Town of Surfside
Regular Town Commission Meeting
AGENDA
Tuesday, April 18, 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 the Government Finance Officers Association (GFOA) Award *(Verbal)* - Hector Gomez, Acting Town Manager

1H. Municipal Clerks Week - Shlomo Danzinger, Mayor
Municipal Clerk Week - April 2023.pdf
Municipal Clerk Week - Request - April 2023.pdf

1I. Town Lobbyist Update - Hector Gomez, Acting Town Manager

1J. Undergrounding Powerlines Update - Hector Gomez, Acting Town Manager

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. Town Commission Meeting Minutes - Town Clerk Sandra N. McCready
March 14, 2023 Special Town Commission Meeting Minutes.pdf
March 14, 2023 Regular Town Commission Meeting Minutes.pdf
March 21, 2023 Town Commission Budget Vision Workshop Meeting.pdf
April 4, 2023 Special Town Commission Meeting Minutes.pdf

3B. Board and Committee Reports/Minutes
2023-01-09 Tourist Board Meeting Minutes.pdf
2023-01-18 Charter Review Board Meeting Minutes.pdf
2023-01-23 Parks and Recreation Committee Meeting Minutes.pdf
2023-01-26 Planning and Zoning Board Meeting Minutes.pdf
2023-01-31 Joint Special Town Commission and Planning and Zoning Board Meeting Minutes.pdf
2023-02-06 Tourist Board Meeting Minutes.pdf

2023-02-08 Charter Review Board Meeting Minutes.pdf
2023-02-22 Charter Review Board Meeting Minutes.pdf
2023-02-23 Planning and Zoning Board Meeting Minutes.pdf
2023-03-08 Charter Review Board Meeting Minutes.pdf
2023-03-13 Tourist Board Meeting Minutes.pdf

3C. Arbor Day Proclamation/Resolution Approval - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE'S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAMING APRIL 29, 2023, IN THE TOWN OF SURFSIDE AS "ARBOR DAY"; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.
Proclamation Certificate Coins and Key to the Town Request Form 2023.doc
Resolution Arbor Day 2023.DOC

3D. A Resolution of the Town Commission of the Town of Surfside, Florida, Approving a Fiscal Year 2023 Police Forfeiture Fund Expenditure for Police Gym Equipment - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FISCAL YEAR 2023 POLICE FORFEITURE FUND EXPENDITURE FOR POLICE GYM EQUIPMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Police Forfeiture Funds 2023.DOCX

3E. Authorization to Purchase Through Piggyback from Alliance Matrix National Purchase Agreement Police Gym Equipment. - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT WITH JOHNSON HEALTH TECH NORTH AMERICA INC. D/B/A MATRIX FITNESS FOR THE NEW POLICE GYM AND TRAINNG FACILITY UTILIZING THE TERMS AND CONDITIONS OF THE NATIONAL CO-OPERATIVE PURCHASING ALLIANCE CONTRACT NO. 08-23 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; APPROVING AND AUTHORIZING THE PURCHASE OF ROGUE GYM EQUIPMENT FROM COULTER VENTURES, LLC D/B/A ROGUE FITNESS PURSUANT TO SECTION 3-13(7)(K) OF THE TOWN CODE; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND 3-13(7)(K) OF THE TOWN CODE; AUTHORIZING EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving the Purchase of Fitness Equipment.DOCX
Exhibit A - Gym Equipment National Cooperative Purchasing Alliance Matrix Fitness Contract
Exhibit B - Gym Equipment Matrix Fitness Quote
Exhibit C - Gym Equipment Quote Rogue Fitness

3F. Approving and Authorizing the Expenditure of $59,657.00 to Convert the Police Department Sallyport to a Town Employee Gym and Training Facility - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $59,657.00 FOR THE POLICE DEPARTMENT GARAGE SALLYPORT CONVERSION TO GYM REMODELING PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Authorizing Expenditure of Funds for Gym Facility Project.DOCX

3G. FY 2023 Budget Amendment Resolution No. 6 - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 6 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Budget Amend No. 6.DOCX
Attachment A - FY2023 Budget Amendment No. 6.pdf

3H. Education and Sharing Day - Shlomo Danzinger, Mayor
Education & Sharing Day - April 2023.pdf
Education & Sharing Day - Request - April 2023.pdf

3I. Authorization to Approve the Purchase and Installation of Turtle Friendly Solar Bollards Along the Hardpack for Maintenance and Safety as Part of Phase II - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF TURTLE-FRIENDLY SOLAR POWERED AMBER LED BOLLARDS FROM FIRST LIGHT TECHNOLOGIES LTD. FOR PHASE II OF THE TURTLE-FRIENDLY SOLAR BOLLARDS PROJECT; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) OF THE TOWN CODE AS EQUIPMENT AVAILABLE FROM A SOLE SOURCE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Attachment A- Sole Source.pdf
Resolution Approving Solar Bollards Purchase for Phase 2.DOCX
Exhibit A - Phase II Quote - 200 PLB-AMB-BLS.pdf

4. Ordinances

Second Reading

4A1. Accessory Structures in Waterfront Lots in the H30A Zoning District - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE,

FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-48.3 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 - Second Reading

4A2. Zoning Code Correction: Definitions of "Setback" and "Yard" - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - "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 Amending 90-2 (Definitions) Setback and Yard - Second Reading

4A3. Zoning Code Correction: Deletion of references to Gross Density and Gross Lot Area. - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - "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.
Ordinance Amending 90-2 (Definitions), 90-45.1 (Aggregation of Lots) and 90-86.2 (Landscape Permit) to Delete reference to Gross - Second Reading
Attachment A - Gross Acre in the Zoning Code

4A4. Obstruction of Public Right-Of-Way Prohibited - Lilian Arango, Town Attorney

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 Prohibited - Second Reading

4A5. Ordinance - Public Urination and Defecation Prohibited - Lilian Arango, Town Attorney

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 - Second Reading

First Reading

4B1. Pension Ordinance Addressing Housekeeping Items and Technical Corrections - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 2. – ADMINISTRATION, ARTICLE V. – EMPLOYEE BENEFITS, DIVISION 2. - PENSION PLAN, OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; SPECIFICALLY, AMENDING SECTION 2-176 OF THE TOWN CODE TO CLARIFY NORMAL AND EARLY RETIREMENT AGES; AMENDING SECTION 2-182(a) OF THE TOWN CODE TO PERMIT TERMINATED 100% VESTED MEMBERS TO RECEIVE BENEFITS BEGINNING AT AGE FIFTY-FIVE; AND AMENDING SECTION 2-193 OF THE TOWN CODE GOVERNING THE DROP PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Attachment A - Actuarial Study.pdf
Retirement Plan Ordinance.DOCX

4B2. Amendment of Election Qualifying Dates Due to the March 19, 2024 Presidential Preference Primary - Sandra N. McCready, MMC, Town Clerk

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 101, "QUALIFYING FOR ELECTED OFFICE" OF THE TOWN CHARTER PURSUANT TO SECTIONS 100.3605(2) AND 166.021(4), FLORIDA STATUTES, WITH LIMITED APPLICABILITY TO ESTABLISH QUALIFYING DATES AND SUPPLEMENTAL QUALIFYING DATES FOR THE TOWN'S MARCH 19, 2024 GENERAL ELECTION; PROVIDING FOR INCORPORATION INTO THE CHARTER; PROVIDING FOR CODIFICATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR NOTIFICATION TO MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Attachment A - Miami-Dade County Ballot Issue Deadlines - 2024.pdf

Ordinance Amending Qualifying Dates.docx

4B3. Zoning Code Correction - Roof Deck Stairway Height - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-50.2 "ROOF DECK PROVISIONS" OF SECTION 90-50. -- "ARCHITECTURE AND ROOF DECKS" TO CLARIFY REGULATIONS APPLICABLE TO ROOFTOP STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance Amending Sec. 90-50.2 Roof Deck Provisions - First Reading
Roof_Stair_Stairs_Limitations in the Zoning Code

4B4. Zoning Code Correction: Adjustment to Secondary Frontage Setbacks in H120 - Acting Town Manger 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 90-48.5(2) OF SECTION 90-48. – "MODIFICATION OF SIDE AND REAR YARD REGULATIONS" TO CLARIFY APPLICABILITY OF SETBACKS IN H120; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Amending Sec. 90-48 - Secondary Frontage Setbacks in H120- First Reading
Attachment A: Modification of side and rear yard regulations

4B5. Zoning Code Correction: Front Setback Standards - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-61. – "PAVING IN FRONT AND REAR YARDS IN H30 AND H40 DISTRICTS" BY AMENDING LANDSCAPE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance Amending Sec. 90-61 - Setback Paving Standards - First Reading
Attachment A: Front Yard Restrictions

4B6. Stormwater Management Regulatory Mechanism for Enforcement - Hector Gomez, Acting Town Manager

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 34 – ENVIRONMENT, ARTICLE II. – STORMWATER DRAINAGE MANAGEMENT, DIVISION 1. – GENERALLY, TO PROVIDE FOR AND ESTABLISH THE PURPOSE AND INTENT OF THE ARTICLE; PROVIDING FOR DEFINITIONS; SEDIMENT AND CONTROL REQUIREMENTS FOR CERTAIN DEVELOPMENTS; STANDARDS FOR SEDIMENT AND EROSION CONTROL; PERMIT ISSUANCE CONDITIONS; ADMINISTRATIVE PROCEDURES;

ENFORCEMENT OF SEDIMENT AND EROSION CONTROL REQUIREMENTS; PROHIBITION OF ILLICIT DISCHARGES; REPORTING OF ILLICIT DISCHARGES; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.
Ordinance Stormwater Compliance.DOCX

5. Resolutions and Proclamations

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

5A. Landscape Architectural Services for the Tennis Center Recreation Building Design Phase - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE LANDSCAPE ARCHITECTURAL SERVICES RELATING TO THE TENNIS RECREATION CENTER BUILDING IMPROVEMENTS PROJECT, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Project Agreement w Corradino for Tennis Center Landscape Architecture
Exhibit A - Project Agreement - Corradino Group Landscape Architecture Tennis Recreation Center.DOCX
Exhibit 1 to Project Agreement - "Corradino Group Proposal Dated March 30 2023"

5B. Construction Phase Design and Architectural Services 96th Street Park - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING ADDITIONAL SERVICES WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR CONSTRUCTION PHASE DESIGN AND ARCHITECTURAL SERVICES PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND ARCHITECTURAL SERVICES FOR THE 96TH STREET PARK PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Attachment A - Savino Miller Design Studio Proposal Dated March 13 2023
Resolution Approving Additional Services Construction Phase Savino Miller for 96th Street.DOCX

5C. Purchase of Integrated Technology System for the Police Department using existing Contract between Central Square and City of Plantation.

- Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF (i) A FULLY INTEGRATED COMPUTER AIDED DISPATCH (CAD) SYSTEM AND RELATED ANCILLARY SERVICES FROM CENTRALSQUARE TECHNOLOGIES, INC., (ii) A CITATION SYSTEM FROM LEXISNEXIS, AND (iii) VEHICLE PRINTERS FROM CDW GOVERNMENT LLC, FOR THE POLICE DEPARTMENT; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND (7)(K) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment A - Software License & Service Agreeement - Central Square Technologies
Attachment B - Subscription Service License & Use Agreement - Central Square Technologies
Attachment C - Community Data Platform Membership Program Agreement.docx
Attachment D - Plantation PD Subscription vs. Surfside PD Hybrid3.13.pdf
Reso Approving Purchase of CAD System for Police and Electronic Citation and Vehicle Printers.DOCX
Exhibit A - Surfside Hybrid Quote.pdf
Exhibit B - Piggyback Agreement - Central Square - CAD System Purchase.DOCX
Exhibit C - Surfside PD FL - LexisNexis E Citation Quote_2 yr Mar 2023.pdf
Exhibit D - CDW Printer Quote

5D. HPF Associates, Inc. Contract Extension for Phase IIA for Undergrounding of Utilities - Hector Gomez, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH PHASE IIA OF THE UNDERGROUNDING OF UTILITIES PROJECT; FINDING THAT THE SERVICES ARE EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PHASE IIA SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Second Amendment to HPF Associates PSA.DOCX
Second Amendment to HPF Associates PSA.DOCX
Exhibit A to the Second Amendment.pdf

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
2023-04 April Town Manager's Report.pdf

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

Town Attorney Report.DOCX

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Miami-Dade County League of Cities Director and Alternate Director Designation - Sandra N. McCready, MMC, Town Clerk
Attachment "A" - Miami Dade League of Cities email.pdf

9B. Undergrounding Utilities Project - Street Lighting Options - Hector Gomez, Acting Town Manager
Attachment "A" - Street Light Options.pdf

9C. Special Meeting Request to Address Recent Adoption of SB102 and HB627 - Shlomo Danzinger, Mayor

9D. H120 Zoning Restaurants in Condos - Jeff Rose, Vice Mayor

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.

MEMORANDUM

ITEM NO. 1H.

To:

From: Shlomo Danzinger, Mayor

Date: April 18, 2023

Subject: **Municipal Clerks Week**

For the commission approve the resolution as submitted recognizing the work of municipal clerks and the vital role they play in government.

Municipal clerks are the unsung heroes of government. They are the ones who keep our cities running smoothly, ensuring that our elections are fair and our laws are upheld. They are the ones who provide essential services to our residents. And they are the ones who are always there to help us with our questions and concerns.

Municipal clerks are dedicated public servants who deserve our recognition and appreciation. I urge you to approve this resolution and show them how much we value their work.

Municipal Clerk Week - April 2023.pdf

Municipal Clerk Week - Request - April 2023.pdf

Proclamation

Whereas, *the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; AND*

Whereas, *the Office of the Municipal Clerk is the oldest among public servants; AND*

Whereas, *the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; AND*

Whereas, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; AND*

Whereas, *The Municipal Clerk serves as the information center on functions of local government and community; AND*

Whereas, *Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; AND*

Whereas, *it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk, specifically the hardworking and irreplaceable Clerks of the Town of Surfside.*

Now *therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, do hereby proclaim the week of April 30th through May 6th, 2023, to be recognized as the 54th Annual Professional:*

Municipal Clerks Week

and I further extend appreciation to our Municipal Clerk Sandra McCready, Deputy Clerk Evelyn Herbello, Assistant Clerk Priscilla Krutules, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Signed by my hand at Surfside Town Hall
on this the 18th day of April 2023.

_____

Shlomo Danzinger, Mayor
Town of Surfside

TOWN OF SURFSIDE

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

OFFICE OF THE TOWN CLERK

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

Date of Request: 04/18/2023

Name of Requestor: Mayor Shlomo Danzinger

Organization: Town of Surfside

Address: 9293 Harding Ave., Surfside, FL 33154

Phone / E-Mail: sdanzinger@townofsurfsidefl.gov

Name of Individual / Organization to be honored:

Surfside Clerks; Sandra McCready, Evelyn Herbello, Priscilla Krutules

Title for Proclamation or Certificate:

Municipal Clerks Week

Date of Recognition: 04/18/2023

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

See attached proclomation

Document is to be*:*

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

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes_____ No_____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

Town of Surfside
Special Town Commission Meeting
MINUTES
March 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 Jeff Rose, Commissioner Marianne Meischeid, Commissioner Nelly Velasquez and Commissioner Fred Landsman.

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

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

Mayor Danzinger reminded the public of the decorum statement and started with public comment on all items.

Mayor Danzinger opened the floor to public comments for items 2A (Public Safety in Downtown Business District and Beach), 2B (Byron Avenue Traffic Issue), 2C (Discuss Current Town Zoning and Potential Impacts of Senate Bill 102 (2023) and House Bill 627 (2023), 2D (Zoning Code Correction - Garage Conversion Criteria and 2E (Violations for Illicit Discharges and Improper Sediment and Erosion Control on Construction Sites).

The following individuals from the public spoke:
Clara Diaz-Leal spoke regarding item 2B (Byron Avenue Traffic Issue) and stated the changes are significant and should not be done in this fashion and this could be creating a bigger problem and spoke regarding past studies. She stated this would be a safety issue

to the children and families that live there.
Eliana Salzhauer spoke regarding the time limit for all items and spoke regarding item 2B (Byron Avenue Traffic Issue) and stated making the lane faster makes it more dangerous and the residents that live on Byron Avenue were not aware. She stated that they need to find solutions. She stated that item 2E (Violations for Illicit Discharges and Improper Sediment and Erosion Control on Construction Sites) is excellent and thanked Commissioner Landsman.
Marina Sarabia spoke against item 2B (Byron Avenue Traffic Issue) and opening up Byron Avenue because the traffic is getting worse. She suggested educating drivers on how to maneuver around the roundabouts.
Charles Scharf spoke regarding signs of new homes being built and signs should be placed on the property. He spoke regarding the traffic and safety issue and the speeding on Byron Avenue.
Jeff Lehman spoke against the proposed item 2B (Byron Avenue Traffic Issue) and stated that the source of the additional traffic is coming as a combination of using residential neighborhoods to get away from the traffic on Collins Avenue.
George Kousoulas stated that the threat is item 2C (Discuss Current Town Zoning and Potential Impacts of Senate Bill 102 (2023) and thanked the Mayor and Commissioner Velasquez for placing this on the agenda. He stated this is the single most important item on the agenda.
Ben Jacobson spoke regarding the frustration with the traffic.
Jenny Chideri spoke against item 2B (Byron Avenue Traffic Issue) and the fact that they should be having sidewalks instead of bump outs. She spoke about the police officers' lights shining in her kids bedroom while they are conducting a traffic stop.
Joseph Tahami stated he has been leaving in Town for only two years but does not agree with the proposed changes under item 2B (Byron Avenue Traffic Issue).
Mayor Danzinger closed the floor to public comments.

2.A Public Safety in Downtown Business District and Beach - Mayor Shlomo Danzinger

To facilitate the recruitment of three (3) Public Safety personnel, it is recommended that the Commission approves a budget amendment and allocates funds from the Tourist Resort Fund. This will enable the Town to initiate the lengthy hiring process in a timely manner.

Public comments were heard under item 2 (Mayor, Commission and Staff Communication) for all discussion items.

Mayor Danzinger introduced the item and proposed the recruitment of three Public Safety personnel. He further recommended that the commission approves a budget amendment to allocate the appropriate funds from the Tourist Resort Fund.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to direct the Town Administration to move forward with the recruitment of three (3) Public Safety personnel, seconded by Vice Mayor Rose.

Commissioner Landsman spoke on the item and recommended maybe that the administration should consider hiring a public service aid versus a police officer.

Commissioner Meischeid supports the item.

Commissioner Velasquez supports the idea and believes that there should be someone on Harding Avenue and the Business district in order to add an extra layer of security for residents and tourists.

Vice Mayor Rose fully support the Mayor's initiative and believes that it will be a great idea.

The motion carried with a 5-0 vote.

2.B Byron Avenue Traffic Issue - Mayor Shlomo Danzinger

For the commission to direct the Town Manager to implement the changes as proposed (in the attachment), opening up an additional lane on Byron Ave to better facilitate the current volume of traffic.

Public comments were heard under item 2 (Mayor, Commission and Staff Communication) for all discussion items.

Mayor Danzinger presented the item.

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

Mayor Danzinger spoke regarding the slide with the idea which is to open it up the entire way due to the bottleneck that is taking place at this time. He stated the idea is to allow more cars to get through without having the traffic jam. He wanted to propose something that would help alleviate the problem.

Commissioner Landsman wanted to reiterate to the public that nothing has been done behind closed doors and explained that this is their first and only chance to discuss this in public. He stated that he lives close to Byron Avenue and feels the pain as well. He stated that the Town is growing with more density as well as South Florida is growing in density, and it is not just Surfside. He appreciates the intent and idea but personally does not support this particular change at this time but could in the future. He stated that there needs to be a traffic study.

Acting Town Manager Gomez stated that the traffic study should be done in the next few months.

Commissioner Landsman would like a traffic study that includes other areas including Byron Avenue. He would also like to wait to see when the Shops of Bal

Harbour and garage open up to see what happens with traffic east to west on 96th Street.

Commissioner Meischeid would like to ask the Acting Town Manager if he could explain what the benefit of this equipment is for the Town. She asked if the equipment is to increase the flow of traffic.

Acting Town Manager Gomez stated the intent is that during peak hours there is a large amount of traffic and traffic jam on the roundabout that are also due to some bump outs. He continued explaining the queuing and how to address the excess queuing and traffic which is the intent. He stated the intent of the equipment is to increase the flow of traffic.

Commissioner Velasquez stated that Byron Avenue is a one-way traffic, and the rest of Town is a two-way traffic. She stated that they should wait for a traffic study before changing Byron Avenue. She understands the situation is because of the Bal Harbour parking lot which has created an enormous amount of trouble to Surfside and that needs to be completed and wait before changing anything on Byron Avenue. She asked why they do not propose to open Carlyle Avenue if the intent is for better flow of traffic. She stated she does not support this.

Vice Mayor Rose stated this is the first time talking about this. He is a fan of the soft gate like San Souci and does not believe that the park being closed affects this. He stated that he has spoken to residents about the amount of traffic and not being able to get out of town at 4:00 p.m. He does believe it should be part of the traffic study. He also stated that when the undergrounding takes place this is also going to need to be discussed. He appreciates and commends the mayor for bringing this forward. He believes it might be a bit premature and would like to wait for the traffic study to be done and then bring it before FDOT. He would like the walking lane and possibly a barrier to divide the driving from the walking lane.

Mayor Danzinger stated it is a conversation and is listening to the residents but there are people being affected by the traffic. He believes that they need to let the professionals to do the study and believes it can wait and be revisited at a later time.

Acting Town Manager Gomez stated that he has been provided with two takeaways and there will be community outreach to discuss any changes that would take place from the traffic study and there will be tradeoffs required as it relates to walkability as well.

A motion was made by Vice Mayor Rose to end discussion on this item, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
byron-ave-proposal.pdf

2.C Discuss Current Town Zoning and Potential Impacts of Senate Bill 102 (2023) and House Bill 627 (2023) - Commissioner Nelly Velasquez

The Town Commission to discuss potential zoning changes that will safeguard various zoning and special districts that would be impacted from Senate Bill 102 (2023) and House Bill 627 (2023).

Public comments were heard under item 2 (Mayor, Commission and Staff Communication) for all discussion items.

Commissioner Velasquez thanked Mayor Danzinger for bringing this forward. She stated she placed this on the agenda for purposes of awareness and the goal is to analyze and mitigate the impact of the proposed law for the Town.

A motion was made by Commissioner Velasquez for purposes of discussion, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Mayor Danzinger provided an overview of the proposed bill and explained what the Senate has added as amendments to the bill and it is at the appropriations committee, and they are trying to push for some changes and explained the process of this bill for approval.

Commissioner Landsman stated that this is a potential dramatic change for zoning and code for all municipalities in the State of Florida and thanked the mayor for lobbying our senators and representatives against this bill. He commented on a conversation he had with Town Attorney Recio on some language that could help the Town. He does believe they should wait until the outcome of this bill.

Commissioner Meischeid spoke regarding the bill, development on Harding Avenue and the comprehensive plan.

Mayor Danzinger addressed the comments made by Commissioner Meischeid as it pertains to the density and height as it pertains to this bill.

Commissioner Meischeid suggested the Town doing an inventory of Town land as well.

Vice Mayor Rose thanked the mayor for bringing this to our Town and this is the greatest threat that could change our Town. He stated his concern is more of the immediate threat like the Eden property.

Commissioner Velasquez spoke regarding Town owned property and about the referendum that was placed in the past protecting our land and asked the Town Attorney if that would protect the Town from this bill.

Town Attorney Arango stated that the charter amendment of 2022 states that any sale or lease of our land must comply with this charter.

A motion was made by Vice Mayor Rose to end discussion, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

2.D Zoning Code Correction - Garage Conversion Criteria - Vice Mayor Jeff Rose

The Town Commission should provide direction on the addition of window style and location criteria for a garage conversion in order to remove this item from the purview of the Planning and Zoning Board.

Public comments were heard under item 2 (Mayor, Commission and Staff Communication) for all discussion items.

Vice Mayor Rose introduced the item and stated for the record that he is a contractor.

A motion was made by Vice Mayor Rose to change garage conversion from having to go before the Planning and Zoning Board for approval to be moved to the responsibility of the Town Planner to approve, seconded by Commissioner Meischeid.

Vice Mayor Rose explained the item and the language where the level of the window replacing the garage door has to be the same level.

Acting Town Manager Gomez stated that it can be made part of the criteria of the Town Planner.

Town Planner Frankel provided a summary and stated it will have to come as a first reading ordinance and then as a second reading ordinance which will have the window consistency to the requirement.

Vice Mayor Rose amended his motion to state the following:

An amended motion was made by Vice Mayor Rose to have any garage conversion elevation shall be raised to the finished flood level of the house in accordance with the Florida Building Code and FEMA regulations and the level of the window replacing the garage door has to be the same level as the other windows on the facade, seconded by Commissioner Meischeid.

Commissioner Velasquez wanted clarification on the regulations.

Building Official McGuinness clarified the regulations on garage conversions.

The motion carried with a 5-0 vote.
Governing Code: Sec. 90.50-Architecture and roof decks.docx

2.E Violations for Illicit Discharges and Improper Sediment and Erosion Control on Construction Sites - Commissioner Fred Landsman

Seeking Town Commission consensus to task the Town Manager to bring back an ordinance for first reading that addresses civil penalties for construction sites that are illegally discharging in public storm drains and are not maintaining proper sediment and erosion control.

Public comments were heard under item 2 (Mayor, Commission and Staff Communication) for all discussion items.

Commissioner Landsman provided an overview of the item and asked for the Town Manager to bring back civil penalties to those that discharge improper sediment on construction sites.

A motion was made by Commissioner Landsman to direct the Acting Town Manager to bring back an ordinance to address civil penalties for construction sites that are illegally discharging in public storm drains and are not maintaining proper sediment and erosion control, seconded by Commissioner Meischeid.

Acting Town Manager Gomez spoke regarding the FDEP Audit.

Commissioner Velasquez thanked Commissioner Landsman and does agree that there needs to be hefty penalties to avoid this from happening again.

Vice Mayor Rose thanked Commissioner Landsman for bringing this up and agrees with this. He spoke regarding concrete trucks and if they have a photo of the truck committing the infraction and then they get fined what will be the specifics of enforcing this properly.

Acting Town Manager Gomez addressed the comment made and it is an enforceable action of damage to Town property, and this gives them the recourse to address these violations.

Town Attorney Arango stated that they need to look at their code to make sure that there is a provision that will cover the Town's damaged property.

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 6:53 p.m., seconded by Commissioner Landsman The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this _____ day of _____, 2023

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Regular Town Commission Meeting
MINUTES
March 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 7:13 p.m.

1B. Roll Call of Members

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

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

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

1C. Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Commissioner Landsman spoke regarding the accomplishments by this Commission, and they work together to accomplish what needs to be done. He thanked the Board and Committee members for their work.

Commissioner Meischeid thanked the Parks and Recreation Department and the Tourist Board for putting on the great events. She spoke regarding the Charter Review Board moving forward and everyone was in favor of keeping the 12-story height limit.

Commissioner Velasquez thanked the residents for coming here today and today is our anniversary as an elected official.

Vice Mayor Rose thanked everyone and spoke regarding the misinformation being disseminated and addressed those comments. He spoke regarding the Burt Harris

law. He spoke regarding the success of the beach chairs. He thanked his fellow commissioners for their support, and they always held decorum.

Mayor Danzinger stated it has been one year since they have been an elected official. He stated it has been his pleasure to serve and is seeing a lot of things coming to fruition and has received a lot of positive feedback. He thanked the commission he is serving with and keeping decorum. He welcomed everyone who is watching and provided the rules of decorum. He spoke regarding how efficient the meetings in Tallahassee are run.

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

Mayor Danzinger spoke regarding the last item on the agenda which is the Town Manager Recruitment process and wanted to move item 9A (Town Manager Recruitment Process - Review of Resumes and Interview Process Steps) to be heard before item 3 (Consent Agenda).

A motion was made by Vice Mayor Rose to move item 9A (Town Manager Recruitment Process - Review of Resumes and Interview Process Steps) to be heard before item 3 (Consent Agenda), seconded by Commissioner Meishcheid. The motion carried with a 5-0 vote.

Mayor Danzinger requested an add on item which is a proclamation for Colorectal cancer.

A motion was made by Commissioner Meischeid to add a walk on item (Proclamation for Colorectal Cancer) to be heard as item 5D (Proclamation for Colorectal Cancer), seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

1F. Community Notes - Mayor Shlomo Danzinger

Mayor Danzinger spoke regarding the beach chairs and the past events and programs that were very well attended. He appreciates staff and everyone that put together these events. He spoke regarding the upcoming events.

Mayor Danzinger expressed his thoughts and appreciation for those employees that have celebrated their work anniversary and mentioned them by name.

Mayor Danzinger welcomed the newly sworn in police officer, officer Roberto Gonzalez.

Mayor Danzinger provided the Town with an overview of his trip to Tallahassee where he met with senators, representatives and committees regarding the upcoming bills. He also provided a presentation of that trip.

Mayor Danzinger stated that they are trying to put together a State of the Town Address in order to update the Town on all projects that are coming forward and the scheduled date for this would be March 26, 2023.

1G. Presentation of $1.00 Salary to the Mayor, Vice Mayor and the Members of the Town Commission - Acting Town Manager Hector Gomez

Acting Town Manager Gomez presented the elected officials with their $1.00 a year Salary and thanked them and commended them for their hard work.

Commissioner Landsman spoke regarding this being a voluntary position and he is blessed to serve this community.

2. Quasi-Judicial Hearings

3. Consent Agenda

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

A motion was made by Commissioner Landsman to approve the consent agenda, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

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

Approved on consent.
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

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

Approved on consent.
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

Approval of the Resolution.

Approved on consent.
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

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.

Approved on consent.
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

Town Administration recommends approval of this resolution.

Approved on consent.
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

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.

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

Acting Town Manager Gomez introduced the item as well as the changes and additions that were made between first and second reading.

Vice Mayor Rose spoke regarding the linear feet language.

Town Attorney Recio introduced the item and addressed the language as well as the proposed language.

Commissioner Velasquez asked regarding the 50% language and the seawall.

Town Attorney Recio explained where the language would be added.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading as is with the language adding the 50% of the value of a new seawall, seconded by Commissioner Meischeid.

Mayor Danzinger opened the floor to public comment.

The were no public speakers.

Mayor Danzinger closed the floor to public comment.

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 Seawall Heights

First Reading

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

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.

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

Acting Town Manager Gomez introduced the item and stated that these first reading ordinances are a product from the Joint Planning and Zoning Board and Commission Meeting.

Town Planner Frankel stated this was discussed at the January 31, 2023 joint meeting and they had direction from both to bring this back to the Commission as an ordinance. She provided an explanation of the item and what this would allow in the code.

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

Mayor Danzinger passed the gavel and left the dais at 8:08 p.m.

Vice Mayor Rose opened the floor to public comment.

The following individuals from the public spoke:
Eliana Salzhauer spoke against the item.
George Kousoulas spoke in favor of the item.

Mayor Danzinger came back to the dais at 8:11 p.m. and took back the gavel.

Mayor Danzinger closed the floor to public comment.

Commissioner Velasquez is not in favor of accessory structures and on the smaller lots she is not in agreement of putting it to 10 feet and cannot support this item.

Vice Mayor Rose stated that 4-5 people last year decided for the accessory structures not to be ok when it always was. He stated that this had a lot of thought put into it by the Town Planner and Town Attorneys and the distance does work. He fully supports this and retains his motion.

The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

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

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.

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

Acting Town Manager Gomez stated this is a definition correction.

Town Planner Frankel introduced the item.

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

Vice Mayor Rose asked regarding some ambiguity of frontages, public right of ways and wants to make sure it will be brought back next month.

Mayor Danzinger opened the floor to public comment.

The following individual from the public spoke:
George Kousoulas spoke in favor of the item.

Mayor Danzinger closed the floor to public comment.

The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

A motion was made by Vice Mayor Rose to come back next month with cleaning up the language regarding secondary frontages next to public rights of way, seconded by Commissioner Meishceid. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.
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

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.

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

Acting Town Manager Gomez introduced the item.

Mayor Danzinger opened the floor to public comment.

The were no public speakers.

Mayor Danzinger closed the floor to public comment.

Town Planner Frankel explained the language being deleted because that language is not needed and this came about from the joint meeting between the Planning and Zoning and Town Commission.

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

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.

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

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview of the item and explained the language of roof decks and stated for safety reasons they need to be in compliance with the building code.

Building Official McGuinness explained what the Florida Building Code states and a railing is needed for safety reasons.

Mayor Danzinger opened the floor to public comment.

The following individual from the public spoke:
George Kousoulas had the Town Clerk pass out a handout he provided. He stated the ordinance is incomplete and provided an explanation.

Mayor Danzinger closed the floor to public comment.

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

Vice Mayor Rose brought up the point of the Florida Building Code and the guard

rails and does not think they could add all that information at once. He stated that they still have to deal with the ambiguities in the code.

Town Attorney Recio stated what is being modified and he is hearing there is more modifications and suggested stating what other modifications they want and possibly bringing it back again for first reading.

Vice Mayor Rose stated if they bring it up as it is written you are opening yourself up to having more ambiguities and suggested bringing it back.

Town Attorney Arango stated that they have to comply with noticing requirements and the title will change and suggested bringing it back for first reading.

Commissioner Landsman stated he appreciates the input of the public and would like for the Town Attorney to review the suggestions and does believe it should be reviewed and make sure it is appropriate for the Town.

Commissioner Meischeid is not comfortable with the way it is currently written.

Commissioner Landsman stated that he is not comfortable with not having the time to review what Mr. Kousoulas provided.

Commissioner Velasquez asked for them to take the advice of the Town Attorney.

Vice Mayor Rose stated that you are still leaving ambiguities.

A motion was made by Vice Mayor Rose to withdraw the ordinance as written in item 4B4 (Zoning Code Correction-Roof Deck Stairway Height) and bring back for the April meeting with a more comprehensive ordinance addressing the ambiguities in roof top regulations, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose for a 5-minute break at 9:06 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

The meeting resumed at 9:17 p.m. with all members of the Commission and staff present.
Roof_Stair_Stairs_Limitations in the Zoning Code
Ordinance_Re_Roof_Deck_Railings.docx

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

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

Acting Town Manager Gomez introduced the item and introduced the Town Attorneys.

Town Attorney Arango introduced the item as it pertained to the last meeting which directed the Town Attorney to move forward with language and stated that they met

with Professor Stephen Schnably who is the Constitutional Law Professor with the University of Miami and with the ACLU. She stated that they tried to strike a balance for both sides and explained the ordinance. She urges the Commission to reread the whereas clauses which comply with ADA compliance of the sidewalks and the right of way. She went over the text of the sections and subsections of the ordinance.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to pass this ordinance as written, seconded by Commissioner Landsman.

Vice Mayor Rose opened the floor to public comment.

The following individuals from the public spoke:
Stephen Schnably, ACLU of Florida applauded the Commission for not moving forward with the other 3 proposals discussed at the January meeting and thanked Town Attorneys Arango and Recio for meeting with him. He still disagrees with the Town Attorney as it pertains to enforcement. He spoke regarding the lack of affordable housing and shelters in Surfside. He spoke regarding the fines for violating the ordinance.
Vicki Mallette, Miami Dade County Homeless Trust, spoke regarding the conversations she has had with the different police departments and her organization can respond to the concerns of homelessness in Surfside and they can provide relocation assistance and any holistic approach to assist them.
Gerardo Vildostegui spoke regarding civil liberties and the problem with this ordinance that can have the Town sued.
Ben Jacobson spoke regarding other cities that have become dumps and they do not want a situation in their Town like that.

Vice Mayor Rose closed the floor to public comment.

Mayor Danzinger introduced the item and has worked with the Town Attorney and with respect to the speakers they are not residents of the Town and they are worried about the security of our residents. He stated this item is not addressing homeless individuals but for residents to walk safely and our sidewalks are not wide enough. He provided examples like carriages and all this needs to be enforceable. He stated they are working with organizations that address individuals that are in need.

Commissioner Landsman stated that public safety is something that everyone is concerned about. This ordinance gives a tool to our police officers to take care of an issue if it becomes apparent and it does not say who it is addressed to nor does it speak about the housing of the individual.

Commissioner Meischeid is in agreement with this ordinance.

Commissioner Velasquez agrees with this ordinance to protect the citizens, and this is not singling out a specific group of individuals.

Town Attorney Arango stated as to any claims of violating anyone's rights, all groups will be treated the same and the police officers have body worn cameras and any

statement that this ordinance violates anyone's rights is premature. She stated that the enforcement cannot be arbitrary and must be done to all classes.

Mayor Danzinger spoke regarding the escalation of enforcement as stated in the ordinance.

The motion carried with a 5-0 vote.
Ordinance Obstruction of Public Right of Way

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

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

Mayor Danzinger introduced the item and he brought this ordinance due to the many complaints received and has worked with the Town Attorney to make sure that no specific party is being targeted.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to approve the ordinance on first reading, seconded by Commissioner Meischeid.

Vice Mayor Rose opened the floor to public comment.

The following individuals from the public spoke:
Stephenen Schnably, ACLU spoke against the item regarding having a restroom close and spoke regarding selective enforcement.
Gerardo Vildostegui spoke against the item.

Vice Mayor Rose closed the floor to public comment.

Commissioner Landsman spoke regarding what process the Police Department will follow for enforcement of urination and defication. He asked if the enforcement can only be done if seen by an officer. He stated these are rules to help the residents and tourists.

Chief Healy stated that the offence must be done in front of an officer and provided what the exception would be, which is if it is done in front of a minor child it would then become a misdemeanor and there are exposure laws.

Commissioner Velasquez asked Chief Healy if someone is video recording a minor can that person be arrested.

Chief Healy stated the exceptions.

The motion carried with a 5-0 vote.
Ordinance Public Urination and Defecation Prohibted.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.

Mayor Danzinger opened the floor to public comment for all items under item 5 (Resolutions), that includes the following: Item 5A (Professional Services for Dune Resiliency and Beautification Project; 5B (Consultant for Grant and Related Contract Project Administration; 5C (Resolution Strongly Opposing a Proposal for Cashless Bail, Allowing for Criminals to be Released on Their Own Recognizance; and 5D (Proclamation - Colorectal Cancer Awareness Month).

The following individuals from the public spoke:
Gerardo Vildostegui spoke regarding item 5C (Resolution Strongly Opposing a Proposal for Cashless Bail, Allowing for Criminals to be Released on Their Own Recognizance) and he has an issue with the title and they cannot be called criminals because they have not been convicted.
Ben Jacobson spoke regarding item 5C (Resolution Strongly Opposing a Proposal for Cashless Bail, Allowing for Criminals to be Released on Their Own Recognizance) and is in support of the resolution.

