfside residents only and will take place on a first come, first serve basis. Residents will be required to show proof of residency at the Surfside Community Center front desk.

Planning Department

Development Application Process (2012 – Present) – *Attachment "B"*

Police Department**A. Police Department Statistics (February 1 – February 21, 2023)**

- Traffic Citations – 268
- Parking Citations – 346
- Arrests – 5
- Dispatch Events – 947
- Incident/Crime Reports – 40

B. Swearing-In Ceremony for New Surfside Police Officer

Officer Robert Hernandez was sworn in as Surfside's newest Police Officer on Monday, February 27, 2023 in the Commission Chambers. Officer Hernandez joins us from the Miami-Dade Schools Police Department and we welcome him to our Surfside family!

C. Police Events/Community Outreach

- The Surfside Under the Stars event is March 4, 2023 from 6:00 p.m. – 9:00 p.m. on 93rd Street between Collins and Harding Avenue. The Police Department will assist the Tourist Board with traffic control, street closures and pedestrian safety from 1:00 p.m. to 10:00 p.m.
- Ellie's Army Foundation (in honor of Ellie who passed away from her illness) is a non-profit organization which provides financial assistance to children and young adults who are battling life-threatening illness. The DirtySocks 5K Run and Walkathon benefiting Ellie's Army Foundation will be held on March 5, 2023 in Aventura, Florida beginning at 8:00 a.m. Officer Ronald Donoso will participate in the event in the capacity of bicycle patrol.
- Chief John Healy and Captain Antonio Marciante will meet with Rabbi Gidon Moskowitz from Young Israel, the week of on March 6, 2023, to introduce themselves and discuss public safety protocols.
- The Surfside Police Department will host two community blood drives on March 12 and March 29, 2023 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Town of Surfside's Third Thursday event will take place March 16, 2023 from 6:00 p.m. to 9:00 p.m. at 9500 Collins Avenue (200 block of 95th Street). Three police officers/or parking enforcement officers will assist with the street closures and pedestrian safety from 2:00 p.m. to 11:00 p.m.
- The FLOW (Florida Licensing on Wheels) is March 28, 2023 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The monthly Coffee with the Cops – March 30, 2023 at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 02/01/2023 - 02/28/2023

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	1	0	
Beach Issue	4	0	
Code Compliance (Violation)	2	1	0
Dog Stations (P & R)	0	0	
Drainage/Flooding (PW)	0	0	
Graffiti (PW)	1	0	
Other	3	1	0
Police (Safety Concern)	3	3	3.3
Solid Waste (Residential) (PW)	0	0	
Street lights (PW)	1	0	
Beach Patrol	0	0	
Parking Issue	0	0	
Construction Issues	1	0	

III. TOWN PROJECTS

Projects Detail Sheets – Attachment “C”

Respectfully submitted by:

Hector Gomez, Acting Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2023
As of JANUARY 31, 2023
33% OF YEAR EXPIRED (BENCHMARK)

Page

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03/14/2023

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 13,748,563	\$21,293,192	65%
EXPENDITURES	11,812,740	\$21,293,192	55%
Net Change in Fund Balance	1,935,823		
Fund Balance-September 30, 2022 (Unaudited)	15,743,982 A		
Fund Balance-January 31, 2023 (Reserves)	<u>\$ 17,679,805</u> B		
TOURIST RESORT FUND - 102			
REVENUE	\$ 1,682,351	\$6,857,455	25%
EXPENDITURES	2,295,133	\$6,857,455	33%
Net Change in Fund Balance	\$ (612,782)		
Fund Balance-September 30, 2022 (Unaudited)	6,744,503 C		
Fund Balance-January 31, 2023 (Reserves)	<u>\$ 6,131,721</u> D		
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$48,400	0%
EXPENDITURES	\$ 948	\$48,400	2%
Net Change in Fund Balance	\$ (948)		
Fund Balance-September 30, 2022 (Unaudited)	172,082		
Fund Balance-January 31, 2023 (Reserves)	<u>\$ 171,134</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 86,922	\$528,356	16%
EXPENDITURES	\$ 348,889	\$528,356	66%
Net Change in Fund Balance	(261,967)		
Fund Balance-September 30, 2022 (Unaudited)	409,259		
Fund Balance-January 31, 2023 (Reserves)	<u>\$ 147,292</u>		
BUILDING FUND - 150			
REVENUE	\$ 449,679	\$1,673,327	27%
EXPENDITURES	720,321	\$1,673,327	43%
Net Change in Fund Balance	(270,642)		
Fund Balance-September 30, 2022 (Unaudited)	2,542,206		
Fund Balance-January 31, 2023 (Reserves)	<u>\$ 2,271,564</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 5,760,213	\$17,978,667	32%
EXPENDITURES	10,206,926	\$17,978,667	57%
Net Change in Fund Balance	(4,446,713)		
Fund Balance-September 30, 2022 (Unaudited)	10,559,053		
Fund Balance-January 31, 2023 (Reserves)	<u>\$ 6,112,340</u>		

NOTES:

1) Many revenues for January 2023 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.

A The total unaudited balance of \$15,473,982 includes \$7,704,488 committed for operations & maintenance, hurricane/natural disaster, budget stabilization and capital. The balance of \$8,039,494 is unassigned fund balance (reserves).

B Includes \$8,721,494 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$8,958,311 is unassigned fund balance (reserves).

C The total unaudited balance of \$6,744,503 includes \$720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$6,024,218 is unassigned fund balance (reserves).

D Includes \$849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,281,875 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 1,489,269	\$5,131,739	29%
EXPENDITURES	1,430,208	\$5,131,739	28%
Change in Net Position	59,061		
Unrestricted Net Position-September 30, 2022 (Unaudited)	(944,589)		
Unrestricted Net Position-January 31, 2023 (Reserves)	\$ (885,528)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 638,717	\$1,616,544	40%
EXPENDITURES	562,973	\$1,616,544	35%
Change in Net Position	75,744		
Unrestricted Net Position-September 30, 2022 (Unaudited)	2,292,492		
Unrestricted Net Position-January 31, 2023 (Reserves)	\$ 2,368,236		
SOLID WASTE FUND - 403			
REVENUE	\$ 801,689	\$1,910,784	42%
EXPENDITURES	789,494	\$1,910,784	41%
Change in Net Position	12,195		
Unrestricted Net Position-September 30, 2022 (Unaudited)	(192,856)		
Unrestricted Net Position-January 31, 2023 (Reserves)	\$ (180,661)		
STORMWATER FUND - 404			
REVENUE	\$ 321,412	\$5,250,749	6%
EXPENDITURES	589,234	\$5,250,749	11%
Change in Net Position	(267,822)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	2,992,167		
Unrestricted Net Position-January 31, 2023 (Reserves)	\$ 2,724,345		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 1,001,666	\$1,525,537	66%
EXPENDITURES	1,279,685	\$1,525,537	84%
Change in Net Position	(278,019)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	1,349,421		
Unrestricted Net Position-January 31, 2023 (Reserves)	\$ 1,071,402		



Andria Meiri, Budget Officer



Hector Gomez, Acting Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2019 - January 2023

FUND	9/30/2019	9/30/2020	9/30/2021	9/30/2022	1/31/2023	CAGR ^(a)
General	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 15,743,982	\$ 17,679,805	1.7%
Tourist Resort	1,640,525	2,109,658	4,264,457	6,744,503	6,131,721	60.2%
Police Forfeiture	105,725	168,289	221,034	172,082	171,134	17.6%
Transportation Surtax	328,377	442,856	569,453	409,259	147,292	7.6%
Building	2,563,517	1,991,388	1,904,548	2,542,206	2,271,564	-0.3%
Capital Projects	3,048,582	4,899,128	5,894,823	10,559,053	6,112,340	51.3%
Water & Sewer	(2,367,098)	(1,733,610)	(1,389,877)	(944,589)	(885,528)	-26.4%
Municipal Parking	1,198,948	1,293,993	1,657,883	2,292,492	2,368,236	24.1%
Solid Waste	641,636	219,615	(271,836)	(192,856)	(180,661)	-167.0%
Stormwater	3,200,132	3,205,050	3,581,622	2,992,167	2,724,345	-2.2%
Fleet Management	585,363	825,468	1,091,020	1,349,421	1,071,402	32.1%
Total	\$ 25,929,812	\$ 31,708,583	\$ 38,614,277	\$ 41,667,720	\$ 37,611,650	9.7%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/12, site plan amendment: 5/16/16, 8/4/16, 3/9/17, 5/11/17 P&Z - Original site plan: 9/27/12, site plan amendment: 8/31/17 TC - Original site plan: 10/15/12, site plan amendment: 10/10/17 Site Plan Ext -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required. Awaiting CO
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and adjoining learning center (3 stories)	DRG - 2/11/13, 3/27/13, 7/9/13 P&Z - 2/27/14 TC - 10/28/14 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	Work is well underway as permitted in three phases: Phase I is the new school which is currently substantially complete and operating with a TCO as Phase I. Phase II is the multi-use glass atrium. Phase III is the remodel of the old section of the building.
8/12/2015 12/23/20 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/15, 3/9/17, 9/17/17, 2/9/21 P&Z - 12/7/17, 2/11/21, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 Scheduled Site Plan Ext - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021	199 units	Reduced to 31 condo units, 26 hotel rooms	None	None	20-536	Permit Issued	Construction of new 12 story condominium is fully underway. Currently pouring upper levels of structure.
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	DRG - Original submittal: 3/10/16, 4/27/16 Revised submittal: 6/27/18, 8/28/18, 11/1/18 P&Z - Original approval: 7/18/16, Revised approval: 11/29/18 TC - Original approval: 11/10/16, Approved 2/26/19 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurr. Dorian). Additional COVID and TS Elsa extensions - Permit Due Date 2/4/24. New Request submitted to extend approval due to emergency declarations Hurricane Ian and Subtropical Storm Nicole) - New Permit Due Date to 5/28/25	250 units	Request is for 205 units	None	None	21-1412BC	Foundation-Only Permit ready to issue.	Foundation Only permit application has been reviewed and approved for issuance (after extensive reviews to confirm compliance with the Site Plan Approval). Permit issuance awaits selection of a G.C. by Eden South LLC. MDC receipts for impact fees of \$1,105,679.93 (Pd. 8/3/21) and 20% Water and Sewer fees (Pd. 10/26/21) have been received. Foundation permit applied for.
5/4/2016 8955 Collins Ave	Residential Condominiums	DRG - 6/20/16, 7/27/16 P&Z - 10/27/16 11/10/16 TC - 11/10/2016 Site Plan Ext -	110 units	16 units	None	None	16-602	Issued	The Town Planner signed off on the Landscape Plan on June 17, 2022. Public Works Department is working to resolve a couple of issues so that the Building Department can issue a permanent CO.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	DRG - 8/23/22 P&Z - 8/25/22 TC - 11/29/22			None	None		Applied for on-site management trailer	DRG agreed to send to Planning and Zoning Board. P&Z recommended approval to the Town Commission. Approved at the 11/29/22 Town Commission Meeting

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
5/19/2017 4/1/22 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per Sec. 90-33(3) of the Town Code.	DRG - 6/19/17, 8/24/17, 9/28/17, May 2022 P&Z - 2/22/18, 4/26/18, 5/31/18, approved on 10/27/19 TC - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23 Site Plan Amendment - P& Z approval May 26, 2022 TC - Approved Site Plan Amendment June 16, 2022	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances. Site Plan Amendment - Density Reduction from 34 to 19 Units Other interior, exterior and construction revisions.	None		Has not applied for permit yet; Applied for Temp. Const. Fencing	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 19 units and interior and exterior revisions on May 26, 2022. Town Commission approved Site Plan Amendment on June 16, 2022. Pool and pool deck may remain in historic location with repairs as necessary due to the Architecturally Significant status of the site.
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018 9/25/2020 8851 Harding Avenue	18 multi-family units	DRG - 01/22/15, 08/18/16, 01/23/17, 03/23/18, 11/29/2018 Meeting Pending, 2/25/21 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z Reconsider) 2/25/21 P&Z Denied Plan Denied by the Commission (requires reconsideration by TC), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Has not applied for permit yet	Site Plan Approval 5/26/21
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None		Complete	Construction of ramp complete
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P&Z - 1/30/20 TC - 2/11/20 Site Plan Ext -			Landscape buffer	Approved			This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page spreadsheet.
11/18/2021 9165 Collins Avenue	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None	None		Has not applied for permit yet	DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting.
4/27/2022 8809 Harding Avenue	Site Plan Application for 8 Townhouse Units	DRG - September 27th 2022 P&Z - September 29, 2022 TC - Set for 11/29/22	33 Units	Proposing 8 units	None. Preliminary review comments were prepared at the request of the Applicant. Actual Site Plan submission for September 29th P & Z.			Applied for permit 1/27/23, under review at present. Unity of Title and ROW Dedication to be finalized. FPL transformer location to be identified.	Site Plan Application received 4/27/22. Applicant requested preliminary review prior to proceeding to formal Site Plan Review. Zoom meeting with Applicant's development team and Town Staff was held on 7/7/22. Resubmission for 9/29/22 P & Z with DRG on 9/27/22. P&Z approved site plans with addition of street trees. Met with Development team on 10/27/22. Town Commission approved at 11/29/22 TC meeting.
10/1/2016, 5/6/21, 9/1/22 9116 Harding Ave (AKA 303 Surfside Blvd.)	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021) and (2022)	DRG - 11/2/16, 2/7/17, 5/18/17, 6/21 TBD P&Z - 6/27/18, 6/21, 10/27/22 TC - 4/14/2018 New approval 2/14/23 Site Plan Ext -	6 units Due to 15% reduction for aggregation	6 units	None	None		Has not applied for permit yet	Submitted plans on 9/1/22 and were reviewed at the P&Z on 12/15/22 with a DRG held on 10/17/22. Concerns with density at the site; pulled from 10/27/22 P&Z agenda. Density issues resolved 11/28/22, 6 units allowed. Approved at 12/15/22 P&Z. Approved by TC on February 14th, 2023.
12/15/22 9100 Collins - Market Hall	Part of Surf Club complex - Office space for hotel staff, office/business center for hotel guests, market hall (café and market), underground parking and roof top tennis court	DRG - 10/17/22 P&Z - 12/15/22 2/14/2023	68 units	No residential	None	None		Has not applied for permit yet	Approved by P&Z at 12/15/22 meeting. Approved by TC on February 14th, 2023
8/29/22 200 96th Street	Surf Harbor, LLC. Proposed 3 story Office Building with at grade parking garage. Application for new construction of a 3-story office bldg. including parking garage at grade and roof deck (15,790 SF of office space)	DRG - TBD P&Z - TBD TC - TBD On-hold as office is not an allowable use under the Comp Plan. Project would need ability to use the Parking Trust Fund			Will require Zoning Change				Application, plans and check submitted for 3 story Office Building. Proposed plans require possible Land Use Plan Amendment and rezoning. Site will need access to the Parking Trust Fund to comply with parking requirements. Discussions underway to determine needed activities in order to process application. Lawyers discussed plans with Mayor, Commissioner and Town Staff. Aim to seek Zoning change.