Mayor Danzinger closed the floor to public comment.

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

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.

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

Acting Town Manager Gomez introduced the item and spoke regarding the objective from this Commission which was making the dunes more resilient. He stated that they need a firm to help with the permitting process and that is why they need to contract with a firm.

Vice Mayor Rose asked regarding some residents speaking regarding cleanup of the dunes and asked regarding that project. He also asked if they have permission from DEP.

Acting Town Manager Gomez addressed the comments made and they do have permission.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.
Resolution Approving Project Agreement with Kimley-Horn - Dune Resliency

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

Town administration is seeking Town commission approval to expend up to $ 75,000 for fiscal year 2023 for In Alignment Consulting services.

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

Acting Town Manager Gomez introduced the item and explained the work the firm has been doing for the Town and they have assisted the Town in obtaining numerous grants and they are now performing additional duties to include the undergrounding project.

Mayor Danzinger asked how many grants and monies they have received and saved.

Acting Town Manager Gomez responded to the question asked by the mayor.

Mayor Danzinger spoke regarding the individual the Town is using who is on top of all the grants and appropriations and the funding for the undergrounding.

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

For the commission to adopt the resolution opposing the recent proposal for cashless bail reform.

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

Mayor Danzinger introduced the item and explained the affects this type of legislation has caused other cities.

A motion was made by Mayor Danzinger to approve the resolution, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.
Resolution Opposing Cashless Bail

5D.) Proclamation - Colorectal Cancer Awareness Month

Mayor Danzinger introduced the item and it was former Commissioner Michael Stern and he legislates Washington for funding. He read the language of the proclamation.

A motion was made by Mayor Danzinger to pass the proclamation, seconded by Vice Mayor Rose. 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 comment.

The following individuals from the public spoke:

Eliana Salzhauer expressed her concern regarding not having the Charter Review Board video recorded. She spoke against the mayor's trips to Tallahassee. She spoke regarding pacing development and slow things down.

Gerardo Vildostegui loved the Surfside Under the Stars event and said what is happening is the sustained civil liberties and the email parody regarding the mayor. He spoke regarding the trip the Mayor and Ben Jacobson took to Dubai and Israel and the public records requests he has made.

Mayor Danzinger stated that if they want to discuss and talk about the Commission but do not insult the staff.

Brian Bey spoke regarding the raising of the Pride flag and if there have been dates established for that event.

George Kousoulas spoke regarding the Beach Club, and it is a big hit and what he heard is that the hours are not long enough. He spoke regarding the misinformation being put on NextDoor regarding the zoning code.

Mayor Danzinger closed the floor to public comment.

Commissioner Landsman spoke regarding the video recording of the Charter Review Board meeting and asked Acting Town Manager Gomez to stream and record those meetings. He did clarify that those meetings are being audio recorded, and he does not want there to be any more noise of inappropriate actions. He is offended that their legacy is of throwing parties and spoke regarding the work that the committees are doing. He addressed the comment regarding the pride flag and asked the Acting Town Manager to come up with a date for that event and invite the legislators from Tallahassee. He spoke regarding the design review guidelines and there is a process currently which is updating those guidelines.

Commissioner Meischeid stated that she is present at the Charter Review Board and there is audio recording, and they can obtain a copy of those recordings if they so choose to. She stated that there should be consensus by all the Commission and not only one who is

requesting something.

Commissioner Velasquez stated that in terms of the video recording of the Charter Review Board she fully supports that and if this Commission states there is transparency and they are there for their residents then they should video record that meeting. She stated that she has received emails, phone calls and text messages from residents requesting that committee meetings to be video recorded. She spoke regarding the design review guidelines and when it applies and obviously it only works when it applies to some people. She addressed and is in support of the pride flag and they do prepare an event and thank you to the entire community and they should all be inclusive.

Vice Mayor Rose stated that any recommended changes the Charter Review Committee provides to this Commission, this Commission must approve regardless if that meeting is video recorded or not. He stated that this Commission is spending the money for the residents. He addressed the comments made by Mr. Vildostegui and fully supports the Town Attorney and staff and does not appreciate his attacks on staff. He is in full support of the pride flag and event.

Mayor Danzinger addressed the comment made regarding video recording the Charter Review Committee meetings and they are a recommending committee and it must come to the Commission and then to the residents to vote on the changes. He stated all the conversations are held in the public and they cannot change anything in the charter without the voters. He stated that they are audio recorded like other committees and boards. He spoke regarding the Pride event and he stated that the speaker mentioned inclusivity and he and Commissioner Meischeid were disinvited from the pride event. He stated that all the events they do are inclusive for all groups not only to one and singling out one group.

7. Town Manager and Town Attorney Reports

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

Acting Town Manager Gomez provided the Town Manager's Report and provided an overview of the projects as well as the openings in the Building Department. He spoke regarding the FOP contract negotiations and they will be scheduling an executive session to discuss. He spoke regarding the different upcoming internal projects including the revamping of the Town's website.

Acting Town Manager Gomez addressed questions posted by members of the Town Commission regarding the Town Manager's Report.

A motion was made by Vice Mayor Rose to approve the Town Manager's Report, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
Town Manager's Report - March 2023.pdf

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

Town Attorney Arango provided the Town Attorney's Report as well as an update on the pending litigation. She also provided an update regarding the Shannon Gallagher v. Town of Surfside case and she failed to file a response to the Town's Petition and on April 13, 2023 there will be a hearing on the merits of the case and that hearing is not open to the public or attorneys. She spoke regarding a case update on FMIT.

A motion was made by Vice Mayor Rose to approve the Town Attorney's Report, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
Town Attorney 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

Item 9A (Town Manager Recruitment Process-Review of Resumes and Interview Process Steps) is being heard before item 3 (Consent Agenda).

Acting Town Manager Gomez provided an overview of the Town Manager recruitment process and the interview process steps. He stated that he has applied and will recuse himself from this process tonight and he will step out of the chambers. He introduced Human Resources Director Slate-McCloud to provide a summary of the process.

Human Resources Director Slate-McCloud spoke regarding the Town Manager search and they received a total of 141 resumes and this item involves what the next steps would be and explained those steps. She stated that the reappointment of Acting Town Manager Gomez expires on April 15, 2023 and she needs direction from the Commission. She stated the form provided to the Commission is due to her by March 31, 2023 with their top 5 candidates. She spoke regarding the interview process and she recommends them to be done in a round robin process, which will take place in one day. If there is a candidate out of state, she will need direction of how to proceed. They can either attend via zoom or have the candidate fly in at the cost of the Town or at the cost of the applicant. She stated that lastly they need to schedule interview dates and then determine how long they want the interview to take place.

Mayor Danzinger stated they have 3 items to give her direction on. He asked what they want to do with out of town candidates. He asked how many candidates they are looking at interviewing.

Commissioner Velasquez stated that last time it was 10 individuals and then they interviewed the top 5 and then they did the top 3.

Human Resources Director Slate-McCloud stated that the top 3 would be the ones that would be interviewed and then the top candidate would be the one that they

would negotiate a contract with.

Mayor Danzinger stated that the consensus of the Commission was to have the top 5 by March 31, 2023 to start scheduling the interview dates. He stated that he would like to keep candidates from South Florida and those have connections with legislators and asked how to handle out of state.

Consensus was reached to hold those out-of-town candidates via zoom.

Consensus was reached to have the live interviews as round robin process with 30 minutes for each interview and 15 minute breaks between each candidate.

Mayor Danzinger stated that all candidates must be asked the same questions.

Human Resources Director Slate-McCloud stated that they can do that and she will provide acceptable and unacceptable interview questions. She stated that they can email her the questions and she can put them together. She stated that she will schedule them for 30 minutes each with 15 minute break in between.

Mayor Danzinger spoke regarding the interview dates.

Human Resources Director Slate-McCloud suggested to schedule them after Passover and provided the possible dates of April 17, 2023, April 18, 2023, April 25, 2023, April 26, 2023 or April 27, 2023, which seem to be the most open. She elaborated on the April 18, 2023 date which is a commission date. She stated that following the interviews you can do a special meeting to have the top 3.

Mayor Danzinger stated that they could possibly do April 17, 2023.

Consensus was reached to have the interviews on April 17, 2023.

Commissioner Landsman asked if the candidate is in Florida does the candidate get milage reimbursement.

Human Resources Director Slate-McCloud stated that she will need authorization for reimbursement. She stated that they can define anyone above from Palm Beach they can attend via zoom.

Consensus was reached that each candidate's travel is at their expense.
Attachment A - "Town Manager Recruitment Ranking Sheet to Short List"

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Landsman to adjourn the meeting at 10:43 p.m., seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this _____ day of _____, 2023

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Town Commission Workshop
MINUTES
March 21, 2023
5:30 PM
Commission Chambers

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:32 p.m.

1.B Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, and Commissioner Marianne Meischeid,

Absent: Commissioner Nelly Velasquez and Commissioner Fred Landsman.

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

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

2.A Commission Direction Budget Workshop, Discussion and Direction for the FY 2024 Budget - Acting Town Manager Hector Gomez

The goal of the workshop is to receive direction on those items the Town Commission would like to see addressed next fiscal year.

Acting Town Manager Gomez introduced the item and staff that will be assisting with the process and workshop. He provided dates that have to do with the budget process which they also have to take into account coordinating with Miami Dade County and the Miami Dade School Board dates. He stated the meetings will start at 5:00 p.m. The key dates are as follows: March 21, 2023 they will go over the goals and objectives and the vision of the Commission; June 13, 2023 this meeting will be putting together their data with the Town as a budget workshop; July 11, 2023 will be

a Town Commission Special Meeting which will be presenting the budget to the Commission with the Town's proposal; then the official public hearings will be the first public hearing on September 12, 2023 and then the second public hearing will take place September 19, 2023. He spoke regarding the different projects and having those projects funded in order to have these projects at their finished final stage.

Mayor Danzinger opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas spoke regarding the Freebee Car Service, and it should be something they should consider as one of their priorities.

Mayor Danzinger closed the floor to public comments.

Acting Town Manager Gomez provided a point of clarification and stated that for final approval of the budget they need majority of the governing body which would be 3 of the 5 votes of the Commission and approve the dates provided for the budget meetings.

Consensus was reached with the Commission present to approve the dates for the budget meetings.

Mayor Danzinger encouraged staff to check with the two commissioners absent.

Acting Town Manager Gomez stated that he will contact them, but there is not a lot of wiggle room on the dates.

Mayor Danzinger reviewed some of the projects that were approved last year and are currently funded like the 96th Street Park, the new Tot-Lot resurfacing, online permitting for the Building Department, the updating of the Design Review Guidelines for the Planning and Zoning Board, a full-time Town Planner which is in-house and the beach chairs. He also spoke regarding the 2022 projects that are in process and will require additional funding like the new Tennis Center on 88th Street, Downtown business district widening/redesign, beach path safety lighting and redoing the beach walking path/dune restoration.

Acting Town Manager Gomez provided updates on some of the projects the Mayor addressed.

Commissioner Meischeid stated she brought this up at a previous meeting and it is in regards to the Freebee Car Service. She stated that they had some discussion previously and it is the same amount of money as the shuttle and understands it would have to be one or the other. She stated it would be between $150,000 to $160,000 per year and the shuttle costs $151,000 a year. She provided some statistics on the usage of the shuttle.

Acting Town Manager Gomez stated that the numbers vary and fluctuate depending on the season and it is currently funded through the CITT and that is what currently funds the shuttle service. He stated that they can only do one or the other.

Commissioner Meischeid stated that they can create the grid and age requirements as well. She stated that her understanding was that the shuttle was being used to go to Publix.

Acting Town Manager Gomez stated that there is a certain demographics that use it and it does take them to different places.

Commissioner Meischeid stated the Freebee is a new innovative form of public transportation.

Vice Mayor Rose asked if this is only going to be going to Surfside and asked what is the shuttle's current route.

Commissioner Meischeid stated that she understands that it does go through Surfside.

Acting Town Manager Gomez stated that the shuttle is used in a mapped route that services not only Surfside and does go to Bal Harbor and Miami Beach and a few stops in residential areas. He spoke regarding the geo grid that Freebee uses.

Vice Mayor Rose spoke regarding some Surfside residents using the shuttle will have a problem with the technology of the Freebee.

Commissioner Meischeid addressed the comments made by Vice Mayor Rose.

Vice Mayor Rose stated he likes the idea but does not want to alienate residents that will have an issue with technology.

Vice Mayor Rose suggested someone going on the shuttle to see how it works.

Mayor Danzinger asked if they received any statistics of the Freebee from Bal Harbour.

Acting Town Manager Gomez stated that they have not received those statistics yet but they are working on obtaining them.

Mayor Danzinger addressed his concerns as it relates to the number of riders and the pros and cons which includes the Freebee not being ADA compliant. He stated that they could keep it on the agenda for the June meeting but would like more information and the numbers.

Acting Town Manager Gomez stated that they will bring back some statistics. He spoke regarding the two municipalities that paid for the services and asked if there is an opportunity to work with those municipalities to extend to Surfside, then perhaps they could split the cost if they can cover Harding Avenue and Collins Avenue.

Mayor Danzinger stated that Bay and Bal Harbour might not want to partner with Surfside for the Freebee. He also asked Commissioner Meischeid what exactly were the residents wanting that reached out to her.

Vice Mayor Rose asked regarding possibly doing a hybrid of the shuttle bus and the Freebee and partnering with Bal and Bay Harbor and come up with a schedule.

Mayor Danzinger asked the Acting Town Manager Gomez to work on obtaining more information on the Freebee Service.

Vice Mayor Rose spoke regarding the Downtown business, Pickleball Court, Tennis Center, and Seaweed cleaner. He stated that maybe something they can look into is possibly having Bal Harbor assist with the funding of the seaweed cleaning. He also stated that another important item is taking care of Town staff and bringing their salaries to market value and it will keep staff. He wanted to make sure Town staff knows that this is something that is important to this Commission. He also spoke regarding expanding the service to the Town and County with the beach raker.

Acting Town Manager Gomez asked if he is looking at bringing the beach raking services inhouse.

Vice Mayor Rose stated they could look into that but also seeing if Miami Dade County and neighboring municipalities would assist in the funding.

Acting Town Manager Gomez stated he will look into that and bring back some numbers.

Mayor Danzinger asked if this is something they could work with Bal Harbor.

Acting Town Manager Gomez stated he will discuss with Bal Harbor, Miami Dade County and the City of Miami Beach and he will report back to the Commission.

Commissioner Meischeid asked how often they rake the beach.

Acting Town Manager Gomez stated about 3 times a week and when they do not do it then the County does it. So there is only 2 days that are not covered a week. He stated that they spoke with their beach raking company and will get additional information.

Mayor Danzinger spoke regarding safety surveillance cameras in Town and this is something that will help the Police Department. He stated that some municipalities have given out ring cameras to residents for safety and the idea is to make the Town more secure. If the Commission is for it then they can come up with some numbers on the cost.

Consensus was reached to come back with some numbers on the cost for ring cameras.

Acting Town Manager Gomez stated that they can come back with a program modification to address this request.

Mayor Danzinger spoke regarding the new Tennis Center.

Acting Town Manager Gomez stated the amounts being allocated for that project and

the amount still needed to complete the project.

Mayor Danzinger spoke regarding Downtown District.

Acting Town Manager Gomez spoke regarding the amount allocated for that project.

Commissioner Meischeid asked if some of that funding can come from Tourist Fund since it is in the Downtown District.

Acting Town Manager Gomez stated that yes, but you have to see if you have enough funding in that account due to the events and other budgeted items being done through the Tourist Board which includes a public service aide.

Mayor Danzinger spoke regarding the other current projects and programs that Acting Town Manager Gomez will continue to work on.

Acting Town Manager Gomez thanked the Commission and emphasized that there are a lot of capital projects, and they will be bringing some back and will go through each one and bring back to the Commission.
2024 Budget Preparation Calendar.pdf

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 6:12 p.m., seconded by Commissioner Meischeid. The motion carried with a 3-0 vote.

Respectfully submitted,

Accepted this _____ day of _____, 2023.

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Special Town Commission Meeting
MINUTES
April 4, 2023
5:00 PM
Commission Chambers

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:05 p.m.

1.B Roll Call of Members

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

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

Absent: Commissioner Nelly Velasquez

Also Present: Acting Town Manager Hector Gomez and Town Attorney Caroline Saiz.

1.C Pledge of Allegiance

Chief Healy provided the pledge of allegiance.

2. Mayor, Commission and Staff Communication

Acting Town Manager Gomez recused himself from this process and left the dais and chambers since he is one of the applicants for the permanent position of Town Manager. He invited Human Resources Director Slate-McCloud to come up to the dais to continue with this process.

Mayor Danzinger spoke regarding putting forward and creating a process for the Town Manager recruitment and showed the numbers of the candidates and the scoring of those candidates.

2.A Town Manager Recruitment Process

Vice Mayor Rose stated that they are here to discuss how they want to continue with

the process. He spoke regarding the applicants and stated his sheet is public records and he went through all the applicants. He originally had 5 on them before he turned it in. He spoke with some 15 plus year seasoned employees and asked them how many town managers have they had during their tenure and they stated more than 10. He also asked the employees if they ever promoted from within and everyone of them stated no. He thought of that and that is why he placed only 1 name. He stated that Hector Gomez has been doing a great job and every commissioner here put him as their number 1 choice. He stated morale is higher than ever and the Town is moving very smoothly. He has the public works background with all the capital improvement projects in place. He spoke regarding his work ethics and would like to move forward with appointing him as the permanent town manager. He spoke about possibly wasting the other applicant's time in interviewing.

Mayor Danzinger opened the floor to public comments.

The following individuals from the public spoke:
Gerardo Vildostegui stated that he does not believe hiring Mr. Gomez permanently is a good idea. He spoke regarding the firing of the previous Town Manager and Assistant Town Manager. He stated they should have the most open search as possible. He spoke regarding Mr. Gomez firing the previous Assistant Town Manager and Police Chief. He also spoke regarding an Acting Town Manager hiring a permanent police chief. He suggested having new blood in Town.
Eliana Salzhauer stated that the former Town Manager, Assistant Town Manager and Police Chief should be released from speaking about their firing. She stated if Mr. Gomez would have applied he would not have been considered but is being considered because he is a puppet for the commission. She spoke regarding Vice Mayor Rose only putting one name down and he should not have done that.

Vice Mayor Rose stated that Mr. Greene and Mr. Torres both resigned and were not fired.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger addressed the comments made and stated that Mr. Gomez has proved himself and he has seen the work he has been doing. He asked the Town Attorney if there is anything against or unethical if they modify or change the process.

Town Attorney Saiz stated that there is nothing discriminatory or unethical if the Commission chooses to change the process.

Vice Mayor Rose stated that they all put Mr. Gomez as number one. He asked Human Resources Director Slate-McCloud if there has ever been a time that all commissioners put the same candidate as number one. He also asked her if any interim manager's been promoted from within.

Human Resources Director Slate-McCloud stated that in the previous one it has not occurred. She also stated that in her tenure she has had 3 interim town managers and non were offered the position.

Mayor Danzinger provided the chart he created with the candidates ranking and the

commission crossover.

A motion was made by Commissioner Landsman to adjust the process of hiring of a Town Manager with the input of the Commission with eliminating the tie for 5th place and move forward interviewing the top 4 candidates on April 17th. The motion died for lack of a second.

A motion was made by Commissioner Meischeid for purposes of discussion, seconded by Vice Mayor Rose. The motion carried with a 4-0 vote.

Commissioner Meischeid stated she does not understand why they had this meeting because there is a process that has been agreed upon. She spoke regarding the other candidates that were scored. She spoke regarding the candidate she gave a 4 to and she stated they should continue the process. She recommended interviewing the 7 candidates.

Commissioner Landsman stated his understanding of this meeting has changed direction and what he would like to put forward with the human resources background he has, he believes they need a process and interview the candidates. He spoke regarding doing a great disservice to not move forward with the interview process to Mr. Gomez and the other candidates.

Vice Mayor Rose would not want to interview 7 but he is fine with interviewing 5. He again reiterated that everyone put Mr. Gomez as number 1 and feels they want to interview everyone to appease some of the people out there but still believes it is a waste of time for everyone.

Commissioner Landsman stated to say going through the motions is not the right thing to say.

Mayor Danzinger stated they do not have to get derogatory. He stated this is not delaying the process by having this meeting.

Human Resources Director Slate-McCloud stated it is not delaying the process by having this meeting.

Mayor Danzinger stated that the process was not to decide which candidate we like or not like. This was to assign a number and maybe Mr. Gomez has an advantage because we have seen him perform and has proven himself. He stated for some reason everyone put Mr. Gomez as number 1. He stated some might want to shorten the process but it seems that there is a consensus to go through the process and that is fine. The reason for this meeting was to see if the process was to continue because due to Sunshine Law we had to have this meeting to discuss this. He would like to see the process shortened and spoke regarding the crossover among the Commission and maybe limit it down to the top 4 and he would be fine with that.

Commissioner Meischeid stated that if everyone would have filled out the chart correctly then they might have had a different scoring turnout and that is why she feels strongly to interview the 7.

Mayor Danzinger stated that there is nothing in the process that states that you have to choose 5. He stated that if he does not see someone qualified and does not feel comfortable with that applicant then he will not put their name down.

Vice Mayor Rose reiterated his previous comments and is fine with interviewing 7 candidates if that is what the Commission chooses.

A motion was made by Commissioner Landsman to interview the top 4 and eliminate the 5th place tie and move forward with the interview on April 17th, seconded by Mayor Danzinger. The motion stays status quo with a 2-2 tie vote with Commissioner Meischeid and Vice Mayor Rose voting in opposition.

A motion was made by Vice Mayor Rose to appoint Hector Gomez as the Town Manager, seconded by Mayor Danzinger. The motion stays status quo with a 2-2 tie with Commissioner Meischeid and Commissioner Landsman voting in opposition.

A motion was made by Vice Mayor Rose to interview all 7 applicants, seconded by Commissioner Meischeid. The motion stays status quo with a 2-2 tie with Mayor Danzinger and Commissioner Landsman voting in opposition.

Commissioner Landsman spoke regarding the interviewing process of the 7 applicants.

Due to the status quo the Commission will move forward with interviewing all 7 applicants.

3. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Landsman to adjourn the meeting at 5:41 p.m., seconded by Commissioner Meischeid. The motion carried with a 4-0 vote.

Accepted this _____ day of _____, 2023.

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Tourist Board
MINUTES
January 9, 2023
5:30 PM
Town Commission Chambers

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

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

   Present: Chair Eli Tourgeman, Vice Chair Ben Jacobson, Board Member Ezequiel Singer, Board Member Lisa Herman and Board Member Diana Gonzalez (arrived at 5:34 p.m.).

   Chair Tourgeman welcomed everyone and wished everyone a Happy New Year.

   Also Present: Commission Liaison Mayor Shlomo Danzinger, Acting Town Manager Hector Gomez, Town Attorney Roger Pou, and Tourism and Communications Director Frank Trigueros.

2. **Town Commission Liaison Report**
   Commission Liaison Mayor Shlomo Danzinger provided his Commission Liaison Report.

3. **Agenda and Order of Business**
   A motion was made by Vice Chair Jacobson to move item 6E (Updated Destination Guide) to be heard as new item 6A, seconded by Board Member Herman. The motion carried with a 5-0 vote.

   A motion was made by Chair Tourgeman to have public comments heard after new item 6A (Updated Destination Guide), seconded by Board Member Herman. The motion carried with a 5-0 vote.

4. **Approval of Minutes**

   4.A December 5, 2022 Tourist Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Vice Chair Jacobson to approve the December 5, 2022 Tourist Board Meeting Minutes, seconded by Board Member Herman. The motion carried with a 5-0 vote.
12-05-2022 Tourist Board Meeting Minutes.pdf

5. Resort Tax Collection and Vacancies Report

5.A Resort Tax Update - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros provided an overview of the Resort Tax and Vacancies Report for the previous fiscal year which is a record with an excess of $5 million dollars collected. He provided the amount of dollars collected and included numbers dating back to 2019.

Board Members asked regarding short term rentals and tracking those dollars.

Tourism and Communications Director Trigueros responded to the questions from the Board members.

6. Discussion Items

6.A 2023 Historical Walking Tours - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item. He stated that they booked the four dates for 2023. He stated those dates are January 22, 2023, February 26, 2023, March 26, 2023 and April 30, 2023. He stated that they have changed the route and will head through the business and commercial district towards the new turtle sculpture.

6.B Event Recaps: Mike's Birthday and Music on the Beach Salsa Band - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item. He stated that they spent approximately $2,000 on Officer Mike's birthday which was a big success.

Tourism and Communications Director Trigueros provided a video presentation of the recap of the Music on the Beach Salsa Band performance. He invited everyone to attend the upcoming event the Tropical Steel Band event.

6.C Event Series Proposal: Plastic Fisherman - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item.

A motion was made by Vice Chair Jacobson to table the item until they hire the events manager, seconded by Chair Tourgeman.

Vice Chair Jacobson stated that this individual is requesting $40,000.

Board Member Herman stated that @plasticfisherman has nothing to do with the event's position therefore she would like to hear what he has to say.

Vice Chair Jacobson withdrew his motion in order for Mr. Buitori to provide his presentation.

Rodrigo Buitori, Plastic Fisherman, provided a presentation of his global project. He played a video that tells a bit about his story. He explained his project and what they do which is to bring awareness to the dangers of marine plastic pollution through a creative art project and social media movement.

Board Member Gonzalez asked what type of entity they are.

Mr. Buitori stated that they are a non-profit organization.

Mr. Buitori continued with his presentation going through different options for the suggested beach cleanup events as well as the cost breakdown.

Tourism and Communications Director Trigueros stated that their current budget goes until September.

Chair Tourgeman thanked him for the presentation.

Board Member Herman asked if he is proposing that the events be held on 96th Street.

Mr. Buitori stated that they could manage to have them at different parts of Surfside.

Board Member Gonzalez stated that they used to have buckets in the beach and if they pay for these buckets is the Town keeping them.

Mr. Buitori addressed the comments made and stated that the buckets he uses are recycled, cleaned and branded so he cannot leave them behind.

Vice Chair Jacobson stated that from all the proposals they have received this is a very professional and great presentation.

Board Member Gonzalez asked regarding the budget and the sorbets.

Mr. Buitori addressed the question asked by Board Member Gonzalez.

Board Member Herman believes adding these types of events would be great PR for the Town.

Chair Tourgeman stated that this activity is similar to the Earth Day and beach events that Parks and Recreation holds.

Tourism and Communications Director Trigueros stated that this is a chance to do it at a bigger scale and it is a bigger PR opportunity.

Chair Tourgeman stated the presentation was very nice and wondered about the timing as it relates to litter on the beach knowing that the Community Center beach operation will soon begin and those vendors have strict rules and incentives to ensure the areas remain clean and litter free, so he doe snot want to duplicate efforts.

Mr. Buitori addressed the comment made by Chair Tourgeman.

Acting Town Manager Gomez stated that the Town does participate in the County's annual Baynanza event which is a beach cleanup and stated the different similar events they have had in the past.

Further discussion took place among the Board, staff and Mr. Buitori regarding the activities, events and possibly leveraging existing events like Baynanza or Earth Day.

Vice Chair Jacobson stated that it should be clean all the time and code enforcement should be enforcing this properly. He recommends one event to see how it goes and what kind of attention is received.

Board Member Singer is agrees with one event.

Board Member Gonzalez stated that she would like to do at least two events.

Tourism and Communications Director Trigueros stated that last year he participated in the Town's Earth Day event and he felt it needed more attendees and activities to increase visibility and make it more successful. He added that partnering with @plasticfisherman for that event would be a win for all.

A motion was made by Vice Chair Jacobson to approve the two events on April 22, 2023 and September 16, 2023, seconded by Board Member Herman. The motion carried with a 5-0 vote.
Let's go Plastic Fishing, Surfside! (2023 Event Program).pdf

6.D Updated Destination Guide - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item and provided a PowerPoint presentation with new additions which included a new cover, updated business listings, the Town's Tequesta history, the Ke Turtle sculpture and more.

Chair Tourgeman asked if they could also add "Surfside" towards the bottom portion of the cover.

6.E Special Events Manager - Vice Chair Ben Jacobson

Vice Chair Jacobson introduced the item and spoke regarding funding for the position which would come from the Resort Tax collection. This would be a full time Special Events Manager whose job would be strictly to produce and work the events.

A motion was made by Vice Chair Jacobson to direct the Acting Town Manager to

bring back a job description for the hiring of a special events manager to be presented at the next meeting and for the information to be shared with the Board and the Board Members to give ideas to Tourism and Communications Director Trigueros, seconded by Board Member Herman. The motion carried with a 5-0 vote.

Board Member Gonzalez wants more information and spoke against the idea of adding a full time position with benefits. She asked if they really need to hire someone for that and gave examples.

Vice Chair Jacobson stated that the idea is not to replace the event producers that work on the larger flagship events, but to add a new position that can bring in more new programming and smaller events at a better rate because there are no third parties and they would negotiate directly with the logistics vendors.

Chair Tourgeman disagrees with Board Member Gonzalez. He stated that this coordinator will contact the vendors and in those events like the pop-up events, the Town will be in charge of the events unlike Third Thursdays, for example, and additional contractors will not be needed.

Vice Chair Jacobson continued explaining the position and the type of events that would be taking place in Town and what that individual would be doing.

Board Member Herman would like to hear what Tourism and Communications Director Trigueros has to say.

Tourism and Communications Director Trigueros stated he is getting a better understanding of what the Board is requesting and if in fact this position will not affect the larger events with Ms. Liss and Mr. Andai, he believes it will be a good addition. He explained that the important thing is that as they understand that Board members may change with election cycles and that could ultimately affect that position.

Chair Tourgeman stated that would not change and provided examples.

Board Member Gonzalez would like to support the idea if they do not have to hire someone as a Town employee if you have to give them insurance and benefits.

Chair Tourgeman left the dais at 5:57 p.m.

Vice Chair Jacobson stated that if you hire a contract individual, they will not be giving 100% and explained the importance of this position. He explained the reasoning for his request.

Board Member Singer stated it is up to the Town to determine if they prefer a contract individual or hire that person as a Town employee and they have the budget.

Chair Tourgeman returned to the dais at 6:00 p.m.

Acting Town Manager Gomez addressed the comments made and provided his

opinion. He stated that they do have a good resource and they need to create a structure and having an events coordinator will support the department. He stated for right now it is being considered as a full time position, and it will help introduce a number of smaller events. He stated that administratively they are allowing the Town to use the funding and to have someone hired within 30 days will be a bit hard to do. He stated that they can start the search right away. He asked if they are trying to redraft a new job description or use what they previously have.

Tourism and Communications Director Trigueros stated that they do have a handful of job descriptions from other municipalities which can be used as a reference.

Acting Town Manager Gomez suggested to come back with a job description to the Board and then go to Human Resources to classify it.

Chair Tourgeman asked to send that job description to the Board and then continue to explore to see if there is anyone out there. He stated that you have to obtain a job description first and then advertise for that position.

Further discussion took place among the Board and staff regarding the specifics, obtaining the job description and bringing it back to the Board.

Acting Town Manager Gomez stated that they do not have a job description and they must take it through the Human Resources channels including if they are a bargaining or non-bargaining unit employee and the salary ranges.

Chair Tourgeman suggested for the job description to be put together and send it to the Board members so they can start with the review.

Acting Town Manager Gomez stated it is mandatory to advertise the position like they do with all the job openings.

Vice Chair Jacobson stated that they have to bring the Town with events that will make the Town inviting.

7. Board Member Comments

Vice Chair Jacobson spoke regarding Saturday's event and there was a lack of hydration and would like to have two hydration stations at the next event. He also stated that there a lot of kids running and to put some form of barrier to put one entrance on each side of the street and someone to stand there to make sure that the children do not run around. He also would like to work on polo shirts for the members.

8. Public Comments

Chair Tourgeman opened public comment.

The following individual from the public spoke:
Richard Gabi spoke regarding having the Tourist Board to purchase t-shirts for the Town to give away to guests that can go home with.

Chair Tourgeman closed public comment.

Chair Tourgeman addressed the comment made and he stated that many years ago they had t-shirts for sale at different events. They discontinued it because many individuals that did not want to purchase them. He stated that they can look at purchasing them again and perhaps doing it again.

Board Member Gonzalez stated that some of the events that Parks and Recreation hold they do give away some t-shirts.

Board Member Herman asked if they have to talk to CVS to see if they could sell them there.

Chair Tourgeman stated that they used to have tables with the shirts and towels for sale at different events. He asked Tourism and Communications Director Trigueros if he has his message printed out.

Tourism and Communications Director Trigueros stated that he will look into different products.

Vice Chair Jacobson stated that they have $5,000 to be able to get shirts and possibly getting them in Town Hall that they can come and purchase them.

Tourism and Communications Director Trigueros addressed the comments made by the Board.

9. Next Meeting

9.A Next Meeting: February 6, 2023 at 5:30 p.m. - Deputy Town Clerk Evelyn Herbello

Consensus was reached by the Board to hold the next meeting on February 6, 2023 at 5:30 p.m.

9.B Tourist Board Meeting Dates for 2023 - Deputy Town Clerk Evelyn Herbello

Approve the meeting dates for the Tourist Board for 2023.

Deputy Town Clerk Herbello introduced the item and advised the Board of the upcoming meeting dates for the year of 2023.

A motion was made by Vice Chair Jacobson to accept the proposed 2023 meeting dates, seconded by Board Member Herman. The motion carried with a 5-0 vote.
2023 Tourist Board Meeting Dates.docx

10. Adjournment

There being no further business to conduct before the Board, a motion was made by Vice Chair Jacobson to adjourn the meeting without objection at 6:57 p.m., seconded by Board Member Herman. The motion carried with a 5-0 vote.

Respectfully submitted:

Accepted this 6th day of February, 2023.

for Eli Tourgeman, Chair

Attest:

Evelyn Herbello, CMC
Deputy Town Clerk

Town of Surfside
Charter Review Board
MINUTES
January 18, 2023
5:30 PM
Commission Chambers

1. **Call to Order**
   Town Clerk McCready called the meeting to order at 5:30 p.m.

2. **Roll Call of Members**
   Town Clerk McCready called the roll with the following members present:

   Present: Board Member Ben Jacobson, Board Member Ruben Bravo, Board Member Laurie Swedroe and Board Member Ezequiel Singer.

   Absent: Board Member Peter Zuckerman.

   Also Present: Commission Liaison Commissioner Marianne Meischeid, Acting Town Manager Hector Gomez, Town Attorney Lillian Arango and Town Attorney Roger Pou.

   2.A Selection of Board Chair - Town Clerk Sandra N. McCready, MMC

   Town Attorney Arango advised the Board Members that the first order of business is to choose a Chair and Vice Chair for the Board.

   A motion was made by Board Member Bravo to nominate himself as the Chair of this Board. The motion died for lack of a second.

   A motion was made by Board Member Jacobson to nominate himself as the Chair of this Board, seconded by Board Member Singer. The motion carried with a 4-0 vote.

   2.B Selection of Board Vice Chair - Town Clerk Sandra N. McCready, MMC.

   A motion was made by Board Member Bravo to nominate himself as Vice-Chair of this Board. The motion died for lack of a second.

   A motion was made by Board Member Swedroe to nominate herself as Vice Chair of this Board, seconded by Board Member Bravo. The motion carried with a 4-0 vote.

3. **Approval of Minutes**

There are no minutes to approve.

4. Discussion Items

Town Attorney Arango introduced Town Attorney Pou who provided a summary and overview of item 4A (Sunshine Law and Public Records Law Overview) and item 4B (Town Charter Overview).

4.A Sunshine Law and Public Records Law Overview - Lillian Arango and Roger Pou, Town Attorneys

This will be presented at the meeting.

Town Attorney Pou provided an overview and orientation of the Sunshine Law and Public Records Law along with ethics law.

Chair Jacobson asked if they are able to speak to other members of the Commission.

Town Attorney Pou stated they can as long as they are not part of this Board.

Town Attorney Pou continued his orientation.

Town Attorney Arango provided examples of possible conversations and violations.

Commissioner Meischeid asked if the Board members could send the Town Clerk information to distribute.

Town Attorney Arango stated as long as it is for informational purposes that is fine.

Town Attorney Pou continued with examples and what conversations can and cannot take place among the board members.

Chair Jacobson asked if the Board Members will be provided Town email addresses.

Town Attorney Arango stated that they will not be provided Town email addresses and anything that is communicated through their private emails is official Town business and those emails are the only thing that becomes public record.

Town Attorney Pou suggested for the Board Members to create another email address for the purposes of this Board's business to keep it separate. He stated if there is any doubt of what they will send, to think before sending the email because it could end up in the front pages of the Miami Herald.

Town Attorney Pou spoke regarding the gift law and reporting of those gifts and explained what constitutes a gift.

Board Member Singer asked what the legal threshold is for gifts and examples.

Town Attorney Arango stated it is $100 and it would be best to not accept any gifts.

Town Attorney Pou clarified the gifts would be in connection with Town business.

Town Attorney Pou stated that per Florida law you cannot abstain from voting unless there is a conflict of interest if they have an economic interest or could cause harm on an item.

Town Attorney Arango stated if they have any questions regarding a conflict of interest, sunshine law, ethics, etc. they can contact the Town Attorney.

Chair Jacobson asked regarding having public comment if it has to be at the beginning or at the end of the meeting.

Town Attorney Arango stated they can hold public comment either at the beginning or at the end.

4.B Town Charter Overview - Lillian Arango and Roger Pou, Town Attorneys

See Exhibit "A"

Town Attorney Arango provided an overview of the Town Charter, what the Town Charter is and why this Board is here. She stated that the Charter requires that every 10 years it is required to have a Charter Review Board to go over the Town Charter. She stated at the end they will draft a report with recommendations of changes to the Charter to the Commission for their review. She explained the difference between the Town Code and the Town Charter. She stated that changes go before the voters as a referendum. She distributed the timeline of dates and explained what sections will be discussed at each meeting.
Town of Surfside Charter.pdf

5. Future Meetings

5.A Discussion on timeline and meeting dates - Lillian Arango and Roger Pou, Town Attorneys

Timeline will be provided at the meeting

Town Attorney Arango provided the meeting schedule as stated below. She stated after the May 17 date their recommendations go to the Commission and explained the process once it goes to the Commission and have it placed on the County election ballot in November.

A. January 18 – Introduction and Initial Orientations
B. February 8 – Review of Preamble, Surfside Citizen's Bill of Rights, Article I (Incorporation; Form of Government; Powers)
C. February 22 – Article II (Town Commission) Article III (Town Manager)
D. March 8 – Article IV (Annual Budget and Tax Levy)
E. March 22 – Article V (Borrowing for Municipal Projects) and Article Va (Refunding Bonds)
F. April 5 – Article VI (Nominations and Elections), Article VII (Recall), and Article

VIII (Initiative and Referendum)
G. April 19 – Article IX (Miscellaneous Provisions) and Article X (Improvements and Special Assessments Generally)
H. May 3 – Review and Finalization of Proposed Charter Amendments and Charter Revision Commission Report
I. May 17 (optional/if necessary) – Finalization of Proposed Charter Amendments and Charter Revision Commission Report

Town Attorney Pou stated that it will go along with the County general election. He stated why they are proposing the schedule above is because they want the Board to be able to review the sections and refrain from going back to prior charter articles. He stated that they always have to move forward.

Board Member Bravo asked if the meetings will be in the same setup as tonight.

Town Attorney Arango stated yes.

Chair Jacobson stated that March 9 and April 5 he will not be in attendance.

Board Member Bravo asked if they have to provide their opinion now on the dates or can they come back.

Town Attorney Arango stated that they can come at the February meeting and discuss the dates and keep in mind that they carefully kept in mind the other board and committee meetings that take place in Town.

Town Clerk McCready stated that as long as they have a quorum they can have the meeting.

Board Member Singer stated that April 5 is a holiday and he will not be in attendance.

Town Clerk McCready will look at an alternate date for April 5.

Further discussion took place among the Board members and staff as it relates to the meeting dates and possible replacement dates and report to the Town Clerk with any conflict on any of the dates.

6. Public Comments

The following individuals from the public spoke:
George Kousoulas brought to their attention where there are provisions in the Charter that relate to the Comprehensive Plan and the State requires you to update the plan. He is suggesting to confirm that information.
Eliana Salzhauer stated that this meeting should be broadcast because this is the most important board.

7. Adjournment

There being no further business to discuss before the Board, a motion was made by Vice Chair Swedroe to adjourn the meeting at 6:09 p.m., seconded by Board Member Bravo. The motion carried with a 4-0 vote.

Accepted this 8th day of February, 2023.

Ben Jacobson, Chair

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Parks and Recreation Committee
MINUTES
January 23, 2023
7:00 PM
Community Center Fish Bowl

1. **Call to Order/Roll Call**
The meeting was called to order by Chair Logan at 7:00 p.m.

2. **Agenda and Order of Business**
The following members were present: Chair Retta Logan, Vice Chair Frank MacBride, Jr., Committee Member Marta Olchyk and Committee Member Becky Manuel.

Absent: Committee Member Christopher Cook

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

3. **Approval of Minutes**

3.A December 19, 2022 Parks and Recreation Committee Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Vice Chair MacBride to approve the December 19, 2022 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Manuel. The motion carried with a 4-0 vote.
12-19-2022 Parks and Recreation Committee Meeting Minutes.pdf

4. **Discussion Items**
Parks and Recreation Director Milian stated there is a change on the Agenda. He stated it was to be Family Fun Day instead of Winter Wonder Land.

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

Parks and Recreation Director Milian provided an update on the project. He stated that their official Notice to Proceed was on November 17, 2022, and our Farewell Event was on January 15, 2023. He stated the Notice to Proceed was activated and work is already being done at the park. He stated that construction is on the clock to get it started and the project manager has the keys and are officially starting.

Vice Chair MacBride asked why they are blocking a section of 96th Street.

Parks and Recreation Director Milian stated the reason why the section is being blocked and the reason why the trucks are traveling in that direction.

Committee Member Manuel also asked regarding how the trucks are leaving.

Chair Logan explained the reason why the trucks are traveling in a specific direction.

Committee Member Manuel asked for proper signage to be placed because she saw a family climbing the fence to get into the park.

Parks and Recreation Director Milian stated he would bring that up to the Police Department. He also stated that they are looking at completing the project in about 12 months.

Committee Member Manuel asked if they could get more information on the project.

Parks and Recreation Director Milian stated that as the construction schedule is being developed it will be on the website.

4.B Winter Wonder Land Recap, Winter Camp Recap - Parks and Recreation Director Tim Milian - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided a recap on Family Fun Day. He also provided a summary of Family Fun Day and it was a success with a record turnout with 915 people attending. He spoke regarding the vendor they used for the ride and they were great. He stated that the previous vendor ran into problems with staffing.

Committee Member Manuel stated that the other event also had a great turn out.

Parks and Recreation Director Milian stated that was a Tourist Board event but they do get some hotel guests to their events as well.

Parks and Recreation Director Milian provided a recap of the Winter Camp and spoke regarding the vendor they used and they are fantastic and they split the sessions into two days. He stated that today they had 28 children for Kid's Day Off and they were busy.

4.C YMCA Update - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update on the item. He stated that their agreement is in legal now and he spoke with their executive director and they will be here for Spring break. He spoke regarding the process and it was a long one. He stated that they were running into the same problem with finding the proper staff.

4.D Winter and Spring Program Updates - Parks and Recreation Director Tim Milian

Parks and Recreation Director Milian provided an update on the item. He stated that

they are up and running and with the closing of the park and the final event of Family Fun Day they entered into an agreement with Miami Beach for the soccer program. He spoke regarding the process and is happy they will be able to use Normandy because they have lights. He spoke regarding the different other sports and stated it will be similar to a physical education class where it is more of a fringe sport playing different sports.

Committee Member Manuel asked when flag football starts and the age group.

Parks and Recreation Director Milian addressed Committee Member Manuel's question and other sports including volleyball will be added as a beach program. He spoke regarding looking for a new ballet instructor.

Parks and Recreation Director Milian stated that they brought back the Senior Fun Brunch Day and they have had 2 now and had a great turnout and spoke regarding the speaker that came.

Committee Member Olchyk stated it was a great event.

Chair Logan asked if they do any techy classes.

Parks and Recreation Director Milian stated that the electronic classes will be taught in March.

Committee Member Olchyk asked how much they spent for the food.

Parks and Recreation Director Milian stated it was between $400 and $600.

5. **Public Comments**

Committee Member Olchyk spoke regarding having better communication among employees to address resident's questions when the phone system is down at the Parks and Recreation Department.

Parks and Recreation Director Milian addressed the comment made by Committee Member Olchyk and explained what took place and advised that they will make sure that in the future all resident's calls and questions are addressed properly. He explained the power surges they receive at the Community Center.

Chair Logan stated she received an email blast but they should also give a solution.

Committee Member Olchyk asked regarding the construction that will be taking place next door and what precautions are they taking to protect not only her building but the Community Center.

Parks and Recreation Director Milian stated that they are building a wall with a screen and they are being monitored daily.

Vice Chair MacBride asked regarding placing things on the website.

Parks and Recreation Director Milian addressed the comment made by Vice Chair MacBride.

Vice Chair MacBride spoke about the illegal parking by the park that is constantly happening.

Parks and Recreation Director Milian stated that he has spoke with the Police Department and they are working on that.

6. Next Meeting Date

6.A Next Meeting Date: February 27, 2023 at 7:00 p.m. - Tim Milian, Parks and Recreation Director

Consensus was reached to hold the next meeting on February 27, 2023 at 5:30 p.m.

6.B Parks and Recreation Committee Meeting Dates for 2023 - Deputy Town Clerk Evelyn Herbello

Approve the Parks and Recreation Committee Meeting dates for 2023.

Deputy Town Clerk Herbello introduced the item and requested a motion to approve the 2023 Parks and Recreation Committee Meeting dates and changing the meeting times from 7:00 p.m. to 5:30 p.m.

Discussion among the Committee Members took place regarding the 5:30 p.m. new time for the meeting and all members were in agreement with the new time being 5:30 p.m.

A motion was made by Committee Member Olchyk to approve the 2023 Parks and Recreation Committee Meeting dates and approving changing the meeting start time from 7:00 p.m. to 5:30 p.m., seconded by Vice Chair MacBride. The motion carried with a 4-0 vote.
2023 Parks and Recreation Committee Meeting Dates.docx

7. Adjournment

There being no further business to discuss before this Committee, a motion was made by Committee Member Olchyk to adjourn the meeting without objection at 7:30 p.m., seconded by Committee Member Manuel. The motion carried with a 4-0 vote.

Respectfully submitted:

Accepted this 27 day of February, 2023.

Retta Logan, Chair

Attest:

Evelyn Herbello, CMC
Deputy Town Clerk

Town of Surfside
Planning and Zoning Board Meeting
MINUTES
January 26, 2023
6:00 PM
Town Commission Chambers

1. **Call to Order/Roll Call**
Chair Baumel called the meeting to order at 6:03 p.m.

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

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Ruben Bravo, Alternate Board Member Grace Rais and Alternate Board Member Michael Szafranski.

Absent: Board Member Lindsey Lecour and Board Member Jonathan Edderai.

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

2. **Town Commission Liaison Report**
Commission Liaison Commissioner Landsman provided the Commission Liaison Report.

3. **Approval of Minutes**

3.A December 15, 2022 Planning and Zoning Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Vice Chair Forbes to approve the December 15, 2022 Planning and Zoning Board Meeting Minutes, seconded by Board Member Bravo. The motion carried with a 5-0 vote.
12-15-2022 Planning and Zoning Board Meeting Minutes.pdf

4. **Ordinances**

4.A Planning and Zoning Ordinance Change - Single Curb Cut width expansion on lots less than 100 feet in width - Town Attorney Tony Recio

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.

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

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed public comments.

Town Attorney Recio provided a summary of the item and provided the two modifications that were made to the Ordinance The first one was for homes with lots of 100 feet or greater the curb cut is increased to 24 feet and to add a footnote due to a concern raised for stormwater drainage and it advises the owners how to handle that issue.

A motion was made by Board Member Szafranski to recommend approval to the Town Commission to approve the ordinance as written on second reading, seconded by Vice Chair Forbes. The motion carried with a 5-0 vote.
Exhibit A.DOCX
Ordinance-Curb Cuts-2nd Reading.DOCX

5. Applications

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

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

Deputy Town Clerk Herbello confirmed proper notice requirements were met.

Town Attorney Recio polled the Board Members.

No Board Members had any communication with any of the applicants.

Deputy Town Clerk Herbello swore in all the applicants.

5.A 8834 Abbott Avenue - Driveway Gates - Town Planner Judith Frankel

As proposed, the two gates comply with the Zoning Code. It is recommended the application be approved if the gates are granted design approval by the Planning and Zoning Board.

Town Planner Frankel introduced the item and provided staff recommendations.

Daniella Traveri, applicant spoke regarding her application and stated it meets code.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed public comments.

Alternate Board Member Rais stated under the discussion items they will discuss later is fences and gates and since this is being proposed before they decide on the discussion item could they hold off on approving.

Ms. Traveri stated that there are similar ones in the neighborhood.

Alternate Board Member Rais stated that the intention is to determine if they want to establish more guidelines.

Ms. Traveri stated that it is up to code currently.

Town Planner Frankel stated that they will have a communication later tonight ahead of the joint meeting on if they are wanting to allow fences and gates to not have to go before this Board. She stated that at this time the issues are if you will approve this application at this time.

Chair Baumel asked if what is being presented has the requirements of height and opacity.

Town Attorney Recio stated the code charges the Board on approving the design. The discussion they will have later tonight is if the Board should have jurisdiction over fences and gates or just rules. He stated that the Town Planner has reviewed it for the height and transparency requirements and what is in front of them is the design.

Board Member Bravo stated that gates are allowed in Town and the design is what they are to be approve.

Discussion took place among the Board and Town Attorney Recio as to what they are to approve which is the design and explained what they are to be doing tonight which is making sure the applicant meets the design guidelines.

Chair Baumel stated it meets what it is being asked to meet and to determine if this application meets aesthetically what is required.

Ms. Traveri explained why they resubmitted this application.

Vice Chair Forbes stated this gate fits the criteria as submitted and has no problem with it.

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

8834 Abbott Avenue Front Yard Images.pdf

8834 Abbott Avenue Agenda Packet.pdf

5.B 9388 Abbott Avenue - Second Floor Addition - Town Planner Judith Frankel

Staff finds the application mainly meets the Zoning Code however elements of the new addition are inconsistent with the existing home. The Design Review Guidelines state: "All roof slopes on a single building should have the same angle unless different slopes are inherent in the design's style." The Planning and Zoning Board should determine whether the inconsistencies in the roof design are appropriate.

Additionally, the window size, window appearance and stucco banding detail appear different on the provided plans they do in-person. These discrepancies should be addressed prior to approval.

Town Planner Frankel introduced the item and provided staff recommendations and stated the applicant submitted an additional sheet to comply with questions she had and the applicant addressed those questions.

Rachel Slelatt, applicant provided an overview of her application and project.

Building Official McGuinness provided his recommendations.

Town Planner Frankel went through a presentation explaining the changes on the plans.

Vice Chair Forbes asked if the additional sheet provided alleviates the concerns of the Town Planner.

Town Planner Frankel explained the changes and the design guidelines consistencies and pointed that out in her report.

Ms. Slelatt stated she forwarded the Town Planner's comments to the contractor and mentioned the comments the contractor made as it pertains to comments from the Town Planner. She stated she is willing to do another soil test as well.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed public comments.

Alternate Board Member Rais provided her comments on this submission as it pertains to the different sheets of the site plan.

Alternate Board Member Szafranski stated it looks great and understands what the applicant wants to do.

Board Member Bravo stated that he cannot say the projection is because of the roof and stated that you always need to provide a solution as well. He stated that he appreciates that the applicant is using the existing structure.

Chair Baumel thanked the applicant for her solution and working with an existing

structure is a tremendous challenge and they are appreciative that she is not tearing down her house.

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

9388 Abbott Avenue Table

9388 Abbott Avenue Agenda Packet.pdf

5.C 9417 Carlyle Avenue - Addition - Judith Frankel, Town Planner

Staff finds the application meets the Zoning Code and recommends approval.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided his staff recommendations.

Daniel Garcia, architect for the project provided an overview of the application.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed public comments.

Alternate Board Member Rais provided her comments on the project as it pertains to the plans provided.

Chair Baumel stated it is a small addition and they are not here to criticize if they are architecturally spot on, and they presented a good assessment of what they want to do.

Board Member Bravo appreciates the addition and it abides by their current code and spoke regarding it being at the same elevation. He spoke regarding having a match on both the top and the bottom.

Mr. Garcia addressed the comments made regarding the alignment of the window.

Board Member Bravo appreciates that they are keeping the esthetics.

Vice Chair Forbes stated it looks great compared to what is there now. This is a nice improvement and a very small renovation.

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

9417 Carlyle Avenue - Attachment A - Image and Tables

9417 Carlyle Avenue Agenda Packet.pdf

5.D 9448 Abbott Avenue - Garage Conversion and Wall Openings Alteration - Judith Frankel, Town Planner

Staff finds the application meets the Code requirements subject to the following:

Condition of Approval:

- At the time of permitting, it shall be verified that the Finished Floor Area for the converted garage space is level with the remainder of the home.
- Applicant should provide calculations of the wall openings on the South Elevation of the proposed plans to confirm the 10% minimum is met.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided his staff recommendations.

Applicant explained what his application entails.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed public comments.

Board Member Bravo asked if this application is only to enclose the garage.

Town Planner Frankel stated that this application is only for the enclosure of the garage.

Alternate Board Member Rais stated her comments regarding the window header and wants to make sure the elevation stays the same.

Board Member Bravo stated that he would have liked to see the entire set of drawings.

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

9448 Abbott Avenue Images and Tables.pdf

9448 Abbott Avenue Agenda Packet.pdf

9448 Abbott Avenue Survey

6. Next Meeting Date

6.A Next Meeting: February 23, 2022 at 6:00 p.m. - Deputy Town Clerk Evelyn Herbello

Consensus was reached to hold the next meeting on February 23, 2023 at 6:00 p.m.

Vice Chair Forbes and Board Member Bravo will not be at the February 23, 2023 meeting.

6.B Planning and Zoning Board Meeting Dates for 2023 - Deputy Town Clerk Evelyn Herbello

Approve the Planning and Zoning Board Meeting dates for 2023.

Deputy Town Clerk Herbello advised the Board that the item is for their approval of the upcoming 2023 meeting dates.

A motion was made by Vice Chair Forbes to approve the 2023 Planning and Zoning Board meeting dates, seconded by Alternate Board Member Szafranski. The motion carried with a 5-0 vote.
2023 Planning and Zoning Board Meeting Dates.docx

7. Discussion Items

Town Planner Frankel explained the process for these discussion items and advised the Board regarding the joint meeting taking place on January 31, 2023.

7.A Comprehensive Plan Update and Evaluation and Appraisal Report (EAR) - Town Planner Judith Frankel

Over the next 9 months, Town Staff will be preparing the EAR and Comprehensive Plan Update. The State of Florida requires this evaluation at least every seven years and Surfside's is due next in January 2024. The Planning and Zoning Board (PZB) sits as the Local Planning Agency (LPA) for Surfside. The LPA is responsible for reviewing Comprehensive Plan amendments and making recommendations to the Town Commission. Town Staff will be bringing the reports and plan elements to the PZB for review. The PZB should familiarize themselves with the current Comprehensive Plan and bring forward suggested amendments.

Town Planner Frankel introduced the item and provided a summary and overview and explained the process and stated that they will come back to them with the changes they propose and have them review them.

Board Member Bravo asked if this is being done internally and not hiring consultants.

Town Planner Frankel stated that Walter Keller will be in charge of this and he is the Town's consultant Town Planner. She stated that she included the comprehensive plan.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas stated that this item is very important.

Chair Baumel closed the floor to public comments.

Town Attorney Recio stated that it will be presented to them and they can make recommendations. He explained what the comprehensive plan is and for zoning this is their constitution. He explained the zoning code is the statute and everything in the zoning code has to be in accordance with the comprehensive plan and gave an example.

Chair Baumel asked if that goes to the County.

Town Attorney Recio stated it goes to the Commission first and then it goes to the State, County and other jurisdiction agencies. He stated that then the Commission will review it for second reading with any comments made by those agencies. He stated that this is a very involved process that takes time. He stated that if they are planning on making changes to the Town this is what you have to look at.

Board Member Bravo stated the Commission can say yes or no and when is there public input.

Town Attorney Recio explained the process as it pertains to the amendments made to that process.

Chair Baumel asked if it pertains to the commercial district and gave an example.

Town Attorney Recio addressed the comments made by Chair Baumel.

Further discussion took place regarding the process and how any of the other agencies can challenge the ordinance and explained what has to be done.

Town Planner Frankel provided the deadline dates that have to be followed.
Appendix A: Town of Surfside Comprehensive Plan

7.B Use of Temporary Construction Fences for Front Yard Work - Town Planner Judith Frankel

The Zoning Code presently requires temporary construction fencing. Staff recommends that the Planning and Zoning Board discuss and direct enforcement of this requirement.

Town Planner Frankel introduced the item and provided a summary and overview.

Chair Baumel asked if this a mandatory requirement and she sees construction where they do not put fences and believes the portion facing the street should have proper fencing.

Town Planner Frankel explained the current requirement.

Chair Baumel stated that it is not being adhered to and believes this is an important thing that needs to be done.

Town Planner Frankel stated that she will speak to Code Enforcement to advise them to enforce that.

Chair Baumel stated that she believes Code Enforcement does not know the laws or are not properly trained.

Town Planner Frankel stated that the code is not a simple document.

Board Member Bravo provided another code compliance issue with a construction site and this is complicated without the proper training.

Discussion took place among staff and the Board regarding proper code enforcement and proper training for those officers to make sure they enforce this issue that is going on.

Alternate Board Member Rais stated that if one calls to complain they need to take your name and address down. She stated that the neighbors complaining isn't an incentive enough to have these officers go out to follow up.

Board Member Bravo stated that he has received calls that they do not want to call code enforcement because they don't want to have an issue with their neighbors.

Chair Baumel stated that they should go and talk to their neighbor. She would like to see better training in that department.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
Allison Fleck stated it is a positive criteria vs the negative criteria and what she heard tonight is a lot of their personal opinion which is not what they are supposed to be doing as board members.

Chair Baumel closed the floor to public comments.

7.C Requirements for Planning and Zoning Board Applications - Judith Frankel, Town Planner

Staff recommends adding the following materials to the requirements for Planning and Zoning Board applications:

1. Signed and sealed survey showing current property conditions.
2. Site Plan (existing and proposed)
3. Architectural Elevations (existing and proposed)
4. Materials Sheet
5. Neighboring homes and conditions
6. Landscape Plans and species table

Town Planner Frankel introduced the item and provided a summary and overview. She stated that it would be good to correct what discrepancies are in municode. She further went through the list of changes that need to be made.

Alternate Board Member Rais asked if they can require a 3D rendering.

Chair Baumel stated that what she would like to see is for the this list to become more specific. She stated that she questions having a landscape architect because at times it is an encompassing plan.

Board Member Bravo asked if they are requesting hiring a specialized landscape architect.

Town Planner Frankel stated that a landscape architect has a better understanding of what can grow and last longer in Florida. She would not recommend that for an addition but she would for larger projects.

Vice Chair Forbes agrees.

Town Attorney Recio stated to make Tuesday's meeting easier he suggested coming up with a consensus of what they would like and have a spokesperson to relay that to the Commission.

Board Member Bravo stated that the issue is that municode is silent but it is in the written code and asked the difference.

Town Attorney Recio stated that currently it does not require a landscape plan or rendering.

Chair Baumel would like for the Board to simply give some ideas of what they want and what they do not want.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Alternate Board Member Rais likes the list as is and would like to add renderings for new homes.

Alternate Board Member Szafranski likes the list as is but would also like to see rendering for new homes.

Board Member Bravo likes the list as is and would like to be more specific for the outside of the home and they do not need to see the interior design and only provide the sheet for what they need to see for new constructions. He believes they could add photographs of the neighboring homes to number 5 for everyone.

Alternate Board Member Szafranski does not understand how this would be relevant if they are building a larger home next to a smaller home it should still be approved.

Town Attorney Recio explained what the design guidelines state and some might be more appropriate in some areas than others.

Alternate Board Member Szafranski stated that you are creating an undue burden on an applicant that has to build their house to conform with the neighbors and that makes life very difficult for those building the home.

Town Attorney Recio stated that there is a provision in the code regarding when the houses are too similar to the one next to it and stated that is what Board Member Bravo was referring to and provided the list.

Town Planner Frankel explained that it is to not have identical homes.

Chair Baumel agrees with subjectivity on a Board.

Town Attorney Recio stated that they have criterias they have to apply and they are applying their experience, professional know how and does it match those criterias or not.

Vice Chair Forbes agrees with the rendering and landscape plans but you have to also keep in mind that maybe they cannot afford to hire a landscape architect and do a full rendering.

Chair Baumel believes you do not need this entire list and what she would add is what the thought process would be when demolishing the house and as it pertains to your neighbors. She believes the list is great and would like it written for renovations and additions.

Town Attorney Recio confirmed there was consensus by this Board to present to the Commission.

7.D Applicability of Planning and Zoning Board Review - Town Planner Judith Frankel

Staff recommends that the Planning and Zoning Board consider an ordinance to amend the Zoning Code 90-19.7 to allow additional minor alterations to be reviewed by Town Staff only and not the Planning and Zoning Board.

The following permits are suggested to be added to Zoning Code 90-19.7 list of exempt permits:

1. Rear-yard wall opening not visible from the public right-of-way
2. Material change outs (i.e. replacement of A/C equipment at the same location)
3. Window Signs in the SD-B40 Zoning District
4. Rear yard pools
5. Rooftop mechanical and accompanying screens
6. Roof decks on existing homes
7. Carports

Town Planner Frankel introduced the item and provided a summary and overview and provided the list of items that shouldn't have to come before the board.

Discussion took place among the Board and staff regarding the roof top mechanicals and clarification was provided as well as agreement to delete roof deck from the list.

Consensus was reached to approve the list and deleting roof deck.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Town Attorney Recio explained the covering of the mechanical equipment with a screen and those that have it in place and approved prior to this rule taking affect.

Chair Baumel would like for all of them to have the screen.

Building Official McGuinness provided his input as it pertains to the screening of those mechanical equipment.

Town Attorney Recio explained what the code currently states as it relates to existing equipment.

Building Official McGuinness stated he would not recommend change outs.

Alternate Board Member Rais stated that she would not agree to make those that have to replace the units to have to screen them because it is a cost.

Town Planner Frankel stated that one item that will be on the joint meeting agenda will be the staircase going to the roof for the mechanical equipment.

7.E Accessory Structures in the H30A Zoning District - Judith Frankel, Town Planner

Staff recommends that the Planning and Zoning Board consider the appropriate setback and size for accessory structures the H30A zoning district.

Town Planner Frankel introduced the item and provided a summary and overview.

Alternate Board Member Rais left the dais at 8:00 p.m.

Town Planner Frankel showed the pictures of older homes with lower seawalls and explained that if they are allowing this they will allow them for all level homes.

Alternate Board Member Rais returned to the dais at 8:02 p.m.

Chair Baumel stated she knows that property and that seawall was in disrepair and has a problem with it and believes that the seawalls and caps should all be at the same height in the neighborhood and you would not have that problem.

Town Planner Frankel stated that she is working with the Town Manager in raising the heights of the seawalls to 6.5 NAVD.

Acting Town Manager Gomez explained what heights they are looking at and what Nova Consulting brought to them with their research. He stated that they are proposing a 6.5 NAVD. He stated they are currently at 5.14 NAVD which is the minimum requirement.

Further discussion took place among the Board and Acting Town Manager Gomez regarding the seawall requirements and the issues being experienced.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Vice Chair Forbes spoke regarding the speaker's comments regarding the accessory structure. He also stated it is very important what they approve as it relates to the seawall requirements. He stated that what is good for one has to be good for everyone.

Chair Baumel stated that some of the properties do not have the same amount of land.

Town Attorney Recio explained the provision of the code and what is allowed.

Chair Baumel spoke regarding some of these numbers not working because of the space value and some properties should be allowed to come before the board for an accessory structure.

Town Attorney Recio stated that you can carve out a percent or have a criteria laid out.

Vice Chair Forbes does not believe it should be open because you will always have someone that does not like structures vote against it. He stated that they will not hire an architect or engineer to put the plans together if they will not get approved.

Chair Baumel stated that you have to accommodate. She does not think it is fair that someone that is investing in their home to be told they could not do it.

Town Planner Frankel explained the requirements they still have to meet and adjust to. She asked if they should allow some sort of accessory structure and what is the right size.

Consensus was reached to agree to allow something based on a percentage based on the size of the lot.

H30A Rear Yard Flooding November 2022

7.F Design Guidelines: The Impact of Decorative Elements on the Massing of a Structure - Town Planner Judith Frankel

Staff recommends that the Planning and Zoning Board discuss the suitability of design elements that impact building massing.

Town Planner Frankel introduced the item and provided a summary and overview.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Town Attorney Recio broke it up in sub issues and went through each one and it would be easier to redefine yards to relate back. He stated when they were going through the zoning code rewrite, they spoke regarding the average side setback. He stated that there was a proposal to apply to both first and second floor and allow the house to shift. He stated it is on the agenda for Tuesday. He spoke regarding frontage and there are limited situations where it is in a publicly accessible area and do they want to expand on the frontage to allow it on the publicly accessible area and gave examples.

There was no consensus to move forward with the frontage and publicly accessible area.

Town Attorney Recio stated the last subcategory being the second floor of a house is restricted to 80% of the first floor and if you build a smaller first floor you are being penalized.

Chair Baumel stated that this goes back to what the Board has a say in when it comes to waterfront property and the different size properties and setbacks.

Vice Chair Forbes believes this is a problem and is a contradiction.

Chair Baumel addressed the comments made by Mr. Kousoulas. She stated that she looks for new ways of architectural integrity being brought before them.

Mr. Kousoulas addressed the 80% rule.
9033 Dickens Ave - Arch plans reduced.pdf

7.G Design Guidelines: Design and Material Guidelines for Front Yard Fences and Gates - Town Planner Judith Frankel

Town Staff recommends that the Planning and Zoning Board discuss guidelines for the design of front yard fences and gates. The Code does not indicate preferred materials or designs for fences and gates other than "they should not be substantial in appearance".

Town Planner Frankel introduced the item and provided a summary and overview. She suggested if they want to take them out of design review to provide direction as to what they would want.

Alternate Board Member Rais stated that everyone will have a clone of this gate and if they can somehow encourage people to be different and creative. She would recommend to introduce language design guides for gates and fences.

Chair Baumel asked what recommendation would she like to see for certain gates and fences and materials allowed.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Vice Chair Forbes stated that since gates are so new could they keep it there for the time being. He stated the problem with the previous applicant tonight was that you could not say no because she met all the guidelines.

Town Planner Frankel stated it is not that they are not allowed to say no and explained what the code states.

Alternate Board Member Szafranski stated that the more the merrier and you have the right to privacy. You don't have the right to look into someone's house.

Vice Chair Forbes agrees with Alternate Board Member Szafranski.

Further discussion took place among staff and the Board as to what the design guidelines should state regarding fences and gates.

Chair Baumel suggested having something consistent or different styles.

Vice Chair Forbes stated that his house will look different from others.

Board Member Bravo stated that it is the opinion that many moved to this Town because there are no fences and does not believe they should promote having fences.

Chair Baumel stated that they are not promoting fences but they are nobody to say they cannot have a fence.

There was no consensus and this will remain an ongoing issue.
Appendix A Front Yard Fences.docx
Appendix B Front Yard Fence Permits Process
Appendix C Rear and Side Yard Fence Permits Process

7.H Synthetic Turf - Town Planner Judith Frankel

Staff recommends that the Planning and Zoning Board considers adding synthetic turf standards to the new Design Review Guidelines.

Town Planner Frankel introduced the item and provided a summary and overview and explained the 10 properties that are on hold with code enforcement and there should be a decision that they could keep it for the life of the turf, forever or it does not meet code and they have to pull it out. The second portion is do you want to allow more synthetic turf and explained the areas you can put turf in.

Vice Chair Forbes asked if you met your 35% if you can put it in your yard.

Town Planner Frankel stated yes and there has been discussion of allowing more and what to do about those 10 properties.

Vice Chair Forbes stated that the Surf Club has had to change the grass 10 times and it was a mud bath and when they changed it to synthetic turf it has been an incredible positive change.

Alternate Board Member Szafranski agrees.

Town Planner Frankel pointed out the swale and right of way area and you cannot have certain things on there including synthetic turf.

Alternate Board Member Szafranski asked if synthetic turf is permeable.

Town Planner Frankel stated yes but it depends which one you put in.

Alternate Board Member Szafranski stated if certain ones are then that can be a requirement.

Town Planner Frankel stated that it makes it harder for Surf Club because they are by the beach to have grass grow. She stated this is for residential and the existing code describes what is allowed. She stated that they have to determine what to do with the 10 homes. She stated that there also is other landscape requirements that have to be met.

Consensus was reached to allow the synthetic turf with specific requirements of which turf is allowed that will comply with the code.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.
Ordinance No. 2020-1709 Synthetic Turf

8. Adjournment

There being no further business to discuss before the Board, a motion was made by Alternate Board Member Szafranski to adjourn the meeting at 9:07 p.m., seconded by Board Member Bravo. The motion carried with a 5-0 vote.

Respectfully Submitted,

Accepted this 23rd day of February, 2023.

Carolyn Baumel

Carolyn Baumel, Chair

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Joint Special Town Commission and Planning and Zoning Board Meeting
MINUTES
January 31, 2023
5:30 PM
Commission Chambers

1. Call to Order

Mayor Danzinger called the meeting to order at 5:40 p.m.

1.A Roll Call of Members

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

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

Deputy Town Clerk Herbello called the roll of the Planning and Zoning Board members with the following members present:

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Lindsey Lecour and Board Member Jonathan Edderai (arrived at 6:09 p.m.)

Absent: Board Member Ruben Bravo, Alternate Board Member Michael Szafranski and Alternate Board Member Grace Rais.

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

1.B Pledge of Allegiance

Sgt. Cruz provided the pledge of allegiance.

2. Public Comments

Mayor Danzinger provided the process for tonight's meeting and public comment. He stated the goal is to have a productive meeting. He stated that he will give the public 5 minutes to speak on all of the items on the agenda.

Mayor Danzinger opened the floor to public comment.

The following individual from the public spoke:
George Kousoulas stated that he agrees with all the items on the agenda. He wants to highlight item 3C (Administrative Code Correction: Roof Deck Stairway Height) which entails roof deck and spoke regarding what does not work. The other item is 3G (Accessory Structures in the H30A Zoning District) as it pertains to accessory structures on waterfront lots. The final one is item 3H (Application of Setback Restrictions) which is a new way of looking at the setbacks.

Mayor Danzinger closed the floor to public comment.

3. Discussion Items

3.A Administrative Code Correction: Use of the term "Gross" - Hector Gomez, Acting Town Manager

Staff suggests deleting the term "gross" from two 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.

Acting Town Manager Gomez introduced the first item and stated that the gross acreage was left behind in a few areas and they want to remove the term "gross".

Town Planner Frankel provided an overview and explanation of the item and stated they usually use the term "lot acreage", and they no longer use the word "gross" and it becomes confusing. She stated the code only counts the actual property and it is a code cleanup and a simple solution.

Mayor Danzinger stated he understood that the Planning and Zoning Board had discussions last week.

Chair Baumel and the rest of the Planning and Zoning Board reached consensus to remove the word "gross".

Commissioner Meischeid agrees with removing the word in the code.

Vice Mayor Rose disclosed that he is a contractor in Town and does work in Town and is also a Commissioner.

Board Member Lecour suggested having a consent agenda sort of format for these type of items.

Mayor Danzinger asked if each item has to come back as a separate item as an ordinance change?

Town Attorney Recio stated that the two stating "gross" could come back as an ordinance and any others could be joined together and come back as one and they will group them together.

A motion was made by Commissioner Meischeid to move forward with correcting the use of the term "gross" in the code, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.
Attachment A: Gross Acre Sections in the Zoning Code

3.B Administrative Code Correction: Planning and Zoning Board application requirements - Hector Gomez, Acting Town Manager

Staff recommends adding the following materials to the requirements for Planning and Zoning Board applications:

- Signed and sealed survey showing current property conditions including elevations of site and right-of-way
- Site Plan (existing and proposed) with all dimensions and locations of mechanical equipment
- Architectural Elevations (existing and proposed)
- Floor Plans
- Materials Sheet
- Neighboring properties and site conditions
- Special purpose sheets as necessary
- Landscape Plans and species table

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview and explanation of the item.

Town Attorney Recio went over the section of the code pertaining to this item and stated that the Planning and Zoning Board reached consensus on this one. He stated that on new construction they would have renderings and photographs and a landscape architect would be required for new projects and a landscape plan would not be required for additions.

Chair Baumel explained that this pertains to new construction from the ground up.

Town Planner Frankel stated that landscape plans are required for new constructions but does not have to be done by a separate architectural firm.

Vice Mayor Rose gave examples of the requirements.

Mayor Danzinger asked if they move a tree does this matter or does he have to come with a landscape plan.

Town Planner Frankel addressed the comments made by the Mayor.

Commissioner Landsman provided an explanation of the item. He asked if it is a recommendation for staff to add the language and is that correct.

Town Attorney Recio stated it is a bit confusing because during the codification process something happened because they have to add it because it is currently not in the code and they have to add the entire list.

A motion was made by Commissioner Landsman to add the following list of suggested requirements to include the two additional requirements by the Planning and Zoning Board, seconded by Vice Mayor Rose. The motion carried with a 5-0 vote.

Town Attorney Recio explained what that list was including the requirements added by the Planning and Zoning Board.

Attachment A: Planning and Zoning Board Application

Attachment B: Zoning Code Section in Application Requirements

3.C Administrative Code Correction: Roof Deck Stairway Height - Hector Gomez, Acting Town Manager

Staff recommends that roof deck stairways and railings be permitted to extend above the permitted roof height for the zoning district as already provided in Sec. 90-44. (See Attachment A) Specifically, Sec. 90-50.2 should be amended to allow roof deck stars to extend above the roofline in accordance with the restrictions in Sec. 90-44

Acting Town Manager Gomez introduced the item and provided an overview.

Town Planner Frankel provided an overview and explanation of the item. She stated that the Planning and Zoning Board had consensus on this item.

Board Member Lecour stated that if you want a roof deck your house has to be 12 inches shorter.

Vice Mayor Rose spoke regarding what can be done with the enclosure of the equipment.

Town Attorney Recio stated this is about the rail not actually the enclosure.

Vice Mayor Rose addressed the comment made by Mr. Kousoulas about the parapet and that also has to be corrected. He stated that the code should match what you are building.

Town Attorney Recio stated it makes sense it is up to them to determine if it is a policy.

Commissioner Velasquez asked regarding the height requirement and the mechanical equipment.

Town Attorney Recio addressed the comment made by Commissioner Velasquez.

Vice Mayor Rose asked Building Official McGuinness what he will do regarding the rail going around the stairway.

Building Official McGuinness stated that he will comply with the code.

A motion was made by Vice Mayor Rose to recommend the modification moving the railing to 42 inches along with the 6% for the parapet, seconded by Commissioner

Meischeid. The motion carried with a 5-0 vote.
Attachment A: Sections of the Zoning Code on Roof Deck Stair Height

3.D Administrative Code Correction: Extension of Architectural Features into Setbacks - Hector Gomez, Acting Town Manager

Staff recommends that the definition of "yard" in Section 90-2 be amended to refer to "setback" to clarify that the two terms are considered interchangeable, in order to avoid confusion and misinterpretation.

Acting Town Manager Gomez introduced the item and provided an overview.

Town Attorney Recio went over the section of the code pertaining to this item and spoke regarding the two words being used interchangeably but there are certain parts of the code that they mean different things. He continued explaining to the Commission and Planning and Zoning Board this item.

Mayor Danzinger asked for clarification on the requested changes.

Town Attorney Recio provided the clarification to the Mayor's questions.

Commissioner Velasquez stated you still cannot go over the 40% allowed on the first floor. She asked if they have come up with issues that has had this problem and how it was resolved.

Town Planner Frankel stated correct. She provided explanations and examples.

Vice Mayor Rose spoke regarding the setbacks and stated you will always have an area that you cannot touch around. He stated this is just an administrative cleanup on the language.

A motion was made by Vice Mayor Rose to move forward with staff recommendations for Section 90-2, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez in opposition.

Town Attorney Recio provided an overview of section 90-46 and the recommendation is to get rid of this section.