Project Detail Sheet

Downtown Walkability Improvements



Current Project Phase

The project is in the design phase.

Project Contact Information

Department	Planning
Director	Judith Frankel
Engineer of Record	Marlin Engineering, Inc.
Architect of Record	N/A

Funding

<i>Total Study Cost</i>	\$50,000
<i>Design and Implementation strategy cost*</i>	\$120,000

* Approved by Resolution at Dec. 13th Town Commission meeting

Scope

The 2 blocks of Harding Avenue from 94th Street to 96th Street provide the entrance to the Town for those arriving from the north. It is also the commercial hub for residents and is visited by vehicles, pedestrians and bicyclists. The corridor carries through traffic traveling south along busy A1A. An evaluation of the feasibility of providing wider sidewalks in this section of Harding Avenue to support safety, provide a more walkable experience for shoppers and slow vehicle speeds has been conducted. Marlin Engineering presented findings to the Town Commission in September 2022. The second phase will be designing and procurement for the alternative chosen by the Commission.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Notice to Proceed</i>	<i>January 2022</i>	<i>January 1, 2022</i>
<i>Planning Study</i>	<i>January 2022</i>	<i>September 2022</i>
<i>Design Phase *</i>	<i>December 2022</i>	<i>July 2023</i>
<i>Permitting and Implementation*</i>	<i>May 2023</i>	<i>September 2023</i>
<i>Results review and planning*</i>	<i>July 2023</i>	<i>September 2023</i>

**Estimates assume direction and funds are provided early in FY 2023 Qtr. 1*

Project Update

The Study included a literature review, data collection, existing conditions analysis, public outreach and 3 alternatives. Video cameras monitored pedestrian, bicyclists and vehicles in the downtown during peak season. Parking occupancy counts were collected for weekday and weekend conditions. Surveys collected from 162 public and 18 businesses. At the November, 2022 Town Commission meeting, Alternative 1 was chosen from three improvement alternatives that were presented. Alternative 1 installs aesthetically designed crosswalks and parklets along Harding Avenue. Funds for design and implementation strategy were approved by Resolution No. 2022-2956 at the December 13, 2022 Town Commission Meeting. The initial meeting with the Downtown Vision Advisory Committee (DVAC) was held on January 17, 2023. The Committee was supportive of the proposal. They also asked that refinishing the sidewalks be included in the plan.



Hawthorne Tot Lot Upgrades

Picture



Current Project Phase

Construction phase

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted	\$555,000
Budget Approval Date	August 9, 2022

Commission Authorization to Expend Date	November 15, 2022
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Scope

Town staff was tasked to complete multiple upgrades to the Hawthorne Tot Lot Park. Those upgrades include: New surfacing(poured in rubber), more shade structures, new playground equipment and outdoor exercise equipment with ADA accessibility. A site survey and arborist assessment was required to complete the upgrades. In order to be able to install root barriers around each tree inside the Park, extensive pruning will be required. Root Barriers will be installed 10 ft. around each tree. The root barriers will ensure the roots do not cause damage to the new poured in rubber surface. Surveillance will also be install around the Park.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Procurement	August 2022	November 2022
Site Survey	August 2022	September 2022
Arborist Assessment	September 2022	September 2022
Construction (est.)	March 2023	April 2023

Project Update

The Building Department has issued the permit for the demolition and reconstruction of the Tot Lot.

Baseline schedule for Hawthorne Tot Lot Upgrade

Task	Activity	2022				2023												2024											
		Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Hawthorne Tot Lot Upgrade																												
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20																													

Notes:

- Projected
- Completed



96th Street Park

Picture



Current Project Phase

Construction phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Architect of Record	Savino Miller Design
Project Management	300 Engineering
General Contractor	Lunacon Construction

Funding

Contract Amount (contracted) *	\$7,744,207
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	November 15, 2022

Scope

The Town has finalized the design of 96th Street Park and is currently finalizing the permits required to commence the construction phase. RFP 2022-05 was advertised with bids received and evaluated.

The project is a full park re-development with a 2-story multi-use structure, an artificial turf field, and play ground area. A kayak launch component has also been incorporated.

Project Timeline

Procurement and Selection
Permitting
Construction (est.)
Commissioning (est.)

Phase Start

August 2022
March 2022
January 2023
January 2024

Phase End

November 2022
January 2023
January 2024
February 2024

Project Update

Building is currently demolished. Some permits have been issued. Pending issuance of building permit.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024		
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Surfside 96th Street Park Baseline Schedule_R1						18-Jan-24, Surfside														
Milestone						18-Jan-24, Milestone														
Key Milestones						18-Jan-24, Key Milestone														
PC-758-BL011000	Notice To Proceed (NTP Acquired)	0	18-Jan-23 A		0	◆ Notice To Proceed (NTP Acquired)														
PC-758-BL011010	Site Mobilization	0	31-Jan-23		12	◆ Site Mobilization														
PC-758-BL011020	2-Storey building construction Start	0	27-Feb-23		325	◆ 2-Storey building construction Start														
PC-758-BL011030	Playground Equipments Installation Start	0	22-Sep-23		118	◆ Playground Equipments Installation Start														
PC-758-BL011040	Kayak Launch Complete	0		16-Sep-23	123	◆ Kayak Launch Complete														
PC-758-BL011050	Testing and Commissioning Start	0	18-Dec-23		31	◆ Testing and Commissioning Start														
PC-758-BL011060	Apply for Final Inspection	0	17-Dec-23		0	◆ Apply for Final Inspection														
PC-758-BL011070	Substantial Completion	0		16-Dec-23	32	◆ Substantial Completion														
PC-758-BL011080	Project Final Completion	0		18-Jan-24	0	◆ Project Final Completion														
Work Summary						17-Jan-24, Work Summary														
PC-758-BL14710	Construction Day 1 to Substantial Completion	312	06-Feb-23	15-Dec-23	33	Construction Day 1 to Substantial Completion														
PC-758-BL14720	Punchlist Duration	31	18-Dec-23	17-Jan-24	0	Punchlist Duration														
Engineering / Shop Drawings						05-Apr-23, Engineering / Shop Drawings														
Submittals						22-Mar-23, Submittals														
Land Development and Playground						25-Feb-23, Land Development and Playground														
PC-758-BL011090	Submit Shop drawings for Compact Fill and Grading Works	12	31-Jan-23	13-Feb-23	173	Submit Shop drawings for Compact Fill and Grading Works														
PC-758-BL011100	Submit Shop drawings for Tree Disposition and Relocation	12	31-Jan-23	13-Feb-23	168	Submit Shop drawings for Tree Disposition and Relocation														
PC-758-BL011110	Submit Shop drawings for Additional Trees	12	13-Feb-23	25-Feb-23	157	Submit Shop drawings for Additional Trees														
PC-758-BL011120	Submit Shop drawings for Palm Trees	12	13-Feb-23	25-Feb-23	157	Submit Shop drawings for Palm Trees														
PC-758-BL011130	Submit Shop drawings for Shrubs and Grass Cover	12	13-Feb-23	25-Feb-23	218	Submit Shop drawings for Shrubs and Grass Cover														
PC-758-BL011140	Submit Shop drawings for SOD, Melch and others	12	13-Feb-23	25-Feb-23	223	Submit Shop drawings for SOD, Melch and others														
PC-758-BL011150	Submit Shop drawings for Irrigation	12	31-Jan-23	13-Feb-23	216	Submit Shop drawings for Irrigation														
PC-758-BL011160	Submit Shop drawings for Pavements and Curbs	12	13-Feb-23	25-Feb-23	197	Submit Shop drawings for Pavements and Curbs														
PC-758-BL011170	Submit Shop drawings for Rubberized Surface	12	13-Feb-23	25-Feb-23	199	Submit Shop drawings for Rubberized Surface														
PC-758-BL011180	Submit Shop drawings for Storm Drainage Works	12	31-Jan-23	13-Feb-23	78	Submit Shop drawings for Storm Drainage Works														
PC-758-BL011190	Submit Shop drawings for Sewerage Works	12	31-Jan-23	13-Feb-23	91	Submit Shop drawings for Sewerage Works														
PC-758-BL011200	Submit Shop drawings for Electrical Works	12	31-Jan-23	13-Feb-23	110	Submit Shop drawings for Electrical Works														
PC-758-BL011210	Submit Shop drawings for Potable Water Works	12	31-Jan-23	13-Feb-23	122	Submit Shop drawings for Potable Water Works														
PC-758-BL011220	Submit Shop drawings for Basketball Court	12	13-Feb-23	25-Feb-23	221	Submit Shop drawings for Basketball Court														
PC-758-BL011230	Submit Shop drawings for Fence & Gate	12	31-Jan-23	13-Feb-23	245	Submit Shop drawings for Fence & Gate														
2-Storey Building Construction						22-Mar-23, 2-Storey Building Construction														
PC-758-BL011240	Submit Shop drawings for Concrete - Slab & Beams	12	31-Jan-23	13-Feb-23	9	Submit Shop drawings for Concrete - Slab & Beams														
PC-758-BL011250	Submit Shop drawings for Concrete - Columns & Shear Walls	12	31-Jan-23	13-Feb-23	35	Submit Shop drawings for Concrete - Columns & Shear Walls														
PC-758-BL011260	Submit Shop drawings for Concrete - Stairs	12	31-Jan-23	13-Feb-23	35	Submit Shop drawings for Concrete - Stairs														
PC-758-BL011270	Submit Shop drawings for Concrete - Equipment Pads and Curbs	12	31-Jan-23	13-Feb-23	221	Submit Shop drawings for Concrete - Equipment Pads and Curbs														
PC-758-BL011280	Submit Shop drawings for Architectural Concrete	12	31-Jan-23	13-Feb-23	173	Submit Shop drawings for Architectural Concrete														
PC-758-BL011290	Submit Shop drawings for Masonry & Veneer Works	12	03-Feb-23	16-Feb-23	239	Submit Shop drawings for Masonry & Veneer Works														
PC-758-BL011300	Submit Shop drawings for Structural Metal Works	12	03-Feb-23	16-Feb-23	109	Submit Shop drawings for Structural Metal Works														
PC-758-BL011310	Submit Shop drawings for Embedded Metal Works	12	03-Feb-23	16-Feb-23	173	Submit Shop drawings for Embedded Metal Works														
PC-758-BL011320	Submit Shop drawings for Misc. Metal Works	12	03-Feb-23	16-Feb-23	221	Submit Shop drawings for Misc. Metal Works														
PC-758-BL011330	Submit Shop drawings for Cabinets and Countertops	12	03-Feb-23	16-Feb-23	239	Submit Shop drawings for Cabinets and Countertops														
PC-758-BL011340	Submit Shop drawings for Thermal Moisture Protection Works	12	31-Jan-23	13-Feb-23	33	Submit Shop drawings for Thermal Moisture Protection Works														
PC-758-BL011350	Submit Shop drawings for Metal Frames and Doors	12	04-Mar-23	17-Mar-23	147	Submit Shop drawings for Metal Frames and Doors														
PC-758-BL011360	Submit Shop drawings for Wood Frames and Doors	12	04-Mar-23	17-Mar-23	168	Submit Shop drawings for Wood Frames and Doors														
PC-758-BL011370	Submit Shop drawings for Door Hardware	12	04-Mar-23	17-Mar-23	217	Submit Shop drawings for Door Hardware														
PC-758-BL011380	Submit Shop drawings for Aluminium Windows and Storefronts	12	04-Mar-23	17-Mar-23	178	Submit Shop drawings for Aluminium Windows and Storefronts														
PC-758-BL011390	Submit Shop drawings for Glass Railing	12	04-Mar-23	17-Mar-23	177	Submit Shop drawings for Glass Railing														
PC-758-BL011400	Submit Shop drawings for Aluminium Louvers	12	04-Mar-23	17-Mar-23	184	Submit Shop drawings for Aluminium Louvers														
PC-758-BL011420	Submit Shop drawings for Drywall Works	12	03-Feb-23	16-Feb-23	117	Submit Shop drawings for Drywall Works														