A motion was made by Vice Mayor Rose to cleanup the language on Section 90-46, seconded by Commissioner Landsman. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

Town Attorney Recio provided an overview of Section 90-2 (definitions) the frontage and is limited to the street and would they want to consider defining frontage.

Mayor Danzinger asked if Planning and Zoning Board considered this item.

Chair Baumel stated that they had a consensus that anything with side setbacks on certain areas like Harding going west and those properties could not be treated the same as those on a residential street.

Vice Chair Forbes stated that they also discussed another example of properties that if not treated differently they would not be sellable.

Commissioner Velasquez stated that it seems they are putting all these areas together and if there are only a few under that circumstance then give it to them but the Champlain Tower South section does not fall under this.

Chair Baumel explained again the reasoning for this change.

Vice Mayor Rose explained the change and provided examples.

Commissioner Meischeid stated that it is her understanding that there other cities that are doing this as well.

Town Attorney Recio stated yes that there are other cities that are doing this.

Commissioner Velasquez asked if there is currently an application that this would affect.

Town Attorney Recio stated that this has come up with several properties.

Mayor Danzinger stated it is a bit complicated and if they could bring this back with more details.

3.E Administrative Code Correction: Front Yard Standards in H30A, H30B, H30C and H40 districts - Hector Gomez, Acting Town Manager

Staff recommends that Sec. 90-61(1) be amended to provide that "Not less than 50 percent of the front yard shall be landscaped". This is what is occurring now due to the restriction that no more than 50% of the front yard can be paved.

Acting Town Manager Gomez provided an overview of the item and looking at the front yard area and what is and is not permeable.

Town Planner Frankel provided an overview and explanation of the item. She stated this was left over from the previous change and what they are recommending.

Town Attorney Recio went over the section of the code pertaining to this item.

After some discussion by the Commission, staff and the Planning and Zoning Board the following motion was made.

A motion was made by Vice Mayor Rose to move forward with staff recommendation and clean up the language, seconded by Commissioner Meischeid. The motion carried with a 5-0 vote.
Attachment A: Front Yard Standards in the Zoning Code

3.F Planning and Zoning Board Review Criteria - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and the Town Commission provide direction on the use of Design Guidelines in single-family development applications.

Town Planner Frankel provided an overview and explanation of the item. She spoke about the Design Review Guidelines and that the Planning and Zoning Board needs clearer criterias.

Town Attorney Recio explained the criteria and how it relates to this item.

Town Planner Frankel stated that Marlin Engineering is doing this and they are not here to provide input.

Mayor Danzinger asked what they will give them to look at or have they started this process.

Commissioner Landsman stated that this is to be able to give the Planning and Zoning Board more teeth and it is hard for them to approve a project if it does not meet code. He stated that the design criteria needs to be updated. He suggested tabling this until they can have more discussion on the item.

Mayor Danzinger agrees to bring this back once the new design review guidelines are done.

Vice Mayor Rose spoke regarding the technicality and what he does not want to see is the design guidelines being used as a weapon.

Mayor Danzinger commented on how some of the items can be up in the air.

Vice Mayor Rose gave an example from the previous Planning and Zoning Board.

Vice Chair Forbes provided his comments and opinion. He stated it needs to be cleaned up but at some point and time you have to approve it.

Town Planner Frankel showed an example of a home and it meets code.

Commissioner Velasquez stated that she does not agree with having someone build something like a spaceship and certain colors should not be allowed.

Board Member Lecour spoke regarding the design review guidelines and they need to discuss it and make sure they all agree it is what they want in Town.

Commissioner Landsman spoke regarding the need for the Planning and Zoning Board. He suggested this being a charter question and possibly having the Town Planner approving certain things and change the mandate of the Planning and Zoning Board.

Chair Baumel suggested to table the discussion until the new design review guidelines are ready and explained that the Town has changed and is changing and one needs to look outside of the box.

A motion was made by Commissioner Meischeid to table this item until the design review guidelines are ready, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Attachment A: Single Family Development Review

3.G Accessory Structures in the H30A Zoning District - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board consider the appropriate setback and size for accessory structures the H30A zoning district.

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview and explanation of the item.

Town Attorney Recio went over the section of the code pertaining to this item.

Discussion took place among the Commission, Town Attorney and the Planning and Zoning Board regarding the size of the lot and setbacks including the setback on the seawall.

Mayor Danzinger suggested to separate the items.

Board Member Lecour stated this matter came up with the two Bay Drive houses and the stairwell built against the seawall and some visual would be helpful.

Chair Baumel addressed the comments made by Board Member Lecour.

Vice Mayor Rose stated that when the two were built it was to distinguish between Indian Creek and Biscayne Bay and that is why there needs to be cleanup in that language and have clearer language.

A motion was made by Vice Mayor Rose to allow the accessory structures within 15 feet of the seawall, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

A motion was made by Vice Mayor Rose to allow one accessory structure with a roof up to 200 square feet, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Vice Chair Forbes agrees with Vice Mayor Rose.

Commissioner Velasquez asked for clarification.

Commissioner Landsman asked to limit it to one structure.

Board Member Lecour suggested a percentage because 200 square feet on a 30,000 square foot would not make sense.

Town Attorney Arango asked if they are limiting it to waterfront lots.

Town Attorney Recio clarified they will come up with everything they said and explained the process and the Commission will see it before the Planning and Zoning Board sees it and then they will see it again after the Planning and Zoning Board has provided their input.

A motion was made by Commissioner Velasquez to take a 10 minute break at 7:33 p.m., seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

The meeting took a recess at 7:33 p.m.
The meeting reconvened at 7:52 p.m.

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

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

Deputy Town Clerk Herbello called the roll of the Planning and Zoning Board members with the following members present:

Present: Chair Carolyn Baumel, Vice Chair David Forbes, Board Member Lindsey Lecour and Board Member Jonathan Edderai.

Absent: Board Member Ruben Bravo, Alternate Board Member Michael Szafranski and Alternate Board Member Grace Rais.
H30A Rear Yard Flooding November 2022

3.H Application of Setback Restrictions - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and Town Commission provide direction on whether an average setback should be applied against both the first and second floors in the H30A and H30B districts in a similar manner to its application in the H120 district.

Town Attorney Recio went over the section of the code pertaining to this item.

Mayor Danzinger asked regarding the 35% of lot and how it applies to the first and second floor.

Town Attorney Recio addressed the comment made and it currently only applies to the first floor and explained what this change would apply to. He also explained what is required currently.

Commissioner Velasquez asked regarding the 72% and if that is what currently is in the code.

Town Attorney Recio clarified the comment made by Commissioner Velasquez.

Commissioner Velasquez spoke and asked for some further clarifications on this

proposal.

Vice Mayor Rose spoke about how properties owners are in some way maximizing what is currently allowed per the Town code in the different houses that have been getting built during the last year.

Commissioner Landsman agrees with having choices and believes the Town should have more of those.

Chair Baumel spoke about the different roof options that you may also use when designing homes.

There was further discussion amongst the commission and the Planning and Zoning Board on this item.

A motion was made by Vice Mayor Rose to approve the language as presented and add language of potential versus actual and non continuous front façade or deviation in frontage, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Attachment A: Zoning Codes Setbacks

Proposal for H30A and H30B building volumes.pdf

3.I Synthetic/Artificial Turf - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and Town Commission provide direction on the 10 properties with artificial turf, and the overall use of artificial turf.

Acting Town Manager Gomez introduced the item and stated there are 10 properties that are in the amnesty period which they must also determine what to do with those homes. He continued introducing the item.

Mayor Danzinger suggested dividing it and see how the Commission feels about artificial turf first before dealing with those 10 homes.

Town Planner Frankel provided an overview and explanation of the item.

Mayor Danzinger asked how the understory facts into this.

Town Planner Frankel addressed the comment made by the Mayor.

Board Member Lecour provided her input on the item and stated that there are a lot of things nicer than artificla turf.

Vice Mayor Rose addressed the comment made by Board Member Lecour.

There was further discussion amongst the Commission and the Planning and Zoning Board on this item.

A motion was made by Vice Mayor Rose to allow artificial turf on the side and rear of

the home and for it to count towards the permeable area, seconded by Commissioner Landsman. The motion carried with a 5-0 vote.

Vice Mayor Rose spoke regarding hedges and turf.

Vice Chair Forbes addressed the picture on the screen regarding the item.

A motion was made by Vice Mayor Rose to allow artificial turf in the front yard, seconded by Mayor Danzinger. The motion carried with a 3-2 vote with Commissioner Landsman and Commissioner Meischeid voting in opposition.

Commissioner Velasquez left the meeting at 8:45 p.m.

Town Planner Frankel asked what to do with the 10 homes and the question is if we want them to come back for a permit since they did not install it correctly.

Consensus was reached to wait to determine what they will permanently do with the artificial turf item before addressing those 10 homes.

Acting Town Manager Gomez stated that administratively they will leave it status quo until they determine what is approved.
Ordinance No. 2020-1709 Synthetic Turf

3.J Front Yard Fences and Gates - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and Town Commission provide direction on the process of approval for front yard fences and gates. As part of this correction, the allowable height of hedges in the front yard should be amended for consistency with Section 149 of the Charter.

Acting Town Manager Gomez introduced item.

Town Planner Frankel provided an overview and explanation of the item.

Chair Baumel stated the issue the Planning and Zoning Board had was the material that will be used.

Commissioner Landsman agrees to take it away from the Planning and Zoning Board.

Vice Mayor Rose agrees with removing it from the Planning and Zoning Board.

Mayor Danzinger asked what takes place when individuals go before the Planning and Zoning Board for a fence.

Town Planner Frankel addressed the comment made by the Mayor and what the code states as well as the materials allowed.

Discussion among the Commission and Planning and Zoning Board took place regarding what type of material should be allowed and which ones should go before

the Planning and Zoning Board. Suggestion was made for Town Planner Frankel to come up with a pattern and materials as well as a design element that would have to come before the Planning and Zoning Board.

Mayor Danzinger suggested to approve the fences based on the height and design restrictions.

Board Member Lecour stated that whatever the Town Planner decides needs to go before the Planning and Zoning Board then it goes before the Commission.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to approve the gates and fences in the front yard in the setback by right based on the existing height restrictions and materials and designs to be defined by staff and be brought back as an ordinance, seconded by Vice Mayor Rose. The motion carried with a 4-0 vote with Commissioner Velasquez absent.
Appendix A: Code section on Front Yard Fences.docx

3.K Applicability of Planning and Zoning Board Review - Hector Gomez, Acting Town Manager

Staff recommends that the Planning and Zoning Board and the Town Commission consider amending the Zoning Code Section 90-19.7 to allow additional minor alterations to be reviewed by Town Staff only and not be required to be reviewed by the Planning and Zoning Board except in cases of controversy.

The following permits are suggested to be added to Zoning Code 90-19.7 list of exempt permits:

1. Rear-yard wall opening not visible from the public right-of-way
2. Change outs of building materials
3. Window Signs in the SD-B40 Zoning District
4. Awnings in the SD-B40 Zoning District
5. Rear yard pools
6. Rooftop mechanical and accompanying screens.
7. Roof decks on existing homes
8. Carports

Acting Town Manager Gomez introduced the item.

Town Planner Frankel provided an overview and explanation of the item.

Mayor Danzinger asked if there is material requirements and are there restrictions in place.

Town Planner Frankel addressed the comments made by the Mayor.

Vice Mayor Rose asked if they want to add garage conversions with the strip to the list.

Chair Baumel stated that they have not seen too many poor garage conversions.

Town Attorney Recio stated that the Planning and Zoning Board spoke regarding roof decks.

Board Member Lecour spoke regarding the strip and windows matching on the garage conversion.

Town Planner Frankel addressed the comments made.

A motion was made by Mayor Danzinger to have Town Planner and Town Administration to be able to approve the items stated on the memo with the exception of item 7 which is roof decks and addition of garage conversion, seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

3.L Enforcement and Interpretation of the Zoning Code - Hector Gomez, Acting Town Manager

Staff recommends that the Town Commission consider tracking official interpretations of Section 90-3 of the Zoning Code to ensure consistency. The Commission may also consider defining the parameters for the Town Planner to include the ability to approve minor changes to approved plans.

Acting Town Manager Gomez introduced the item.

Town Attorney Recio went over the section of the code pertaining to this item and what the parameters would be.

Mayor Danzinger addressed the items stated in the memo.

Commissioner Landsman asked how the tracking would take place if it would be via a software.

Town Attorney Recio stated that in other municipalities the Town Planner would write a memorandum and put it online with their interpretation. He stated that they could create a separate appendix to add the Town Planner's interpretation and possibly pass it by resolution.

A motion was made by Mayor Danzinger to direct the Acting Town Manager to start recording the changes and set up a structure in the code and compile a list and bring back as ordinance with parameters for the Town Planner, seconded Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Board Member Lecour asked if they could do the corrections in a consent agenda form.

Attachment A: Enforcement of the Zoning Code

4. Adjournment

A motion was made by Vice Mayor Rose to adjourn the meeting without objection at 9:34 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Respectfully submitted,

Accepted this 23rd day of February, 2023.

Carolyn Baumel

Carolyn Baumel, Chair
Planning and Zoning Board

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Tourist Board
MINUTES
February 6, 2023
5:30 PM
Town Commission Chambers

1. **Call to Order/Roll Call**
   Vice Chair Ben Jacobson called the meeting to order at 5:30 p.m.

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

   Present: Vice Chair Ben Jacobson, Board Member Lisa Herman, Board Member Ezequiel Singer, and Board Member Diana Gonzalez.

   Absent: Chair Eli Tourgeman and Commission Liaison Mayor Shlomo Danzinger.

   Also Present: Town Attorney Daniela Cimo, Acting Town Manager Hector Gomez, and Tourism and Communications Director Frank Trigueros.

2. **Town Commission Liaison Report**
   No Commission Liaison Report was given since Mayor Danzinger was absent.

3. **Agenda and Order of Business**

4. **Approval of Minutes**

   4.A **Approval of January 9, 2023 Tourist Board Meeting Minutes** - Deputy Town Clerk Evelyn Herbello

   A motion was made by Board Member Gonzalez to approve the January 9, 2023 Tourist Board Meeting Minutes, seconded by Board Member Singer. The motion carried with a 4-0 vote.
   January 9, 2023 Tourist Board Meeting Minutes.pdf

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

   5.A **February Vacancies and Resort Tax Report** - Tourism and Communications Director Frank Trigueros

   Tourism and Communications Director Trigueros provided an overview of the Resort

Tax and Vacancies Report. He provided the food and beverage as well as the accommodation noting that the collection for the first two months of the fiscal year, October and November, appear to be records.

Board Member Herman asked about the status of the incoming Domino's Pizza.

Tourism and Communications Director Trigueros stated he was not sure that he would check and spoke regarding another new restaurant coming on board.
February Vacancies and Resort Tax Report, First 2 Fiscal Months.pdf

6. Discussion Items

6.A Additional Funds for Food and Drinks at Events - Vice Chair Ben Jacobson - Vice Chair Ben Jacobson

Allocate a small amount of funding for additional food and beverages at the events.

Tourism and Communications Director Trigueros advised the Board Members that he provided a budget sheet for them to refer back to.

Board Member Gonzalez asked regarding what is left and wanted clarification.

Tourism and Communications Director Trigueros provided an outline of the special events budget numbers following the Board's most recent event additions.

Vice Chair Jacobson introduced the item and stated that there seems to be a situation where they run out of food and drinks, and since they have the funds available, he would like to propose possibly giving everyone a ticket and those tickets can be reimbursed for a certain amount by the local vendors and establishments. He was looking to allocate a few thousand dollars for events that they could then decide which ones would need the additional funds.

Board Member Gonzalez suggested having a system and would like to propose in addition to the funds that the people in charge to come up with a system that would compliment this proposal.

Tourism and Communications Director Trigueros stated that it would be great to have the vendors here to speak and they are on their way. He agreed to have a system in place.

Board Member Herman stated that this is not supposed to be a buffet but a sampling. She stated that in similar events you usually have to pay.

Board Member Singer suggested providing this to the local vendors and promote those vendors and the coupons should be for the local restaurants.

Board Member Herman stated that it has been difficult to get the local vendors to participate.

Board Member Gonzalez spoke regarding how Parks and Recreation does their

events and it is a good system.

Vice Chair Jacobson stated that part of what he was thinking of doing was appropriate some funding to go back to the vendors for some solution. He stated that it possibly should be better to have a preset system to provide to the guests and if the vendors have a bit of additional funding they could use it for food and drinks. He stated that it might work better and see how they do and then come back and restrict the money more but they need to put a little bit of more money.

Further discussion took place among the Board Members regarding the additional funding for food and drinks and a preset system that will work and promote local vendors.

Tourism and Communications Director Trigueros provided a recap for Sara Liss who had just entered the room.

Vice Chair Jacobson provided his thoughts of providing an additional amount of funding to Sara Liss to give to the vendors and explained the process.

Sara Liss addressed the comments made regarding this idea as it pertains to the vendors and explained the issues that might arise.

Further discussion took place among the Board Members and Sara Liss regarding the possibility of using this system with the vendors possibly doing $2,500 for the larger events and $1,000 for small events.

Board Member Gonzalez would like $1,500 for all events.

Allan Andai stated this is a great point and they passed out 1,000 bites at the last Third Thursdays event and agrees having additional funds would help. He stated that what you want is for them to grab a bite and continue. He also addressed the idea of the tickets being handed out.

A motion was made by Vice Chair Jacobson to approve an additional $2,500 per event for the larger events (Third Thursdays and Surfside Under the Stars) and $1,500 per event for the smaller events (Music on the Beach) effective immediately to cover all events through March 14, seconded by Board Member Herman. The motion carried with a 4-0 vote.

6.B Discretionary Funds for Tourism and Communications Director- Vice Chair Ben Jacobson - Vice Chair Ben Jacobson

Approve to allocate $25,000 to a discretionary fund for items that may come up or upgrades that might be needed for any existing event.

Vice Chair Jacobson introduced the item and stated this is to prevent for Tourism and Communications Director Trigueros hands being tied in the event he needs additional funding for the ability to enhance and enjoy additional activities for the tourists. This will allow him to make a decision at the moment and allocate $25,000 in the event he needs it.

A motion was made by Board Member Singer for purposes of discussion, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

Board Member Singer asked if the contract allows them to expand and if that would affect the contract with the vendors.

Vice Chair Jacobson explained examples and this would allow certain enhancements for an event in the case he needs additional funding at the last minute.

Board Member Gonzalez stated that this proposition is better than the other one of additional money for foods. She would like this option more than the other one.

Vice Chair Jacobson stated this is the unknown question that comes up and this will give staff more wiggle room to take care of this and then come back to the Board.

Acting Town Manager Gomez asked if the $25,000 is consistent with any of our policies that is pursuant to our procurement policies and explained the policies the Town has in place. He also asked if this is per event or for the event season.

Vice Chair Jacobson stated it is for the event season and provided examples.

Tourism and Communications Director Trigueros addressed the comments made and stated this is a good idea in the event something does come up and special events are exempt from the procurement process and they have the discretion to add enhancements to events.

A motion was made by Vice Chair Jacobson to allocate $25,000 as a discretionary fund for Tourism and Communications Director Trigueros to use at his discretion for any events and report back to the Board, seconded by Board Member Gonzalez. The motion carried with a 4-0 vote.

6.C Tourist Board Shirts - Tourism and Communications Director Frank Trigueros - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item and asked the Board members to choose which design they would prefer.

Board Member Herman asked where the logos would be going.

Tourism and Communications Director Trigueros addressed the comments made. He stated for the Board to study the different options and designs and to email him back letting him know which one they select.

shirts 1.pdf

shirts 2.pdf

6.D Third Thursdays Event Location - Tourism and Communications Director Frank Trigueros - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item. He stated that the 93rd Street location has worked out great for Surfside Under the Stars. He informed the Board that there are some challenges with the 95th Street location including safety and traffic, and additionally, there are no public restrooms to offer, therefore the Police Department and several members of the administration had recommended moving it over to 93rd Street.

Producer Alan Andai stated he would just need to scout the location, but they would probably be able to fit everything that they need.

Vice Chair Jacobson stated that here you have a bigger parking lot.

Mr. Andai stated he would do a quick measurement and get back to Tourism and Communications Director Trigueros.

Acting Town Manager Gomez stated it is the same width and the sidewalk is wider and it is easier to provide power in this facility.

Vice Chair Jacobson stated that the Board voted on the concept not the location.

Tourism and Communications Director Trigueros stated it has been on 95th Street because it was closer to the businesses.

Consensus was reached to leave the event location up to Tourism and Communications Director Trigueros.

6.E Special Events Manager Position - Tourism and Communications Director Frank Trigueros - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item and went over the job description which included the comments made by the Board members. He stated that they are working with Human Resources to develop it.

Vice Chair Jacobson likes that they will have to do emergency planning and help with that aspect.

A motion was made by Board Member Gonzalez to proceed with the Special Events Manager position, seconded by Board Member Herman. The motion carried with a 4-0 vote.
Special Events Manager 1-30-23.pdf

6.F Additional Events, Beachside LLC (Alan Andai) - Tourism and Communications Director Frank Trigueros - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros introduced the item.

Allan Andai provided a presentation with the different events and cost for each one.

Discussion took place among the Board and Mr. Andai regarding the amount of

players for the poker night and the other events on the presentation.

Vice Chair Jacobson asked if anyone would like to proceed with any of the events.

Board Member Gonzalez would like the mixology, promote more surfside, seafood festival, and more games for families and karaoke.

Board Member Singer asked how would they vote for the events.

Board Member Gonzalez would like Taste of Surfside.

Board Member Herman's concern is that with mixology you are moving away from the tourists because it seems to be for more locals. She thinks the bigger ones would be better.

Vice Chair Jacobson asked if they are able to sponsor half and they pay for the difference.

Tourism and Communications Director Trigueros stated that they could find someone to sponsor a portion or sell tickets.

Mr. Andai stated that they have to promote Surfside.

Vice Chair Jacobson asked the turn out for the events.

Mr. Andai addressed the comments made. He stated Taste of Surfside is one that will be very well received and attended.

Tourism and Communications Director Trigueros asked Mr. Andai to see if he could bring at the next meeting which restaurants would be participating.

Mr. Andai addressed the comments made by Tourism and Communications Director Trigueros as it pertains to the different vendors and believes at least 16.

Vice Chair Jacobson suggested blocking the parking on Harding for the restaurants and they will not fit the people on the sidewalk if they do not block the parking.

Board Member Herman stated the restaurants will be annoyed. She suggested having the vendors in a tent and people going around.

Tourism and Communications Director Trigueros suggested for Mr. Andai to come back with a better flow and some photos from his past experiences with these events.

Vice Chair Jacobson asked if Mr. Andai could come back with a concrete plan for the Taste of Surfside and a firm commitment on restaurants that will participate.

Mr. Andai agreed to come back with the information requested and he will pitch it to the vendors.

Tourism and Communications Director Trigueros asked for him to provide every detail and what the partners need etc.

Board Member Gonzalez would like movie night.

Tourism and Communications Director Trigueros stated that he is looking at different options of a floating screen and will probably bring that back at the March meeting.

Board Member Gonzalez spoke regarding the event that Bay Harbour does.

Further discussion took place among the Board members and Mr. Andai regarding the different events and substitutes for some of the events.

A motion was made by Board Member Gonzalez to have one additional Music on the Beach for May and one Summer Sunday event in June 2023, seconded by Board Member Singer. The motion carried with a 4-0 vote.

Board Members agreed to come back with the type of genre they would like and have Mr. Andai come back with different options.

7. Board Member Comments

Vice Chair Jacobson spoke regarding the amazing events and when someone sends you a public records request for their calendars they are doing a great job by having plenty of events and the tourists and residents are enjoying it.

8. Public Comments

There were no public comments.

9. Next Meeting

9.A Next Meeting: March 6, 2023 at 5:30 p.m. - Deputy Town Clerk Evelyn Herbello

Deputy Town Clerk Herbello advised the Board Members that the March 6, 2023 meeting needs to be moved to March 13, 2023 due to the jewish holiday.

A motion was made by Board Member Herman to move the March 6, 2023 meeting to March 13, 2023, seconded by Board Member Singer. The motion carried with a 3-1 vote with Board Member Gonzalez voting in opposition.

10. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Herman to adjourn the meeting at 7:06 p.m. The motion carried with a 4-0 vote.

Respectfully submitted:

Accepted this _____ day of _____, 2023.

Eli Tourgeman, Chair

Attest:

Evelyn Herbello, CMC
Deputy Town Clerk

Town of Surfside
Charter Review Board
MINUTES
February 8, 2023
5:30 PM
Commission Chambers

1. **Call to Order**
   Chair Jacobson called the meeting to order at 5:35 p.m.

2. **Roll Call of Members**
   Town Clerk McCready called the roll with the following members present:

   Present: Chair Ben Jacobson, Board Member Ruben Bravo, Vice Chair Laurie Swedroe, Board Member Peter Zuckerman and Board Member Ezequiel Singer (arrived at 5:53 p.m.)

   Also Present: Commission Liaison Commissioner Marianne Meischeid, Acting Town Manager Hector Gomez, Town Attorney Lillian Arango, Town Attorney Roger Pou, Mayor Shlomo Danzinger, Commissioner Fred Landsman and Town Planner Judith Frankel.

3. **Public Comments**
   Chair Jacobson opened the floor to public comments.

   The following individuals from the public spoke:
   Gerardo Vildostegui stated that it was a shame that more people were not present and is upset that it is not being videotaped. He spoke regarding the Commission violating the citizens bill of rights and spoke regarding other sections of the charter. He also posted a question to the Chair relating to a Dubai trip.
   Eliana Salzhauer stated it is upsetting that this is not being video recorded and the residents are requesting that these meetings be recorded. She also spoke regarding possible conflict of interest among some of the Board members.
   Victor May is happy they are looking into the charter and the charter is very outdated and believes it could be improved.
   Jeffrey Platt urged the Board not to make any changes to this part of the charter. He stated that they should not change the height of oceanfront buildings.
   Chava Elgamil asked for them to have an overview of what the Town will look like in the future with smart development and have an overall flavor of what the Town would look like

in the future while reviewing the charter.

Chair Jacobson closed public comments.

4. Approval of Minutes

4.A January 18, 2023 Charter Review Board Meeting Minutes - Town Clerk Sandra McCready

A motion was made by Vice Chair Swedroe to approve the January 18, 2023, Charter Review Board Meeting Minutes, seconded by Board Member Bravo. The motion carried with a 4-0 vote.
January 18, 2023 Charter Review Board Meeting Minutes.pdf

5. Discussion Items

5.A Review of Preamble, Surfside Citizens' Bill of Rights, Article I (Incorporation; Form of Government; Powers

Review and Discuss

Town Attorney Arango provided a summary and overview of the item and introduced the Part 1 Section of the Charter which is the Citizen's Bill of Rights. She spoke regarding the different sections and what each one will entail.

Chair Jacobson stated that they will have some questions.

Board Member Zuckerman asked regarding the set rules of procedures.

Town Attorney Arango stated that there are no set rules but they can offer suggestions and staff is available to answer any questions. She stated that the articles tonight is to discuss potential questions of changes.

Acting Town Manager Gomez stated they established a schedule of the articles that will be discussed and went over them, and staff is here to answer any questions.

Town Attorney Pou spoke regarding the flow of the discussion of the charter, and it will be done article by article. He explained how it has been done in the past and the most effective way is to go article by article and you can pose questions per section.

Town Attorney Arango suggested having consensus on each section and doing it as you go will be more productive.

Board Member Bravo stated that there could be a possibility of not having any changes.

Chair Jacobson asked staff regarding the Preamble and if they would recommend any changes.

Town Attorney Arango stated the preamble is unique to Surfside and the Citizen's Bill

of Rights is per the County.

Chair Jacobson reiterated that their suggestions are recommendations to the Commission.

Chair Jacobson asked if any Board members have any suggested changes to the preamble.

There were no changes made to the Preamble.

Chair Jacobson asked Town staff regarding the Citizen's Bill of Rights.

Town Attorney Pou stated that the Citizen's Bill of Rights mirrors Miami Dade County's.

Board Member Zuckerman asked when Surfside added the Bill of Rights.

Town Attorney Arango addressed the comment made.

There were no changes made to the Citizen's Bill of Rights.

Chair Jacobson asked if there are any Town comments on Article 1.

Acting Town Manager Gomez asked if they want any staff opinions first. He stated that he highly recommends that the recommendations should be from the Board and then staff can provide input.

Town Attorney Arango stated this was amended by voter approval in Section 4 in 2022 and read that portion.

Chair Jacobson asked regarding the 120 foot height requirement and comments made by the public.

Acting Town Manager Gomez addressed the comment made.

Board Member Zuckerman stated this is a 10 year program and everyone is trying to fortify their ground water. He stated what are the ideas we want future developments to do to make sure there is less water on the streets. He also stated that insurance is a big issue and would like to put that into reality for the citizens.

Town Planner Frankel addressed the comment made by Board Member Zuckerman.

Board Member Zuckerman spoke regarding the NAVD, the capping and it is shrinking.

Acting Town Manager Gomez stated that FEMA updates the flood maps and that does impact the insurance rates. He spoke regarding the flood certificates and the NAVD is a ruler.

Vice Chair Swedroe asked regarding the measurements and flood elevation.

Acting Town Manager Gomez addressed the comments made.

Vice Chair Swedroe stated that they are all in agreement that the height restriction of 120 feet which is12 floors is fine but she would like clarification on the comprehensive plan.

Board Member Singer asked if they allow 12 stories depending on the flood level.

Board Member Bravo spoke regarding the 120 feet restriction and stated it should be a number of feet not stories.

Further discussion took place among the Board Members regarding the height restriction and should it be.

Town Attorney Arango stated that the change of 2022 was the unit of measurements and from where do you start measuring the 120 feet.

Acting Town Manager Gomez explained how Collins Avenue goes up and down and there could be a difference of 12 feet and depending on where you are at then you have to establish a fixed point and where you start measuring from.

Chair Jacobson spoke regarding FEMA requirements.

Board Member Zuckerman stated that there are three different parcels and they should be addressed separately.

Vice Chair Swedroe stated that everyone is in agreement with 12 stories and 120 feet.

Town Attorney Arango stated that anything that is recommended to be changed in the Charter needs to go to the voters.

Mayor Danzinger explained that it could be confusing if those types of ballot questions are tied into another question.

Discussion took place regarding the comprehension plan and the conflict between the charter and the plan.

Town Attorney Arango stated that the State requires periodic updates.

Town Planner Frankel spoke regarding the comprehensive plan and it refers to an out of date document and updates are needed.

Town Attorney Arango asked if she foresees any State mandated changes that would involve density and intensity.

Town Planner Frankel addressed the comments made.

Further discussion took place among the Board Members and staff regarding the

comprehensive plan and this section of the code that involves density and intensity as well as the NAVD measurements and understories.

Acting Town Manager Gomez stated that this was put in the code to protect the Town.

Board Member Zuckerman asked if it also pertains to the houses.

Town Attorney Arango clarified that it does affect all structures and explained which properties are included and if you want to unlock it you have to make a change to these provisions approved by 60% of the voters.

Chair Jacobson explained the process to Board Member Zuckerman.

Board Member Bravo explained what other municipalities have and does not see a reason to change this.

Chair Jacobson spoke regarding the requirements of having to raise your home and your ceiling will be shorter.

Board Member Zuckerman spoke regarding possibly incentivizing understories.

A lengthy discussion among the Board members and staff regarding understories, height limit and the number of buildable spaces shrinking due to FEMA flood requirements and how the measurement is done.

Board Member Zuckerman asked if they could give a few more feet to those that are building understories.

Further discussion took place regarding FEMA getting more aggressive and possibly giving an incentive for those doing an understory and the measurement needs to be based on the flood plain not on the road.

Town Attorney Arango stated that the 2002 zoning code and comprehensive plan does not allow that so the charter needs to be changed.

Board Member Bravo stated that many do not understand where it is being measured according to the code.

Town Attorney Arango suggested to come back at the next meeting with what exactly is in the 2002 zoning code and the comprehensive plan to be discussed and determine what is currently permissible for single family homes and small multi-family units.

After a lengthy discussion regarding the 2002 zoning code, comprehensive plan and understories the consensus of the Board was reached to change this section to BFE plus Town's buffer equals the measurement.

Town Planner Frankel explained the rule as it pertains to multi family.

Chair Jacobson asked if this would only affect single family.

Town Planner Frankel addressed the comment made.

Town Attorney Arango stated that there was an ordinance that was passed, and an understory is not considered a story.

Chair Jacobson spoke regarding giving a bonus of an extra 4 feet for having an understory.

Board Member Zuckerman explained the reasoning for the extra feet.

Town Planner Frankel addressed the comment made.

Chair Jacobson would suggest coming back at the next meeting with their suggestions from tonight for them to vote on.

Town Attorney Arango stated that they can come back with their suggestions, but they will not be drafting ballot questions.

Consensus of the Board was to have the Town Planner come back with a visual of how the measurements are done.

All Board Members agreed to have a visual from the Town Planner and get clarification on this topic at the next meeting.
Preamble, Surfside Citizens' Bill of Rights, Article I (Incorporation; Form of Government; Powers).pdf

6. Future Meetings

6.A Charter Review Board Schedule for Future Meetings - Sandra N. McCready, Town Clerk

Consensus on availability

Town Clerk McCready went over the new dates with the requested changes made from the last meeting.

Board Member Bravo stated that he cannot make it on March 22, 2023.

Chair Jacobson will not be at the meeting on March 5, 2023.

Town Clerk McCready stated that she will send out the outlook invites.

A motion was made by Board Member Zuckerman to approve the dates as provided in the agenda packet, seconded by Vice Chair Swedroe. The motion carried with a 5-0 vote.
Charter Review Board Schedule.docx

7. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Zuckerman to adjourn the meeting at 7:30 p.m. The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this 22nd day of February, 2023.

Ben Jacobson, Chair

Attest:

Sandra N. McCready, MPA, MMC

Town of Surfside
Charter Review Board
MINUTES
February 22, 2023
5:30 PM
Commission Chambers

1. **Call to Order**
   Chair Jacobson called the meeting to order at 5:38 p.m.

2. **Roll Call of Members**
   Town Clerk McCready called the roll with the following members present:

   Present: Chair Ben Jacobson, Vice Chair Laurie Swedroe, Board Member Peter Zuckerman and Board Member Ezequiel Singer.

   Absent: Board Member Ruben Bravo

   Also Present: Commission Liaison Commissioner Marianne Meischeid, Acting Town Manager Hector Gomez, Town Attorney Tony Recio, Town Attorney Daniela Cimo, Mayor Shlomo Danzinger, Commissioner Fred Landsman and Town Planner Judith Frankel.

3. **Public Comments**
   Chair Jacobson stated that they prepared the room in a way that the public speakers can speak and stated that they would like to maintain decorum.

   Chair Jacobson opened the floor to public comments.

   The following individuals from the public spoke:
   Gerardo Vildostegui spoke regarding the duties of the Town Manager and Town Commission and that in the past few months the Mayor is in Town Hall everyday directing the staff. He provided suggestions to address that problem and amend the role of the Town Attorney in the charter.
   Eliana Salzhauer spoke regarding them having to record this meeting on their own and spending their own money because the Town will not video record the meeting. She stated it is very important for the residents to see and have the meeting video recorded. She also spoke regarding the Mayor working everyday in Town Hall. She spoke regarding a gift disclosure that the Mayor would need to file.

George Kousoulas stated that they should focus on what they are here to do tonight and the last meeting was a free for all. He suggested to focus on the articles in front of them and not to detour from what they are here to do tonight. He suggested making the language simpler.

Chair Jacobson closed the floor to public comments.

4. Approval of Minutes

4.A February 8, 2023 Charter Review Board Meeting Minutes - Town Clerk Sandra McCready

A motion was made by Board Member Zuckerman to approve the February 8, 2023 Charter Review Board Meeting Minutes, seconded by Vice Chair Swedroe. The motion carried with a 4-0 vote.
February 8, 2023 Charter Review Committee Meeting Minutes.pdf

5. Discussion Items

5.A Review of Article II (Town Commission)

Vice Chair Swedroe asked if they could sit in a different format and felt like a deer in the headlights. She stated that there are some things that are confusing and suggested for the Town Attorney to go over them. She felt there were areas that could be removed and provided examples.

Chair Jacobson clarified the comments made by Vice Chair Swedroe. He suggested to have the Town Attorney strike the sections that do not pertain.

Vice Chair Swedroe spoke regarding 25A and provided the examples.

Town Attorney Recio stated that they make recommendations to the Commission of what they would like to recommend as changes.

Acting Town Manager Gomez stated that anyone can record but must stay in the back area.

Board Member Zuckerman stated if these provisions are taken out because there are laws that supersede then they can make the recommendations.

Chair Jacobson stated that they would need to make a motion to remove the superseded sections.

Town Attorney Recio stated it was never removed even though it was superseded.

Chair Jacobson passed the gavel.

A motion was made by Chair Jacobson to recommend the Town Attorney to review the Town Charter to remove all items that have been superseded or repealed,

seconded by Board Member Singer. The motion carried with a 4-0 vote.

Vice Chair Swedroe spoke regarding possibly spanning out the search outside of the Town for board members.

Chair Jacobson stated that all boards have to be residents and if you change it for one it will trickle down to the other boards.

Vice Chair Swedroe continued discussing expanding the search for board members.

Town Attorney Recio explained what has been done in the past and for the Planning and Zoning Board there are specific requirements and when they do not find someone to fit the requirement they address it and explained how.

Acting Town Manager Gomez asked if they would have to change the qualifications.

Town Clerk McCready explained how different boards have different requirements and there is a section in the Code that speaks about board requirements.

Vice Chair Swedroe spoke about if you put it in the Charter you have to go back to the residents to make changes to board member requirements.

Discussion among the Board members and staff continued regarding board member requirements and when this could possibly become an issue.

Chair Jacobson believes the job of the Town Commissioners being paid $1.00 a year is ridiculous and believes they should be paid more.

Chair Jacobson suggested increasing the $1.00 a year to something reasonable like Bal Harbour which is $20,000 a year. He asked for staff to pull the information of what other municipalities pay their elected officials plus health insurance and stipends.

Chair Jacobson stated they did have that as a ballot question with the previous commission.

Town Attorney Recio stated that the Mayor is $30,000 a year for Bal Harbor but they will look at other municipalities.

Acting Town Manager Gomez stated that commissioners are elected officials and they are more global and their commissioners can take their appropriations to a higher level and it takes a lot. It takes a lot of work and time from the elected officials and push these points to get the residents what they want. He stated that Mayor Burkett was involved in getting them many things, Mayor Dietch did as well and Mayor Danzinger has worked hard to get the Town what they need.

Board Member Zuckerman asked what is the downside of being an elected official. He stated that you might get elected officials that do not do much and are disruptive.

Board Member Singer stated that his concern is that it was a decision made by the

residents. He stated that they can take it to residents again.

Chair Jacobson stated they should not take it out of the charter but take it to the residents.

Further discussion took place among the Board Members and staff regarding what would be an appropriate salary for the elected officials.

Board Member Zuckerman asked if it is an expectation that the elected officials are working everyday.

Chair Jacobson stated that they are working and they should be reimbursed for the time they spend working in Town.

A motion was made by Chair Jacobson to increase the compensation of the town commission to an amount to be determined by a report to be provided by the Town Attorney, seconded by Vice Chair Swedroe. The motion carried with a 4-0 vote.

Discussion took place among the board members and staff regarding the term of the elected officials and suggestions were provided of staggered terms and how the terms could stay shorter and achievements will be better.

Vice Chair Swedroe is in favor of staggered terms and continuity.

Discussion continued among the board members and staff regarding staggered terms.

Acting Town Manager Gomez stated it is hard doing capital plans and infrastructure plans in two years.

A motion was made by Vice Chair Swedroe to recommend a 4 year staggered terms for the next election which will be whoever gets the highest votes will serve for 4 years and the lowest vote getters will serve 2 years. The motion carried with a 4-0 vote.

Town Clerk McCready stated that currently they are swearing in the elected officials before they are certified. She provided the process and when it is during a presidential election it will take 2 weeks to receive the certified results.

Discussion took place among the board members and staff regarding there being a conflict if you end up swearing in an individual that later is determined should not have been sworn in.

Mayor Danzinger provided examples from other municipalities.

Town Clerk McCready provided examples of the issues that could arise. She stated you are swearing in someone that the elections department has not yet certified that election.

Further discussion took place among the board members and staff regarding

suggestions about this portion of the charter, emergency powers and who will be running the Town while the elections department certifies the election.

Chair Jacobson stated that there has to be a commission and only have emergency powers in the event of an emergency until the election is certified. He suggested working with the Clerk's Office in order for them to be in synch with Miami Dade County.

Town Attorney Recio clarified that they want them to check on their powers during an emergency.

A lengthy discussion took place among the board members and staff regarding the swearing in process, staggered terms and certification of the election suggesting having the outgoing commission give certain powers to the new commission until the election is certified.

Town Clerk McCready provided changes that need to be made under Section 11 and stated that the Town does not have a municipal judge, associate municipal judge, prosecuting attorney or certified public accountants.

Acting Town Manager Gomez stated that the previous motion that was made to remove language that no longer applies to the Town will be used for these changes as well.

Assistant Town Attorney Cimo stated that this area needs to be looked at.

Chair Jacobson stated that they will get back to 9 as well as 6 and 8.

Chair Jacobson spoke regarding section 15 vacancies on commission.

Town Clerk McCready stated that subsection 7 explains that section.

Discussion among the board members and staff took place regarding section 15 vacancies on commission and the process in some areas apply and not in others.

Town Attorney Cimo suggested going over 15 and 17 as well.

A motion was made by Chair Jacobson to modify and clean up Section 11, seconded by Board Member Zuckerman. The motion carried with a 4-0 vote.

A motion was made by Chair Jacobson to modify Section 15 and 16 as it relates to the determination by Town Commission and the process, seconded by Board Member Zuckerman. The motion carried with a 4-0 vote.

Acting Town Manager Gomez spoke regarding section 18 stating that the Town Clerk is not a charter officer but there is wording in this section stating that is.

Town Clerk McCready explained the discrepancy in this section for the Town Clerk position. She stated that there is outdated wording that needs to be addressed.

Chair Jacobson asked should the Town Clerk be hired by the Town Commission or serve under the Town Manager.

Board Member Singer asked if they are suggesting to keep it under the Town Manager.

Acting Town Manager Gomez stated that it should be kept under the Town Manager. He recommends to have the language be consistent with it being an administrative position.

Board Member Zuckerman believes that the Town Clerk position should be appointed by the Commission.

Further discussion took place among the board members and staff regarding this section as to if it should be appointed by the Commission or Town Manager and the pros and cons.

A motion was made by Chair Jacobson to clean up section 18-Section 31.1 removing the Town Clerk position as a charter position and leaving the position under the Town Manager, seconded by Vice Chair Swedroe. The motion carried with a 4-0 vote.

Discussion took place among the board members and staff regarding section 19 for the time of the meetings and removing the 8 p.m. starting time.

Town Attorney Recio stated they already touched this section and it has to be changed.

A motion was made by Chair Jacobson to change the meeting start time from 8:00 p.m. to 7:00 p.m., seconded by Board Member Zuckerman. The motion carried with a 4-0 vote.

Section 26 and 27 are removed.

Town Attorney Recio provided an overview of section 28.

Consensus was reached to leave section 28 as is.

Acting Town Manager Gomez stated section 29 ties in with the nepotism and removing the third degree consanguinity.

A motion was made by Chair Jacobson to have a more modernized human resources language in that section and as long as your family does not report to you they can work for the Town and remove the third degree consanguinity, seconded by Vice Chair Swedroe. The motion carried with a 4-0 vote.
Article II (Town Commission).docx

5.B Review of Article III (Town Manager)

Chair Jacobson introduced the item.

Acting Town Manager Gomez stated that there are a lot of positions called out that the Town does not have. He gave an example and stated that they do not have a superintendent they have a public works director. He suggested placing the language that the Town Manager appoints all department heads.

Chair Jacobson suggested striking through the areas that are not pertinent.

Acting Town Manager Gomez stated that there are two ways of addressing this today and provided his suggestions.

A motion was made by Chair Jacobson that the Town Manager shall appoint all department heads and delete positions in Section 39 that do not apply, seconded by Vice Chair Swedroe. The motion carried with a 4-0.

Board Member Singer asked regarding section 40.1.

Town Attorney Recio stated that it is the other section where it mentions nepotism that they are amending to coincide with the first section.
Article III (Town Manager).docx

6. Unfinished Business

6.A Discussion of Section 4 of Article I

Town Attorney Recio stated that this was discussed last month.

Chair Jacobson provided an overview of this section that was discussed at the last meeting. He stated this section should have never been here. He suggested a solution and stated if they strike and change the language to make it something simple. He suggested changing the provision to only put in place the 120 feet and 12 stories and strike everything in the Town Code of 2004.

Vice Chair Swedroe spoke regarding density and intensity and the comprehensive plan.

Further discussion took place among the board members and staff regarding the 120 feet and 12 stories as well as the 2004 comprehensive plan, and the direction they want to go with clarification of the section with the Town Attorney to simplify it.

Board Member Singer spoke regarding a future commission being able to come in and change the zoning code.

Town Attorney Recio explained the provisions in 2008-2009.

Acting Town Manager Gomez stated their intent is to simplify the language and they can look into that.

The board members suggested receiving the input from the Planning and Zoning Board regarding not exceeding the height restrictions for the 3 zones.

After a lengthy discussion among the board members and staff regarding the proper simplification in language on this section, the following motion was made.

A motion was made by Chair Jacobson to replace the current restrictions that are there right now to change it to not exceed in height in the 3 zones independent, East of Collins to 120 feet, Abbott Avenue to 40 feet and West of Abbott Avenue to 30 feet (Design Flood Elevation), seconded by Board Member Zuckerman. The motion carried with a 4-0 vote.

Section 4 of Article I.docx

Determining Home Heights H30A and H30B Zoning Districts.pdf

7. Future Meetings

7.A Future Meetings Schedule

Discussion took place regarding the future meetings scheduled.

Next Meeting is March 8, 2023.

Chair Jacobson will not be here for the March 8th date.

The April 5, 2023 meeting was removed and the Board agreed to add May 31, 2023 meeting date.

Charter Review Board Meeting Dates and Schedule.docx

8. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Zuckerman to adjourn the meeting at 7:55 pm., seconded by Board Member Singer. The motion carried with a 4-0 vote.

Respectfully Submitted,

Accepted this 8 day of MARCH, 2023.

Laurie Swedroe, Vice Chair

Attest:

Sandra N. McCready, MMC

Town of Surfside
Planning and Zoning Board Meeting
MINUTES
February 23, 2023
6:00 PM
Town Commission Chambers

1. **Call to Order/Roll Call**
The meeting was called to order by Chair Baumel at 6:04 p.m.

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

Present: Chair Carolyn Baumel, Board Member Lindsey Lecour, Board Member Jonathan Edderai, and Alternate Board Member Grace Rais.

Absent: Vice Chair David Forbes, Board Member Ruben Bravo and Alternate Board Member Michael Szafranski.

Also Present: Town Attorney Tony Recio, Town Planner Judith Frankel, and Building Official James McGuinness.

2. **Town Commission Liaison Report**
Commission Liaison Commissioner Fred Landsman provided the Liaison Report.

Chair Baumel took a quick moment for those watching regarding conversations outside the Board as to what the jurisdiction of this Board is and wants the Town Attorney to clarify what their role is.

Town Attorney Recio provided what the jurisdiction of this Board is and they apply and review for consistency as it pertains to the design review guidelines along with the requirements of the code.

Chair Baumel clarified that they are not held legally for their role.

Town Attorney Recio stated that they can deny the plan for inconsistencies and they can come back but you cannot deny an individual from building a home as long as they meet the guidelines and they have the right to build their home.

Chair Baumel spoke regarding the curb cut regulations regarding single family neighborhoods and the new ordinance that was adopted.

Town Attorney Recio spoke regarding the ordinance that was adopted on February 14, 2023 and explained the ordinance.

Chair Baumel spoke regarding harrassing pictures being taken by people and comments regarding relationships which are uncalled for and they are intruding into their private lives. She asked that they return to civility and stop spinning stories and comments of corruption.

3. Approval of Minutes

3.A January 26, 2023 Planning and Zoning Board Meeting Minutes and January 31, 2023 Joint Town Commission and Planning and Zoning Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Board Member Lecour to approve the January 26, 2023 Planning and Zoning Board Meeting Minutes and the January 31, 2023 Joint Town Commission and Planning and Zoning Board Meeting Minutes, seconded by Board Member Rais. The motion carried with a 4-0 vote.

January 26, 2023 Planning and Zoning Board Meeting Minutes.pdf

January 31, 2023 Joint Town Commission and Planning and Zoning Board Meeting Minutes.pdf

4. Ordinances

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

The report conducted by Nova Consulting recommended that:

1. 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 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 (8.5 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.

These recommended 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.

Based on this information, Town Staff recommends that the Code language refer to the minimum 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.

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

Town Planner Frankel introduced the item and provided the specifics.

Board Member Lecour asked regarding the set maximum. She wants to make sure there is no adverse reaction on setting it so high. She stated that they are heading in the right direction.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas spoke in favor of the item.

Chair Baumel closed the floor to public comments.

Chair Baumel stated she spent a lot of time working with seawall companies and believes this should be enforced.

A motion was made by Board Member Lecour to recommend to the Commission to proceed with this ordinance for second reading, seconded by Board Member Edderai. The motion carried with a 4-0 vote.
Attachment A: Zoning Code Sections on Seawall Heights.docx
Attachment B: Seawall Height Criteria Report prepared by Nova Consulting
Ordinance - Height of Sea Wall.DOCX

5. Applications

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

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

Deputy Town Clerk Herbello confirmed notice requirements were met with the exception of one item 5G (9433 Byron Avenue).

Town Attorney Recio polled the Board Members.

Chair Baumel stated that she spoke with the applicant of item 5B (516 Surfside Boulevard).
Alternate Board Member Rais stated she spoke with the applicant of item 5B (516 Surfside Boulevard).

No other Board Members had any communication with any of the applicants.

5.A 9564 Harding Avenue - Wall Sign - Town Planner Judith Frankel

Suggested Action: If the Planning and Zoning Board determines that the design of the sign is appropriate, Staff recommends approval with the following conditions:

- The distance from the wall to the edge of the sign is no more than 5-feet

- The letters on the sign are no more than 6-inches high
- There is a minimum clearance of 8 feet from the sidewalk.
- The sign is not illuminated.

Town Planner Frankel introduced the item and provided staff recommendations.

Mary Bruster representing the applicant is available for any questions.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

A motion was made by Board Member Edderai to approve this application with staff recommendations, seconded by Board Member Lecour. The motion carried with a 4-0 vote.
9564 Harding Avenue Agenda Packet.pdf

5.B 516 Surfside Blvd. - Fence and Gate - Town Planner Judith Frankel

Suggested Action: As proposed the gate is 72 inches in height, which is the maximum allowed for rear yard fences. If the fence and gate are determined by the Planning and Zoning Board to be consistent with the existing conditions of the property, design approval is recommended.

Town Planner Frankel introduced the item and provided staff recommendations.

Rachel Streitfeld, attorney representing the applicant is requesting a deferral because their designer is not here and the owners would prefer a deferral in order for the designer to be present at the meeting.

Town Attorney Recio stated since this is their first deferral request you may provide them with a deferral.

A motion was made by Board Member Lecour to defer the item to March 30, 2023 at 6:00 p.m., seconded by Board Member Edderai. The motion carried with a 4-0 vote.
Attachment A: Site Condition Images
516 Surfside Blvd Agenda Packet.pdf

5.C 1404 Biscaya Drive - Front Yard Gates - Judith Frankel, Town Planner

Suggested Action: Staff finds that the gates as proposed meet the Zoning Code. If the Planning and Zoning Board determines the design is appropriate, approval is recommended.

Town Planner Frankel introduced the item and provided staff recommendations and a picture of the proposed style.

Catalina Roca, representing the applicant provided an overview of the application.

Christine Taplan, owner is here to answer questions.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Chair Baumel likes the way it looks.

Board Member Rais asked regarding the side posts.

Ms. Roca addressed the comments made by Board Member Rais.

A motion was made by Board Member Lecour to approve this application with staff recommendations, seconded by Board Member Edderai. The motion carried with a 4-0 vote.
1404 Biscaya Drive gate agenda packet.pdf

5.D 9165 Abbott Avenue - Front Yard Gate - Town Planner Judith Frankel

Suggested Action: The gate as drawn does not meet the Zoning Code, as it is located outside of the property boundaries. No fencing or gates may be located on the Town -owned Right-of Way. If the Planning and Zoning Board determines the design is appropriate, approval could be granted with the condition that the gate and fence be relocated.

Chair Baumel asked if she needs to recuse herself because she did the renovations to that house and sold it to the current owners and has no financial interest in this item.

Chair Baumel recused herself, passed the gavel to Board Member Lecour and left the dais.

Town Planner Frankel introduced the item and provided staff recommendations.

Lidia Lorenzo, representing the applicant and provided an overview of their application.

Eli Brauz, owner is here for any questions.

Board Member Lecour opened the floor to public comments.

There were no public speakers.

Board Member Lecour closed the floor to public comments.

Board Member Edderai asked Town Planner Frankel if it is in compliance.

Town Planner Frankel stated they are in compliance.

A motion was made by Board Member Edderai to approve this application with staff recommendations, seconded by Board Member Rais. The motion carried with a 3-0 vote.
9165 Abbott Avenue Agenda Packet.pdf

5.E 601 88th Street - Enclosure of Carport - Town Planner Judith Frankel

Suggested action:

Staff finds that the application generally complies with the Zoning Code. If the below conditions are resolved, approval is recommended.

Recommended Conditions for Approval:

- Applicant must verify that the front face of the addition/carport is a distance of 10 feet from the property line.
- All elevations of the home are required to have a minimum of 10% wall openings. The Planning and Zoning Board should determine whether the west elevation should be required to have wall openings.

Town Planner Frankel introduced the item and provided staff recommendations.

Building Official McGuinness provided his staff recommendations and comments as it pertains to flood plain management.

Conrado Cabrera, owner responded to the questions by Building Official McGuinness.

Chair Baumel asked if the applicant would like to add anything.

Mr. Cabrera stated his reasoning for doing this project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Rais asked regarding asking for the 10% opening.

Town Planner Frankel stated that usually you do not put windows on a garage. She stated it is facing the rear yard and spoke regarding the 10%.

Chair Baumel does not see the need for additional openings and explained what the applicant has and what he wants to do is bring the whole garage forward.

Board Member Lecour asked regarding the hedge along the side.

A motion was made by Board Member Rais to approve this application with staff recommendations along with the conditions provided by the Building Official, seconded by Board Member Edderai. The motion carried with a 4-0 vote.

601 88th Street Images.pdf

601 88th Street Agenda Packet.pdf

5.F 8951 Hawthorne Avenue - Garage Conversion and Wall Openings Changes - Town Planner Judith Frankel

Suggested Action:

Staff finds the application meets the Code requirements and recommends approval subject to design approval from the Planning and Zoning Board and the following conditions:

- Provide calculations showing a minimum of 35% pervious area for the property.
- Provide plans including any rooftop mechanical to ensure that the equipment is no higher than 6 feet from the roof plane, fully screened and not visible from the public right-of way.
- At the time of permitting, it shall be verified that the Finished Floor Area for the converted garage space is level with the remainder of the home.

Town Planner Frankel introduced the item and provided staff recommendations.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Lecour asked if there are landscaping requirements for garages. She suggested adding street trees. She also asked if they are changing the gravel.

Town Planner Frankel responded to Board Member Lecour's comments.

Gisel Hernandez, representing the applicant stated they can add the street trees and they are not making any changes to the gravel.

Town Planner Frankel stated the gravel has to be changed because it is not allowed.

Ms. Hernandez accepted the recommendations and stated that they will not be changing the air conditioning unit due to cost.

Building Official McGuinness provided his recommendations.

Board Member Lecour requested to bring the driveway and street trees up to code.

Town Planner Frankel explained to the applicant the requested recommendations.

Board Member Rais spoke regarding the changes to the openings.

Chair Baumel likes the addition and stated that home is challenging and with the pavers it will look very nice.

A motion was made by Board Member Lecour to approve this application with staff recommendations to include bringing up to code the driveway and the street trees, seconded by Board Member Edderai. The motion carried with a 4-0 vote.
8951 Hawthorne Images and Table
8951 Hawthorne Ave Agenda Packet.pdf

5.G 9433 Byron Avenue - New Two-Story Home - Town Planner Judith Frankel

Staff finds this application to meet Zoning Code subject to the following comments:

- ***Per Sec. 90-47.1,*** roof eaves and ornamental features may project not more than 24 inches into any required yard.
- ***Per Sec. 90-95 (3) d***, street trees are required. These may be close to the property line in the right-of-way area. The two silver buttonwood trees proposed for the front of home could be moved to the property line to satisfy this requirement.
- ***Per Sec. 90-97,*** a treed removed or relocated will require a tree removal permit from Miami-Dade County
- Grass/Turf species must be provided.

Town Attorney Recio advised the Board that this applicant did not meet notice requirements. They posted a notice on the property with the wrong meeting date and will have to renotice the property. He stated this item has to be deferred to the March 30, 2023 Planning and Zoning Board Meeting.

A motion was made by Board Member Edderai to defer this item to the March 30, 2023 Planning and Zoning Board Meeting, seconded by Board Member Lecour. The motion carried with a 4-0 vote.
9433 Byron Avenue Tables 1 2 and 3.pdf
9433 Byron Ave Agenda Packet.pdf

5.H 501 95th Street - New Two-Story Single-Family House - Judith Frankel, Town Planner

Suggested Action: Staff finds that this application generally complies with the Zoning Code. The Board must determine the appropriateness of the pool location and the fence design. Staff recommends approval subject to the following conditions:

- ***Per Sec. 90-56.4,*** All wall and fence surfaces above 2 feet must maintain a maximum opacity of 50%. The maximum height for a fence at this location is 4 feet high.
- ***Per Sec. 90-54.8***, All front yard swimming pools require approval by the Planning and Zoning Board.
- ***Per Ordinance No. 22-1729***, 40% of the required landscaping areas must be comprised of Florida Friendly Landscaping materials as determine by the University of Florida. Grass/Turf species must be also provided.
- ***Per Sec. 90-95 (3) d***, shade providing street trees are required. These may be close to the property line in the right-of-way area. The foxtail palms will not contribute to shade for pedestrians, so a different species would be more appropriate. The addition or relocation of at least two trees would satisfy this requirement.
- ***Per Sec. 90-97,*** a tree removed or relocated will require a tree removal permit from Miami-Dade County
- ***Per 90-47.3,*** pool equipment may not be located in the 5-foot North setback area. All mechanical equipment must be fully screened as to not be visible from the right-of-way.
- **Per Sec. 90-45,** Second floor setbacks must be verified. It appears that the setbacks on the north and south sides of the home are being met when the full buildable space is accounted for, due to the large setbacks on the front and rear of the property.

Town Planner Frankel introduced the item and provided staff recommendations.

Chair Baumel commented on the home sitting on an odd corner lot and it is important to identify this is on the circle with high traffic volume.

Building Official McGuinness provided his staff recommendations.

Iris Sklar representing the applicant provided a presentation of the project.

Chair Baumel opened the floor to public comments.

There were no public speakers.

Chair Baumel closed the floor to public comments.

Board Member Rais provided her comments on the project and home.

Board Member Lecour stated it is a nice and unique home. She spoke regarding the 95th Street frontage and asked if they can replicate the symmetry on the west side. She asked regarding the landscaping plan around the pool and recommended to have more of a greenscreen around the pool.

Mr. Sklar addressed the comments of the Board.

Chair Baumel likes the project and stated it is a good addition to the community. She stated that the fencing is very important and if it is 4 feet it has to be 50% opacity

and provided suggestions to the fence.

A motion was made by Board Member Lecour to approve this application with staff recommendations, seconded by Board Member Edderai. The motion carried with a 4-0 vote.
501 95th Street Tables and Images.pdf
501 95th Street Agenda Packet.pdf

6. Next Meeting Date

6.A Next Meeting Date: March 30, 2023 at 6:00 p.m. - Deputy Town Clerk Evelyn Herbello

Consensus was reached to hold the next meeting on March 30, 2023 at 6:00 p.m.

7. Discussion Items

7.A Front Yard Fences and Gates - Town Planner Judith Frankel

Suggested Action: Staff recommends that the Planning and Zoning Board provide direction on the qualification of Staff level approval for front yard fences and gates.

Town Planner Frankel introduced the item and these were discussed in the Joint Planning and Zoning Board Meeting with the Town Commission. She stated the suggestions they have discussed with the Town Attorney.

Town Planner Frankel spoke regarding front yard fences and gates and consensus at the joint meeting was to take front yard fences off Planning and Zoning and no longer need board approval for those. She is looking for direction as to what qualifying factors the board is looking for. She stated it could be materials and provided the comments that were made at that joint meeting.

Board Member Rais suggested not allowing the use of PVC because it looks very cheap. She also stated requesting some sort of decorative element on the gate or at the very least to have it stylistically matching the house.

Chair Baumel opened the floor to public comments.

The following individuals from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Board Member Rais does not want to end up with the most cheapest picket form fence in each house. She would suggest a decorative element on the gate.

Chair Baumel stated that this is to take it away from the Board.

Board Member Rais disagrees and believes it should stay with the Board.

Chair Baumel asked Board Member Rais if the gate they approved before was offensive.

Board Member Rais stated no but it was basic enough that was not contradicting.

Board Member Baumel addressed the comments made by Board Member Rais.

Board Member Edderai stated that at the meeting it was discussed that with the design review guidelines it will help them with what type of fences and gates they are allowed to use.

Board Member Lecour stated that they should encourage owners to be creative of their front façade and put forward some designs that are unique and pretty that can be used.

Town Attorney Recio suggested language to state that fences and gates would be permitted based on the design review guidelines and it will be done at the town planner level unless she does not feel it meets design guidelines or there are ambiguities or she cannot reach an agreement with the applicant then they can come before the board.

Board Member Edderai stated he believed that it was to not have it come before the board and stated what is being discussed is adding another layer to the same problem.

Town Attorney Recio stated that they could have a preapproved list that Town Planner Frankel could use. He provided scenarios.

Board Member Edderai stated that he agrees with having it go to the Town Planner and give the Town Planner the discretion to determine if it has to come before the Board.

Town Planner Frankel addressed the comments from the Board and is requesting clear guidelines and rules.

Town Planner Frankel stated this would be to add to the zoning code separate from DRG front yard fences and gates being allowed by right based on code, DRG and the design should be visually interesting unless putting it behind a hedge, set it back 24 inches to put hedge in front, be visually interesting being something more than horizontal or vertical, and it be based on the design of the house.

Town Attorney Recio stated they are moving away from this Board.

The Board reached consensus on recommending to the Town Commission to remove front yard fences and gates from this Board and give the approval to the Town Planner based on conforming with the design guidelines.
Appendix A: Code section on Front Yard Fences.docx

7.B Applicability of Planning and Zoning Board Review - Town Planner Judith Frankel

Based on the direction at the January 2023 Joint Planning and Zoning Board and Town Commission meeting, Town Staff recommends that he following permits be added to Zoning Code 90-19.7 list of exempt permits:

1. Rear-yard wall opening not visible from the public right-of-way
2. Change outs of building materials
3. Window Signs in the SD-B40 Zoning District
4. Awnings in the SD-B40 Zoning District
5. Rear yard pools
6. Rooftop mechanical and accompanying screens.
7. Carports
8. Front-yard fences and gates
9. Garage Conversions

Town Frankel introduced the item and provided examples. She spoke regarding what was added at the meeting.

Board Member Lecour spoke regarding the garage conversion that came before the board the last month where they did not want to add a window.

Town Planner Frankel stated that they can add it as a condition for garage conversions. She stated it needs to be consistent with the façade.

Chair Baumel opened the floor to public comments.

The following individual from the public spoke:
George Kousoulas

Chair Baumel closed the floor to public comments.

Board Member Lecour asked regarding the updating of the design review guidelines.

Town Planner Frankel stated that Marlin Engineering is working on it and she will find out when a draft will be available. She can have an update on it for the last meeting.

8. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Lecour to adjourn the meeting at 8:08 p.m., seconded by Board Member Edderai. The motion carried with a 4-0 vote.

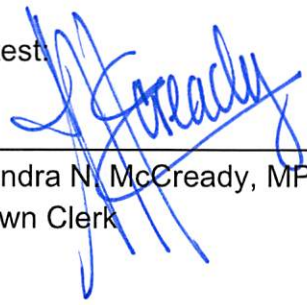
Respectfully Submitted,

Accepted this 30th day of March, 2023.

Carolyn Baumel

Carolyn Baumel, Chair

Attest:



Sandra N. McCready, MPA, MMC
Town Clerk

Town of Surfside
Charter Review Board
MINUTES
March 8, 2023
5:30 PM
Commission Chambers

1. **Call to Order**
   Vice Chair Swedroe called the meeting to order at 5:36 p.m.

2. **Roll Call of Members**
   Town Clerk McCready called the roll with the following members present:

   Present: Vice Chair Laurie Swedroe, Board Member Peter Zuckerman, and Board Member Ezequiel Singer.

   Absent: Chair Ben Jacobson and Board Member Ruben Bravo.

   Also Present: Commission Liaison Commissioner Marianne Meischeid, Commissioner Fred Landsman, Acting Town Manager Hector Gomez, Town Attorney Lillian Arango and Town Attorney Roger Pou.

3. **Public Comments**
   Vice Chair Swedroe opened the floor to public comments.

   The following individuals from the public spoke:
   George Kousoulas spoke regarding Article 4 and the portion that was repealed and what is the most efficient way to address those sections.
   Marisol Barriga-Krasner spoke regarding having this meeting video recorded and why there is no transparency.
   Victor May spoke regarding the salary of the elected officials.

   Vice Chair Swedroe closed the floor to public comments.

4. **Approval of Minutes**

   4A. February 22, 2023 Charter Review Board Meeting Minutes - Town Clerk Sandra McCready

A motion was made by Board Member Zuckerman to approve the February 22, 2023 Charter Review Board Meeting Minutes, seconded by Board Member Singer. The motion carried with a 3-0 vote.
February 22, 2023 Charter Review Board Meeting Minutes.pdf

5. Discussion Items

Town Attorney Arango provided an overview of tonight's meeting and articles that will be discussed.

5A. Article IV. - Annual Budget and Tax Levy

Vice Chair Swedroe asked if there were any comments on this section.

Board Member Zuckerman stated that everything in this section is repealed.

Town Attorney Arango provided a summary, an overview and history of this Article. She explained how this section was repealed and a lot of this is from the 1960s and those old charter provisions prior to the home rule act have been nullified and repealed. She stated a way of cleaning that section. She spoke regarding the budget adoption process which is set and preempted by Florida Statutes and the State of Florida. She spoke regarding Section 60 and how it appears inconsistent with state law. She addressed Section 70 and that is also preempted by the State and uniformed and controlled by the State which is applicable. She explained how some cities have cleaned up the inconsistencies. She stated that there could be a question to the voters as part of the charter reform. She stated that you will also need a text amendment showing what is being stricken and being amended.

Vice Chair Swedroe asked if there are historical documents and if other cities have done this.

Town Attorney Arango stated that other cities have done it and Surfside has not addressed those provisions that have to be repealed. She explained the process and stated it is not required to take the remedial action and continue referring to the references.

Vice Chair Swedroe stated it does seem very confusing and should be cleaned up.

Board Member Singer stated that they should make those revisions.

Board Member Zuckerman stated that they should make those revisions.

Town Attorney Arango stated that if any section is in violation of State law then the State law conforms.

Vice Chair Swedroe stated that they are recommending to the Commission to make these revisions to clean the charter.

Town Attorney Arango explained how they would go about making these changes.

Board Member Zuckerman asked if the information is found somewhere else.

Town Attorney Arango stated it is governed by the State and the County.

Acting Town Manager Gomez stated he invited Finance Director Javier Collazo to be here to answer any questions.

Board Member Singer asked if there is anything there that would help him and his department.

Finance Director Collazo stated that they do not use it because they have to follow State Statute.

Board Member Zuckerman stated that they should strike anything that is not being used.

Further discussion took place among the Board and staff regarding the confusion on this portion of the charter and the revisions that need to be made.

A motion was made by Board Member Zuckerman to remove all of out of date provisions repealed and nullified pursuant to Florida Statutes Section 166.021 and preempted by state law, seconded by Board Member Singer. The motion carried with a 3-0 vote.

Town Attorney Arango explained Article IV Section 69A, Resort Tax.

Board Member Singer asked if that section could be changed or repealed and if they leave that language is there a difference if the State removes that tax if they keep this section would it give them some form of protection.

Town Attorney Arango stated that is the language in that special act. She stated that the State would take control.

Board Member Zuckerman asked if this is something that would make sense to remove from the charter.

Town Attorney Arango stated that for this section you would need a specific ballot question.

Town Attorney Pou stated that would be besides those sections that have been repealed or superseded.

Board Member Zuckerman stated they should not touch or address this section. He asked if Section 68 has been repealed.

Town Attorney Arango explained Section 68 and all that is governed by State Statute.

Consensus was reached to move on and make no changes to Section 69A.

Vice Chair Swedroe asked regarding Section 44 and it has been repealed but wanted to bring up the language.

Discussion took place among the Board members regarding the next meeting and who would be available.

Board Member Zuckerman stated he is not available for the March 22nd meeting.
ARTICLE_IV.___ANNUAL_BUDGET_AND_TAX_LEVY.docx

6. Old Business/ Information Requested

6A. 2018 Compensation Report by the Miami-Dade Commission on Ethics - Requested by Board

For the Board's review and consideration.

Town Attorney Arango explained that the Miami Dade Commission on Ethics in 2018 did their own report and the second one is from the Florida League of Cities from 2019.

Town Clerk McCready stated that the grid is from the State of Florida and it is up to the municipality to respond to the survey.

Board Member Singer asked what took place at the last meeting.

Town Attorney Arango provided historical information and that in 2022 there was a proposal to compensate the elected officials and that was not approved.

Board Member Zuckerman stated this is something that was just voted down before and believes this should be tabled until they have a full board present. He stated he does believe the commissioners should be compensated but believes it should be up to the voters.

Vice Chair Swedroe stated that she prefers it to be someone volunteering and putting their effort.

Board Member Zuckerman asked if they get any health insurance paid or soft benefits or perks.

Town Attorney Arango stated that there are some municipalities that pay for health insurance for the elected officials and it was part of the 2022 ballot question.

Town Clerk McCready read the 2022 ballot question regarding salary and health insurance for the elected officials.

Board Member Singer stated now he is more educated and looking at that most of the Town's pay their elected officials.

Town Attorney Arango stated that most municipalities give some sort of compensation to the Commission.

Board Member Zuckerman suggested to pay the elected officials $1,000 a month and health care for up to 4 family members.

Town Attorney Pou explained what happened at the last meeting which will be a recap.

Town Attorney Arango stated that the City of Coral Gables has the compensation and salary of the elected officials done by ordinance and it is not in the charter. She stated that could be an option as well.

Town Attorney Pou suggested an idea of having a unanimous vote of the commission as a voting requirement for the ordinance.

Board Member Zuckerman asked if there is a way of getting the pros and cons of it being an ordinance.

Town Attorney Arango stated that with super majority it has to be 4 out of the 5 votes of the commission.

A motion was made by Board Member Zuckerman to pay the Commissioners and Mayor $1,000 a month plus their individual health insurance consistent with the Town's group plan as provided to general employees, seconded by Board Member Singer. The motion carried with a 3-0 vote.

Acting Town Manager Gomez spoke regarding the group packaging of the health insurance they currently have and explained the amount the employee pays depending on how many dependents.

Town Clerk McCready explained the two different healthcare plans the Town provides.

Compensation_report_1-18.pdf

FY 2019 FLC Elected Official Salary.pdf

6B. Section 4, Article I, of Charter - Requested by Board

For the Board's review and consideration.

Vice Chair Swedroe spoke regarding the recommendation on the proposed language.

Board Member Zuckerman thanked Mr. George Kousoulas and stated that he cleaned up the language and asked if the measurement is from the crown of the road or the design flood elevation.

Vice Chair Swedroe stated they are not bringing all that language because it is confusing.

Commission Liaison Commissioner Meischeid read into the record the handout Mr. Kousoulas provided to the Board.

Board Member Zuckerman stated that what he wrote made sense but he thought they were adjusting the homes to a different metrics.

Board Member Singer explained the difference and the changes they would like to suggest which is measuring from the crown of the road.

Further discussion took place among the Board Members regarding where the measurement should should be from; the elevation required, having more understories where you can build your home higher as well as the height of the homes not exceeding 35 feet from the crown of the road.

Acting Town Manager Gomez stated that base line elevation is set by FEMA and explained the different forms of measurement. He provided suggestions to the Board. He addressed the comments made by the Board.

Board Member Singer says his concern is measuring from the crown of the road.

Town Attorney Arango explained that what Mr. Kousoulas stated in his language regarding west of Collins is what is currently in the code.

Mr. Kousoulas explained what the language states.

Board Member Zuckerman stated his intent is to incentivize in order for the Commission to encourage residents to build understories.

Mr. Kousoulas stated that the understories exist right now.

Board Member Singer stated that the zoning code is independent from the charter.

Town Attorney Arango stated that there is a way of describing geographically the area between Harding Avenue and Collins Avenue and the existing language ties to the 2004 zoning code and the comprehensive plan which is what is in place now.

Vice Chair Swedroe stated that they suggested removing the language of the comprehensive plan because it was from 2004 and it became confusing.

Board Member Singer stated the charter should be clean and independent from the zoning code and not reference to it.

After a lengthy discussion by the Board and staff regarding the language of the height, zoning areas, understories, measurement and elevation, the following motion was made.

A motion was made by Vice Chair Swedroe to propose the language provided by George Kousoulas for Article 1, Section 4 stating changing a section of the language from crown of road to Design Flood Elevation and Florida Department of Environmental Protection most recent report for all properties east of Collins Avenue; the new proposed language will read as follows: "The height of buildings within the Town of Surfside shall not exceed 30 feet for any property west of Harding Avenue,

40 feet for any property in the H40 and SD-B40 zones, and 120 feet for properties east of Collins Avenue. Height shall be measured from the Design Flood Elevation (DFE) for all all properties west of Collins Avenue, and from the wave crest elevation as determined by the Florida Department of Environmental Protection's most recent report for all properties east of Collins Avenue. Density of properties shall be derived from the acreage within the lot lines of a lot, except that for properties east of Collins Avenue acreage shall be limited to the area bounded by the north, south and west lot lines and the bulkhead line on the east", seconded by Board Member Zuckerman. The motion carried with a 3-0 vote.
Charter Language.docx

7. Future Meetings

7A. Future Meetings Schedule

Discussion took place regarding the future meetings scheduled.

Next Meeting will be March 22, 2023.

Board Member Zuckerman will not be in attendance at the March 22, 2023 meeting.

Consensus was reached to have the next meeting on March 22, 2023.
Charter Review Board Schedule.docx

8. Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Zuckerman to adjourn the meeting at 7:03 p.m., seconded by Board Member Singer. The motion carried with a 3-0 vote.

Respectfully submitted,

Accepted this 22nd day of March, 2023.

Attest:

Ben Jacobson, Chair

Attest:

Sandra N. McCready, MMC

Town of Surfside
Tourist Board
MINUTES
March 13, 2023
5:30 PM
Town Commission Chambers

1. **Call to Order/Roll Call**
   Chair Tourgeman called the meeting to order at 5:40 p.m.

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

   Present: Chair Eli Tourgeman, Board Member Ezequiel Singer and Board Member Lisa Herman.

   Absent: Vice Chair Ben Jacobson, Board Member Diana Gonzalez and Acting Town Manager Hector Gomez.

   Also Present: Commission Liaison Mayor Shlomo Danzinger, Town Attorney Daniela Cimo, and Tourism and Communications Director Frank Trigueros.

2. **Town Commission Liaison Report**
   Commission Liaison Mayor Danzinger provided his Commission Liaison Report. He stated they received a complaint from a resident regarding the music on the beach event. He spoke regarding bringing back the rock and roll music on the beach.

   Chair Tourgeman spoke about the different events.

   Board Member Herman asked if the Town is working with Bal Harbour regarding the 96th Street project.

   Mayor Danzinger addressed the comment made and explained the project and stated that the project changed as well as the funding request which was not what was discussed previously.

3. **Agenda and Order of Business**
   Chair Tourgeman acknowledged Cindy Reyes from the Tourism and Communications Department, Town Attorney Daniel Cimo and Deputy Town Clerk Evelyn Herbello.

A motion was made by Chair Tourgeman to move item 8 (Public Comments) to be heard before item 6A (Discretionary Fund, Electrical Outlet for 93rd Street), seconded by Board Member Herman. The motion carried with a 3-0 vote.