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- ▬ Summary

**Surfside 96th Street Park Baseline Schedule_R1
Proposed Project Schedule**



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
PC-758-BL011430	Submit Shop drawings for Ceiling Works	12	03-Feb-23	16-Feb-23	173		Submit Shop drawings for Ceiling Works															
PC-758-BL011440	Submit Shop drawings for Floor Finishes	12	03-Feb-23	16-Feb-23	168		Submit Shop drawings for Floor Finishes															
PC-758-BL011450	Submit Shop drawings for Wall Tiling Works	12	03-Feb-23	16-Feb-23	160		Submit Shop drawings for Wall Tiling Works															
PC-758-BL011460	Submit Shop drawings for Interior Painting	12	04-Mar-23	17-Mar-23	128		Submit Shop drawings for Interior Painting															
PC-758-BL011470	Submit Shop drawings for Exterior Painting	12	04-Mar-23	17-Mar-23	125		Submit Shop drawings for Exterior Painting															
PC-758-BL011480	Submit Shop drawings for Signages	12	04-Mar-23	17-Mar-23	197		Submit Shop drawings for Signages															
PC-758-BL011490	Submit Shop drawings for Toilet Accessories	12	04-Mar-23	17-Mar-23	193		Submit Shop drawings for Toilet Accessories															
PC-758-BL011500	Submit Shop drawings for Elevator	12	09-Mar-23	22-Mar-23	102		Submit Shop drawings for Elevator															
PC-758-BL011510	Submit Shop drawings for Fire Suppression Works	12	31-Jan-23	13-Feb-23	154		Submit Shop drawings for Fire Suppression Works															
PC-758-BL011520	Submit Shop drawings for Plumbing Works	12	31-Jan-23	13-Feb-23	181		Submit Shop drawings for Plumbing Works															
PC-758-BL011530	Submit Shop drawings for HVAC Works	12	31-Jan-23	13-Feb-23	141		Submit Shop drawings for HVAC Works															
PC-758-BL011540	Submit Shop drawings for Electrical Works	12	31-Jan-23	13-Feb-23	131		Submit Shop drawings for Electrical Works															
PC-758-BL011550	Submit Shop drawings for Fire Alarm Works	12	10-Feb-23	23-Feb-23	158		Submit Shop drawings for Fire Alarm Works															
Kayak Launch Docking Station		12	06-Feb-23	18-Feb-23	215		18-Feb-23, Kayak Launch Docking Station															
PC-758-BL011560	Submit Shop drawings for Kayak Launching Platform	12	06-Feb-23	18-Feb-23	172		Submit Shop drawings for Kayak Launching Platform															
PC-758-BL011570	Submit Shop drawings for Ramp	12	06-Feb-23	18-Feb-23	191		Submit Shop drawings for Ramp															
PC-758-BL011580	Submit Shop drawings for Floating Dock	12	06-Feb-23	18-Feb-23	215		Submit Shop drawings for Floating Dock															
Review and Approval		44	14-Feb-23	05-Apr-23	213		05-Apr-23, Review and Approval															
Land Development and Playground		23	14-Feb-23	11-Mar-23	234		11-Mar-23, Land Development and Playground															
PC-758-BL11630	Client/AE Review and Approval for Compact Fill and Grading Works	12	14-Feb-23	27-Feb-23	173		Client/AE Review and Approval for Compact Fill and Grading Works															
PC-758-BL11640	Client/AE Review and Approval for Tree Disposition and Relocation	12	14-Feb-23	27-Feb-23	168		Client/AE Review and Approval for Tree Disposition and Relocation															
PC-758-BL11650	Client/AE Review and Approval for Additional Trees	12	27-Feb-23	11-Mar-23	157		Client/AE Review and Approval for Additional Trees															
PC-758-BL11660	Client/AE Review and Approval for Palm Trees	12	27-Feb-23	11-Mar-23	157		Client/AE Review and Approval for Palm Trees															
PC-758-BL11670	Client/AE Review and Approval for Shrubs and Grass Cover	12	27-Feb-23	11-Mar-23	218		Client/AE Review and Approval for Shrubs and Grass Cover															
PC-758-BL11680	Client/AE Review and Approval for SOD, Melch and others	12	27-Feb-23	11-Mar-23	223		Client/AE Review and Approval for SOD, Melch and others															
PC-758-BL11690	Client/AE Review and Approval for Irrigation	12	14-Feb-23	27-Feb-23	216		Client/AE Review and Approval for Irrigation															
PC-758-BL11700	Client/AE Review and Approval for Pavements and Curbs	12	27-Feb-23	11-Mar-23	197		Client/AE Review and Approval for Pavements and Curbs															
PC-758-BL11710	Client/AE Review and Approval for Rubberized Surface	12	27-Feb-23	11-Mar-23	199		Client/AE Review and Approval for Rubberized Surface															
PC-758-BL11720	Client/AE Review and Approval for Storm Drainage Works	12	14-Feb-23	27-Feb-23	78		Client/AE Review and Approval for Storm Drainage Works															
PC-758-BL11730	Client/AE Review and Approval for Sewerage Works	12	14-Feb-23	27-Feb-23	91		Client/AE Review and Approval for Sewerage Works															
PC-758-BL11740	Client/AE Review and Approval for Electrical Works	12	14-Feb-23	27-Feb-23	110		Client/AE Review and Approval for Electrical Works															
PC-758-BL11750	Client/AE Review and Approval for Potable Water Works	12	14-Feb-23	27-Feb-23	122		Client/AE Review and Approval for Potable Water Works															
PC-758-BL11760	Client/AE Review and Approval for Basketball Court	12	27-Feb-23	11-Mar-23	221		Client/AE Review and Approval for Basketball Court															
PC-758-BL11770	Client/AE Review and Approval for Fence & Gate	12	14-Feb-23	27-Feb-23	245		Client/AE Review and Approval for Fence & Gate															
2-Storey Building Construction		44	14-Feb-23	05-Apr-23	213		05-Apr-23, 2-Storey Building Construction															
PC-758-BL11780	Client/AE Review and Approval for Concrete - Slab & Beams	12	14-Feb-23	27-Feb-23	9		Client/AE Review and Approval for Concrete - Slab & Beams															
PC-758-BL11790	Client/AE Review and Approval for Concrete - Columns & Shear Walls	12	14-Feb-23	27-Feb-23	35		Client/AE Review and Approval for Concrete - Columns & Shear Walls															
PC-758-BL11800	Client/AE Review and Approval for Concrete - Stairs	12	14-Feb-23	27-Feb-23	35		Client/AE Review and Approval for Concrete - Stairs															
PC-758-BL11810	Client/AE Review and Approval for Concrete - Equipment Pads and Curbs	12	14-Feb-23	27-Feb-23	221		Client/AE Review and Approval for Concrete - Equipment Pads and Curbs															
PC-758-BL11820	Client/AE Review and Approval for Architectural Concrete	12	14-Feb-23	27-Feb-23	173		Client/AE Review and Approval for Architectural Concrete															
PC-758-BL11830	Client/AE Review and Approval for Masonry & Veneer Works	12	17-Feb-23	02-Mar-23	239		Client/AE Review and Approval for Masonry & Veneer Works															
PC-758-BL11840	Client/AE Review and Approval for Structural Metal Works	12	17-Feb-23	02-Mar-23	109		Client/AE Review and Approval for Structural Metal Works															
PC-758-BL11850	Client/AE Review and Approval for Embedded Metal Works	12	17-Feb-23	02-Mar-23	173		Client/AE Review and Approval for Embedded Metal Works															
PC-758-BL11860	Client/AE Review and Approval for Misc. Metal Works	12	17-Feb-23	02-Mar-23	221		Client/AE Review and Approval for Misc. Metal Works															
PC-758-BL11870	Client/AE Review and Approval for Cabinets and Countertops	12	17-Feb-23	02-Mar-23	239		Client/AE Review and Approval for Cabinets and Countertops															
PC-758-BL11880	Client/AE Review and Approval for Thermal Moisture Protection Works	12	14-Feb-23	27-Feb-23	33		Client/AE Review and Approval for Thermal Moisture Protection Works															
PC-758-BL11890	Client/AE Review and Approval for Metal Frames and Doors	12	18-Mar-23	31-Mar-23	147		Client/AE Review and Approval for Metal Frames and Doors															
PC-758-BL11900	Client/AE Review and Approval for Wood Frames and Doors	12	18-Mar-23	31-Mar-23	168		Client/AE Review and Approval for Wood Frames and Doors															
PC-758-BL11910	Client/AE Review and Approval for Door Hardware	12	18-Mar-23	31-Mar-23	217		Client/AE Review and Approval for Door Hardware															
PC-758-BL11920	Client/AE Review and Approval for Aluminium Windows and Storefronts	12	18-Mar-23	31-Mar-23	178		Client/AE Review and Approval for Aluminium Windows and Storefronts															
PC-758-BL11930	Client/AE Review and Approval for Glass Railing	12	18-Mar-23	31-Mar-23	177		Client/AE Review and Approval for Glass Railing															
PC-758-BL11940	Client/AE Review and Approval for Aluminium Louvers	12	18-Mar-23	31-Mar-23	184		Client/AE Review and Approval for Aluminium Louvers															
PC-758-BL11960	Client/AE Review and Approval for Drywall Works	12	17-Feb-23	02-Mar-23	117		Client/AE Review and Approval for Drywall Works															

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024					
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
PC-758-BL11970	Client/AE Review and Approval for Ceiling Works	12	17-Feb-23	02-Mar-23	173																		
PC-758-BL11980	Client/AE Review and Approval for Floor Finishes	12	17-Feb-23	02-Mar-23	168																		
PC-758-BL11990	Client/AE Review and Approval for Wall Tiling Works	12	17-Feb-23	02-Mar-23	160																		
PC-758-BL12000	Client/AE Review and Approval for Interior Painting	12	18-Mar-23	31-Mar-23	128																		
PC-758-BL12010	Client/AE Review and Approval for Exterior Painting	12	18-Mar-23	31-Mar-23	125																		
PC-758-BL12020	Client/AE Review and Approval for Signages	12	18-Mar-23	31-Mar-23	197																		
PC-758-BL12030	Client/AE Review and Approval for Toilet Accessories	12	18-Mar-23	31-Mar-23	193																		
PC-758-BL12040	Client/AE Review and Approval for Elevator	12	23-Mar-23	05-Apr-23	102																		
PC-758-BL12050	Client/AE Review and Approval for Fire Suppression Works	12	14-Feb-23	27-Feb-23	154																		
PC-758-BL12060	Client/AE Review and Approval for Plumbing Works	12	14-Feb-23	27-Feb-23	181																		
PC-758-BL12070	Client/AE Review and Approval for HVAC Works	12	14-Feb-23	27-Feb-23	141																		
PC-758-BL12080	Client/AE Review and Approval for Electrical Works	12	14-Feb-23	27-Feb-23	131																		
PC-758-BL12090	Client/AE Review and Approval for Fire Alarm Works	12	24-Feb-23	09-Mar-23	158																		
Kayak Launch Docking Station		12	20-Feb-23	04-Mar-23	215																		
PC-758-BL12100	Client/AE Review and Approval for Kayak Launching Platform	12	20-Feb-23	04-Mar-23	172																		
PC-758-BL12110	Client/AE Review and Approval for Ramp	12	20-Feb-23	04-Mar-23	191																		
PC-758-BL12120	Client/AE Review and Approval for Floating Dock	12	20-Feb-23	04-Mar-23	215																		
Procurement / Material Deliveries		124	28-Feb-23	21-Jul-23	145																		
Procurement and Purchase Orders		44	28-Feb-23	19-Apr-23	213																		
Land Development and Playground		23	28-Feb-23	25-Mar-23	234																		
PC-758-BL12170	Procurement of Materials and Purchase Order for Compact Fill and Grading Works	12	28-Feb-23	13-Mar-23	173																		
PC-758-BL12180	Procurement of Materials and Purchase Order for Tree Disposition and Relocation	12	28-Feb-23	13-Mar-23	168																		
PC-758-BL12190	Procurement of Materials and Purchase Order for Additional Trees	12	13-Mar-23	25-Mar-23	157																		
PC-758-BL12200	Procurement of Materials and Purchase Order for Palm Trees	12	13-Mar-23	25-Mar-23	157																		
PC-758-BL12210	Procurement of Materials and Purchase Order for Shrubs and Grass Cover	12	13-Mar-23	25-Mar-23	218																		
PC-758-BL12220	Procurement of Materials and Purchase Order for SOD, Melch and others	12	13-Mar-23	25-Mar-23	223																		
PC-758-BL12230	Procurement of Materials and Purchase Order for Irrigation	12	28-Feb-23	13-Mar-23	216																		
PC-758-BL12240	Procurement of Materials and Purchase Order for Pavements and Curbs	12	13-Mar-23	25-Mar-23	197																		
PC-758-BL12250	Procurement of Materials and Purchase Order for Rubberized Surface	12	13-Mar-23	25-Mar-23	199																		
PC-758-BL12260	Procurement of Materials and Purchase Order for Storm Drainage Works	12	28-Feb-23	13-Mar-23	78																		
PC-758-BL12270	Procurement of Materials and Purchase Order for Sewerage Works	12	28-Feb-23	13-Mar-23	91																		
PC-758-BL12280	Procurement of Materials and Purchase Order for Electrical Works	12	28-Feb-23	13-Mar-23	110																		
PC-758-BL12290	Procurement of Materials and Purchase Order for Potable Water Works	12	28-Feb-23	13-Mar-23	122																		
PC-758-BL12300	Procurement of Materials and Purchase Order for Basketball Court	12	13-Mar-23	25-Mar-23	221																		
PC-758-BL12310	Procurement of Materials and Purchase Order for Fence & Gate	12	28-Feb-23	13-Mar-23	245																		
2-Storey Building Construction		44	28-Feb-23	19-Apr-23	213																		
PC-758-BL12320	Procurement of Materials and Purchase Order for Concrete - Slab & Beams	12	28-Feb-23	13-Mar-23	9																		
PC-758-BL12330	Procurement of Materials and Purchase Order for Concrete - Columns & Shear Wall	12	28-Feb-23	13-Mar-23	35																		
PC-758-BL12340	Procurement of Materials and Purchase Order for Concrete - Stairs	12	28-Feb-23	13-Mar-23	35																		
PC-758-BL12350	Procurement of Materials and Purchase Order for Concrete - Equipment Pads and C	12	28-Feb-23	13-Mar-23	221																		
PC-758-BL12360	Procurement of Materials and Purchase Order for Architectural Concrete	12	28-Feb-23	13-Mar-23	173																		
PC-758-BL12370	Procurement of Materials and Purchase Order for Masonry & Veneer Works	12	03-Mar-23	16-Mar-23	239																		
PC-758-BL12380	Procurement of Materials and Purchase Order for Structural Metal Works	12	03-Mar-23	16-Mar-23	109																		
PC-758-BL12390	Procurement of Materials and Purchase Order for Embedded Metal Works	12	03-Mar-23	16-Mar-23	173																		
PC-758-BL12400	Procurement of Materials and Purchase Order for Misc. Metal Works	12	03-Mar-23	16-Mar-23	221																		
PC-758-BL12410	Procurement of Materials and Purchase Order for Cabinets and Countertops	12	03-Mar-23	16-Mar-23	239																		
PC-758-BL12420	Procurement of Materials and Purchase Order for Thermal Moisture Protection Work	12	28-Feb-23	13-Mar-23	33																		
PC-758-BL12430	Procurement of Materials and Purchase Order for Metal Frames and Doors	12	01-Apr-23	14-Apr-23	147																		
PC-758-BL12440	Procurement of Materials and Purchase Order for Wood Frames and Doors	12	01-Apr-23	14-Apr-23	168																		
PC-758-BL12450	Procurement of Materials and Purchase Order for Door Hardware	12	01-Apr-23	14-Apr-23	217																		
PC-758-BL12460	Procurement of Materials and Purchase Order for Aluminium Windows and Storefront	12	01-Apr-23	14-Apr-23	178																		
PC-758-BL12470	Procurement of Materials and Purchase Order for Glass Railing	12	01-Apr-23	14-Apr-23	177																		
PC-758-BL12480	Procurement of Materials and Purchase Order for Aluminium Louvers	12	01-Apr-23	14-Apr-23	184																		