4. Approval of Minutes

4.A February 6, 2023 Tourist Board Meeting Minutes - Deputy Town Clerk Evelyn Herbello

A motion was made by Board Member Herman to approve the February 6, 2023 Tourist Board Meeting Minutes, seconded by Board Member Singer. The motion carried with a 3-0 vote.
February 6, 2023 Tourist Board Meeting Minutes.pdf

5. Resort Tax Collection and Vacancies Report

5.A Resort Tax Collection and Vacancies Report

Tourism and Communications Director Trigueros provided an overview of the Resort Tax and Vacancies Report. He spoke regarding the decrease that was expected and they are not too alarming. He spoke regarding highlighting some of the businesses and this month is Women's Month and they featured one of the boutiques on Harding Avenue. He stated that they will keep an eye out on those numbers.
March Vacancies and Resort Tax Report.pdf

6. Discussion Items

6.A Discretionary Fund, Electrical Outlet for 93rd Street - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros provided an overview of the item. He stated that Public Works has installed new outlets in order to hold as many events as possible without any issues. He stated that it worked out for Surfside Under the Stars.

Board Member Singer asked if there are going to be any other things that will be coming up.

Tourism and Communications Director Trigueros spoke regarding another possible visual component.

Board Member Singer asked if they could bring something new to the next event.

6.B Discretionary Funds Approved at the February 6, 2023 Tourist Board Meeting - Chair Eli Tourgeman - Chair Eli Tourgeman

Chair Tourgeman introduced the item. He stated that he was not at the other meeting and spoke regarding what was approved at the last meeting. He stated that it should

be a shared responsibility among Tourism and Communications Director Trigueros and the Chair or Vice Chair. He stated it should be a balance.

Board Member Singer stated it sounds reasonable and the idea was ideally for expedition, and it was not for large scale things. He stated that $25,000 for major things should be reviewed by the Board.

Board Member Herman stated if it would be small items, she does not think it should come back to the Board.

Chair Tourgeman stated it could be large or small but thinks it would be appropriate to have the Board review the purchase. He stated that it may be large amounts and he believes it would be better to share the burden with the Board. He asked for a motion from the prevailing side to amend the previous motion made at the last meeting.

A motion was made by Board Member Singer to amend the discretionary funds approved at the February 6, 2023 meeting to have moving forward any expenses be reviewed and approved by the Chair of the Board or in his absence by the Vice Chair of the Board, seconded by Chair Tourgeman. The motion carried with a 2-1 vote with Board Member Herman voting in opposition.

6.C Discussion On The Additional Funds for Food and Drinks at Events that was approved at the February 6, 2023 Tourist Board Meeting - Chair Eli Tourgeman - Chair Eli Tourgeman

Chair Tourgeman introduced the item. He stated that he was not at the other meeting and spoke regarding what was approved at the last meeting. He stated that this was for food and drinks.

Tourism and Communications Director Trigueros stated this would expire tomorrow unless they want to extend it to this Thursday.

Board Member Singer asked if the extra funds were used.

Tourism and Communications Director Trigueros stated that Sara Liss and Alan Andai used all the funds.

Alan Andai, Third Thursdays stated that they used $2,000 for the Third Thursdays and the $500 for the beach event. He stated that they are seeing double the occupancy and doubling the food. He stated that the funds were fully utilized.

Chair Tourgeman stated that for years they never provided food at the events. He stated that in the past boards it would be a good idea to have food at these events. He spoke regarding bringing food trucks like they did at past events. He stated that these programs are basically made to promote tourism and in conjunction they have opened it up to everybody. He stated that if they are only coming for the food that is not the purpose of the event. He stated his concern is that when these programs were set, they have allocated in their budget food and we in turn have decided to help their food budget by increasing dollars for them to provide more food.

Board Member Herman stated that she tries to go to every event and believes that people are very happy, and they appreciate the food.

Chair Tourgeman is not in agreement with supplementing the food that the vendors provide.

Tourism and Communications Director Trigueros stated that the budget was increased to make them more similar to the parks events like the Winter Wonderland where food is complimentary, essentially making it another service provided.

Chair Tourgeman stated the purpose is not to have food from beginning to end.

Board Member Singer stated that before discussing the budget, the importance is what type of data is being used to push this forward and what percentage of tourists are we servicing.

Board Member Herman asked if they extend it will it be for this Third Thursday.

Mr. Andai spoke regarding the food truck debate and the idea was to get restaurants to participate. He explained what he did in the past as it relates to food.

A motion was made by Board Member Herman to extend up to $2,500 for the next event. The motion died for lack of a second.

Board Member Singer suggested having 3 more events instead of amending the events.

Consensus was reached to put this on the next agenda for a full board to discuss.

6.D Ballyhoo Media Floating Screen Events - Tourism and Communications Director Frank Trigueros

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

Helen Roldan, Ballyhoo Media Floating provided an overview of the item and presentation.

Chair Tourgeman asked about the departure location for the tours.

Ms. Roldan addressed the comment made and spoke regarding extending their route up the coast to the Surfside area.

Chair Tourgeman asked if she had heard of the Plastic Fisherman. He explained that part of the Board's mission is bringing awareness to different causes, and Plastic Fisherman is a local environmentalist that may align well with their capabilities.

Tourism and Communications Director Trigueros suggested potentially partnering and doing a combined event.

Ms. Roldan spoke how their cleanup events take place and partnerships. She continued with the presentation.

Mayor Danzinger stated that there are so many applications that could be used and our biggest asset is the beach. He stated there would be a lot of opportunities for this.

Board Member Singer asked what would be the environmental portion and impact of this.

Ms. Roldan addressed the comments made and what is covered and what would be at an additional cost.

Board Member Herman stated that it would be a great compliment to music on the beach to have movie on the beach.

Ms. Roldan addressed the comments made and the issue would be that they could not anchor but she would not recommend it for movie but for an art exhibit, or other content you can rotate through.

Chair Tourgeman asked what the downside would be, and he could not find one and asked what she needs from them.

Ms. Roldan answered the question from Chair Tourgeman and she could work with Tourism and Communications Director Trigueros.

Tourism and Communications Director Trigueros addressed the advertising opportunity available for small businesses.

Chair Tourgeman asked who would be vetting the potential opportunities for our local businesses.

Tourism and Communications Director Trigueros stated that they have to come up with a system because they could not offer it to everyone.

Further discussion took place among the Board Members, Ms. Roldan and staff regarding the specifics of the partnership, how many slides and what would be provided.

A motion was made by Board Member Herman to approve Ballyhoo Media Floating as a partner and have Tourism and Communications Director Trigueros to work directly with Ballyhoo Media and bring it back to the Board at a future meeting, seconded by Board Member Singer. The motion carried with a 3-0 vote.
Ballyhoo Media, Town of Surfside.pdf

6.E Budget Updates - New Website, Tradeshows, PR Support - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros provided an overview of the item and update to let them know where some funding is available.

A motion was made by Board Member Herman to take a 5 minute recess at 6:41 p.m., seconded by Board Member Singer. The motion carried with a 3-0 vote.

Meeting resumed at 6:51 p.m.

Tourism and Communications Director Trigueros continued the presentation and went through the line items that still have funding available. He stated that Communications is currently enhancing and updating the Town's website which should result in a nice improvement without having to spend the $57,000 previously allocated for a tourism website.

Chair Tourgeman asked regarding the PR Support and what the results were like for Paddletopia.

Tourism and Communications Director Trigueros gave a brief summary of the results and $44,000 worth of coverage secured.

Board Member Herman spoke regarding the other platforms.

6.F Surfside, Florida T-Shirts for Sale - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros provided an overview of the item and put the design on the screen.

Chair Tourgeman stated that there are many that attend the events and ask about where they can get a t-shirt that says Surfside. He stated he came up with an idea for a Surfside t-shirt that is accessible for purchase at all the events and wanted the Board's input on the design.

Board Member Singer asked what the logistics were in the past when it was done.

Chair Tourgeman stated that the difference between the t-shirts in the past is that they were made for each specific event. He stated that this is even better because it opens it up for any event. His idea is to sell it for $10.00 not give it for free.

Board Member Singer still does not understand the logistics and who will be in charge of selling it, taking it to the event and who takes the money and what account does the money go into.

Chair Tourgeman stated that the Town deposits it and goes into the Tourist Fund.

Town Attorney Cimo stated that the Town would have to come up with a process and mechanism.

Tourism and Communications Director Trigueros spoke about how they charged attendees for Bootcamp and Brews in 2019.

Further discussion took place among the Board Members and staff regarding the

challenges presented in selling the t-shirts and what was done in the past.

Chair Tourgeman stated there needs to be interest.

Mayor Danzinger suggested reaching out to CVS or Publix to see if that is something that they might be interested in and they can sell it for the Town.

Tourism and Communications Director Trigueros stated that they both sell Miami Beach merchandise and it is a great idea.

Board Member Herman would like to know the cost for front and have something else on the back.

Tourism and Communications Director Trigueros stated he can explore that.

Consensus was reached by the Board to have Tourism and Communications Director Trigueros pursue the idea and possible partnership.
Surfside Florida T.png

6.G GMCVB Luxury Advertising Program - Tourism and Communications Director Frank Trigueros

The Greater Miami Convention & Visitors Bureau (GMCVB) is the primary destination marketing organization for Miami-Dade County. In recent years, their sales and advertising team launched a targeted luxury campaign with the Village of Bal Harbour and Sunny Isles Beach to highlight these unique areas within Greater Miami. Given its affluent demographics and because of the historic Five-Star offerings of The Surf Club, the GMCVB would like to incorporate the Town of Surfside in their 2023 program.

The Town of Surfside and Sunny Isles would contribute $25,000 towards the media buy, which would be deployed in the spring, while Bal Harbour would invest $75,000. The GMCVB would match Bal Harbour's contribution for another $75,000. The combined total will enable the GMCVB to design a media package that will target key visitor demographics. Included would be a variety of platforms such as paid social media, GlassView, Food & Wine, FlightAware, Travel & Leisure and more.

The Tourist Board currently has $22,577 available for advertising. The additional $2,423 could be funded from one of the line items with available funds previously discussed: tourism website, PR support and tradeshows.

(from GMCVB)

Business Goal:
To drive engagement and brand awareness to one of a kind, premium experiences that showcase the expected and unexpected luxury elements that make our destination unique.

Audience/Segments
Travelers 35-55+, affluent, families & couples, empty-nesters, older millennials.

Domestic & Int'l Travelers who are looking for a luxury travel destination to relax, unwind and experience an upscale Miami.

Key Markets (All partners)
Domestic Markets:
New York
Dallas
Boston
Philadelphia

International Markets:
Argentina
Brazil
Mexico
UK

Please refer to the 2022 Luxury Campaign Attachment for more information and a recap of their efforts last year.

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

Chair Tourgeman asked regarding the funding available for advertising and the increase needed. He asked if the amount was for all advertising.

Tourism and Communications Director Trigueros stated that when budgeting for advertising, his intention was to partner with GMCVB for this program.

Chair Tourgeman spoke regarding the funding providing more exposure.

Board Member Herman is interested and asked why Bal Harbour.

Tourism and Communications Director Trigueros stated that the GMCVB designed this program for the northern beach communities because they have high-end properties and attract luxury travelers.

Board Member Singer asked if this is digital and if it could be measured to determine if it is working out. He is supportive but would like to be able to measure the performance and how this investment is working and does it have a landing page.

Chair Tourgeman spoke regarding exploring the idea of approving $22,000 to not miss the deadline.

A motion was made by Board Member Singer to approve GMCVB Campaign with the condition that they will have a landing page ready, add web analytics tax to the landing page, include a budget of $25,000 and it should come from PR Support, seconded by Board Member Herman. The motion carried with a 3-0 vote.
GMCVB 2022 Luxury Campaign.pdf

6.H Genre Options, May Music on the Beach - Tourism and Communications Director Frank Trigueros

During the February 6 meeting, the Board voted to have staff work with Beachside Events LLC to schedule a May Music on the Beach performance and come back with genre options. Sunday, May 21st has been selected as the performance date. The following genres which have not been previously performed this season are available to select from:

- Top 40 covers
- Smooth jazz
- Reggae
- Hebrew music covers

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

Alan Andai introduced the item and discussed the genres and which ones they would like.

Board Member Herman stated that she heard very good feedback after yesterday's Rock and Roll performance.

Consensus was reached to move forward with another Rock and Roll concert.

Mayor Danzinger spoke regarding the time adding 4:00 p.m. is a difficult time and proposed to push it off a couple of hours to the evening and to try to attract more people.

Tourism and Communications Director Trigueros stated that the problem with the evening is the breakdown at night and the turtle lighting.

Mr. Andai stated that due to day-light savings time, the event was moved up from its original time slot last year and if pushed back, they would have to bring stage and lighting and that would cost more.

Mr. Andai stated they could go back to 5:00 to 6:00 p.m.

Further discussion took place among the Board Members, staff, Mr. Andai and Mayor Danzinger regarding the time of the event and possibly moving it to 96th Street and promotion of the event.

Consensus was reached to move the event to 96th Street and moving the time to 5:00 p.m. to 6:00 p.m. for April and May with Board Member Herman voting in opposition to the time change.

6.I **Classic Car show Event Recap** - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros provided a recap of the item.

Alan Andai provided a recap presentation of the Classic Car Show.

Chair Tourgeman stated it was a good event and plenty of participation.

Tourism and Communications Director Trigueros stated that they got really great content and photos to use to promote next year's event.

6.J Surfside Letters Display - Tourism and Communications Director Frank Trigueros

Tourism and Communications Director Trigueros provided an overview of the item highlighting other destinations that have similar displays in a presentation.

Chair Tourgeman stated this is to attract the tourist just like they take pictures with the turtles.

Board Member Singer stated that the proposed location on the corner of the Community Center would not work as tourists would not stop by and take a picture off of Collins Avenue because of the traffic. He stated that he does not think tourist will walk to the Community Center. He suggested asking Grand Beach Hotel to place it in their entrance of the beach.

Chair Tourgeman disagrees and stated that you will be amazed with the amount of tourists that go to the Community Center.

Tourism and Communications Director Trigueros added that the Collins Avenue location would not work anyway as the building behind it would soon be demolished and construction of a new building would likely last several years.

Consensus was reached by the Board to continue exploring the location, pricing, materials and options of the letters.

7. Board Member Comments

8. Public Comments

Chair Tourgeman opened public comment.

The following individual from the public spoke:

Brian Bay spoke regarding the Pride Flag event and when it would be taking place as well as inviting the senator for this area to the event as well as wrapping a police vehicle to represent the event.

Chair Tourgeman closed public comment.

9. Next Meeting

9.A Next Meeting: April 3, 2023 - Deputy Town Clerk Evelyn Herbello

Consensus was reached to hold the next meeting on April 3, 2023.

10. Adjournment

There being no further business to conduct before the Board, a motion was made by Board Member Herman to adjourn the meeting at 7:50 p.m., seconded by Board Member Singer. The motion carried with a 3-0 vote.

Respectfully submitted,

Accepted this 3rd day of April, 2023.

Eli Tourgeman, Chair

Attest:

Evelyn Herbello, CMC
Deputy Town Clerk

MEMORANDUM

ITEM NO. 3C.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Arbor Day Proclamation/Resolution Approval**

For the Town Commission to proclaim April 23, 2023, Arbor Day and to adopt the resolution.

The Tree City USA program has been greening up cities and towns across America since 1976. For five consecutive years, the Town of Surfside has been honored by the Arbor Day Foundation and recognized as a TREE CITY USA. The designation shows the Town's commitment in managing trees on public land and increasing the importance tree canopy. In an effort to continue to the tradition, the Town is recommending that April 29, 2023 be designated as Arbor Day in the Town of Surfside.

Proclamation Certificate Coins and Key to the Town Request Form 2023.doc

Resolution Arbor Day 2023.DOC

TOWN OF SURFSIDE

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

OFFICE OF THE TOWN CLERK

Request for: Proclamation __x_ **Certificate** ____ **Key** ____ **Brick** ____ *(check one)*

Date of Request: ___March 20, 2023_____

Name of Requestor: Public Works Department_____

Organization: _____

Address: _9293 Harding Avenue Surfside, FL. 33154 _____

Phone / E-Mail: _fduval@townofsurfsidefl.gov_____

Name of Individual / Organization to be honored:

_____

Title for Proclamation or Certificate:

__Arbor Day_____

Date of Recognition: April 29, 2023_____

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

_Annual Tree-City Re-Certification_____

Document is to be*:*

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

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes_____ No_____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE'S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAIMING APRIL 29, 2023 IN THE TOWN OF SURFSIDE AS "ARBOR DAY"; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, as trees grow, they help stop climate change by removing carbon dioxide from the air, storing carbon in the trees and soil, and releasing oxygen into the atmosphere; and

WHEREAS, trees in our town increase property values, enhance the economic vitality of the business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town Commission of the Town of Surfside hereby proclaims April 29, 2023 as "Arbor Day;" and

WHEREAS, the Town Commission urges all citizens to celebrate Arbor Day and the importance of trees, and to support efforts to protect our trees and natural habitats; and

WHEREAS, the Town Commission urges all citizens to plant trees to promote the well-being of this and future generations; 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 and foregoing are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization. The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement this Resolution to proclaim April 29, 2023 as "Arbor Day" in the Town of Surfside.

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman ____
Commissioner Marianne Meischeid ____
Commissioner Nelly Velasquez ____

Vice Mayor Jeff Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra Novoa, 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

MEMORANDUM

ITEM NO. 3D.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **A Resolution of the Town Commission of the Town of Surfside, Florida, Approving a Fiscal Year 2023 Police Forfeiture Fund Expenditure for Police Gym Equipment**

Town Administration recommends the Town Commission approve the use of Forfeiture Funds in the amount of $36,283.95 for the purchase of new gym equipment.

Section 881(e)(3) of Title 21, United States Code and Florida Statute 932.7055, define the purpose and procedures for appropriation of funds from the Police Forfeiture Fund. Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives.

The total remaining balance in the forfeiture fund is $127,024.00 in the adopted FY 2022-2023 budget. The total projected expenditure of $36,283.95 will be derived from the State of Florida Police Forfeiture Fund.

Staff recommends the Town Commission approve the use of $36,283,95 from the Police Forfeiture Fund to support the purchase of equipment to outfit the new gym for all town employees.

Resolution Approving Police Forfeiture Funds 2023.DOCX

RESOLUTION NO. 2023 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FISCAL YEAR 2023 POLICE FORFEITURE FUND EXPENDITURE FOR POLICE GYM EQUIPMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21, United States Code, and Section 932.7055, Florida Statutes, define the purpose and procedures for appropriation of funds from the Town of Surfside (the "Town") Police Forfeiture Fund; and

WHEREAS, forfeiture funds may be used for law enforcement purposes only, including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives (collectively, the "Forfeiture Initiatives"); and

WHEREAS, the Town's Chief of Police has determined that the appropriation and expenditure of forfeiture funds is necessary to support Forfeiture Initiatives and in support of expenditures that have been budgeted for Fiscal Year 2023; and

WHEREAS, the Town's Fiscal Year 2023 budget anticipates use of forfeiture funds to support the purchase of new police gym equipment, which will be used to outfit the new gym for the Police Department and all town employees; and

WHEREAS, the Town Commission wishes to approve the use and expenditure of $36,283.95 of forfeiture funds to support the Forfeiture Initiative as set forth in Attachment "A" attached hereto; and

WHEREAS, forfeiture funds are available in the State of Florida Forfeiture Account within the Town's Police Forfeiture Fund; and

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

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

Section 1. Approval of Police Forfeiture Fund Expenditure. The Town Commission hereby approves a Police Forfeiture Fund expenditure for Fiscal Year 2023 in the amount of $36,283.95 to support Forfeiture Initiatives, as set forth in Attachment "A" attached hereto.

Section 2. Authorization. The Town Commission hereby authorizes the Town Manager and Chief of Police to execute any purchase orders or required documentation for the expenditure described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

Section 3. Effective Date. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Vazquez _____
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

ATTACHMENT "A"

CERTIFICATE OF CHIEF OF POLICE

I, **JOHN HEALEY, Chief of Police of the Town of Surfside,** do hereby certify the following expenditure for **$36,283.95** from the State of Florida Forfeiture Account within the Town of Surfside Police Forfeiture Fund for the 2023 Fiscal Year budget complies with the provisions of Section 881(e)(3) of Title 21, United States Code and §932.7055, Fla. Statute.

_____
John Healey
Chief of Police

_____
Date

MEMORANDUM

ITEM NO. 3E.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Authorization to Purchase Through Piggyback from Alliance Matrix National Purchase Agreement Police Gym Equipment.**

Town Administration recommends the Town Commission approve the use of Forfeiture Funds in the amount of $36,283.95 for the purchase of new gym equipment through Alliance Matrix National Cooperate Purchasing Agreement contract provided in Exhibit A.

Section 881(e)(3) of Title 21, United States Code and Florida Statute 932.7055, define the purpose and procedures for appropriation of funds from the Police Forfeiture Fund. Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives.

In 2022, the Town Administration converted the second-floor gym to additional office space. As part of the closure of the gym, the equipment that was donated by the Bal Harbour Police Department was auctioned and the money received was returned to the Town of Bal Harbour. A gym is an intricate part of the daily fitness for town employees such as Lifeguards and Police Officers. Studies have shown that police officers must be prepared for a wide variety of tasks at moment's notice. When a situation requiring escalation in use of force arises, an officer's fitness or lack thereof may impact the level of force utilized. The decision was made to move the gym to the police department garage and begin the process of remodeling the facility to convert it to a state-of-the-art fitness center to allow all town employees to use on a daily basis. As part of the remodeling process the town will purchase new equipment for the fitness center that will be available for all Town of Surfside Employees. Cost for new gym equipment i s $36,283.95 as shown in Exhibit B and C. Exhibit C - "Gym Equipment Quote Rogue Fitness", is not part of the Alliance Matrix National Cooperate Purchasing Agreement Contract but vendor honored a more competitive rate for purchase.

The total remaining balance in the forfeiture fund is $127,024.00 in the adopted FY 2022-2023 budget. The total projected expenditure of $36,283.95 will be derived from the State of Florida Police Forfeiture Fund.

Town Administration is seeking Town Commission approval for the expenditure of $36,283,95 with Alliance Matrix Fitness pursuant section 3-13 of Town Code as the purchase is being made through a piggyback of current Equipment National Cooperative Purchasing Alliance Matrix Fitness Contract.

The Rogue Fitness Equipment is being purchased pursuant to Section 3-13(7)(k) of the Town Code.

Resolution Approving the Purchase of Fitness Equipment.DOCX

Exhibit A - Gym Equipment National Cooperative Purchasing Alliance Matrix Fitness Contract

Exhibit B - Gym Equipment Matrix Fitness Quote

Exhibit C - Gym Equipment Quote Rogue Fitness

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT WITH JOHNSON HEALTH TECH NORTH AMERICA INC. D/B/A MATRIX FITNESS FOR THE NEW POLICE GYM AND TRAINNG FACILITY UTILIZING THE TERMS AND CONDITIONS OF THE NATIONAL CO-OPERATIVE PURCHASING ALLIANCE CONTRACT NO. 08-23 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; APPROVING AND AUTHORIZING THE PURCHASE OF ROGUE GYM EQUIPMENT FROM COULTER VENTURES, LLC D/B/A ROGUE FITNESS PURSUANT TO SECTION 3-13(7)(K) OF THE TOWN CODE; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND 3-13(7)(K) OF THE TOWN CODE; AUTHORIZING EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") seeks to purchase and install new gym equipment for the new Police gym and training facility (the "Project"); and

WHEREAS, the National Cooperative Purchasing Alliance ("NCPA") is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states; and

WHEREAS, on June 11, 2019, Region 14 Education Service Center (the "Lead Agency") on behalf of NCPA and all public agencies in all 50 states, issued RFP No. 19-19 for Athletic Supplies and Equipment; and

WHEREAS, on August 19, 2019, the Lead Agency competitively awarded Johnson Health Tech North America Inc. d/b/a Matrix Fitness ("Matrix Fitness") a contract for Athletic Supplies and Equipment under NCPA Contract No. 08-23 (the "NCPA Contract"), attached hereto as Exhibit "A"; and

WHEREAS, Matrix Fitness has provided the Town with a quote for gym equipment (the "Matrix Equipment") attached hereto as Exhibit "B" in the amount of $29,582.00 based on the terms, conditions, and pricing of the NCPA Contract; and

WHEREAS, Section 3-13(3) of the Town Code 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, in accordance with Section 3-13(3) of the Town's Code, the Town Commission seeks to authorize the Town Manager to purchase the Matrix Equipment in an amount not to exceed $29,582.00; and

WHEREAS, the Town also seeks to purchase additional gym equipment from Coulter Ventures, LLC d/b/a Rogue Fitness for the Project, pursuant to the quote attached hereto as Exhibit "C" for the additional gym equipment in an amount not to exceed $6,701.95 (the "Rogue Equipment); and

WHEREAS, pursuant to Section 3-13(7)(k) of the Town's Code, purchase of parts and supplies required for town operations and administration, including, but not limited to, police or public safety-related supplies and equipment, are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve and authorize the Town Manager to purchase the Rogue Equipment for the Project on behalf of the Town in an amount of $6,701.95, in accordance with the quote attached hereto as Exhibit "C"; and

WHEREAS, the total cost of all purchases of equipment and installation for the Project is $36,283.95; and

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

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

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

Section 2. Approval and Authorization of Purchase of Matrix Equipment. The Town Commission hereby approves and authorizes the purchase and expenditure of funds for the Matrix Equipment for the Project in an amount not to exceed $29,582.00 pursuant to Section 3-13(3) of the Town Code, consistent with the terms, conditions, and pricing of the NCPA Contract, and the quote attached hereto as Exhibit "B".

Section 3. Approval and Authorization of Purchase of Rogue Equipment from Rogue Fitness. The Town Commission hereby approves and authorizes the purchase and expenditure of funds for the Rogue Equipment from Rogue Fitness in an amount not to exceed $6,701.95, in accordance with the quote attached hereto as Exhibit "C".

Section 4. Exemption from Competitive Bidding. The Town Commission finds that the purchase of the Matrix Equipment based on the terms and conditions of the NCPA Contract with Matrix Fitness for the Project is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code. The Town Commission further finds that the purchase of the Rogue Equipment from Rogue Fitness is exempt from competitive bidding pursuant to Section 3-13(7)(k) of the Town Code.

Section 5. **Implementation.** That the Town Commission hereby authorizes the Town Manager to execute any purchase orders or required agreements or documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of April, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

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

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

MATRIX

FITNESS EQUIPMENT PROPOSAL

RFP NUMBER
19-19

PROPOSAL DUE DATE
JULY 23, 2019

PREPARED EXCLUSIVELY FOR
REGION 14 EDUCATION SERVICE CENTER

&

NCPA
National Cooperative Purchasing Alliance

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TAB 1 – MASTER AGREEMENT / SIGNATURE FORM

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

– Customer Support
- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

– Disclosures
- Respondent affirms that he/she 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 contract.
- The respondent 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 contract.

– Renewal of Contract
- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

– Funding Out Clause
- Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

– Shipments (if applicable)
- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

– Tax Exempt Status
- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

– Payments
- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

– Adding authorized distributors/dealers
- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

– Pricing
- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

– Warranty
- Proposals should address each of the following:
  - § Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - § Availability of replacement parts
  - § Life expectancy of equipment under normal use
  - § Detailed information as to proposed return policy on all equipment

– Indemnity
- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

– Franchise Tax
- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

– Supplemental Agreements
- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

– Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

– Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

– Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - § Name, address and telephone number of protester
  - § Original signature of protester or its representative
  - § Identification of the solicitation by RFP number
  - § Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

– 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.

TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

– Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

– Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

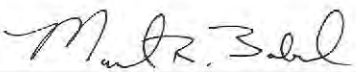
– Open Records Policy

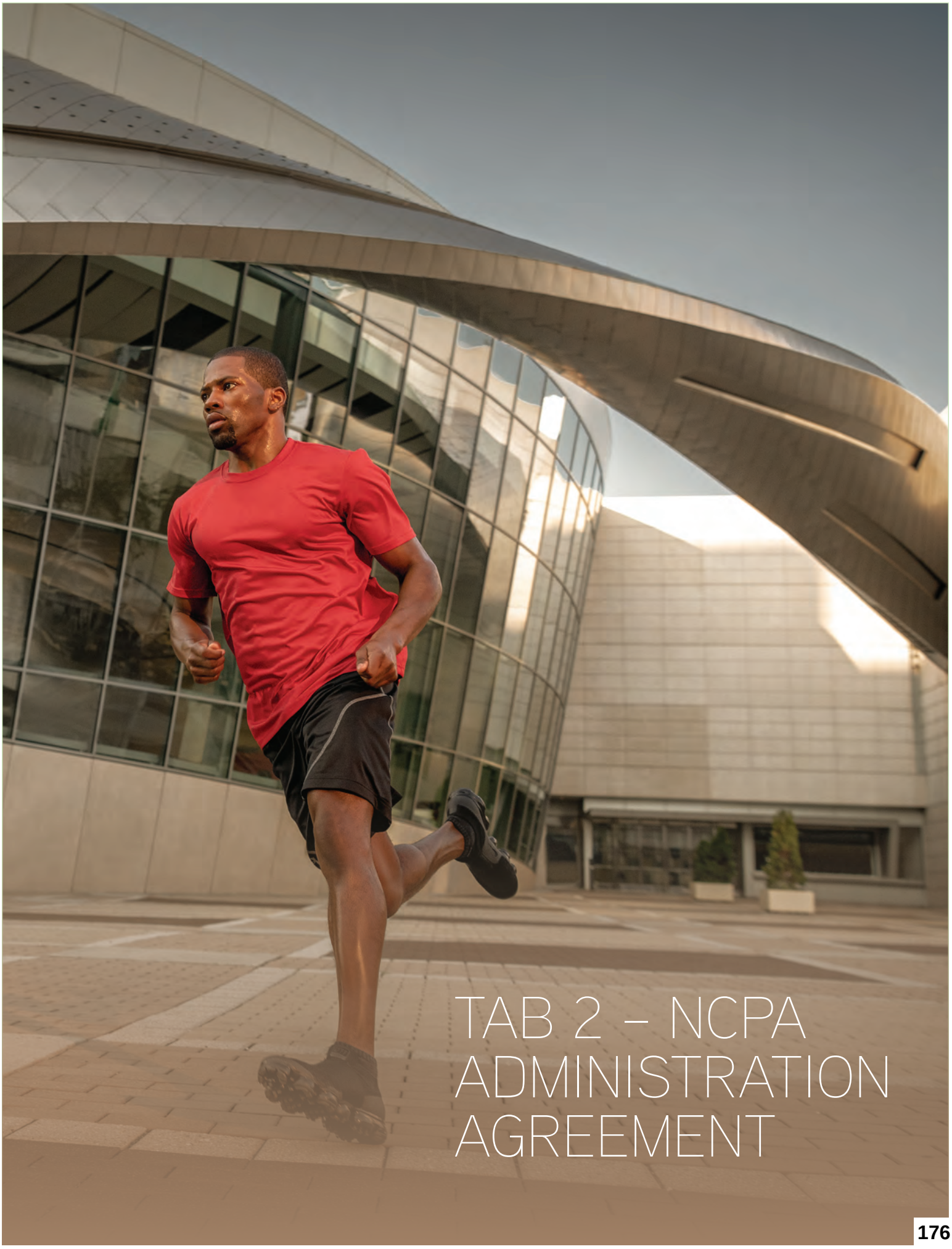
- Because Region 14 ESC is a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Johnson Health Tech North America Inc dba Matrix Fitness
Address	1600 Landmark Drive
City/State/Zip	Cottage Grove, WI 53527
Telephone No.	608.839.8662
Fax No.	608.839.1245
Email address	mark.zabel@johnsonfit.com
Printed name	Mark Zabel
Position with company	President- US Commercial Division; Global Chief Marketing Officer
Authorized signature	



TAB 2 – NCPA ADMINISTRATION AGREEMENT

TAB 2 – NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of, __August 1, 2019__ by and between National Cooperative Purchasing Alliance ("NCPA") and __Matrix Fitness__ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 08-23 , by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Supplies and Equipment;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

TAB 2 – NCPA ADMINISTRATION AGREEMENT

- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

– Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

– Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

ENTITY NAME	ZIP CODE	STATE	PO OR JOB #	SALE AMOUNT
			TOTAL	

TAB 2 – NCPA ADMINISTRATION AGREEMENT

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

ANNUAL SALES THROUGH CONTRACT	ADMINISTRATIVE FEE
$0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

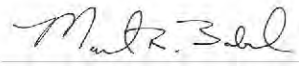
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

– General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

TAB 2 – NCPA ADMINISTRATION AGREEMENT

- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

NATIONAL COOPERATIVE PURCHASING ALLIANCE:		**VENDOR:**	
Name:	Matthew Mackel	Name:	Mark Zabel
Title:	Director, Business Development	Title:	President- US Commercial Division; Global Chief Marketing Officer
Address:	PO Box 701273 Houston, TX 77270	Address:	1600 Landmark Drive Cottage Grove, WI 53527
Signature:		Signature:	
Date:	August 1, 2019	Date:	July 23, 2019

TAB 3 – VENDOR QUESTIONNAIRE

TAB 3 – VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

– States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

■ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

■ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

TAB 3 – VENDOR QUESTIONNAIRE

– Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

§ Minority / Women Business Enterprise

- Respondent Certifies that this firm is a M/WBE ☐

§ Historically Underutilized Business

- Respondent Certifies that this firm is a HUB ☐

– Residency

- Responding Company's principal place of business is in the city of Cottage Grove, State of Wisconsin

– Felony Conviction Notice

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

■ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

– Distribution Channel

- Which best describes your company's position in the distribution channel:

■ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other:

– Processing Information

- Provide company contact information for the following:

SALES REPORTS			
Contact Name and Title	Chris Kohlhoff, Senior Manager- Commercial Sales and Analytics		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	920-342-2377	Email	Chris.Kohlhoff@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

TAB 3 – VENDOR QUESTIONNAIRE

ACCOUNTS PAYABLE			
Contact Name and Title	Marlene Atkinson, Accounts Payable		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	608-839-1240 ext. 2415	Email	Marlene.atkinson@johnsonfit.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

PURCHASE ORDERS			
Contact Name and Title	Marc Loomer, National Sales Manager-Campus Recreation		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	703-623-2932	Email	Marc.Loomer@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

SALES AND MARKETING			
Contact Name and Title	Marc Loomer, National Sales Manager-Campus Recreation		
Company	Johnson Health Tech North America Inc dba Matrix Fitness		
Phone	703-623-2932	Email	Marc.Loomer@matrixfitness.com
Address	1600 Landmark Drive, Cottage Grove, WI, 53527		

– Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - § If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

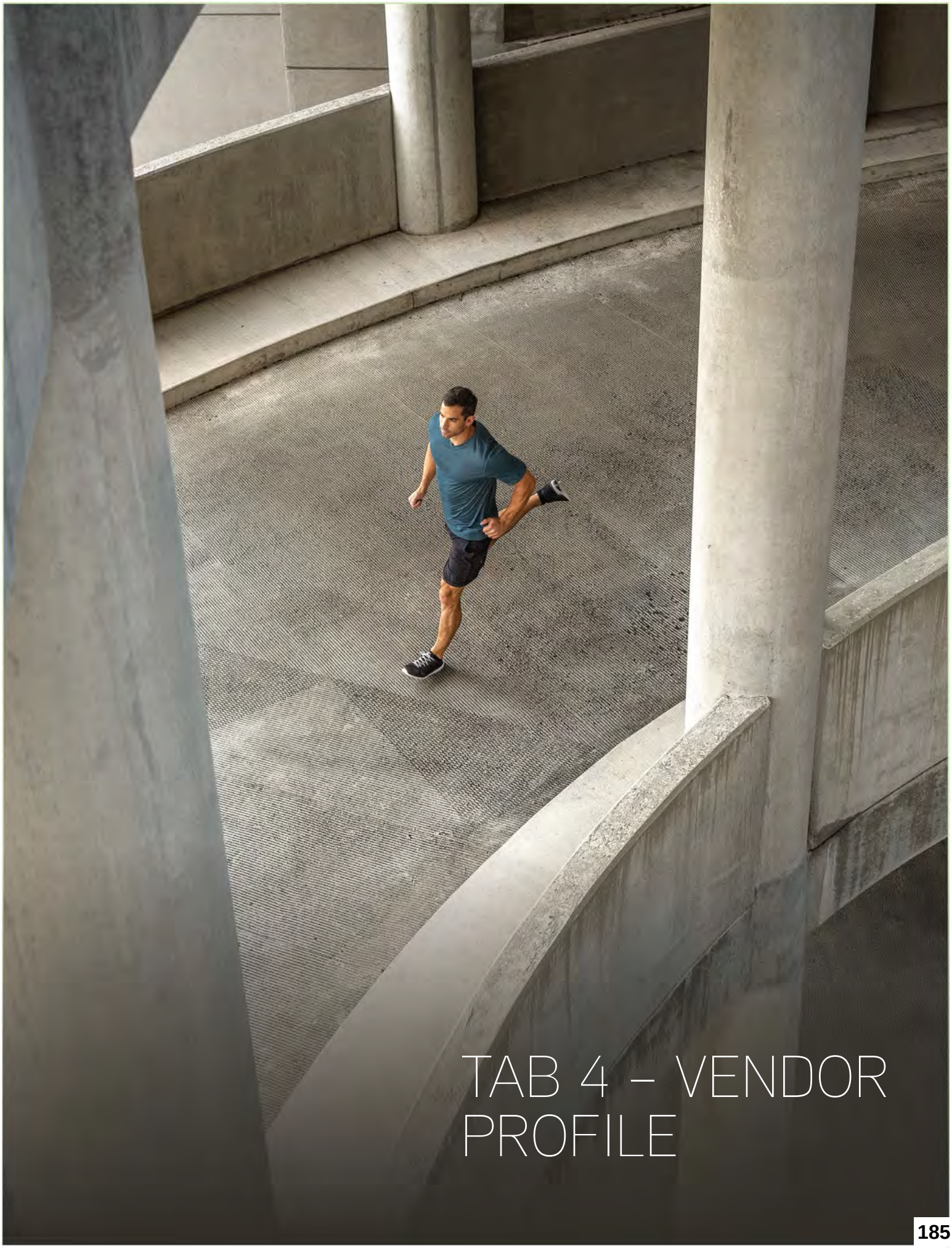
■ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

■ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

■ Yes ☐ No



TAB 4 – VENDOR PROFILE

TAB 4 – VENDOR PROFILE

COMPANY'S OFFICIAL REGISTERED NAME

Johnson Health Tech North America Inc (JHTNA)

HISTORY

Johnson Health Tech was founded in 1975 in Taichung, Taiwan. Johnson Health Tech started its business model as an original equipment manufacturer for multiple brands in the fitness equipment industry. In 2001, Johnson Health Tech established Matrix Fitness, a brand positioned for the global commercial segment.