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						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar				
PC-758-BL13040	Material Deliveries for Drywall Works	12	17-Mar-23	30-Mar-23	117			█	Material Deliveries for Drywall Works															
PC-758-BL13050	Material Deliveries for Ceiling Works	12	17-Mar-23	30-Mar-23	173			█	Material Deliveries for Ceiling Works															
PC-758-BL13060	Material Deliveries for Floor Finishes	12	17-Mar-23	30-Mar-23	168			█	Material Deliveries for Floor Finishes															
PC-758-BL13070	Material Deliveries for Wall Tiling Works	12	17-Mar-23	30-Mar-23	160			█	Material Deliveries for Wall Tiling Works															
PC-758-BL13080	Material Deliveries for Interior Painting	12	15-Apr-23	28-Apr-23	128				█	Material Deliveries for Interior Painting														
PC-758-BL13090	Material Deliveries for Exterior Painting	12	15-Apr-23	28-Apr-23	125				█	Material Deliveries for Exterior Painting														
PC-758-BL13100	Material Deliveries for Signages	12	15-Apr-23	28-Apr-23	197				█	Material Deliveries for Signages														
PC-758-BL13110	Material Deliveries for Toilet Accessories	12	15-Apr-23	28-Apr-23	193				█	Material Deliveries for Toilet Accessories														
PC-758-BL13120	Material Deliveries for Elevator (Long Lead Item)	80	20-Apr-23	21-Jul-23	102				█	Material Deliveries for Elevator (Long Lead Item)														
PC-758-BL13130	Material Deliveries for Fire Suppression Works	12	14-Mar-23	27-Mar-23	154			█	Material Deliveries for Fire Suppression Works															
PC-758-BL13140	Material Deliveries for Plumbing Works	12	14-Mar-23	27-Mar-23	181			█	Material Deliveries for Plumbing Works															
PC-758-BL13150	Material Deliveries for HVAC Works	12	14-Mar-23	27-Mar-23	141			█	Material Deliveries for HVAC Works															
PC-758-BL13160	Material Deliveries for Electrical Works	12	14-Mar-23	27-Mar-23	131			█	Material Deliveries for Electrical Works															
PC-758-BL13170	Material Deliveries for Fire Alarm Works	12	24-Mar-23	06-Apr-23	158			█	Material Deliveries for Fire Alarm Works															
Kayak Launch Docking Station		12	20-Mar-23	01-Apr-23	215				▼	01-Apr-23, Kayak Launch Docking Station														
PC-758-BL13180	Material Deliveries for Kayak Launching Platform	12	20-Mar-23	01-Apr-23	172				█	Material Deliveries for Kayak Launching Platform														
PC-758-BL13190	Material Deliveries for Ramp	12	20-Mar-23	01-Apr-23	191				█	Material Deliveries for Ramp														
PC-758-BL13200	Material Deliveries for Floating Dock	12	20-Mar-23	01-Apr-23	215				█	Material Deliveries for Floating Dock														
Construction		274	31-Jan-23	15-Dec-23	28																			
Land development and Playground		211	31-Jan-23	03-Oct-23	91																			
Enabling Works		85	31-Jan-23	09-May-23	173																			
Demolition Works		33	31-Jan-23	09-Mar-23	11																			
PC-758-BL13210	Site Clearing	6	31-Jan-23	06-Feb-23	11				█	Site Clearing														
PC-758-BL13220	Demolition of Existing Playground Equipments	14	07-Feb-23	22-Feb-23	24				█	Demolition of Existing Playground Equipments														
PC-758-BL13230	Demolition of Existing 2-Storey Building	21	14-Feb-23	09-Mar-23	11				█	Demolition of Existing 2-Storey Building														
PC-758-BL13240	Demolition Works complete	0		09-Mar-23	11				◆	Demolition Works complete														
Tree Relocation and Disposition		51	31-Jan-23	30-Mar-23	0																			
PC-758-BL13250	Tree Protection Installation	11	31-Jan-23	11-Feb-23	0				█	Tree Protection Installation														
PC-758-BL13260	Tree Removal	17	08-Feb-23	27-Feb-23	0				█	Tree Removal														
PC-758-BL13270	Root Pruning	15	22-Feb-23	10-Mar-23	0				█	Root Pruning														
PC-758-BL13280	Tree Relocation	22	06-Mar-23	30-Mar-23	0				█	Tree Relocation														
Earthworks		52	10-Mar-23	09-May-23	173																			
PC-758-BL14730	Layout and Staking	12	10-Mar-23	23-Mar-23	81				█	Layout and Staking														
PC-758-BL14740	Cut and Fill	13	28-Mar-23	11-Apr-23	173				█	Cut and Fill														
PC-758-BL14750	Subgrade bedding for Concrete Sidewalk and Vehicular Path	6	12-Apr-23	18-Apr-23	173				█	Subgrade bedding for Concrete Sidewalk and Vehicular Path														
PC-758-BL14760	Subgrade bedding for Playground Surface	4	19-Apr-23	22-Apr-23	173				█	Subgrade bedding for Playground Surface														
PC-758-BL14770	Limerock Base for Playground Surface	3	24-Apr-23	26-Apr-23	173				█	Limerock Base for Playground Surface														
PC-758-BL14780	Asphaltic Concrete, Curb, Sidewalk Restoration Works	11	27-Apr-23	09-May-23	173				█	Asphaltic Concrete, Curb, Sidewalk Restoration Works														
Underground Utilities		69	28-Mar-23	15-Jun-23	185																			
Storm Drainage Works		31	28-Mar-23	02-May-23	120																			
PC-758-BL13290	Excavation	8	28-Mar-23	05-Apr-23	78				█	Excavation														
PC-758-BL13300	Bedding	2	06-Apr-23	07-Apr-23	78				█	Bedding														
PC-758-BL13310	Storm Drainage Pipe Laying	3	08-Apr-23	11-Apr-23	78				█	Storm Drainage Pipe Laying														
PC-758-BL13320	Catch Basin Installation	12	12-Apr-23	25-Apr-23	120				█	Catch Basin Installation														
PC-758-BL13330	Back Filling and Compaction	6	26-Apr-23	02-May-23	120				█	Back Filling and Compaction														
Sewerage Works		28	12-Apr-23	13-May-23	136																			
PC-758-BL13340	Excavation	8	12-Apr-23	20-Apr-23	78				█	Excavation														
PC-758-BL13350	Bedding	2	21-Apr-23	22-Apr-23	78				█	Bedding														
PC-758-BL13360	Concrete Box Installation	9	24-Apr-23	03-May-23	78				█	Concrete Box Installation														
PC-758-BL13370	Pipe Laying	3	04-May-23	06-May-23	136				█	Pipe Laying														
PC-758-BL13380	Back Filling and Compaction	6	08-May-23	13-May-23	136				█	Back Filling and Compaction														
Electrical Works		37	04-May-23	15-Jun-23	185																			
PC-758-BL13390	Trenching	5	04-May-23	09-May-23	78				█	Trenching														

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2023												2024							
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar					
PC-758-BL13840	Layout and Staking	20	27-Feb-23	21-Mar-23	11			█																	
PC-758-BL13850	Excavation and Pile Cap Installation	6	31-Mar-23	06-Apr-23	0				█																
PC-758-BL13860	Formworks Installation for Slab on Grade	6	07-Apr-23	13-Apr-23	0				█																
PC-758-BL13870	Rebar Installation for Slab on Grade	7	14-Apr-23	21-Apr-23	0				█																
PC-758-BL13880	Cast-in-place for Slab on Grade	1	22-Apr-23	22-Apr-23	0				█																
PC-758-BL13890	Waterproofing/Bitumen Protection Application	2	27-Apr-23	28-Apr-23	7				█																
Structure		111	02-May-23	08-Sep-23	0																				
PC-758-BL13905	Scaffolding, Shoring and other preparatory works for Columns	5	02-May-23	06-May-23	0				█																
PC-758-BL13910	Rebar Installation for Columns, Stairs and Shearwalls (GF to 2nd Level)	9	08-May-23	17-May-23	0				█																
PC-758-BL13920	Formworks Installation for Columns, Stairs and Shearwalls (GF to 2nd Level)	8	18-May-23	26-May-23	0				█																
PC-758-BL13930	Scaffolding and Shoring for 2nd Floor Slab	4	27-May-23	31-May-23	0				█																
PC-758-BL13940	Formworks Installation for Beam and Slab (2nd Level)	8	01-Jun-23	09-Jun-23	0				█																
PC-758-BL13950	Rebar Installation for Beam and Slab (2nd Level)	7	10-Jun-23	17-Jun-23	0				█																
PC-758-BL13960	Monolithic Cast-in-place for Columns at Ground and Slab at 2nd Level	2	19-Jun-23	20-Jun-23	0				█																
PC-758-BL13962	Start Shoring Removal for Ground Level	0	15-Jul-23		23				◆																
PC-758-BL13965	Scaffolding, Shoring and other preparatory works for Columns	4	29-Jun-23	03-Jul-23	0				█																
PC-758-BL13970	Rebar Installation for Columns, Stairs and Shearwalls (2nd Level to Roof)	8	04-Jul-23	12-Jul-23	0				█																
PC-758-BL13980	Formworks Installation for Columns, Stairs and Shearwalls (2nd Level to Roof)	7	13-Jul-23	20-Jul-23	0				█																
PC-758-BL13985	Scaffolding and Shoring for Roof Slab	3	21-Jul-23	24-Jul-23	0				█																
PC-758-BL15260	Formworks Installation for Beam and Slab (Roof)	8	25-Jul-23	02-Aug-23	0				█																
PC-758-BL15270	Rebar Installation for Beam and Slab (Roof)	8	03-Aug-23	11-Aug-23	0				█																
PC-758-BL15275	Structural Metal Installation for Weight Bearing	6	05-Aug-23	11-Aug-23	0				█																
PC-758-BL15280	Monolithic Cast-in-place for Columns at 2nd Level and Slab at Roof	2	12-Aug-23	14-Aug-23	0				█																
PC-758-BL15285	Start Shoring Removal for 2nd Level	0	08-Sep-23		0				◆																
Interior Works		127	21-Jul-23	15-Dec-23	28																				
Ground Level		124	21-Jul-23	12-Dec-23	31																				
Substrate		27	15-Aug-23	14-Sep-23	4																				
PC-758-BL14020	CMU Wall Installation	18	15-Aug-23	04-Sep-23	0				█																
PC-758-BL14025	Drywall Partition Framing Installation	18	18-Aug-23	07-Sep-23	4				█																
PC-758-BL14030	Gypsumboard Installation	11	30-Aug-23	11-Sep-23	4				█																
PC-758-BL14050	Touching up and Patching	3	12-Sep-23	14-Sep-23	4				█																
MEPF Works		76	28-Aug-23	23-Nov-23	14																				
HVAC		66	08-Sep-23	23-Nov-23	5																				
PC-758-BL14060	Supports and Brackets Installation	13	08-Sep-23	22-Sep-23	0				█																
PC-758-BL14070	Ducting Works Installation	12	16-Sep-23	29-Sep-23	3				█																
PC-758-BL14080	Vents and Devices Installation	8	15-Nov-23	23-Nov-23	5				█																
Plumbing and Sanitary		31	17-Oct-23	21-Nov-23	16																				
PC-758-BL14090	Supports and Brackets Installation (Rough-ins)	12	17-Oct-23	30-Oct-23	7				█																
PC-758-BL14100	Pipe Installation	8	24-Oct-23	01-Nov-23	7				█																
PC-758-BL14110	Final Fix Installation	6	15-Nov-23	21-Nov-23	16				█																
Fire Suppression		25	23-Sep-23	21-Oct-23	36																				
PC-758-BL14120	Supports and Brackets Installation	11	23-Sep-23	05-Oct-23	0				█																
PC-758-BL14130	Pipe Installation	12	29-Sep-23	12-Oct-23	0				█																
PC-758-BL14140	Sprinkler head and Fire Extinguishers Installation	8	13-Oct-23	21-Oct-23	36				█																
Electrical		48	28-Aug-23	21-Oct-23	36																				
PC-758-BL14150	Supports and Brackets Installation (Rough-ins)	15	28-Aug-23	13-Sep-23	0				█																
PC-758-BL14160	Duct and Trays Installation	14	14-Sep-23	29-Sep-23	36				█																
PC-758-BL14170	Cable Laying and Wire Pulling	13	30-Sep-23	14-Oct-23	36				█																
PC-758-BL14210	Outlets, Lighting and other Devices Installation	6	16-Oct-23	21-Oct-23	36				█																
Fire Alarm		23	06-Oct-23	01-Nov-23	24																				
PC-758-BL14180	Supports and Brackets Installation	9	06-Oct-23	16-Oct-23	2				█																
PC-758-BL14190	Wiring Installation	8	17-Oct-23	25-Oct-23	24				█																
PC-758-BL14200	Smoke detectors and Device controls Installation	6	26-Oct-23	01-Nov-23	24				█																