Matrix Fitness is the industry's fastest growing manufacturer of commercial fitness equipment and a favorite choice of fitness facilities worldwide. We have grown to be one of the leading fitness equipment brands in the global commercial segment through new product development, continuous innovation, strategic partnerships, distribution excellence, superior customer tech support and forwardthinking business solutions for our customers.

Headquartered just outside Madison, Wisconsin, our North American office houses our US business operation, plus global marketing, product design, research and development. JHTNA operates an East Coast, Central and West Coast warehouses that are strategically positioned to minimize the time it takes to deliver our products to our customers. Also located in near Milwaukee, WI is our advanced strength production facility that manufactures racks, free weights and plate-loaded equipment. When facilities choose Matrix, they get more than the world's finest equipment. They get a robust product portfolio, connected technology, facility planning, marketing support, industry-leading warranties, unmatched customer support and a partner who will be there every step of the way. Together, there's no detail of their facility we can't refine, reimagine or reinvent.

Matrix has contracts with several accounts with the following companies:

- LA Fitness – United States
- Planet Fitness – United States
- SNAP Fitness – Global
- Marriott – global account in all 30 brands
- IHG – Global account for all brands
- Drury Inn
- 24Hour Fitness – United States
- Gold's Gym – Global
- YMCA – United states
- GSA – United States Navy contract for all 286 ships on the sea. Matrix has provided the treadmills on board all ship since 2009 and provides 500 new treadmills annually as the ships refresh. Matrix also provides Cardio equipment for the U.S. Army bulk buy. Matrix has and continues to meet the GSA standards for products.

DUN & BRADSTREET (D&B) NUMBER

82-8480165

TAB 4 – VENDOR PROFILE

DEDICATED ACCOUNT MANAGEMENT

We have an experienced account management team that is managing the university, recreation and vertical market business – Doug Marquette, Director of Vertical Markets, Marc Loomer National Sales Manager of Campus Recreation, and each respective territory manager listed below in the key contacts section.

CORPORATE OFFICE LOCATION

The corporate office of Johnson Health Tech North America is located at:
1600 Landmark Drive, Cottage Grove, WI 53527

SALES AND SERVICE OFFICES

Johnson has a primary, secondary and territory presence in all fifty states. Service is centralized out of the Cottage Grove offices and a series of direct and authorized service dealers are utilized to provide warranty, preventative maintenance and out of warranty service.

KEY CONTACTS:

STATE		CONTACT & TITLE	CONTACT INFO
Alabama	Recreation & Athletics	**Andrew Starkey** South Territory Sales Representative	Email: Andrew.Starkey@matrixfitness.com Phone: 256-345-2415
	Small Colleges/K12	**Ready Fitness**	
Alaska	Recreation & Athletics	**Tim Schmidt** Pacific West Territory Manager	Email: Tim.Schmidt@matrixfitness.com Phone: 206-595-3743
Arizona	Recreation	**Marc Loomer** National Sales Manager – Campus Recreation	Email: Marc.Loomer@matrixfitness.com Phone: 703-623-2932
	Athletics	**Erik Haessly** Mountain West Territory Manager	Email:Erik.Haessly@matrixfitness.com Phone: 719-522-3663
	Recreation & Athletics: Small Colleges/K12:	**Fit Logistics**	

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Arkansas	Recreation & Athletics	**Wes Galloway** Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
California (North)	Recreation & Athletics	**Pat Jimison** Northwest Sales Representative	Email: Pat.Jimison@matrixfitness.com Phone: 916-790-0718
	Small Colleges/K12	**Opti Fit**	
California (South)	Recreation & Athletics	**Laura Higgins** Territory Manager	Email: Laura.Higgins@matrixfitness.com Phone: 619-990-0256
	Small Colleges/K12	**Opti Fit**	
Colorado	Recreation & Athletics	**Derrick Gleason** Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Connecticut	Recreation & Athletics	**Wes Galloway** Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
Florida	Recreation & Athletics	**Danny Fontaine** Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
Georgia	Recreation & Athletics	**Robert Balcomb** South Territory Sales Manager	Email: Robert.Balcomb@matrixfitness.com Phone: 404-304-0040
	Small Colleges/K12	**Ready Fitness**	
Hawaii	Recreation & Athletics	**Rich Fonbuena**	Email: Rich.Fonbuena@matrixfitness.com Phone: 916-803-2838
Idaho	Recreation & Athletics	**Derrick Gleason** Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Illinois	Recreation & Athletics	**Andrew Starkey** South Territory Sales Representative	Email: Andrew.Starkey@matrixfitness.com Phone: 256-345-2415
	Small Colleges/K12	**Ready Fitness**	

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Indiana	Recreation & Athletics	**Andrew Starkey** South Territory Sales Representative	Email: Andrew.Starkey@matrixfitness.com Phone: 256-345-2415
	Small Colleges/K12	**Ready Fitness**	
Iowa	Recreation & Athletics	**Brian Knaup** Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	**Second Wind**	Email: Laura.Higgins@matrixfitness.com Phone: 619-990-0256
Kansas	Recreation & Athletics	**Wes Galloway** Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
Kentucky	Recreation & Athletics	**Brian Furgeson** KY/TN Territory Sales Manager	Email: Brian.Ferguson@matrixfitness.com Phone: 615-806-3512
Louisiana	Recreation & Athletics	**KC Wright** East TX/LA Territory Sales Representative	Email: Kc.wright@matrixfitness.com Phone: 225-316-3852
Maine	Recreation & Athletics	**Danny Fontaine** Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
Massachusetts	Recreation & Athletics	**Danny Fontaine** Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
Minnesota	Recreation & Athletics	**Brian Knaup** Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	**Second Wind**	
Mississippi	Recreation & Athletics	**Wes Galloway** Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
Montana	Recreation & Athletics	**Derrick Gleason** Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Nebraska	Recreation & Athletics	**Pat Jimison** Northwest Sales Representative	Email: Pat.Jimison@matrixfitness.com Phone: 916-790-0718

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
New Hampshire	Recreation & Athletics	**Danny Fontaine** Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
New Jersey	Recreation & Athletics	**Todd Cohen** Territory Manager - NYC/NJ	Email: Todd.Cohen@matrixfitness.com Phone: 516-557-3913
New Mexico	Recreation & Athletics	**Erik Haessly** Mountain West Territory Manager	Email:Erik.Haessly@matrixfitness.com Phone: 719-522-3663
	Small Colleges/K12	**Fit Logistics**	
New York	Recreation & Athletics	**Todd Cohen** Territory Manager - NYC/NJ	Email: Todd.Cohen@matrixfitness.com Phone: 516-557-3913
North Carolina	Recreation & Athletics	**Todd St. Clair** South Atlantic Territory Manager	Email: Todd.stclair@matrixfitness.com Phone: 919-414-3466
	Small Colleges/K12	**Ready Fitness**	
North Dakota	Recreation & Athletics	**Brian Knaup** Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	**Nova**	
Ohio	Recreation & Athletics	**Danielle De Vaux** Great Lakes Territory Manager	Email: Danielle.devaux@matrixfitness.com Phone: 269-612-7126
	Small Colleges/K12	**Tom Varga**	
Oklahoma	Recreation & Athletics	**Wes Galloway** Mid Central Territory Manager	Email: Wes.Galloway@matrixfitness.com Phone: 918-344-6757
	Small Colleges/K12	**PR Fitness**	
Oregon	Recreation & Athletics	**Tim Schmidt** Pacific West Territory Manager	Email: Tim.Schmidt@matrixfitness.com Phone: 206-595-3743
	Small Colleges/K12	**Foundation Fitness**	

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Pennsylvania	Recreation & Athletics	**Jeff Thomas** PA / Upstate NY Territory Sales Manager	Email: Jeff.Thomas@matrixfitness.com Phone: 412-613-2331
	Small Colleges/K12	**Webster Fitness**	
Rhode Island	Recreation & Athletics	**Danny Fontaine** Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176
South Carolina	Recreation & Athletics	**Todd St. Clair** South Atlantic Territory Manager	Email: Todd.stclair@matrixfitness.com Phone: 919-414-3466
	Small Colleges/K12	**Ready Fitness**	
South Dakota	Recreation & Athletics	**Brian Knaup** Northern Plains Territory Manager	Email: Brian.Knaup@matrixfitness.com Phone: 651-295-5601
	Small Colleges/K12	**Nova**	
Tennessee	Recreation & Athletics	**Brian Furgeson** KY/TN Territory Sales Manager	Email: Brian.Ferguson@matrixfitness.com Phone: 615-806-3512
Texas (East)	Recreation & Athletics	**KC Wright** East TX/LA Territory Sales Representative	Email: Kc.wright@matrixfitness.com Phone: 225-316-3852
Texas (South)	Recreation & Athletics	**Brett Lyon** Texas Sales Representative	Email: Bret.Lyon@matrixfitness.com Phone: 682-226-9920
Texas (West)	Recreation & Athletics	**Brett Lyon** Texas Sales Representative	Email: Bret.Lyon@matrixfitness.com Phone: 682-226-9920
Utah	Recreation & Athletics	**Derrick Gleason** Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone: 608-400-3092
Vermont	Recreation & Athletics	**Danny Fontaine** Northeast District Vertical Market Sales Manager	Email: Danny.Fontaine@matrixfitness.com Phone: 401-787-0176

TAB 4 – VENDOR PROFILE

STATE		CONTACT & TITLE	CONTACT INFO
Washington	Recreation & Athletics	**Tim Schmidt** Pacific West Territory Manager	Email: Tim.Schmidt@matrixfitness.com Phone: 206-595-3743
	Small Colleges/K12	**Foundation Fitness**	
Wisconsin	Recreation & Athletics	**Pat Duffy** Wisconsin Territory Manager	Email:Patrick.Duffy@matrixfitness.com Phone:262-290-1492
	Recreation & Athletics: Small Colleges/K12	**Summit Commercial Fitness**	
Wyoming	Recreation & Athletics	**Derrick Gleason** Mountain West Sales Representative	Email: Derrick.Gleason@matrixfitness.com Phone:608-400-3092

TERMS OF PAYMENT

Net 30 Days

[redacted]

TAB 4 – VENDOR PROFILE

WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

Matrix Fitness has grown to be one of the leading fitness equipment brands in the global commercial segment through new product development, continuous innovation, strategic partnerships, distribution, superior customer tech support and forward-thinking business solutions for our customers. The following provides a brief summary of how these initiatives have differentiated the Matrix Fitness offering from its competitors.

Product Development

A steady flow of new products over the last 10 years has resulted in a portfolio of over 500 products, giving our customers an industry-leading variety of choices. In Q1 2018, we launched our new connected strength training products and our S-Force Performance Trainer. Both products provide performance and functionality that our competitors cannot. Our Ascent Trainer elliptical platform sets us apart from other companies with its variable stride and its patent-protected design. Several other existing products across our diverse portfolio provide Matrix- exclusive design features, including: our Rower features a unique magnetic resistance system; our Krankcycle has patented independent-rotation arms; our ClimbMill employs a superior modular drive system instead of a traditional AC drive system with transmission; MX4, our original multi-modality small group training program, is powered exclusively by Matrix products; and our exclusive Sprint 8 HIIT program.

Innovation

Our innovation process is based on stakeholder data-gathering. Our stakeholders include owners and operators, trainers, service technicians and end users. Our process has provided us with profound insights that have improved design for serviceability and lowered total cost of ownership while helping us develop training programs that drive incremental revenue for fitness facilities and healthy results for end users.

Strategic Partnerships

Our unique strategic partnerships are another aspect of our business that differentiates us from our competition. Through our strategic partnerships, we have developed programs such as Sprint 8 HIIT and products such as the Krankcycle and our S-Force Performance Trainer that are exclusive to Johnson Health Tech and Matrix Fitness.

Distribution

Our regional distribution centers are strategically located based on proximity and population density, allowing our delivery and installation teams to be more efficient than those of our competition.

Customer Tech Support

Johnson Health Tech North America and Matrix Fitness have approximately 17 direct service techs and over 300 certified independent service techs. This is supported by 22 inside service support representatives located at our headquarters in Cottage Grove, WI.

TAB 4 – VENDOR PROFILE

Business Solutions

Our Matrix-exclusive group training concept, MX4, combines multi-modality training with original fitness programming developed in-house by our master trainer network. We also provide MX4-dedicated resource and a business development model for our customers. Matrix currently has more than 325 MX4-certified trainers in the United States. Matrix Connected Solutions provides technology-based business solutions that include Asset Management, Workout Tracking Network, Personal Trainer Portal and additional customization capabilities that differentiate us in a way our competition can't match.

DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED.

If awarded, Matrix Fitness will obtain prior approval from NCPA on any communication pertaining to the contract. This includes the use of NCPA name and logo. It is the intention of Matrix Fitness to create a communication plan to utilize the NCPA logo and reference the contact within our already-existing marketing elements. This may include adverts, presentations, email campaigns and social media.

DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY.

Matrix would leverage multiple departments working together internally to ensure all parties are aware of the Master Agreement General Terms and Conditions. Additionally, the sales account team will communicate the details of the account with the US sales team and applicable dealer network as outlined in the contacts section.

DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ON-LINE CATALOG / ORDERING WEBSITE.

The Matrix website is comprehensive and allows visitors to explore all of the products available. Since e-commerce practices are not standard in the commercial fitness equipment industry, customers are connected to the appropriate sales rep for their area and or market to discuss the most appropriate solution in a consultative way.

Please refer to the following website links for the full collection of Matrix products:
Cardio: https://images.jhtassets.com/49ae4be3b80ebcd672bc967e0ff24c217a09f5fe/
Strength: https://images.jhtassets.com/1ab510fd9c30704e6c1cfa6d7f0407c66f4adb8b/
Group Training: https://images.jhtassets.com/12899d235d363935c6891a03ae6defc0ea4e8b7a/

TAB 4 – VENDOR PROFILE

DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT

Customer service is one of our strengths and something that sets us apart from the rest of the industry. When a facility chooses Matrix, they can count on a 90% first-time fix rate, a prompt service response window and the ability to provide diagnostic services remotely or onsite. We ensure high-quality customer service in the following ways:

Careful Recruiting

Matrix takes great care in selecting the right individuals for our service network. We look for individuals who have exceptional analytical skills, strong cognitive abilities and professional mannerisms.

Extensive Training

Service provider technicians undergo 32 hours of live training and four hours of web-based training in order to achieve certification in servicing Matrix equipment. Technicians must also complete 16 hours of training every two years in order to maintain their certification.

Online Remedy System

Matrix has built a proprietary technical information repository referred to as our Online Remedy System. The Online Remedy System contains Matrix service work orders, product specifications, service manuals, exploded parts diagrams, service bulletins and much more. This system is accessible to our customer service agents, service providers and customers.

Customer Early Warning System

Matrix has built a proprietary in-house tool called the Customer Early Warning System to analyze repair history across customer sites and equipment. Using a variety of key performance indicators, this system generates monthly reports which are reviewed and acted upon by our customer service leads and supervisors. This enables Matrix to take a proactive approach in spotting potential maintenance trends, helping us take the appropriate measures to prevent minor issues from becoming larger problems for our customers.

Asset Management System

Our exceptional Asset Management system can provide machine usage statistics, machine error reporting and offline asset tracking. Asset Management sends information about machine errors or offline units to our customer service department for analysis and troubleshooting.

TAB 4 – VENDOR PROFILE

On-site Preventative Maintenance and Repairs

Routine preventative maintenance will reduce your equipment downtime and prevent major repairs before they happen. As your total solution partner, we'll provide a smart, consistent regimen designed to keep all your Matrix equipment looking and performing like new while extending equipment life and protecting your investment.

We offer three separate ways to report an issue with a Matrix product and to request service:

1. Calling into our tech support team line at 866-693-4863 and following the prompts and instructions for Commercial Support. The hours of operation for the customer service center is 7am-7pm Monday–Thursday and Friday 7am–5pm.
2. Texting the issue in to our support team at 608-208-6926. The text-to-chat feature enables anyone to have a live chat with our CTS department and can directly assist with a problem or set up a dispatch to the local service technician.
3. Email the issue to the relevant email address below including as much information as possible including any serial numbers of the affected unit.

REGION / STATE / PROVINCE	EMAIL ADDRESS
East CT | DC | DE | KY | MA | MD | ME | NC NH | NJ | NY | PA | RI | SC | VA | VT | WV	eastsupport@matrixfitness.com
South AL | AR | FL | GA | LA | MS | TN | TX	southsupport@matrixfitness.com
Central IA | IL | IN | KS | MI | MN | MO | ND | NE OH | OK | SD | WI	centralsupport@matrixfitness.com
West AK | AZ | CA | CO | HI | ID | MT | NM NV | OR | UT | WA | WY	westsupport@matrixfitness.com

TAB 4 – VENDOR PROFILE

GREEN INITIATIVES

We believe in continuous improvement at Johnson Health Tech/Matrix Fitness, so we're always striving to be better, smarter and more responsible when it comes to environmental sustainability. Our North American global product marketing headquarters instituted a holistic energy saving program and reduced electricity consumption by 20% per year without increasing our natural gas use. In conjunction with daylighting features built into our facility, switching from fluorescent bulbs to cooler LEDs conserved approximately 6,658 kilowatt hours of power annually. Our facility's smart storm-water management design reduces runoff pollution in local lakes and rivers while providing habitats for native species, and in-facility water-saving measures reduced our total consumption by approximately 1,111,000 gallons per year and our per employee consumption by approximately 3,904 gallons per year. We recycle 100% of our Styrofoam and scrap wood so it never ends up in a landfill, and recycling our total waste at a rate of approximately 72% over the last two years has prevented more than 790 tons of waste from ending up in landfills. Since we never stop looking for new ways to improve our sustainability, we empower our employees and stakeholders to make incremental changes that reduce our impact on the planet, improve our business and enhance our communities.

Green Master & LEED Certified

JHTNA has earned Green Master certification for sustainability and LEED certification for creating a healthy, highly efficient and cost-saving green building.

TAB 4 – VENDOR PROFILE

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

State of Wisconsin • DEPARTMENT OF REVENUE

REGISTRATION UNIT
2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902
PHONE: 608-266-2776 TTY: 608-267-1049 FAX: 608-261-6248
EMAIL: sales10@revenue.wi.gov WEBSITE: www.revenue.wi.gov

December 11, 2008
Letter ID: L1900702464

JOHNSON HEALTH TECH NORTH AMERICA, INC.
1600 LANDMARK DRIVE
COTTAGE GROVE WI 53527

Type of Tax Account	Tax Account Number	Beginning Effective Date	Filing Frequency
Withholding Tax	036-1026746369-05	1/1/2009	Quarterly
Sales & Use	456-1026746369-04	1/1/2009	Monthly

The Wisconsin Department of Revenue has processed your Application for Business Tax Registration and welcomes you as a registrant. The account number(s) assigned to you as a Wisconsin business registrant are referenced above and also on the enclosed Registration Certificate. The enclosed Registration Certificate identifies all permits, licenses, or certificates you hold with the Department of Revenue. This certificate confirms that you are registered with the department for those tax types. PLEASE RETAIN THIS CERTIFICATE AS PROOF OF REGISTRATION. If you hold an alcoholic beverage authorization, you must display your certificate at all times on the premises of the business location shown on your certificate. This certificate is not transferable.

Please review the information on your certificate to ensure correctness. It is important that you notify us of any change in ownership of your business, name, address, or if you discontinue or sell your business. When you contact us about these changes, please include the following information:

1. Account number(s) and locations that are impacted by the change.
2. Legal/Real name of your business.
3. Business name(s).
4. Federal Employer Identification Number (FEIN), if you have one.
5. Type of change being made.
6. Effective date of the change.

If you need to obtain a business tax form or set of instructions quickly, visit our web site at www.revenue.wi.gov. You will find most forms and instruction are available for printing or downloading. Please feel free to contact us with any questions or comments you may have by using the e-mail address, mailing address, or telephone number listed in the letterhead.

WINPAS – ail678 (R.09/08)

TAB 4 – VENDOR PROFILE

United States of America
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

JOHNSON HEALTH TECH NORTH AMERICA, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 21, 2008.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on July 15, 2019.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: http://www.wdfi.org/apps/ccs/verify/
Enter this code: **248699-385E9965**

TAB 4 – VENDOR PROFILE

CQC

副本

QUALITY MANAGEMENT SYSTEM CERTIFICATE

Certificate No. 00117Q33750R3L/3100

We hereby certify that

Johnson Industries (Shanghai) Co., Ltd.

Unified Social Credit Code/ Organization Code certificate: 91310000784296881K

A-1, No.4500, Baoqian Road, Jiading, Shanghai, China

by reason of its

Quality Management System

has been awarded this certificate for compliance with the standard

ISO9001:2015

The Quality Management System Applies in the following area:

Design, Manufacture and Sales Service of Exercise Machine

Certified since: June 25, 2008 Valid from: May 24, 2017 Valid until: May 28, 2020

After a surveillance cycle, the certificate is valid only when used together with an Acceptance Notice of Surveillance Audit issued by CQC. Please access www.cqc.com.cn for checking validity of the certificate.

This certificate and its relevant information can query in the website of Certification and Accreditation Administration of the People's Republic of China (www.cnca.gov.cn).

(The validity of the ISO9001 2008 certificates expires on 15/09/2018. Please transfer to new edition certificates before that time.)

IAF MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT

CNAS 中国认可 国际互认 管理体系 MANAGEMENT SYSTEM CNAS C001-M

Signed by: Wang Kejiao

IQNet

CHINA QUALITY CERTIFICATION CENTRE 中国质量认证中心

CHINA QUALITY CERTIFICATION CENTRE

Section 9, No.188, Nansihuan(the South Fourth Ring Road) Xilu(West Road), Beijing 100070,China

http://www.cqc.com.cn

Q 0047899

2015年版

TAB 4 – VENDOR PROFILE

C E R T I F I C A T E
of Conformity

TÜVRheinland®

Registration No.: AK 50396282 0001

Report No.: 10060007 001

Holder: Johnson Health Tech. Co., Ltd.
No. 999, Sec. 2, Dongda Rd.,
Daya Dist., Taichung City 428
Taiwan

Product: Training Device
(Rehabilitation Treadmill)

Identification: T3xm (MATRIX)

Tested acc. to: EN 60601-1-2:2015
IEC 60601-1-2:2014

The certificate of conformity refers to the above mentioned product. This is to certify that the specimen is in conformity with the assessment requirement mentioned above. This certificate does not imply assessment of the production of the product and does not permit the use of a TÜV Rheinland mark of conformity.

Certification Body

TÜV Rheinland LGA Products GmbH TÜVRheinland® Zertifizierungsstelle

Dipl.-Ing. W. Hsu

Date 20.12.2017

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg

TAB 4 – VENDOR PROFILE

CERTIFICATE
of Conformity

TÜVRheinland®

Registration No.: AK 50421965 0001

Report No.: 50075674 001

Holder: Johnson Health Tech. Co., Ltd.
No. 999, Sec. 2, Dongda Rd.,
Daya Dist., Taichung City 428
Taiwan

Product: Training Device
(Rehabilitation Treadmill)

Identification: T3xm (MATRIX)

Tested acc. to:
IEC 60601-1:2005+A1
EN 60601-1:2006+A11+A1+A12
IEC 60601-1-6:2010+A1
EN 60601-1-6:2010+A1
IEC 62366:2007+A1
EN 62366:2008+A1
IEC 62304:2006+A1
EN 62304:2006+A1

The certificate of conformity refers to the above mentioned product. This is to certify that the specimen is in conformity with the assessment requirement mentioned above. This certificate does not imply assessment of the production of the product and does not permit the use of a TÜV Rheinland mark of conformity.

Certification Body

Date 13.11.2018

TÜV Rheinland LGA Products GmbH – TÜVRheinland – Zertifizierungsstelle

Dipl.-Ing. (FH) A. Klinker

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg

TAB 4 – VENDOR PROFILE

Certificate

TÜVRheinland®

Certificate no. CU 72190056 01

License Holder:
Johnson Health Tech. Co., Ltd.
No. 999, Sec. 2, Dongda Rd.
428 Daya Dist., Taichung City
Taiwan

Manufacturing Plant:
Johnson Industries (Shanghai)
Co., Ltd.
A1 No. 4500, Baoqian Road
Zhuqiao Town, Jiading District
Shanghai
China

Test report no.: USA-AK 50075671 003 **Client Reference:** Chih-Feng Wei

Tested to: CAN/CSA-C22.2 No. 60601-1:14
ANSI/AAMI ES60601-1:2005+A2 (R2012) +A1

Certified Product: Rehabilitation Treadmill **License Fee - Units**

Model Designation: MATRIX T3xm 7

Rated Voltage: AC 120V, 50/60Hz
Rated Current 15A
Protection Class: I

7

Appendix: 1, 1-13

Licensed Test mark:

TÜVRheinland
C US

Date of Issue (day/mo/yr)
23/01/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

TAB 4 – VENDOR PROFILE

IEC IECEE CB SCHEME

Ref. Certif. No.
DE 2-024117

IEC SYSTEM FOR MUTUAL RECOGNITION OF TEST CERTIFICATES FOR ELECTRICAL EQUIPMENT (IECEE) CB SCHEME

CB TEST CERTIFICATE

Product	Rehabilitation Treadmill
Name and address of the applicant	Johnson Health Tech. Co., Ltd. No. 999, Sec. 2, Dongda Rd., Daya Dist. Taichung City 428, Taiwan
Name and address of the manufacturer	Johnson Health Tech. Co., Ltd. No. 999, Sec. 2, Dongda Rd., Daya Dist. Taichung City 428, Taiwan
Name and address of the factory	Johnson Industries (Shanghai) Co., Ltd. A1, Export Processing Zone No. 4500 Bao Qian Rd., Jia Ding, 201815 Shanghai, China
Ratings and principal characteristics	AC 120V; 50/60Hz; 15A; AC 220-240V; 50/60Hz; 8A; Class I
Trademark (if any)	MATRIX
Customer's Testing Facility (CTF) Stage used	N/A
Model / Type Ref.	T3xm
Additional information (if necessary may also be reported on page 2)	
A sample of the product was tested and found to be in conformity with	IEC 60601-1:2005+A1 IEC 60601-1-6:2010+A1 for national deviations see test report
As shown in the Test Report Ref. No. which forms part of this Certificate	50075670 001

This CB Test Certificate is issued by the National Certification Body

TÜVRheinland®

TÜV Rheinland LGA Products GmbH
Tillystraße 2 · 90431 Nürnberg, Germany
Phone + 49 221 806-1371
Fax + 49 221 806-3935
Mail: cert-validity@de.tuv.com
Web: www.tuv.com

TÜV Rheinland LGA Products GmbH TÜVRheinland Zertifizierungsstelle

Date: 13.11.2018

Signature: Dipl.-Ing. (FH) A. Klinker

TAB 4 – VENDOR PROFILE

TÜVRheinland®

Certificate

The Certification Body of
TÜV Rheinland LGA Products GmbH

hereby certifies that the organization

Johnson Industries (Shanghai) Co., Ltd.
A1, Export Processing Zone
No. 4500 Bao Qian Rd., Jia Ding
201815 Shanghai
China

has established and applies a quality management system for medical devices for the following scope:

Design and Development, Manufacture and Distribution of Powered Exercise Equipment and Non-Measuring Exercise Equipment for rehabilitation use

Proof has been furnished that the requirements specified in

EN ISO 13485:2016

are fulfilled. The quality management system is subject to yearly surveillance.

Effective Date:	2019-02-01
Certificate Registration No.:	SX 60133883 0001
An audit was performed. Report No.:	15096307 002
This Certificate is valid until:	2021-11-09

Certification Body

DAkkS Deutsche Akkreditierungsstelle D-ZM-14169-01-02

TÜV Rheinland LGA Products GmbH TÜVRheinland® Zertifizierungsstelle

Date 2019-02-01

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg
Tel.: +49 221 806-1371 Fax +49 221 806-3935 e-mail cert-validity@de.tuv.com http://www.tuv.com/safety

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Date 2019-02-01

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg
Tel.: +49 221 806-1371 Fax: +49 221 806-3935 e-mail:cert-validity@de.tuv.com http://www.tuv.com/safety

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Date 2019-02-01

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg
Tel.: +49 221 806-1371 Fax: +49 221 806-3935 e-mail cert-validity@de.tuv.com http://www.tuv.com/safety

TAB 5 – PRODUCTS AND SERVICES

TAB 5 – PRODUCTS AND SERVICES

SINGLE MANUFACTURER/BRAND

Matrix has a complete portfolio of products to help you deliver a uniform fitness experience. All of our industry leading designs are intuitive and easy-to-operate. Familiar touchpoints across products reduces a user's learning curve so they can easily get on and go.

COMPLETE CONSOLE SELECTION

Our complete selection of consoles gives you choices in what you put on your floor. All of our industry-leading designs give your members control of the data they collect and the content that keeps them engaged as they strive to reach their fitness goals. Our premium consoles go even further with stunning entertainment options that redefine the exercise experience in exciting new ways. No matter what kind of mix of sophisticated and simple you put on your floor, your members will find that our consoles offer intuitive operation that makes it easier than ever for them to reach their unique fitness goals.

TREADMILLS

Striking the perfect balance between engineering and aesthetics, our treadmills attract more attention and require less maintenance than anything you put next to them. Exclusive features like our Ultimate Deck that offers over 25,000 miles of maintenance-free performance and our Dynamic Response Drive System that provides the smoothest, most consistent performance on the market mean that our treadmills are built better from head to toe.

ROWERS

Sleek-yet-robust design offers whisper-quiet operation, a smoother stroke, easy adjustment and repeatable resistance levels to create an unmatched rowing experience. A versatile, exceptionally comfortable design makes it easy to switch between speed work, distance rowing and high-intensity interval training, and accurate, complete data feedback will help your users measure improvement to get the most out of their precious workout time.

TAB 5 – PRODUCTS AND SERVICES

CYCLES

Performance, comfort and styling make our cycles a favorite for members, while easy use and streamlined maintenance make them a top choice for owners, trainers and service techs. And with self-powered options, you can place them anywhere in your facility.

TRAINING CYCLES

Our Training Cycles give you everything you need to attract more riders and make your group cycling classes a core part of their training regimen. All of our durable Training Cycles feature optimized ergonomics and intuitive adjustments that make it hassle-free for every member — no matter what their body type or ability level — to experience the feel of a real outdoor ride. From the seat to the handlebars to the controls, we've incorporated thoughtful design details that make each ride comfortable and natural. We've even simplified setup and service, so it's easy to get your group class started and keep all your members happy with dynamic cycles.

ASCENTS & ELLIPTICALS

Matrix Ascent Trainers and ellipticals provide smooth, stable, natural movement that makes every workout comfortable and efficient. Our Ascent Trainers deliver a dynamic full-body workout in a compact footprint that helps you make efficient use of your cardio floor, and our ellipticals are unmatched when it comes to delivering a synchronized, natural exercise experience.

TAB 5 – PRODUCTS AND SERVICES

CLIMBMILLS

Give your users the most authentic stair-climbing workout on the market with a combination of high-design, low-maintenance machines. Our Control Zone and Step Positioning Software help users workout safely and smoothly, our exclusive Sweat Management System protects critical components to extend the life of your equipment.

S-DRIVE PERFORMANCE TRAINERS

Bring our S-Drive Performance Trainer to your fitness center to offer members an incredibly versatile high-intensity interval training (HIIT) solution. Placed between weight or functional training stations, your members can take on all-out sprints, sled pushes or parachute training with magnetic resistance settings just right for their ability level and goals. This multipurpose piece of equipment can help users of all ability levels improve conditioning and refine form with precise, immediate feedback from instructors.

FREE WEIGHTS

No fitness center is complete without a selection of premium free weights, the time-tested backbone of the strength training experience. Choose from our flagship strength series to find the combination of function and ergonomics just right for you. Exclusive features like patented breaker benches and high-style industrial design will prove a draw for aspiring fitness enthusiasts and seasoned lifters alike.

TAB 5 – PRODUCTS AND SERVICES

SINGLE-STATION

Our amazing selection of single-station machines are nothing short of ideal for members ready to focus on refining specific muscle groups. Each and every variety we offer makes it easy for members to quickly select their weight and exercise safely in a self-contained unit. Operation is intuitive, and our high-performance designs ensure that your members are getting the most out of every set, every rep and every moment they spend pursuing their fitness goals.

MULTI-STATION

Multi-station units help you make the most of your floor space and help your members make the most of their workout time. Smart designs let users take on multiple exercises in a small space, quickly adjusting settings to maximize impact and results. To attract even more exercise enthusiasts to your fitness center, add ultra-versatile functional trainers that provide an unparalleled workout in an efficiently enclosed space.

RACKS & PLATFORMS

When serious strength-training enthusiasts see our premium racks on your floor, they'll know they're in the right place and keep coming back for more. Everything we offer features heavy-duty construction that stands up to the most rigorous use environments, plus stylish industrial design that draws the eye and dares the user to go for a new personal best.

TAB 5 – PRODUCTS AND SERVICES

PLATE-LOADED

Plate-loaded units are nothing short of essential when it comes to helping your members exercise major muscle groups and push their strength training limits. Thoughtful design and incredible attention to detail make our ever-popular stations easier to load, unload and access, so members can get the work they need, where they need it, and keep on going.

XULT ACCESSORIES

New from Johnson Health Tech, XULT Fitness celebrates the superior strength training experience by providing a wide array of equipment designed to build better bodies and maximize athletic performance. From strength to endurance, from major muscle groups to task-specific enhancements, XULT has the gear to help exercise enthusiasts redefine themselves from head to toe.

MED CE PRODUCTS

Because of our commitment to serving the needs of therapeutic, rehab and active-aging professionals, select products go beyond dynamic performance and lasting durability to earn the Med CE Certification under the European Medical Device directive. These products are specifically manufactured to meet stringent international standards for safety, biocompatible materials and function to help healthcare providers follow exact training protocols and implement patient programs with confidence in accurate results and quantifiable progress.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

SERVICES

Facility Planning

The Matrix Design Studio can bring your new facility to life with our talented facility planning team that can combine your ideas with cutting-edge 2D and 3D design resources to help you visualize all of the amazing possibilities. We also offer an Online Architect Portal specifically for architects and club designers who have their own space planning software. Count on our ingenious design resources to help bring your dreams to life.

On-Going Product Training

Upon installation, Matrix will provide in-person product training to your staff so that they fully understand proper usage and product benefits. Matrix holds a strong commitment to education in all channels. Workshops and certification opportunities will be provided at no cost to interested students. In order to support Region 14 ESC and all NCPA participating entities throughout the duration of the contract, Matrix also offers Matrix Learning Center, a comprehensive digital resource designed to help educate and train our customers.

Matrix Learning Center

Matrix Learning Center (www.matrixlearningcenter.com) gives you free, unlimited access to an unmatched library of resources that will maximize your investment in everything Matrix. Managers can count on us for tools and tips that increase ROI, enhance the member experience and reduce cost of ownership. Personal trainers and group exercise instructors can use our educational opportunities and expert-designed protocols to forge stronger relationships with clients and build loyalty that lasts. Service technicians can turn to us for how-to videos and essential checklists that reduce downtime, streamline service and help you get it right the first time, every time.

Early Customer Warning System

Matrix has built a proprietary in-house tool called the Customer Early Warning System to analyze repair history across customer sites and equipment. Using a variety of key performance indicators, this system generates monthly reports which are reviewed and acted upon by our CTS leads and supervisors. This enables Matrix to take a proactive approach in spotting potential maintenance trends, helping us take the appropriate measures to prevent small issues from becoming larger problems for our customers.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

Preventative Maintenance

Reduce equipment downtime and increase member satisfaction. As your total solution partner,we'll provide a smart, consistent, regimen designed to keep all your Matrix equipment looking and performing like new while extending equipment life and protecting your investment. The Matrix Preventative Maintenance Program is not a substitute for routine cleaning and periodic adjustment procedures.

Online Remedy System

Matrix / Johnson Health Tech takes great pride and care into supporting our customers for the duration of ownership of our products. We offer our Online Remedy System. Once a customer is given a user ID and password, they can access troubleshooting diagrams, exploded view diagrams, service manuals and service bulletins. Parts can be ordered using the Online Remedy System, and the customer's parts pricing discount percentage is applied immediately.

Extended Warranty

Matrix is offering the Region 14 Education Service center the option to purchase an additional 2 years of our industry-best 3 years parts and labor warranty.

VALUE-ADDED PRODUCTS

Connected Solutions

Our robust, open platform is more than a collection of hardware, software and connectivity options. It's a pioneering digital ecosystem that enhances the way you manage machines, mentor and motivate members, and promote your unique brand. We even partner with third-party organizations to provide best-in-class integration to make your existing solutions work together seamlessly, so you don't have to choose just one technology partner anymore. Best of all, each of our digital solutions will enhance your business, streamline your administrative tasks and delight the people you serve in ways that redefine the fitness industry and the exercise experience.

Asset Management

Our robust, Asset Management platform offers a 360˚ view of your equipment status on virtually any internet-connected device. Using an intuitive dashboard, you can easily view equipment status, access equipment-specific data, customize equipment names, observe equipment usage patterns, generate comprehensive reports and much more. You even get automatic service notifications to streamline the service process and the ability to manage multiple facilities at once. When utilized with the Matrix 7-series cardio products, you can even use the customizable welcome screens, facility calendar and automated messaging

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

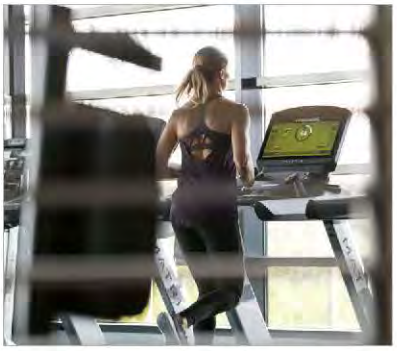
to promote your brand and encourage users to take advantage of other programs and activities. *Matrix is offering The Region 14 Education Service Center complimentary Asset Management on all XE and XI Cardio for members.*

Workout Tracking Network

Our ingenious Workout Tracking Network lets your members capture data from all their favorite fitness apps and all the places they work out in one place using a single customizable interface that puts your facility at the center of their fit lifestyle.

Personal Trainer Portal

Create a truly personalized training experience with our flexible, customizable digital solution. Personal Trainer Portal helps trainers engage with a wide range of members, represents your unique brand and helps you tap unexplored revenue streams. Consider pairing Personal Trainer Portal with Workout Tracking Network and our 7xi console to build member loyalty that truly lasts.