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						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Architectural Finishes		124	21-Jul-23	12-Dec-23	31	12-Dec-23, Architectural Finishes														
Ceiling		25	17-Oct-23	14-Nov-23	5	14-Nov-23, Ceiling														
PC-758-BL14040	Ceiling Grid Installation	16	17-Oct-23	03-Nov-23	2	Ceiling Grid Installation														
PC-758-BL14220	Ceiling Panel Board Installation	14	30-Oct-23	14-Nov-23	5	Ceiling Panel Board Installation														
Wall		20	15-Sep-23	07-Oct-23	9	07-Oct-23, Wall														
PC-758-BL14230	Wall Primer Painting	11	15-Sep-23	27-Sep-23	9	Wall Primer Painting														
PC-758-BL14240	Wall Final Painting	11	26-Sep-23	07-Oct-23	9	Wall Final Painting														
PC-758-BL14250	Wall Tiles Installation	8	29-Sep-23	07-Oct-23	4	Wall Tiles Installation														
Floor		25	09-Oct-23	06-Nov-23	4	06-Nov-23, Floor														
PC-758-BL14260	Floor Surface Preparation	14	09-Oct-23	24-Oct-23	4	Floor Surface Preparation														
PC-758-BL14270	Floor Tiles Installation	11	25-Oct-23	06-Nov-23	4	Floor Tiles Installation														
PC-758-BL14280	Floor Epoxy Finish	10	25-Oct-23	04-Nov-23	5	Floor Epoxy Finish														
PC-758-BL14290	Floor Terrazzo Finish	6	25-Oct-23	31-Oct-23	9	Floor Terrazzo Finish														
Doors and Windows		115	21-Jul-23	01-Dec-23	40	01-Dec-23, Doors and Windows														
PC-758-BL14300	Door Frame/Jambs Installation	15	12-Sep-23	28-Sep-23	31	Door Frame/Jambs Installation														
PC-758-BL14310	Door Leaf Installation	9	07-Nov-23	16-Nov-23	4	Door Leaf Installation														
PC-758-BL14320	Ironmongery Works	9	17-Nov-23	27-Nov-23	44	Ironmongery Works														
PC-758-BL15240	Aluminium Window Frames Installation	15	21-Jul-23	07-Aug-23	92	Aluminium Window Frames Installation														
PC-758-BL15250	Glass Window Installation	6	02-Nov-23	08-Nov-23	33	Glass Window Installation														
PC-758-BL15310	Aluminium Louvers Installation	15	15-Nov-23	01-Dec-23	13	Aluminium Louvers Installation														
Misc Works		103	15-Aug-23	12-Dec-23	31	12-Dec-23, Misc Works														
Elevator		51	15-Aug-23	12-Oct-23	83	12-Oct-23, Elevator														
PC-758-BL14330	Shafts Construction	26	15-Aug-23	13-Sep-23	56	Shafts Construction														
PC-758-BL14340	Mechanical Equipment Installation	16	14-Sep-23	02-Oct-23	56	Mechanical Equipment Installation														
PC-758-BL14350	Elevator Car Installation	9	03-Oct-23	12-Oct-23	56	Elevator Car Installation														
PC-758-BL14360	Elevator Jambs Installation	16	14-Sep-23	02-Oct-23	92	Elevator Jambs Installation														
Other Specialties		103	15-Aug-23	12-Dec-23	31	12-Dec-23, Other Specialties														
PC-758-BL14370	Roof Access Ladder Installation	3	15-Aug-23	17-Aug-23	104	Roof Access Ladder Installation														
PC-758-BL14380	Aluminium Guard Rail Installation	9	17-Nov-23	27-Nov-23	4	Aluminium Guard Rail Installation														
PC-758-BL14390	Aluminium Screen Wall and Gate	6	17-Nov-23	23-Nov-23	4	Aluminium Screen Wall and Gate														
PC-758-BL14400	Sump Pit Cover and Frame Installation	7	24-Nov-23	01-Dec-23	4	Sump Pit Cover and Frame Installation														
PC-758-BL14410	Wood Veneer Countertop Installation	12	02-Nov-23	15-Nov-23	54	Wood Veneer Countertop Installation														
PC-758-BL14420	Glass Railing Installation	9	02-Dec-23	12-Dec-23	4	Glass Railing Installation														
PC-758-BL14430	Internal Signages Installation	2	01-Nov-23	02-Nov-23	38	Internal Signages Installation														
PC-758-BL14440	Toilet Accessories Installation	6	15-Nov-23	21-Nov-23	22	Toilet Accessories Installation														
2nd Level		112	08-Aug-23	15-Dec-23	28	15-Dec-23, 2nd Level														
Substrate		25	12-Sep-23	10-Oct-23	1	10-Oct-23, Substrate														
PC-758-BL14790	CMU Wall Installation	16	12-Sep-23	29-Sep-23	0	CMU Wall Installation														
PC-758-BL14795	Drywall Partition Framing Installation	15	15-Sep-23	02-Oct-23	1	Drywall Partition Framing Installation														
PC-758-BL14800	Gypsumboard Installation	12	23-Sep-23	06-Oct-23	1	Gypsumboard Installation														
PC-758-BL14820	Touching up and Patching	3	07-Oct-23	10-Oct-23	1	Touching up and Patching														
MEPF Works		60	23-Sep-23	01-Dec-23	7	01-Dec-23, MEPF Works														
HVAC		49	04-Oct-23	29-Nov-23	0	29-Nov-23, HVAC														
PC-758-BL14830	Supports and Brackets Installation	13	04-Oct-23	18-Oct-23	0	Supports and Brackets Installation														
PC-758-BL14840	Ducting Works Installation	12	19-Oct-23	01-Nov-23	16	Ducting Works Installation														
PC-758-BL14850	Vents and Devices Installation	8	21-Nov-23	29-Nov-23	0	Vents and Devices Installation														
Plumbing and Sanitary		26	02-Nov-23	01-Dec-23	7	01-Dec-23, Plumbing and Sanitary														
PC-758-BL14860	Supports and Brackets Installation	12	02-Nov-23	15-Nov-23	7	Supports and Brackets Installation														
PC-758-BL14870	Pipe Installation	8	16-Nov-23	24-Nov-23	7	Pipe Installation														
PC-758-BL14880	Final Fix Installation	6	25-Nov-23	01-Dec-23	7	Final Fix Installation														
Fire Suppression		30	13-Oct-23	16-Nov-23	14	16-Nov-23, Fire Suppression														
PC-758-BL14890	Supports and Brackets Installation	13	13-Oct-23	27-Oct-23	0	Supports and Brackets Installation														
PC-758-BL14900	Pipe Installation	11	28-Oct-23	09-Nov-23	14	Pipe Installation														

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- ▬ Summary

**Surside 96th Street Park Baseline Schedule_R1
Proposed Project Schedule**





Tennis and Recreation Center Project

Picture



Current Project Phase

Design and Engineering

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record*	The Corradino Group
Architect of Record*	William Lane Architect

Funding

<i>Total Budgeted</i>	\$2,045,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	November 2022 Commission Meeting

* - Additional funding will be required at a later date.

Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

Project Timeline

Design Team Procurement
Design and Engineering (est.)
Construction Procurement (est.)
Construction (est.)

Phase Start

September 2022
December 2022
October 2023
March 2024

Phase End

November 2022
December 2023
February 2024
March 2025

Project Update

The Corradino Group contract executed and the initial project design meeting was held in January 2023. The purchase order has been issued. The project is on schedule. Town met with Architect (Bill Lane) and provided initial comments for design implementation.

Project renderings have been completed and are being reviewed by Town staff.



Town-wide Traffic Study

Picture



Current Project Phase

Planning Phase

Project Contact Information

Department	Public Works Randy
Director	Stokes
Engineer of Record	The Corradino Group
Architect of Record	N/A
Project Management	The Corradino Group

Funding

<i>Total Budgeted</i>	\$204,500
<i>Budget Approval Date</i>	FY22 Budget Amd. No. 7
<i>Commission Authorization to Expend Date</i>	July 12 2022

Scope

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Traffic Data Collection</i>	<i>September 2022</i>	<i>November 2022</i>
<i>Traffic Operation Analysis</i>	<i>December 2022</i>	<i>January 2023</i>
<i>Traffic Calming Analysis</i>	<i>December 2022</i>	<i>October 2023</i>
<i>Safety Review</i>	<i>December 2022</i>	<i>October 2023</i>
<i>Traffic Calming Improvement Plan</i>	<i>March 2023</i>	<i>November 2023</i>
<i>Community Outreach Meeting</i>	<i>October 2023</i>	<i>November 2023</i>

Project Update

During September 2022, the first set of traffic data collection occurred with a second set to occur for other areas in 2023. Currently, consultant is obtaining crash report data records for all agencies. Consultant was brought in for a project update to be provided to the Town Commission in November 2022. Refer to the project schedule provided. Bay Drive & 96th Street exit is closed due to the commencement of the 96th St park project.

MONTHS FROM NTP																
Task	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Traffic Data Collection			**												
2	Traffic Data Collection- Supplemental					**										
3	Traffic Operational Analysis														**	
4	Traffic Calming Analysis											**				
5	Safety Review														**	
6	Traffic Calming Improvement Plan															**
7	Community Outreach Meeting														**	
8	Traffic Study Technical Memorandum															**

* Purchase Order was issued on 08/05/2022. NTP month one is September 2022 when the traffic data collection commenced.



91st Street - "Surfside Boulevard" Beautification Project

Picture



Current Project Phase

Requested proposal from KCI Technologies.

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

Funding

Total Budgeted	\$1,050,000
Budget Approval Date	September 28, 2022

Commission Authorization
to Expend Date

Scope

Through various sources, the Town has obtained funds with the intent to beautify the current 91st Street also known as Surfside Boulevard. The project beautification scope of services is to be determined but will follow after major utilities project occur in the area.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Procuring of Engineering (est.)	December 2022	January 2023
Plan and Study	February 2023	October 2023
Engineering & Design (est.)	October 2023	November 2023
Permitting (est.)	November 2023	January 2024
Grant Agreement and Funding	December 2022	February 2024

Project Update

Town is coordinating an additional funding source from Village of Indian Creek. Town is pending coordination with 91st Street between Harding Avenue and Collins Avenues design to define scope of services prior to procurement of engineering firm. Town Commission approved the \$250,000 state grant at the November 2022 Commission meeting. Town is seeking to commence CCNA negotiations with KCI Technologies. Acting Town Manager had the scoping meeting with the engineering firm on 3/1/2023. The Town is pending some information from KCI to determine if the Town will engage KCI Technologies for the planning, design and permitting activities.



Town-Wide Utilities Undergrounding Project

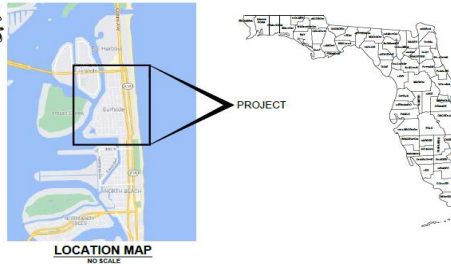
Picture

TOWN OF SURFSIDE
UNDERGROUNDING OF UTILITIES
PHASE 1 - UTILITY COORDINATION PLANS

CITY PROJECT NO. FY 21-00473
 KCI PROJECT NO. 482021474.00
 DECEMBER 07, 2021

TOWN OFFICIALS	
COMMISSIONER	TRIA PULL
MANAGER	CHARLES HOFER
ENGINEER	BLANKENHORN
PLANNING	BELLY HELANDER

LIST OF SHEETS	
COVER SHEET / INDEX	
UTILITY COORDINATION PLANS	
ELECTRICAL AND COMMUNICATIONS PLANS	
STREET LIGHTING PLANS	



LOCATION MAP
NO SCALE

FOR THE INTEREST OF THE TOWN OF SURFSIDE, I HEREBY CERTIFY THAT THE UTILITY COORDINATION PLANS SUBMITTED TO THE TOWN COMMISSION FOR REVIEW AND APPROVAL ON DECEMBER 7, 2021, ARE ACCURATE AND COMPLETE. I HAVE CONDUCTED A VISUAL INSPECTION OF THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE TOWN OF SURFSIDE ORDINANCES AND THE TOWN OF SURFSIDE ENGINEERING DEPARTMENT STANDARDS. I HAVE ALSO CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES TO BE UNDERGROUNDED AND FOUND THEM TO BE IN ACCORDANCE WITH THE TOWN OF SURFSIDE ENGINEERING DEPARTMENT STANDARDS. I HAVE ALSO CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES TO BE UNDERGROUNDED AND FOUND THEM TO BE IN ACCORDANCE WITH THE TOWN OF SURFSIDE ENGINEERING DEPARTMENT STANDARDS. I HAVE ALSO CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES TO BE UNDERGROUNDED AND FOUND THEM TO BE IN ACCORDANCE WITH THE TOWN OF SURFSIDE ENGINEERING DEPARTMENT STANDARDS.

PREPARED BY:
ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
 6000 St. Andrews Avenue • Fort Lauderdale, FL 33309
 954.576.1858 • www.kci.com

811
 Know what's below.
 Call before you dig.

PUBLIC WORKS DEPARTMENT
 8280 HAVENING AVE.
 SURFSIDE, FL 33556
 Phone: (905) 961-4883

Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	KCI Technologies
Architect of Record	N/A
Project Management	HPF Associates

Funding

<i>Total Budgeted*</i>	\$37,178,512
<i>Budget Approval Date**</i>	Varies

<i>Commission Authorization to Expend Date</i>	Various agreements have been approved to date
--	---

* - Budget figure is based on Surfside Executive Summary estimate

** - Various agreements have been approved to date.

Scope

The project consists of the undergrounding all current above ground utilities throughout Town. These utilities include electrical mains, feeders, communications and residential drop connections. The project debt issuance was approved through voter referendum during the 2022 General Elections. The Town has executed various agreements with different providers in order to perform the design phase of the project. The project is under the project management of HPF Associates.

During November 2022 General Town Commission meeting, the Town provided various street lighting fixture options. Town Commission requested that the Town bring back 7 additional options.

Project Timeline

Design Phase (Phase II)
Procurement (est.)
Construction Phase I (est.)

Phase Start

May 2022
May 2023
January 2024

Phase End

September 2023
December 2023
TBD

Project Update

Refer to attached project summary executive estimate for total cost. Design phase is expected to be completed for September 2023. Debt issuance is required in order to commence project. Decorative street poles were incorporated into design per December 2022 Commission decision. Street design options will be a discussion item at April 2023 Commission meeting. Additionally, HPF Associates, overseeing this project, will request additional funding for project management services during April 2023 Commission meeting.



Utilities Undergrounding Baseline Schedule

Task	Activity	2022				2023												2024												
		Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
1	Preliminary utilities Design Contract: AT&T																													
2	AT&T Commission Approval for Preliminary Utilities Design																													
3	Utility provider Design Input: FPL, Hot Wite, AT&T BREEZELINE																													
4	Street Lighting (Initial Presentation, Short List, Mock Ups, Final Approval)																													
5	Construction Documents by Engineer of Record																													
6	Legal Documents for RFQ (TBD - Schedule based on two-months estimated)																													
7	Benchmark - Ready for RFQ Advertisement																													
8	Construction Schedule (TBD)																													
9																														
10																														
11																														
12																														
13																														
14																														
15																														
16																														
17																														
18																														
19																														
20																														

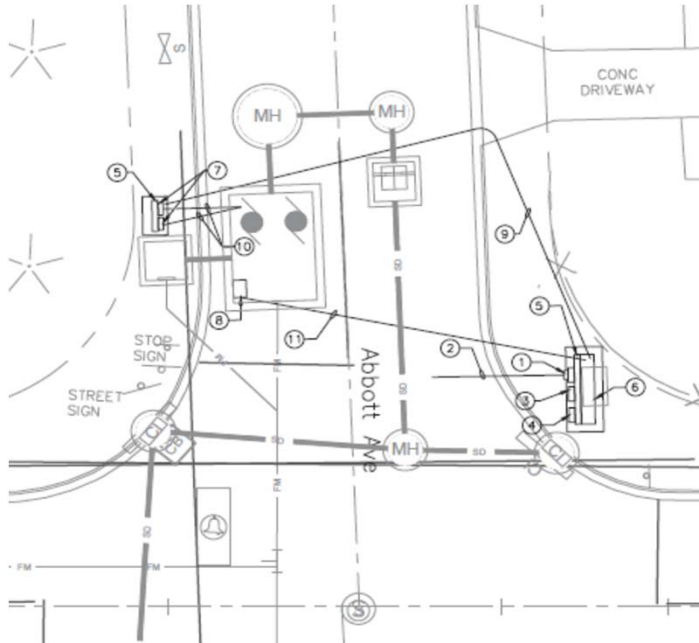
Notes:

-
 - Projected
-
 - Completed



Abbott Avenue Drainage Improvements

Picture



Current Project Phase

Consultation Procurement Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Keith Engineering
Architect of Record	NA
Project Management	NA

Funding

<i>Total Budgeted*</i>	\$3,850,000
<i>Budget Approval Date</i>	September 28, 2022

Commission Authorization to Expend Date TBD - Administration will seek authorization to expend upon awarding work to contractor

* - Construction and CEI budget

Scope

The project is currently in its design and permitting phase. The construction will entail the addition of two new pump stations with respective force main in order to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

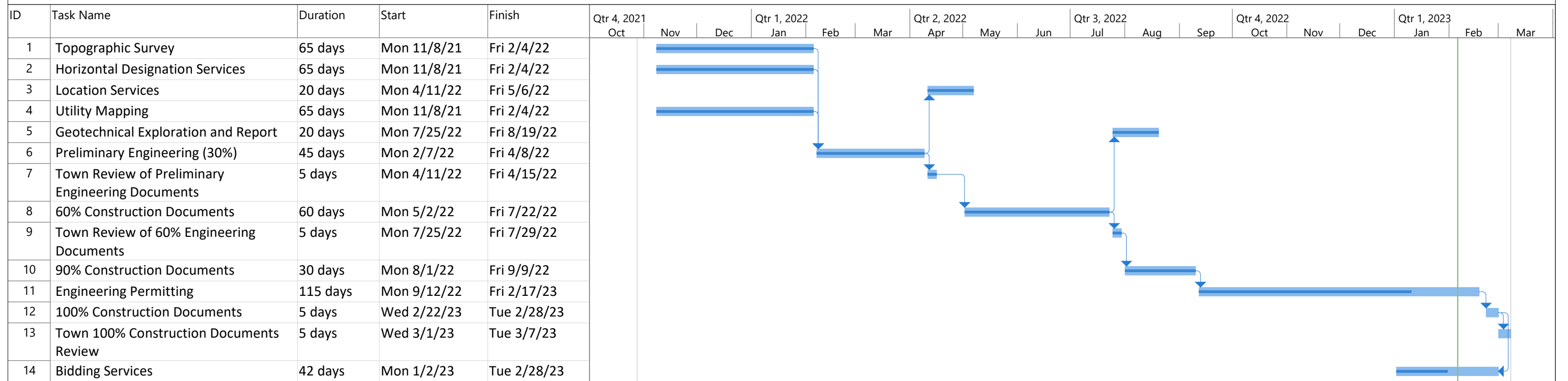
Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Engineering and Design</i>	<i>March 2022</i>	<i>December 2022</i>
<i>Permitting</i>	<i>August 2022</i>	<i>January 2023</i>
<i>Procurement (est.)</i>	<i>March 2023</i>	<i>June 2023</i>
<i>NTP for Construction (est.)</i>	<i>July 2023</i>	<i>NA</i>
<i>Construction (est.)</i>	<i>July 2023</i>	<i>May 2024</i>

Project Update

Keith Engineering submitted for permitting and documents are being reviewed by respective agencies. Refer to engineering schedule provided.

On 2/24/2023 the Town issued an Invitation to Bid. Responses must be received by the Town by no later than April 14, 2023 at 2:00 P.M. at Town Hall.



Project: 11494.01 - Abbott Ave Date: Mon 2/6/23	Task	[Blue Bar]	Project Summary	[Grey Bar]	Manual Task	[Teal Bar]	Start-only	[C]	Deadline	[Green Arrow]
	Split	[Dotted Bar]	Inactive Task	[White Bar]	Duration-only	[Light Teal Bar]	Finish-only	[J]	Progress	[Blue Bar]
	Milestone	[Diamond]	Inactive Milestone	[Light Grey Bar]	Manual Summary Rollup	[Dark Teal Bar]	External Tasks	[Grey Bar]	Manual Progress	[Teal Bar]
	Summary	[Thick Grey Bar]	Inactive Summary	[Thin Grey Bar]	Manual Summary	[Thick Teal Bar]	External Milestone	[Diamond]		



Town Drainage Improvement and Flood Hazard Mitigation Plan

Picture

**TOWN OF SURFSIDE
DRAINAGE IMPROVEMENT &
FLOOD HAZARD MITIGATION
TOWN HALL**

Join the Department of Public Works along with the engineering team during our next Town Hall to discuss flooding and stormwater drainage improvements. Public feedback will be solicited!



**Thursday, October 27, 2022
6:30 PM
Hybrid Meeting**

ADDRESS 9301 Collins Ave, Fishbowl Room, Surfside, FL 33154	ZOOM Meeting ID: 830 8298 9107 Passcode: 274109
--	--



Current Project Phase

Planning Phase (information gap alignment and modeling)

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Kimley Horn
Architect of Record	N/A
Project Management	Kimley Horn

Funding

<i>Total Budgeted</i>	\$255,000
<i>Budget Approval Date</i>	September 23, 2021
<i>Commission Authorization to Expend Date</i>	June 14, 2022 Commission Meeting

Scope

The stormwater master plan, which is partially grant funded, will create a comprehensive Town infrastructure planning document geared towards understanding Town localized flooding issues and provide a project bank of projects for the Town to implement as part of the Capital Improvement Plan.

Project Timeline

Data Collection and Analysis
Stormwater Model
Adaptation Strategy
Master Plan

Phase Start

July 2022
November 2022
March 2023
May 2023

Phase End

November 2022
February 2023
May 2023
August 2023

Project Update

Refer to engineer schedule provided for deliverables.

	2022												2023																																												
	July	August				September				October				November				December				January				February				March				April				May				June				July				August							
	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21
Task 1.0 Collect, Review, and Analyze Current Mapping Data																																																									
1.1	Project Administration																																																								
1.1.1	Project Kickoff Meeting																																																								
1.1.2	Progress Meetings																																																								
1.1.3	Town Council Meetings (TBD)																																																								
1.2	Policy Planning And Public Coordination																																																								
1.3	Data Collection and Documentation																																																								
1.3.1	Initial Data Collection and Review																																																								
1.3.2	Preliminary Data Gaps Map																																																								
1.3.3	Field Visits (4 weeks field time)																																																								
1.4	Model Recommendations And Analysis																																																								
1.4.1	Analysis and Technical Memorandum																																																								
1.4.2	Project DEM																																																								
Task 2.0 Produce a Stormwater Model																																																									
2.1	Existing Conditions Model																																																								
2.1.1	Model Development																																																								
2.1.2	Design Storm Model Runs																																																								
Task 3.0 Develop the Adaptation Strategy																																																									
3.1	Alternatives Analysis																																																								
3.1.1	Needs Assessment																																																								
3.1.2	Alternatives Analysis																																																								
3.1.3	Design Storm Model Runs																																																								
3.2	Future Conditions Analysis																																																								
3.2.1	Baseline Future Conditions Model																																																								
3.2.2	Improvements Future Conditions Models																																																								
Task 4.0 Stormwater Master Plan																																																									
4.1	Alternatives Selection																																																								
4.2	Preliminary Opinion of Probable Costs																																																								
4.3	Capital Improvement Plan																																																								
4.4	Final Technical Memo																																																								



Collins Avenue Water Main Design and Permitting

Picture



Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Nova Consulting
Architect of Record	N/A
Project Management	Nova Consulting

Funding

<i>Total Budgeted</i>	\$340,206
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	August 9, 2022

Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

Project Timeline

Survey and Geotechnical
60% Design
90% Design
Permitting
Procurement Phase (est.)
Constuction (est) - TBD

Phase Start

November 2022
March 2023
June 2023
April 2023
TBD
TBD

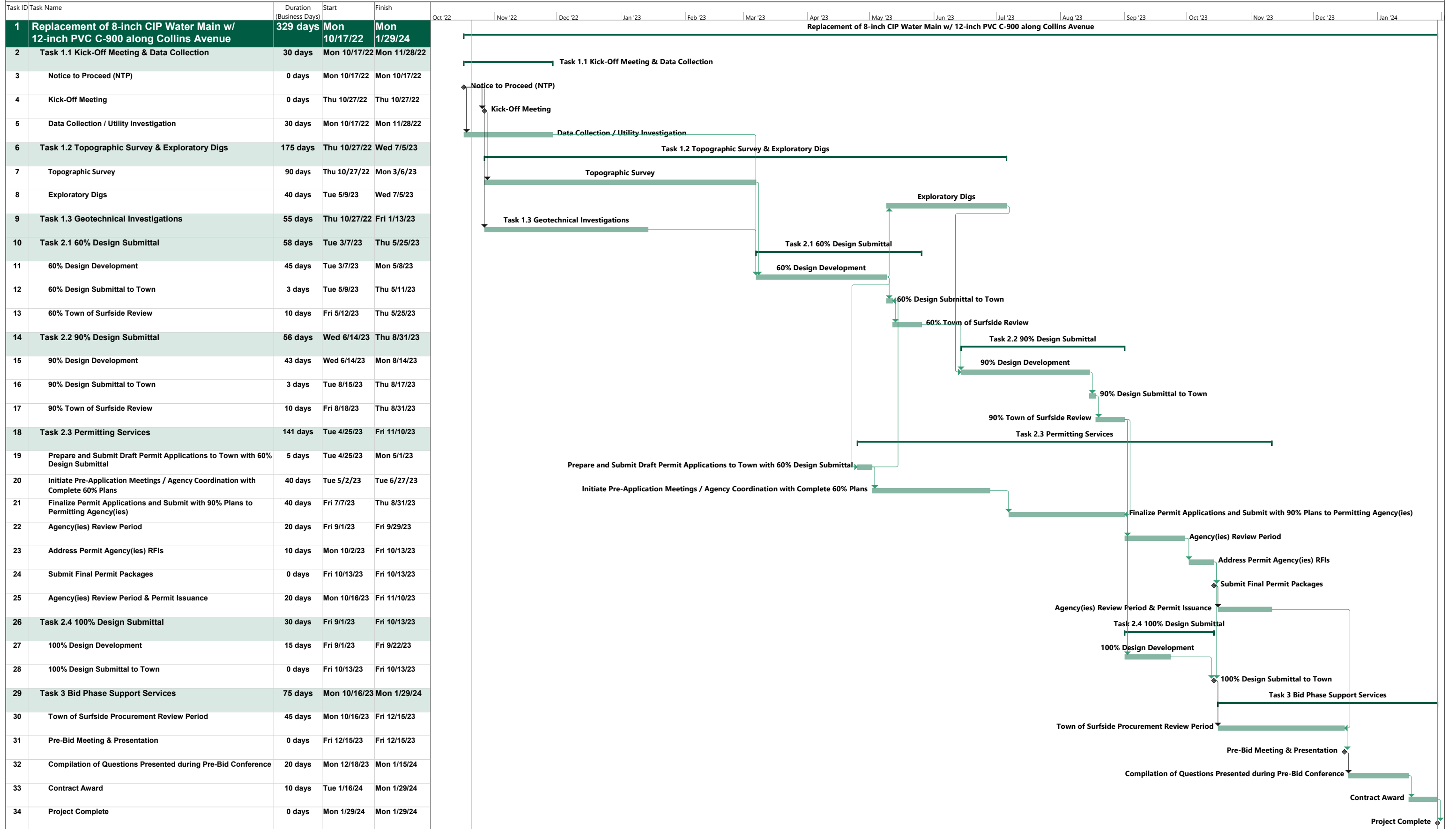
Phase End

July 2023
May 2023
September 2023
November 2023
TBD
TBD

Project Update

The Town provided Nova Consulting a Purchase Order to commence work during October 2022. The purchase order and funding is only up to the procurement phase of the project. No construction funding has been allocated at this time. Construction phase can not be estimated until construction funding is secured. Nova Consulting commenced survey and is verifying field conditions scope of work.

Town of Surfside: Public Works Division - Replacement of Approximately 5,920 LF of Existing 8-inch CIP Water Main with 12-inch PVC C-900 Pipe along Collins Avenue



Project: Replacement of 8-inch CIP w/ 12-inch PVC C-900 along Collins Avenue
Date: Fri 10/21/22

Task Split Milestone Summary



A/C Replacement Units - Community Center

Picture



Current Project Phase

Procurement phase

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

Total Budgeted	\$140,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	TBD

Scope

The current AC units at the Community Center has a lifespan of over 10 years. The units are heavily corroded and has extensive wear and tear. The units often breaks down resulting high repair costs. The Town will be procuring new units for the entire community center including the concession stand, lifeguard office, fish bowl, and shark tank. These new units will meet EPA regulations. The cost includes: new Trane condensers with coal coatings, climate changing AHU with SS Drain pan, Coil casing, energy recovery ventilators, new aluminum I-beams to help prevent dirt and debris from corroding the units.

Project Timeline

Procurement

Notice to Proceed and Kick off (est.)

Construction/Replacement (est.)

Phase Start

April 2023

July 2023

August 2023

Phase End

June 2023

July 2023

October 2023

Project Update

On hold until Q3 of FY2023. Parks and Recreation Department is seeking proposals.



Dune Resiliency and Beautification Upgrade

Picture



Current Project Phase

Scoping Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

Funding

Total Budgeted	\$72,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	TBD

Scope

The Commission tasked Town administration to promote both dune beautification and resiliency improvements. Town administration is seeking engineering and design services in order to meet the objective in a manner that is Florida Friendly and promotes the natural plant diversity of the dunes.

Project Timeline

	Phase Start	Phase End
Procuring of Engineering	December 2022	March 2023
Plan and Study (est.)	March 2023	October 2023
Design (est.)	October 2023	November 2023
Permitting (est.)	November 2023	January 2024
Grant Agreement and Grant Funding (est.)	December 2022	February 2024
Construction (est.)	March 2024	December 2024

Project Update

Town is engaging with one of the pool engineering firms (Kimley Horn) to develop a scope of services for this task. Town obtained approval for Florida Department of Environmental Protection (FDEP) grant funding and will soon engage in grant agreement process. More detail on project timeline and budget will be known as the grant agreement process progresses. This Project phase is being taken to March 2023 Commission Meeting. A budget amendment will be required.



Dune Resiliency & Beautification Upgrade Baseline Schedule

Task	Activity	2022				2023												2024											
		Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Procuring of Engineering Services																												
2	Plan and Study (Estimated)																												
3	Design (Estimated)																												
4	Permitting (Estimated)																												
5	Grant Agreement and Grant Funding (Estimated)																												
6	Construction (Estimated)																												
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20																													

Notes:
 - Projected
 - Completed



Town-Wide Manhole Rehabilitation Project

Picture



Current Project Phase

Construction Phase

Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	300 Engineering
Architect of Record	N/A

Funding

<i>Total Budgeted</i>	\$250,000
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	October 12, 2022

Scope

Manhole structures are susceptible to aging and deteriorating, threatening the integrity of the entire sanitary system. This can lead to water infiltration which then needs to be processed and treated with the process costing the Town beyond what is budgeted and expected. 300 Engineering, through the Sanitary Sewer Evaluation Survey Smoke Testing Project, has identified 64 manholes within the Town which require rehabilitation. 300 Engineering will perform the Construction Administration, Inspection (CA&I) and reporting services for quality control monitoring during the Sewer Manholes Rehabilitation course of construction. Atlantic Pipe Services, LLC will be the contractor performing the work and will be contracted using a piggyback contract from St. Johns County, Florida.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Procurement</i>	<i>October 2022</i>	<i>November 2022</i>
<i>Notice to Proceed & Kick off</i>	<i>November 2022</i>	<i>November 2022</i>
<i>Construction</i>	<i>December 2022</i>	<i>February 2023</i>
<i>Submittal to DERM-RER</i>	<i>March 2023</i>	<i>March 2023</i>

Project Update

300 Engineering has composed all the evaluations needed for the contractor to start performance of work. Town Administration received funding expenditure approval for engineering and construction services from Town Commission during October 2022 Commission meeting. Construction started and ongoing. To date a 15% reduction in inflow and infiltration has already been experienced.

Manhole Rehabilitation Baseline Schedule

T a s k	Activity	2022				2023												2024											
		Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Procurement of Engineering firm																												
2	Notice to Proceed & Kick off meeting																												
3	Construction (Manhole rehabilitation)																												
4	Submittal to DERM-RER																												
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Notes: - Projected
 - Completed



Water Activity Pool (Tot Lot) Water Play Structure

Picture



Current Project Phase

Completed.

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

<i>Total Budgeted</i>	\$12,500
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	N/A

Scope

The current water tot lot structure (Sand Dollar) has extensive wear and tear. The structure has been repaired multiple times over the past 2 years due to safety reasons. Due to the material of the structure and high exposure to direct sunlight and chemicals, it deteriorates at a rapid pace. Staff will be purchasing new water structure that requires minimal maintenance, has a longer lifespan and is safe for all patrons using the pool.

Project Timeline

<i>Procurement</i>		
<i>Construction/Installation (est.)</i>		

Phase Start

<i>October 2022</i>
<i>March 2023</i>

Phase End

<i>November 2022</i>
<i>March 2023</i>

Project Update

Completed.



Dog Park Enhancements

Picture



Current Project Phase

Completed.

Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

Funding

<i>Total Budgeted</i>	\$10,500
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	N/A

Scope

The Dog Park is being used to full capacity and we are usually faced with safety concerns due to the sod being uneven and having a lot of holes. There current equipment at the park is very old and has extreme wear and tear. It has been over 10 years since the Dog Park has been enhanced. The new enhancements will provide patrons with new dog amenities, benches, trash receptacles and new sod.

Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
<i>Procurement</i>	<i>October 2022</i>	<i>October 2022</i>
<i>Notice to Proceed and Kick off</i>	<i>October 2022</i>	<i>October 2022</i>
<i>Construction/Replacement</i>	<i>October 2022</i>	<i>February 2023</i>

Project Update

Completed.



TOWN OF SURFSIDE

Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

TO: Mayor and Town Commission

FROM: Lillian M. Arango and Tony Recio, Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

CC: Hector Gomez, Acting Town Manager

DATE: March 8, 2023

SUBJECT: Office of the Town Attorney Report for March 14, 2023 Regular Commission Meeting

This Firm attended/prepared and/or rendered advice for the following Commission meetings and workshops, public meetings and workshops, and Board and Committee meetings during the past month:

February 6, 2023 – Tourist Board Meeting

February 8, 2023 – Charter Review Board Meeting

February 14, 2023 – Special Town Commission Meeting

February 14, 2023 – Regular Town Commission Meeting

February 22, 2023 – Charter Review Board Meeting

February 23, 2023 – Planning and Zoning Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary for the above noted meetings, in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Various members of the Firm have and continue to assist the Town in the aftermath of the CTS Collapse, including ongoing causation investigations at the CTS Site and off-site facilities, and interaction with KCE Engineering (Allyn Kilsheimer) and NIST representatives.

Commission Support:

Attorneys of the firm have continued to work with the members of the Town Commission, and Board and Committee members, to provide Ethics guidance and opinions, including Sunshine Law and Public Records, and address concerns and research specific issues and policy initiatives, and are always available, either in the office or by phone or email. We appreciate your support as we continue our sixth year of service and work in implementing the Mayor and Town Commission's policy directives.

Staff Support:

Members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review; preparation of ordinances as directed by the Commission; procurement and purchasing, various solicitations for Town services and providers (RFQs and RFPs) and agreements; IT related agreements; Parks & Recreation Department contracts and services; Tourist Board purchases and agreements; Code enforcement and interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues and complaints; police funding, matters and agreements, forfeiture, public records and complaints; building permit and enforcement issues; public records and media requests; litigation representation and support, subpoenas, oversight and case management; Town Code interpretation and application; labor, employment and pension matters; assistance with implementation of the AFSCME Florida Council 79 for Town civilian employees; EEOC complaints, and employee complaints of discrimination; resident ethics complaints and inquiries; various procurements and service provider contracts for Town Departments and the Tourist Board, including procurement and contracts associated with design and construction at 96th Street Park and Abbott Avenue drainage project; Beach Furniture Services at Community Center; Zoning Code clarifications and ordinances; implementation of utilities undergrounding project; Computer Aided Dispatch (CAD) software for Police Department; and Agreement with AVI-SPL for upgrades to the Commission Chambers and control room.

Key Issues and Action Items:

The workload has been diverse and has included specific issue support to every department. Key issues and action items since the Commission's election have included:

- Resolution Certifying and Declaring Results of the Surfside General and Special Municipal Elections Held On March 15, 2022 for Election of Mayor and Four (4) Town Commissioners and Five Referendum/Ballot Questions
- Resolution Selecting and Approving the Quote from CDW Government, LLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17
- Ordinance Amending Section 90-47. - “Yards, Generally Allowable Projections”, Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside’s Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As “Arbor Day”
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the Undergrounding of Utilities Project; First Amendment to Professional Services Agreement
- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution Abolishing the Town of Surfside Budget Advisory Committee

- Resolution Approving an Engagement Letter with Marcum LLLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022
- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-Permittees Named in the National Pollutant Discharge Elimination System Permit No.FIs000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town’s Transit Services Funding
- Resolution Adopting the Town’s Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O’Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside’s Farmer’s Market
- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code “Prohibited Noises” relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code “Marine Structures” to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
- Ordinance Amending Section 90-47 of the Town Code “Yards, Generally Allowable Projections” to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 24th “Surfside Champlain Towers South Remembrance Day”
- Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities

- Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03
- Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
- Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
- Ordinance Amending Section 90-2 “Definitions” to Revise the Definition for “Lot Coverage” and Section 90-49 “Lot Standards” to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
- Ordinance Amending Section 54-78(15) “Prohibited Noises,” and Section 66-7 “Disposal of Grass Cuttings and Hedge Trimmings” to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours
- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, “Landscape Requirements” of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
- Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
- Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
- Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
- Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
- Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
- Resolution Approving Budget Amendment No. 7 for FY 2022 Budget
- Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
- Resolution Approval and Piggyback Agreement for Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to Miami-Dade County RFP No. 01488
- Resolution Approving Employee Health Benefits Contract Renewal for FY 2023
- Resolution Approving Budget Amendment No. 8 for FY 2022
- Beach Furniture Ordinance

- Resolution Adopting a Proposed Millage Rate of 4.2000 Mills for the Fiscal Year 2023, Greater than the Rolled Back Rate of 3.7102 Mills Computed Pursuant to State Law by 13.20%
- Resolution Adopting a Tentative Budget for the Fiscal Year Commencing October 1, 2022 and Ending September 30, 2023
- Resolution Approving and Adopting Multi-Year Water and Sewer Rates and Service Charges Effective October 1, 2022 for Fiscal Years 2023 to 2026
- Resolution Supporting the Designation and Renaming of State Road A1A/Collins Avenue Between 87th Terrace and 88th Street as “98 Points Of Light Way” to Honor and In Remembrance of the Victims of the Champlain Towers South Building Collapse
- Resolution Approving an Agreement with SimpleView, LLC for Website Consulting, Development, and Hosting Services for the Redesign and Relaunch of the Town’s “Visit Surfside” Visitor Website
- Resolution Supporting the Town’s Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project; Confirming the Town’s Ability to Fund and Support the Permitting, Design, Construction, and Monitoring of the Town’s Dune Restoration Project
- Resolution Approving and Supporting the Submission of Grant Applications for Town’s Priority Projects Between October 1, 2022, and September 30, 2023, Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by the Town Commission
- Resolution Approving an Agreement With Beach Raker, LLC for Beach Cleaning and Maintenance Services in an Amount not to Exceed \$171,000 Annually Utilizing the Terms and Conditions of Village of Key Biscayne Contract No.2021-11-29
- Agreement with Beach Raker LLC for Beach Cleaning and Maintenance Services
- Resolution Approving Budget Amendment No. 9 for the Fiscal Year 2022 Budget
- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste; Reimposing Solid Waste Service Assessments Against Assessed Residential Property for The Fiscal Year Beginning October 1, 2022
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-67 – “Emergency Power Generators” to Permit the Installation of Emergency Power Generators on the Rooftop of Residential Structures in the H30A and H30B Zoning Districts
- Resolution Providing for Ratification of the Collective Bargaining Agreement between AFSCME Florida Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO and the Town of Surfside in effect from October 1, 2022 through September 30, 2025
- Resolution Adopting the Final Millage Rate For the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Adopting A Final Budget for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Establishing A Sister City Relationship with the Region Of Shomron, Israel to Promote Educational, Informational, Cultural and Economic Exchanges

- Resolution Approving A Utility Work By Highway Contractor Agreement with the State of Florida Department Of Transportation (FDOT) for Utility Valve Adjustments to Town-Owned Utility Facilities on State Road A1A in Connection with FDOT Project No. 443899
- Resolution Approving and Authorizing Expenditure of Funds to AT&T for Quotation Development and Engineering Preparation Charges required in connection with Preparation of Special Construction Estimates for the Utilities Undergrounding Project
- Resolution Approving Budget Amendment No. 1 for FY 2023 Budget
- Resolution Approving an Agreement with Atlantic Pipe Services, LLC For Pipe and Manhole Lining, Renewal, And Rehabilitation Services Utilizing the Terms and Conditions of the St. Johns County, Florida, Contract No. 21-Mcc-Atl-13188
- Resolution Approving an Agreement with GM Sports Tennis, LLC for the Town's Youth Tennis Program
- Resolution Approving an Agreement with Alves Sports Group LLC for the Town's Youth Soccer Program
- Resolution Approving the Purchase of Printing and Mailing Services for the Town Gazette
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Approving and Authorizing the Purchase of Four (4) 2022 Ford F-150 Vehicles from Walker Ford Co Inc. for the Town's Public Works and Parks and Recreation Departments
- Resolution Approving and Authorizing the Purchase of Stormwater Pump Repair Services from the Florida Department of Transportation (FDOT) Approved Vendor Xylem Water Solutions USA, Inc.
- Resolution Approving the Appointment of Richard Gendler LLC as the Special Master for the Town and the Code Compliance Department
- Resolution Approving a Donation to the Pelican Harbor Seabird Station in Support and Sponsorship of Their Program
- Resolution Approving State Legislative Priorities for 2023
- Ordinance Amending Section 90-15 of Zoning Code to Modify Membership Qualification Requirements for Planning & Zoning Board
- Resolution Approving the Purchase of Portable Radios and Related Services from Motorola Solutions, Inc. for the Town's Police Department
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed \$40,000 to Engage Marlin Engineering for a Zoning Code and Design Guidelines Update
- Resolution Approving the Purchase of a Schwarze Industries Street Sweeper Model A4 Storm from Tampa Crane & Body Acquisition, LLC using Sourcewell Contract No. 093021-SWZ
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Ford Police Interceptor Utility Vehicles, Together With (i) Emergency Lighting Equipment, (ii)

Graphics, (lii) Radio Equipment, and (Iv) Radio Programming for Each Police Vehicle

- Resolution Approving and Accepting a Grant Award Agreement with the State of Florida Department of State, Division of Arts and Culture, for the Champlain Towers South Memorial
- Resolution Approving and Accepting a Matching Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Surfside Abbott Avenue Stormwater Improvements Project
- Resolution Approving the Purchase of Phase 2 Services From Kofile Technologies, Inc. for Preservation, Archival, and Digitization of Historical Town Documents
- Resolution Approving an Agreement with Beachside Events LLC for Third Thursdays Event Series Production Services
- Resolution Approving an Agreement with Beachside Events LLC for Music of the Beach Event Series Production Services
- Resolution Approving and Authorizing the Town Manager to enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for Purchase and Installation of New Playground Equipment and Related Surfacing and Outdoor Fitness Equipment for Hawthorne Tot Lot Park
- Resolution Approving a Project Agreement with The Corradino Group, Inc. to Provide Building Design and Permitting Services for the Surfside Tennis Center Reconstruction Project
- Resolution Approving and Authorizing the Town Manager to Enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for the Purchase and Installation of Outdoor Fitness Equipment at Town Beach Ends
- Resolution Approving an Agreement with Beach Time Max, LLC for Beach Furniture Service Operations at the Community Center
- Resolution Approving the Purchase and Expenditure of Turtle-Friendly Solar Powered Bollards from First Light Technologies LTD for Hardpack
- Resolution Selecting and Awarding a Contract for Construction to Lunacon Engineering Group, Corp. for Construction of 96th Street Park Pursuant to RFP No. 2022-05
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A., Pursuant to the Continuing Services Agreement for 96th Street Park Construction Management and Owner Representation Services
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed \$120,000 to Engage Marlin Engineering, Inc. for Phase 2 of the Downtown Walkability and Design Study
- Resolution and License Agreement with the State of Florida Department of Transportation (FDOT) for Use of the Town Right-of-Way on 88th Street and

Veterans Park in Connection with Crosswalk Improvements at the Intersection of 88th Street and State A1A Harding Avenue (FDOT Project No. 443899

- Resolution Approving Budget Amendment No. 3 for The Fiscal Year 2023 Budget
- Resolution Approving and Authorizing the Pump Station Purchase from Barney's Pumps Inc. in an amount not to exceed \$26,507.00.
- Resolution Incorporating Decorative Street Signs and Traffic Control Poles into the Town's Utility Undergrounding Project, and Selecting Design Option
- Resolution Approving Purchase of Supplementation Services from CiviPlus LLC for Codification of Town Ordinances in Municode
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programming
- Resolution Approving an Agreement and Addendum with Zambelli Fireworks Manufacturing Co. for Fourth of July Fireworks Display Services
- Ordinance Amending the Town of Surfside Code Of Ordinances by Amending Section 90.61.1(C) of Article V. – Design Standards of Chapter 90 of The Town
- Resolution Approving a Site Plan Application to Permit the Development of Property Located at 9116 Harding Avenue and 303 Surfside Boulevard, Surfside, Florida, For a Multifamily Residential Development Consisting of Up To 6 Townhouse Dwelling Units and Up To 14 Parking Spaces
- Resolution Approving a Site Plan Amendment Application for Property Generally Located at 9100 Collins Avenue, Surfside, Florida, to Modify the Design and Uses Approved for 9100 Collins Avenue Pursuant to Resolution Nos. 13-Z-06 And 17-Z-2458
- Resolution and Agreement with Premier Bounce N Slide Party Rentals, LLC for the Town's Parks and Recreation Special Events
- Resolution Approving Budget Amendment No. 4 for The Fiscal Year 2023 Budget
- Resolution and Multi-Year Agreement with JustFOIA for Town's Public Records Request Platform
- Resolution and Agreement with Verge Aero for Fourth of July Drone Light Show Services
- Resolution Supporting House Bill 269 Relating To Public Nuisances and Enhanced Criminal Penalties for Persons who Commit Certain Violations while Evidencing Religious or Ethnic Animus

March 2023

- Resolution Declaring as Surplus Property Two Vehicles of the Town of Surfside Public Works Department; Authorizing The Town Manager To Provide For The Sale Or Disposition Of The Surplus Vehicles
- Resolution in Support of the Earthquake Victims in Turkey and Syria; Recognizing the Work of Humanitarian Aid, Rescue Workers, and Civilian Volunteers on the Ground

- Resolution Approving a Project Agreement with Kimley-Horn And Associates, Inc. Pursuant to the Continuing Services Agreement for Professional Engineering Services, for Design and Permitting Services Related to the Dune Resiliency and Beautification Project
- Resolution Approving a First Amendment to the Professional Services Agreement with in Alignment Consulting, LLC for Grant Administration and Consulting Services
- Resolution Strongly Opposing Cashless Bail Reform Allowing Criminals To Be Released On Their Own Recognizance
- Resolution Approving Budget Amendment No. 5
- Ordinance Amending Section 90-48.3 of Section 90-48. -- “Modification Of Side And Rear Yard Regulations” To Clarify Applicability Of Waterfront Setbacks; And Section 90-54.1 Of Section 90-54. – “Modification Of Side And Rear Yard Regulations” To Address Buildings And Structures Within The Waterfront Setback Area For H30a Properties
- Ordinance Amending Section 90-2. - “Definitions”, By Amending The Definitions Of “Setback” And “Yard” To Reflect That They Are Synonymous And Equivalent Terms
- Ordinance Amending Section 90-2. - “Definitions” By Amending The Definition Of “Density” To Delete The Reference To “Gross” Acre; Amending Section 90-45.1. - “Aggregation Of Lots” To Delete The Reference To “Gross” Density; And Amending Section 90-86.2 Of Section 90-86. – “Landscape Permit Plans” To Delete The Reference To “Gross” Acreage
- Amending Section 90-50.2 “Roof Decks Provisions” of Section 90-50. -- “Architecture And Roof Decks” To Clarify The Allowable Height For Stairway Railings For Access To The Roof Of Single Family Residential Properties
- Ordinance Amending Chapter 54, “Offenses And Miscellaneous Provisions,” Article III, “Offenses Involving Public Peace And Order,” By Adding Section 54-65, “Obstruction Of Public Right-Of-Way Prohibited
- Ordinance Amending Chapter 54, “Offenses And Miscellaneous Provisions,” Of The Town Of Surfside Code Of Ordinances, By Adding Section 54-66, “Public Urination And Defecation Prohibited

Litigation:

New or supplemental information is provided for the following cases:

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On September 18, 2019, the Town was served with a Complaint for Declaratory Judgment, Injunctive Relief, and Restitution in connection with the Town’s implementation of its 1998 stormwater fee ordinance. The plaintiff contends that the method of calculating stormwater fees is not fair to condominium unit owners, who are charged 1.0 equivalent residential units (“ERU”), the same as a single family home. The Town moved for dismissal of the Complaint on March 12, 2020, which was denied. The Town then moved for summary judgment on October 27, 2020, which remains pending. The summary judgment motion was delayed due to the COVID pandemic, court availability for a hearing, and the plaintiff’s desire to conduct expert witness discovery. The Town engaged its own expert witness to rebut the opinions of the plaintiff’s expert. Expert discovery is

completed. Mediation of the dispute occurred on December 6, 2021 with Retired Judge Joseph Farina, but with no result. An Executive Session with the Town Commission occurred on January 6, 2022 as part of the mediation process, but no agreement was reached. No further attempts to resolve the matter have occurred. The parties have stipulated to a set of undisputed facts to permit the action to resolve by summary judgment and agreed to a briefing schedule. On June 16, 2022, Solimar filed its cross motion for summary judgment and responded to the Town's summary judgment motion. On July 5, 2022, the Town responded to Solimar's motion for summary judgment and replied to Solimar's response to the Town's motion. Solimar replied to the Town's response on July 15, 2022, as provided in the Court's order. The summary judgment motions were heard by the Court at a hearing on October 7, 2022. At the Court's request, proposed orders were submitted by both parties within 15 days thereafter. For case management purposes, the Court has set a special set hearing for case status on April 27, 2023. The parties continue to wait on the Court's decision and ruling on the summary judgment motions.

Shannon Gallagher, Petitioner, vs. The Town Of Surfside and 9165 Surfside LLC, Respondents; Case No. 2022-000028-AP-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. A Petition for Certiorari was filed on May 20, 2022 by Shannon Gallagher alleging failure to comply with provisions of Surfside's Zoning Ordinance and Town Charter and asking certiorari review of a quasi-judicial order by the Town Commission approving plans submitted by the Applicant, Fort Point Capital, to construct a 14-unit building at 9165 Collins Avenue (Hillcrest). Gallagher moved to amend the Petition on June 10, 2022, refiled on June 15, 2022. On June 27, 2022, the Town filed its Response in Opposition to Gallagher's Motion for Leave to File and Amend Petition and Appendix. On August 26, 2022, the Court issued its order granting Petitioner Gallagher's Motion to File an Amended Petition for Certiorari and Amended Appendix. Pursuant to the Court's Order, Petitioner shall have ten (10) days from the date of the Order or by September 6, 2022 to file a corrected amended petition and appendix, which shall not include items or arguments that are not included in the record below, and Respondents are directed to file an original of their responses to the amended petition for writ of certiorari with this Court within twenty (20) days of the date of filing of the amended petition and appendix and show cause why the amended petition should not be granted. Because Gallagher did not comply with the August 26, 2022 order, on September 12, 2022, the Town and Fort Point Capital jointly moved the Court for an order compelling Gallagher to file her corrected petition and appendix. On September 23, 2022, the Court issued an order granting the joint motion and directing Gallagher to file a corrected amended petition and appendix within 10 days, failing which, the parties shall proceed on the basis of the original petition and appendix. Gallagher's corrected amended petition and amended appendix is therefore due on October 3, 2022. The Town's response to the corrected amended petition, if filed on October 3, 2022, or to the original petition, was due on October 23, 2022. Gallagher timely filed an amended petition and amended appendix. The Town and Fort Point Capital jointly moved for an extension of time to file responses to the amended petition to January 5, 2023 and filed their responses on that date. Gallagher did not file a reply and the time for such has lapsed. On February 23, 2023, the Court issued a Notice of Review setting a panel review of three judges where on April 13, 2023, where the merits of the case will be internally reviewed and decided.

Information on other pending litigation matters, including matters handled by the FMIT appointed defense counsel, has or will be provided individually to members of the Town Commission, as needed or requested.

Special Matters:

Continued monitoring of new case law and legislation from Federal, State and County, challenging local home rule authority and analysis of legislation proposed in the upcoming 2023 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include: continued efforts to inspect the CTS Off-Site Facilities for investigations as to the cause of the collapse in connection with the CTS Building Collapse; CTS memorial site and 88th Street closure; public records requests and ethics complaints, inquiries and opinions; implementation of various policy directives from the Mayor and Town Commissioners; implementation of agreement for beach furniture services at the Community Center; Design and engineering for new tennis center, resident gym and rooftop pickle ball court; Hawthorne Tot Lot Park upgrades, new playground and fitness equipment and resurfacing; implementation and agreement for purchase and installation of new fitness equipment at beach street ends; contract for construction and administration of for 96th Street Park construction; implementation and purchase of solar ballards lighting for hardpack; implementation and Interlocal Agreement with Miami-Dade County for residential street signs; continued review and monitoring of all Development Orders and approvals; police matters and mutual aid and other agreements; various procurements and service or provider agreements for Town improvements, equipment, facilities and programs, including purchase of police vehicles, radios and equipment; A/C Replacement at Community Center, Bus Shelters ADA Compliant, Dune Resiliency and Beautification, Collins Avenue Water Main Design and Permitting, Stormwater Masterplan, Transportation Masterplan; Commission Chambers Audio/Visual Upgrades; Tourist Board Programs and Events Vendors; Upgrades to Zoning Code Design Standards; Zoning Code ordinances addressing ambiguities and revisions; Town Website Update; continued assistance with implementation of AFSCME Florida Council 79 Union for Town civilian employees; Invitation to Bid and Contract for the Abbott Avenue Drainage Improvements project, including grant funding; implementation and funding for Surfside Boulevard improvement; agreement and implementation of Police Computer Aided Dispatch (CAD) software and related services; implementation of undergrounding of utilities project; implementation of walkability initiatives and traffic directives; grant funding and implementation of CTS Memorial Site; legislation regarding public places; and Charter Review Board process and meetings.



**Town of Surfside
Regular Town Commission Meeting
March 14, 2023**

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A.

Date: March 14, 2023

From: Acting Town Manager Hector Gomez

Subject: Town Manager Recruitment Process - Review of Resumes and Interview Process Steps

Background/Analysis: – During the January 10th Town Commission meeting, the Town Administration provided a suggested process to conduct the Town Manager recruitment search. During this meeting, the Town Administration received direction to conduct the search utilizing the Town's Human Resources Department.

The initial process included reviewing / approving a job description, salary range and job posting sites. The resume acceptance period ended on March 2, 2023. The Town received a total of 139 resumes. The resumes were categorized as follows:

- Municipal Manager Experience: 28 resumes
- Senior Municipal experience: 15 resumes
- Others: 96 resumes

The next steps:

Review of Resumes - The objective to identify candidates who best reflect the qualities, characteristics, experience, and areas of expertise that were described in the advertisement.

Determine Candidates to be Interviewed - The objective for this step is to narrow the total number of qualified candidates to a smaller group who will then continue to the next step. The Town Commission shall discuss the number of candidates they wish to interview. In order to establish which candidates will proceed to interviews, each Elected Official shall provide the Town Clerk with five (5) candidates, ranking them in order of choice by March 31, 2023. Each rank will have a number of points assigned (ie: your number one ranked will get 5 points). Please see form - Town Manager Recruitment Ranking Sheet to Short List (attachment A). At the end of this process the Human Resources Director (and/or Town Clerk, Town Attorney) will provide a Ranking Summary Sheet. The five candidates with the most points become the short list of candidates for interviews.

Interview the Candidates - Once the short list of candidates has been established, the Human Resources Director will inform the candidates who are selected to participate in the

interview process. The candidates shall be informed of the nature of the interview process. This includes informing them if the interviews will be in person (one-on-one round robin style), at a Commission meeting, or via Zoom. Candidates shall also be provided with the date, time, number of candidates who will be interviewed, whether there are any in-house candidates, and when a decision is expected to be made. The Town Commission must provide their availability to interview the candidates. Interviews shall be limited to no more than one (1) hour per candidate. The Human Resources Director will provide sample acceptable and not acceptable interview questions to the Elected Officials. The Human Resources Director at the request of the Elected Officials, can provide sample questions.

In order to establish a top three (3) list, each Elected Official shall provide three (3) candidates from those interviewed, ranking them in order of choice. Each rank will have a number of points assigned (ie. your number one ranked will get 3 points). At the end of this process, the Human Resources Director (and/or Town Clerk, Town Attorney will provide a Ranking Summary Sheet. This will identify the top three (3) candidates.

Background Check - The Human Resources Director conducts a background check of the top three (3) candidates. This will include criminal record check, credit check, driving record, education verification, review of employee file - evaluations, disciplinary actions etc. at former municipalities, and reference check. Elected officials are informed of the findings.

Making the Final Selection - The selection of the Town Manager is determined by a Ballot to be submitted to the Town Clerk during a Commission Meeting. The Ballot will require that each elected official vote for two (2) candidates in order of choice.

Contract Negotiations - The Mayor or designee, with the assistance of the Town Attorney will negotiate an employment agreement with the top candidate. Should contract negotiations fail to materialize with the top candidate, the Mayor or designee and the Town Attorney may proceed to negotiate with the second ranked candidate, or the third ranked candidate, as needed.



Town Manager Recruitment Ranking Sheet

Elected Official's Name: _____

The ranking scale as follows:

- Your number 1 choice = 5 points
- Your number 2 choice = 4 points
- Your number 3 choice = 3 points
- Your number 4 choice = 2 points
- Your number 5 choice = 1 point

Rank Number	Applicant's Name	Points
#1		5
#2		4
#3		3
#4		2
#5		1

Signature: _____

Date: _____