Sprint 8

The science-based Sprint 8 program, exclusive to Matrix cardio equipment, is a high -intensity interval training (HIIT) workout that burns more fat, builds more muscle and develops greater fitness in just twenty minutes, three times a week. The Sprint 8 is pre-programmed and ready at the touch of a button on Matrix Fitness 7- and 5-series cardio equipment including treadmills, Ascent Trainers, ellipticals and cycles.

Virtual Active

Our speed- and terrain-interactive Virtual Active workouts transport exercise enthusiasts to exotic locales all over the world, including the majestic Grand Canyon, the lush forests of Hawaii and Sin City's infamous strip, just to name a few. The beautiful forward-motion high-definition footage speeds up or slows down to match the user's pace, and resistance or incline varies to match the terrain.

Facility-Specific Solutions

Depending on what kind of fitness center you operate, some of our facility-specific solutions might be right for your goals and members. Check out RFID to streamline the exercise experience, digital TV if you'd like to add a little extra entertainment, remote audio to coordinate with your mounted big screens or IPTV and Pro:Idiom if you do business in the hospitality channel.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

Digital TV
Keep users motivated and help them achieve their fitness goals with the industry's very best screen technology.

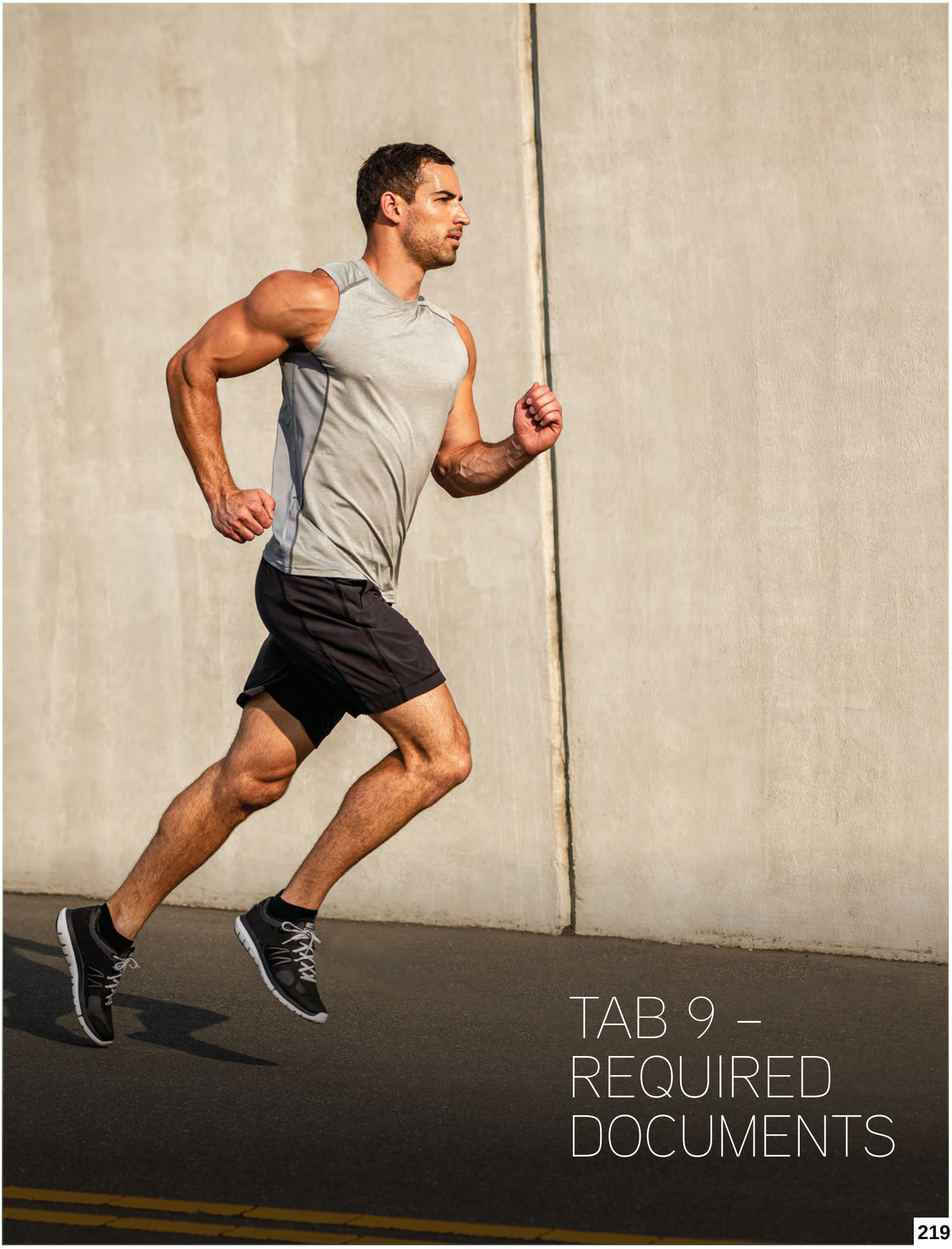
Remote Audio
Enhance the exercise experience by syncing remote audio to your facility's big screens.

RFID
Simple radio-frequency tags can give your members a seamless exercise experience from door to door, streamlining check-ins, workouts and purchasing from your vending centers.

IPTV
Ideal for hotels, IPTV lets guests sync their entertainment experience from the room to the fitness center to the hotel bar and back.

Pro:Idiom
A must-have for hotels, Pro:Idiom protects content providers from piracy while offering guests a synced entertainment experience.

PRODUCT SUPPORT
Speed Technique Protocols
The Matrix Speed Technique Protocols utilize the S-Drive Performance Trainer and the S-Force Performance Trainer to execute mission-critical objectives necessary to improve athletic performance in sprint-running sports. They are designed to lead your athletes to achieve their maximum potential for top-end speed, maximum acceleration from a stop or change-of-direction movement, and speed bursts acceleration. Matrix Speed Technique Protocols are efficient for coaches with limited training time and those with large teams.



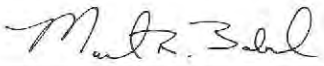
TAB 9 – REQUIRED DOCUMENTS

TAB 9 – REQUIRED DOCUMENTS

CLEAN AIR AND WATER ACT & DEBARMENT NOTICE

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Johnson Health Tech North America Inc dba Matrix Fitness
Print Name	Mark Zabel
Address	1600 Landmark Drive
City, Sate, Zip	Cottage Grove, WI 53527
Authorized signature	
Date	July 23, 2019

TAB 9 – REQUIRED DOCUMENTS

CONTRACTOR REQUIREMENTS

CONTRACTOR CERTIFICATION CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

FINGERPRINT & BACKGROUND CHECKS

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

TAB 9 – REQUIRED DOCUMENTS

BUSINESS OPERATIONS IN SUDAN, IRAN

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Matt R. Bell

Date July 23, 2019

TAB 9 – REQUIRED DOCUMENTS

ANTITRUST CERTIFICATION STATEMENTS (TEX. GOVERNMENT CODE § 2155.005)

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; and

(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.

Potential Vendor	Johnson Health Tech North America Inc dba Matrix Fitness
Print Name	Mark Zabel
Address	1600 Landmark Drive
City, Sate, Zip	Cottage Grove, WI 53527
Authorized signature	Mark Zabel
Date	July 23, 2019

TAB 9 – REQUIRED DOCUMENTS

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

   a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

   b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);

   e. 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); and

   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy

   g. conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

TAB 9 – REQUIRED DOCUMENTS

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:

   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

   b. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

      1. The copyright in any work developed under a grant or contract; and

      2. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

TAB 9 – REQUIRED DOCUMENTS

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

CONTRACTOR AGREES TO:

a). Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b). Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C.§ 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment

TAB 9 – REQUIRED DOCUMENTS

Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding

TAB 9 – REQUIRED DOCUMENTS

Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

TAB 9 – REQUIRED DOCUMENTS

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

http://nces.ed.gov/globallocator/

https://harvester.census.gov/imls/search/index.asp

http://nccsweb.urban.org/PubApps/search.php

http://www.usa.gov/Government/Tribal-Sites/index.shtml

http://www.usa.gov/Agencies/State-and-Territories.shtml

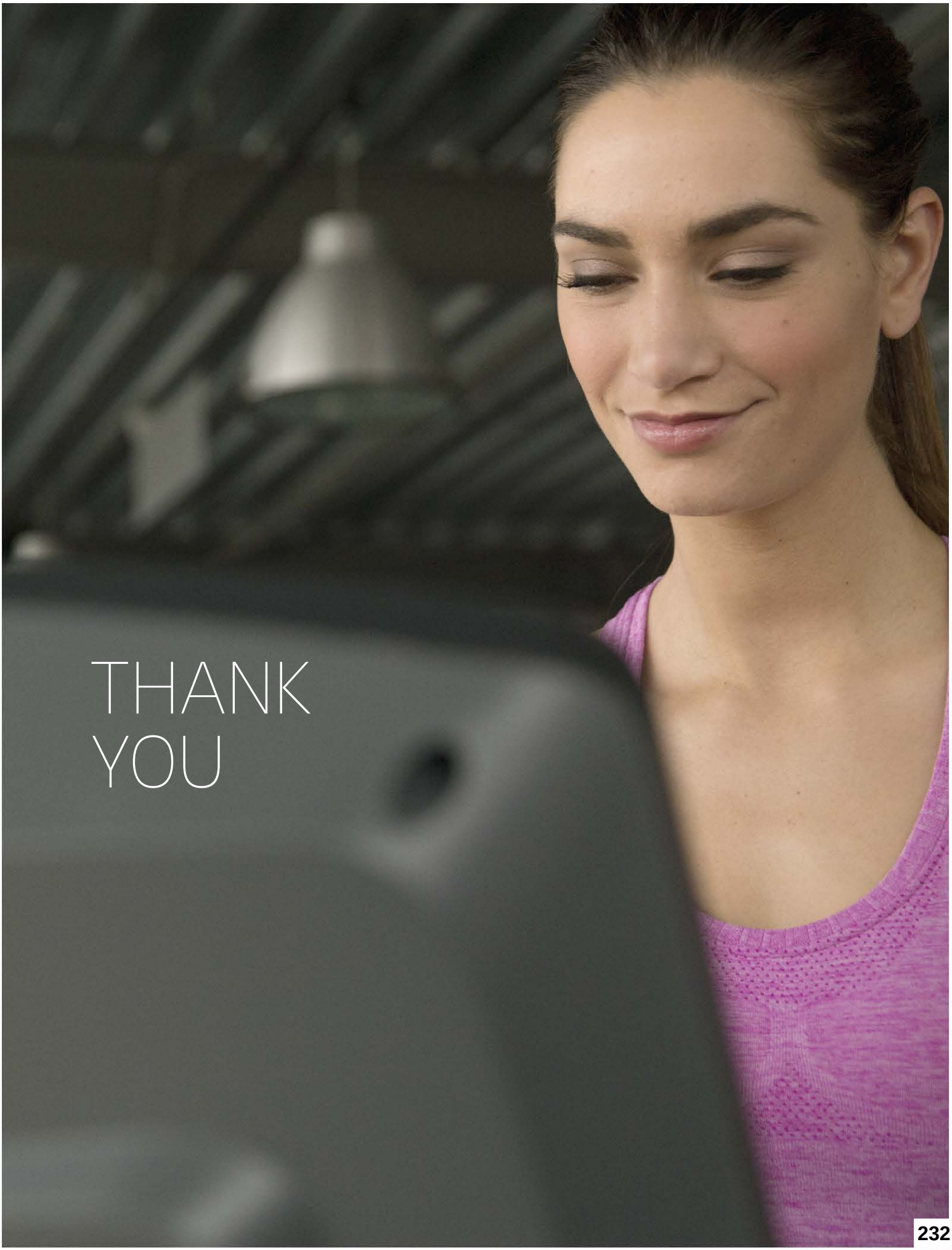
http://www.nreca.coop/about-electric-cooperatives/member-directory/

https://sos.oregon.gov/blue-book/Pages/state.aspx

https://portal.ehawaii.gov/government/

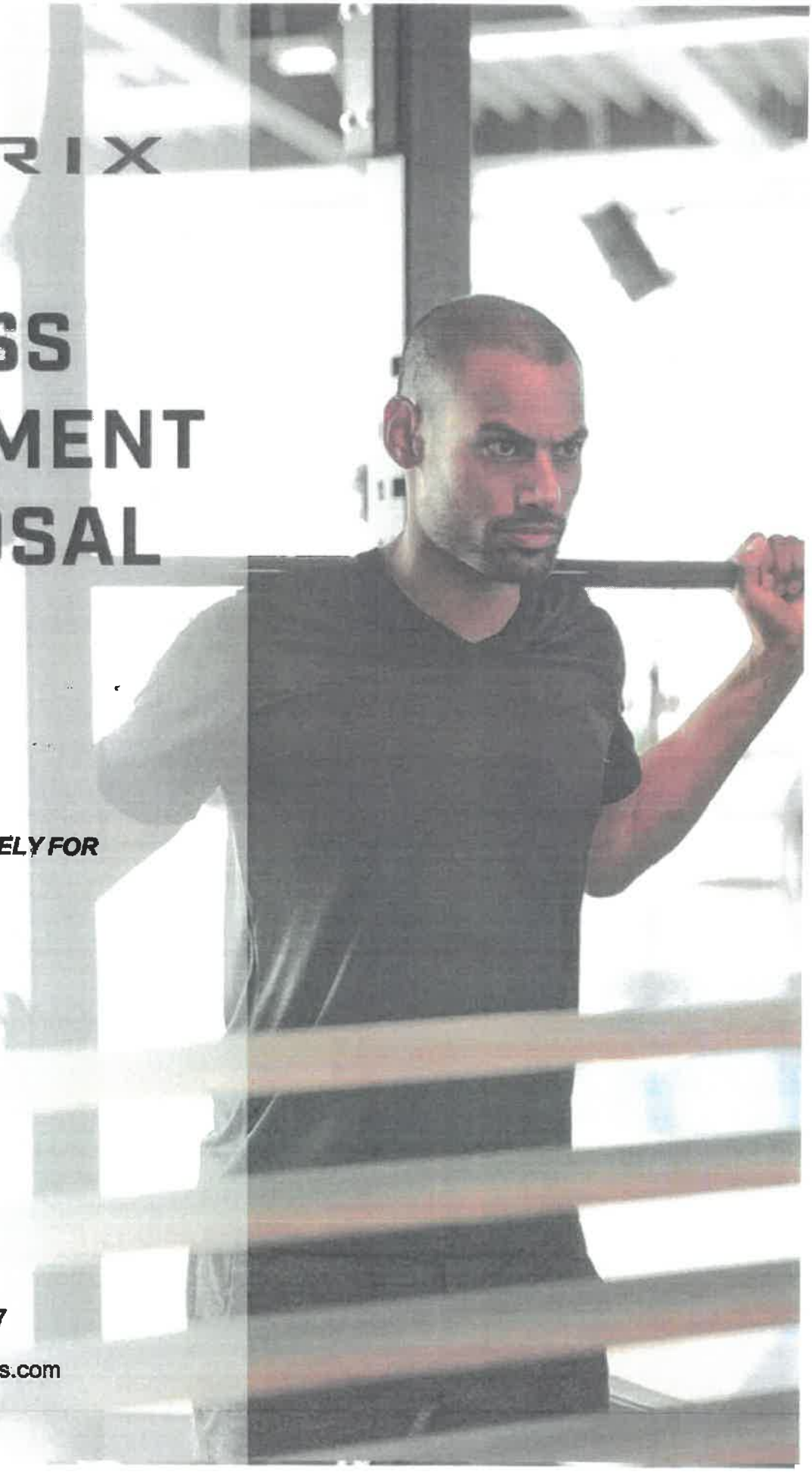
https://access.wa.gov/governmentagencies.html

Matrix Fitness acknowledges the State Notice Addendum and reference links provided above


THANK
YOU

MATRIX

FITNESS EQUIPMENT PROPOSAL

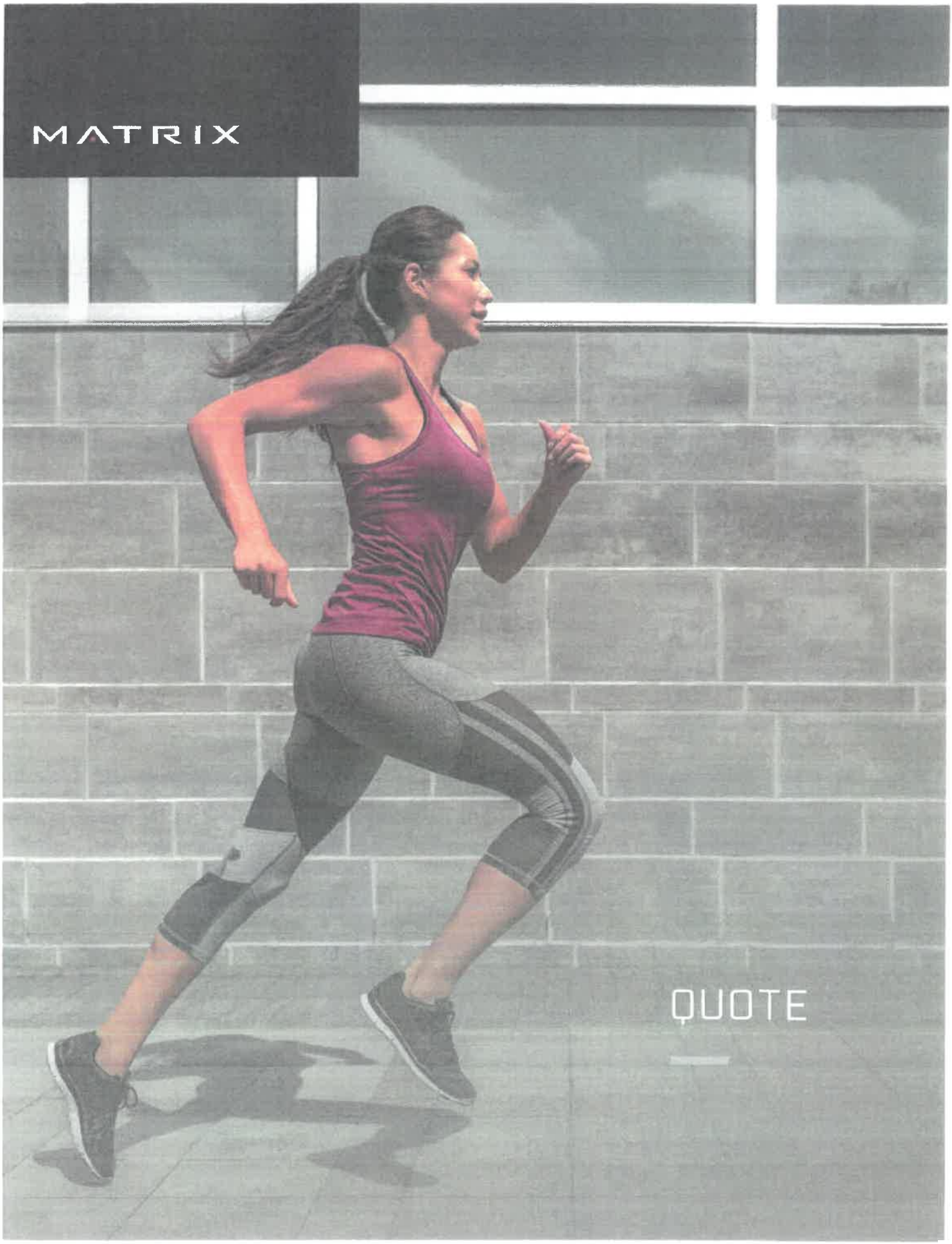


PREPARED EXCLUSIVELY FOR

Surfside Police Dept
Antonio Marciante
March 20, 2023

PREPARED BY

Matrix Fitness
Jake Glore
1600 Landmark Dr
Cottage Grove, WI 53527
314-677-8685
Jake.Glore@matrixfitness.com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QUOTE

QUOTE

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Date: 03/20/2023
Quote #: QUO-140328-G8G3G4
Expires On: 04/19/2023

Primary Sales Contact
Jake Glore
P: 314-677-8685 F: 608-839-6066
Jake.Glore@matrixfitness.com

Alternate Sales Contact
Adrienne Belton
P: F:
adrienne.belton@johnsonfit.com

Bill To:
Surfside Police Dept
Antonio Marciante
9293 Harding Ave
Surfside, FL 33154
USA
3058614862 ext 216 -
amarciante@townofsurfsidefl.gov

Ship To:
Surfside Police Dept
9293 Harding Ave
Surfside, FL 33154
USA

Comments:

NCPA Contract#08-23
NCPA Pricing

Shipping Notes:

Qty	Model Number		Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
1	VS-S131		Matrix Versa Dual Multi-Press Heavy Stack	$4,415.00	$2,713.00	$2,713.00
1	VS-S711		Matrix Versa Dual Ext/Curl Heavy Stack	$5,080.00	$3,175.00	$3,175.00
1	MG-924-06		MG Tower Cross Over;IS/OB {JHTNAM}	$5,885.00	$4,044.00	$4,044.00
1	MG-926-06		MG Tower Low Row;IS/OB {JHTNAM}	$3,730.00	$2,569.00	$2,569.00
1	MG-921-06		MG Tower Lat Pulldown;IS/OB {JHTNAM}	$3,635.00	$2,506.00	$2,506.00
1	ALB-PS-LED		Matrix Perf. LED Low Body Ascent Blk Mat	$11,650.00	$5,950.00	$5,950.00
1	A62-03		Matrix MG Preacher Curl	$1,230.00	$919.00	$919.00
1	VS-S70		Matrix Versa Leg Press Heavy Stack,	$4,850.00	$4,850.00	$4,850.00
1	R-PS-LED		Matrix Perf. LED Recumbent Blk Matte	$5,750.00	$2,856.00	$2,856.00

List Price Total	$46,225.00
Customer Savings	$16,643.00

Equipment Sales Price	$29,582.00
FRT/ASM/DEL	$0.00
Customer Subtotal (before tax)	$29,582.00
Tax (Estimated,subject to change)	$0.00
Total Amount Due (USD)(including tax)	$29,582.00

** Images shown are for illustration purposes only and may not be an exact representation. **
** Olympic bars, dumbbells, weight plates and other accessories depicted in product images are not included **

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINEDIN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
Johnson Health Tech North America Inc

USPS only
Johnson Health Tech NA Inc
27829 Network Place
Chicago, IL 60673-1278

Fed-Ex, UPS, etc
JPMorgan Chase
c/o Johnson Health Tech NA Inc. LBX # 27829
131 S. Dearborn, 6th Floor
Chicago, IL 60603

Quote #:	QUO-140328-G8G3G4
Quote Amount:	$29,682.00
Payment Terms:	100% PTS

Signature: _____
Print Name: _____
Facility Name: _____
Date of Acceptance: _____
Deposit Amount: _____

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

JHTNA TERMS AND CONDITIONS OF SALE

1. Acceptance and Governing Provisions. This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Quote and the attached Power Requirements for Matrix Equipment (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires thirty (30) days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. Payment. The purchase price, including any and all related costs, is due in full and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved by JHTNA for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to MatrixAR@johnsonfit.com for review and approval. JHTNA will determine credit based the completed Credit Application, and may also rely on reference checking, D&B and Credit Safe Reports and review of complete Financials of Purchaser. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within thirty (30) days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of eighteen (18%) per year (but not more than the highest rate permitted by applicable law) on all amounts past due. Unless otherwise prohibited by law, if at all, Purchaser agrees to pay JHTNA's actual attorney's fees and all costs incurred by JHTNA in connection with enforcing JHTNA's rights under this Agreement, including without limitation any non-payment of amounts owed and collections costs, whether or not litigation is commenced. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open credit, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on JHTNA and/or Purchaser, or measured by the transaction between JHTNA and Purchaser shall be invoiced by JHTNA and paid by Purchaser in addition to the Product prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. Delivery, Claims and Force Majeure. Purchaser has the right to choose a carrier for delivery of Goods to Purchaser's facility. If Purchaser chooses a carrier, Purchaser has the obligation to and shall schedule pickup with JHTNA for pickup from one of JHTNA's facilities, Purchaser shall be solely responsible for all payments, cost and expenses related to scheduling, logistics and delivery. If Purchaser chooses to have JHTNA coordinate delivery of the Goods, JHTNA will do so pursuant to the terms of the Agreement. Delivery of Goods to a carrier at JHTNA's facility or other loading point designated by Purchaser or JHTNA (as the case may be) shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for by Purchaser when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within five (5) business days after Purchaser's receipt of shipment of the Goods. Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of the Goods by Purchaser, and Purchaser shall be deemed to have waived all

such claims for shortages or other errors relative to the delivered Goods. JHTNA is not responsible for any loss or damage to Goods during transit or delivery. Claims for loss or damage to Goods in transit shall be made by Purchaser to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and thirty (30) days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause that is not reasonably foreseeable and that is outside JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

5. Cancellation or Modification. Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. If cancellation or modification of an order is approved by JHTNA in writing, Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, restocking fees and costs, out-of-pocket expenses and loss of profit and allocable overhead. In no event shall Purchaser cancel or modify an order after delivery of the Goods. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. Changes. JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment and sole discretion of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, non-availability or shortages of materials from suppliers or price changes.

7. Warranties. JHTNA warrants the Goods manufactured by JHTNA and supplied to Purchaser hereunder to be free from material defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at the time Purchaser's order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a material manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option and cost. Subject to any other obligations JHTNA may have under this Agreement, such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within ten (10) days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. Returns. Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. Assumption of Risk for Use. Purchaser and each user of the Goods sold by JHTNA pursuant to this Agreement shall be solely responsible for the proper use of such Goods. Purchaser acknowledges and agrees that use of such Goods may result in personal injury or death. The purchase of such Goods by Purchaser shall constitute Purchaser's acknowledgement and acceptance of any and all responsibility and liability that may result from use of the Goods. Purchaser's assumption of risk and liability shall not include liability that results solely from JHTNA's gross negligence,

willful misconduct or breach of this agreement, including any material defect in the manufacturing of the Goods by JHTNA.

10. Limitation of Liability and Other Damages. Except as otherwise provided herein, JHTNA's liability hereunder and with respect to the Goods sold shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, unless otherwise set forth herein, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such property or personal injury damages; provided, however, that if such property or personal injury damages are solely the result of JHTNA's gross negligence, willful misconduct or breach of this Agreement, including a material defect in the manufacture of the Goods, then JHTNA shall defend, hold harmless and indemnify Purchaser from and against such liability resulting from JHTNA's gross negligence, willful misconduct or breach of this Agreement. However, JHTNA's liability shall not extend to any damages, including property or personal injury damages, that are shown to result from, in whole or in part, any alteration of the Goods by Purchaser or any other unauthorized third party, improper placement of the Goods by Purchaser or any other unauthorized third party, improper maintenance of the Goods by Purchaser or any other unauthorized third party or improper use of the Goods.

11. Indemnification. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in any way connected with the Goods sold hereunder, including without limitation Purchaser's or any other third party's use of the Goods, any alteration of the Goods, any improper placement of the Goods or any improper maintenance of the Goods.

12. Security Agreement. This Agreement shall constitute a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without

any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

13. Landlord's Liens. If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

14. Technical Information. Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

15. Patents, Trademarks and Copyrights. JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such Goods, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such Goods are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement; and (b) if in such suit use of such Goods by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the Goods, (ii) modify the Goods to render them non-infringing, (iii) replace the Goods with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the Goods.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without JHTNA's written consent, or for infringements of combination or process patents covering the use of the Goods in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any Goods furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of Goods sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

16. Spacing Behind Treadmills. Per industry safety standards (ASTM F2115 and EN 957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills ensuring that there is a two (2) meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

17. Strength Training Anchoring Requirements. Purchaser acknowledges that JHTNA has informed Purchaser of JHTNA's requirement that the specific strength equipment, including Connexus strength units, XULT Rigs and other strength equipment where applicable (the "Anchored Strength Equipment") be anchored to the floor, the wall, or both the floor and the wall of Purchaser's facility in order to prevent any tipping, rocking or shifting of the Anchored Strength Equipment during the use or reasonably foreseeable misuse of the Anchored Strength Equipment. Anchoring to both floor and wall is required for XULT Rigs products. Purchaser also acknowledges that the Anchored Strength Equipment was designed for the use of straps, belts, chains, ropes and/or other devices for pulling or pushing on the Anchored Strength Equipment, and the use of those devices will compromise the stability of the Anchored Strength Equipment unless the Anchored Strength Equipment are properly anchored. Therefore, Purchaser acknowledges the need to anchor the Anchored Strength Equipment as described in the owner's manual for the Anchored Strength Equipment.

As a condition to Order fulfillment, Purchaser shall hire, at Purchaser's sole cost, a licensed contractor knowledgeable of Purchaser's facility and site conditions to anchor the Anchored Strength Equipment as described in the Anchored Strength Equipment owner's manual prior to use of the Anchored Strength Equipment.

Purchaser agrees to indemnify, defend and hold harmless JHTNA and its officers, directors, shareholders, employees, representatives and insurers from any claims damages or losses of any type including claims for personal injury or death and property damage, arising out of or relating in any way to the following: (a) the work performed by the licensed contractor hired by Purchaser; (b) the failure to anchor the Anchored Strength Equipment or the insufficient or improper anchoring of the Anchored Strength Equipment; and (c) Purchaser's failure to comply with these Terms.

18. Purchaser's Property. Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

19. Governing Law and Choice of Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims. Purchaser shall not assign this Agreement without JHTNA's express prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

20. Remedies Cumulative. Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

21. Confidentiality. Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

22. Entire Agreement. This Agreement, including JHTNA's Quote and Power Requirement for Matrix Equipment which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the remaining provisions.

MATRIX

Versa Multi Press

VS-S131

Our Versa Multi-Press station makes building and toning major upper-body muscles accessible, efficient and comfortable. It's specifically designed for easy entry and exit, and the dual-position grips provide excellent training variety. It includes clearly indicated adjustment points for easy use, a reclined position to maximize lumbar support and elevated footrests for superior stability and comfort during heavy lifts.

- Clearly indicated adjustments for ease of use
- Smoothly transition between exercises with one simple adjustment
- Reclined position offers greater lumbar support
- Elevated foot rests provide stability and comfort during heavy lifts
- Dual-position hand grips allow for greater training variety
- Designed for easy entry and exit

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	3 user start options

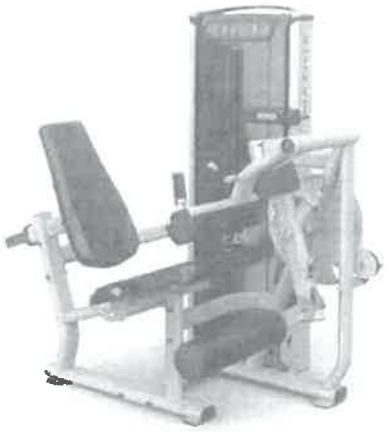
FRAME & CABLES	
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations

TECH SPECS	
PRODUCT WEIGHT (HEAVY STACK)	268 kg / 590 lbs.
OVERALL DIMENSIONS (L X W X H)	154.3 x 157.2 x 199.9 cm / 60.7" x 61.9" x 78.7"
PRODUCT WEIGHT (STANDARD STACK)	236 kg / 520 lbs.

USER AMENITIES	
FOOT SUPPORT	Foot support accommodates users of all sizes for additional lower body support
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PLACARD COLOR CODING	Yellow (upper body)
CONTOURED SEAT	Yes
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WEIGHT STACK	
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
WEIGHT STACK GUARDING	Full front and rear shields
CONSISTENT STACK HEIGHT	Yes

MATRIX



Versa Leg Extension / Leg Curl

VS-S711

Help your users tone and refine the muscles of their legs with the smart design of our Versa Leg Extension/ Leg Curl dual station. Clearly indicated, conveniently located adjustment points make use intuitive and provide users with a hard stop to help prevent injury. Dual-action CAM enables a smooth transition between exercises. Back pad ratchets forward for easy adjustment from the seated position. Angled pads and ideal pivot location promote full muscle contraction and alignment.

- Clearly indicated adjustments for ease of use
- Adjustments are easily performed in the seated position
- Dual-action CAM enables a smooth transition between exercises
- Back pad ratchets forward for easy adjustment from the seated position
- Angled pads and ideal pivot location promote full muscle contraction and alignment

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	12 user start options

FRAME & CABLES	
MACHINE ANCHORING	Machine anchoring locations
CABLE TRANSMISSION	Internally lubricated cables & fittings
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
PRODUCT WEIGHT (STANDARD STACK)	251 kg / 554 lbs.
PRODUCT WEIGHT (HEAVY STACK)	283 kg / 624 lbs.
OVERALL DIMENSIONS (L X W X H)	177.6 x 118.3 x 167.1 cm / 69.9" x 46.6" x 65.8"

USER AMENITIES	
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PLACARD COLOR CODING	Blue (lower body)
CONTOURED SEAT	Yes

WEIGHT STACK	
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.
WEIGHT STACK GUARDING	Full front and rear shields
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
CONSISTENT STACK HEIGHT	Yes

MATRIX

Magnum Adjustable Crossover

MG-924

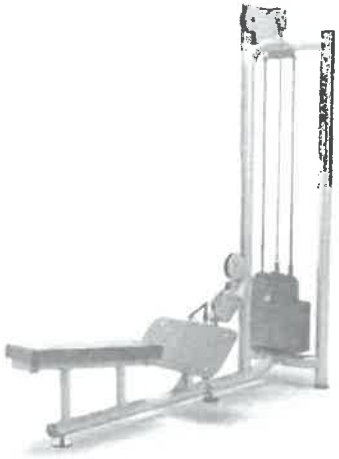
- 1:2 ratio enables smooth resistance and extended travel
- Large support handles provide extra stability
- Available as a freestanding unit (MG-FS924)

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
OVERALL DIMENSIONS (L X W X H) (FS)	108 x 394 x 235 cm / 42" x 155" x 92"
PRODUCT WEIGHT (FS)	392 kg / 864 lbs
PRODUCT WEIGHT	382 kg / 842 lbs
OVERALL DIMENSIONS (L X W X H)	108 x 384 x 235 cm / 42" x 151" x 92"

WEIGHT STACK	
WEIGHT STACK	(2) 105.2 kg / 232 lbs.

MATRIX



Magnum Low Row

MG-926

- Available as a freestanding unit (MG-FS926)
- Large foot platform for added stability

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
PRODUCT WEIGHT (FS)	241 kg / 530 lbs.
OVERALL DIMENSIONS (L X W X H)	219 x 72 x 234 cm / 86" x 28" x 92"
OVERALL DIMENSIONS (L X W X H) (FS)	227 x 72 x 234 cm / 89" x 28" x 92"
PRODUCT WEIGHT	240 kg / 529 lbs.

WEIGHT STACK	
WEIGHT STACK	141.5 kg / 312 lbs.

MATRIX

Magnum Lat Pulldown

MG-921

- Available as a freestanding unit (MG-FS921)
- Thigh pads easily adjust to provide stability and comfort

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
PRODUCT WEIGHT	226 kg / 499 lbs.
OVERALL DIMENSIONS (L X W X H)	129 x 72 x 233 cm / 51" x 28" x 92"
PRODUCT WEIGHT (FS)	227 kg / 500 lbs.
OVERALL DIMENSIONS (L X W X H) (FS)	137 x 72 x 233 cm / 54" x 28" x 92"

WEIGHT STACK	
WEIGHT STACK	141.5 kg / 312 lbs.

Performance Lower Body Ascent Trainer

LED CONSOLE

ALB-PS-LED

Offer muscle-toning, low-impact intensity with a durable Ascent Trainer that focuses on the lower body. Patented suspension design, variable stride length and refined ergonomics keep workouts quiet, smooth and natural, even when incline is increased to target and tone different muscles. Includes water bottle and removable disk to streamline maintenance.

Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Asset Management and Workout Tracking Network App
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No
USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (QI)	No
CSAFE READY	Yes
AUTO WAKE-UP	No

FRAME	
ASSEMBLED DIMENSIONS	178 x 74 x 181 cm / 70.1" x 29.1" x 71.3"
CONTACT & TELEMETRIC HR	Yes
ETHERNET CONNECTIVITY	Yes
MAX USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 30 RPM self-powered
MINIMUM WATTS	5 W powered or 35 W self-powered
PEDAL SPACING	6.4 cm / 2.5"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
RESISTANCE SYSTEM	Brushless generator
STEP-ON HEIGHT	24 cm / 9.5"
STRIDE LENGTH	51–61 cm / 20–24" adjustable
TOP-DOWN LEVELERS	Yes
WATT RANGE	5–650 W
RESISTANCE RANGE	5–775 W
ASSEMBLED WEIGHT	197 kg / 434.3 lbs.
SHIPPING WEIGHT	240.8 kg / 530.9 lbs.
RESISTANCE LEVELS	30

MATRIX

Magnum Preacher Curl

MG-A62

- Angled, ratcheting seat for proper body positioning
- Durable extruded guards for frame and bar protection

FRAME	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	119 x 76 x 99 cm / 47" x 30" x 39"
SHIPPING WEIGHT	57 kg / 125 lbs.

MATRIX

Versa Leg Press / Calf Press

VS-S70

The versatile design of our Versa Leg Press / Calf Press station makes building and toning major leg muscles more efficient and comfortable than ever. A low step-over height and an assistance handle offer easy access for virtually anyone. One-handed adjustments make getting started quick, while an air-shock assisted foot platform makes every adjustment smooth. Additionally, the footplate includes unique visual indicators to help optimize foot placement.

- One-handed start adjustment for ease of use
- Air shock assisted foot platform provides smoother adjustments
- Assistance handle and low step over height for easy access
- Footplate identifies user foot position with unique visual indicators
- Incremental weight

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
RANGE OF MOTION ADJUSTMENT	Gas Assisted Foot Platform Adjustment

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process
FRAME COLOR	Iced Silver
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations

TECH SPECS	
PRODUCT WEIGHT	361 kg / 795 lbs.
OVERALL DIMENSIONS	232.4 x 102.4 x 167.1 cm / 91.5" x 40.3" x 65.8"
REP COUNTER MACHINE USAGE TRACKING	Service mode tracks total machine reps and hours of use
REP COUNTER BATTERY LIFE	Approximately 3 years
REP COUNTER POWER SUPPLY	2 AA batteries

USER AMENITIES	
PERSONAL STORAGE	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
PLACARD COLOR CODING	Blue (lower body)
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WEIGHT STACK	
WEIGHT STACK GUARDING	Full front and rear shields
WEIGHT PLATE INCREMENTS	25 lbs (11 kg)
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
CONSISTENT STACK HEIGHT	Yes
TOTAL STACK WEIGHT	415 lbs (188 kg)

Performance Recumbent Cycle

LED CONSOLE

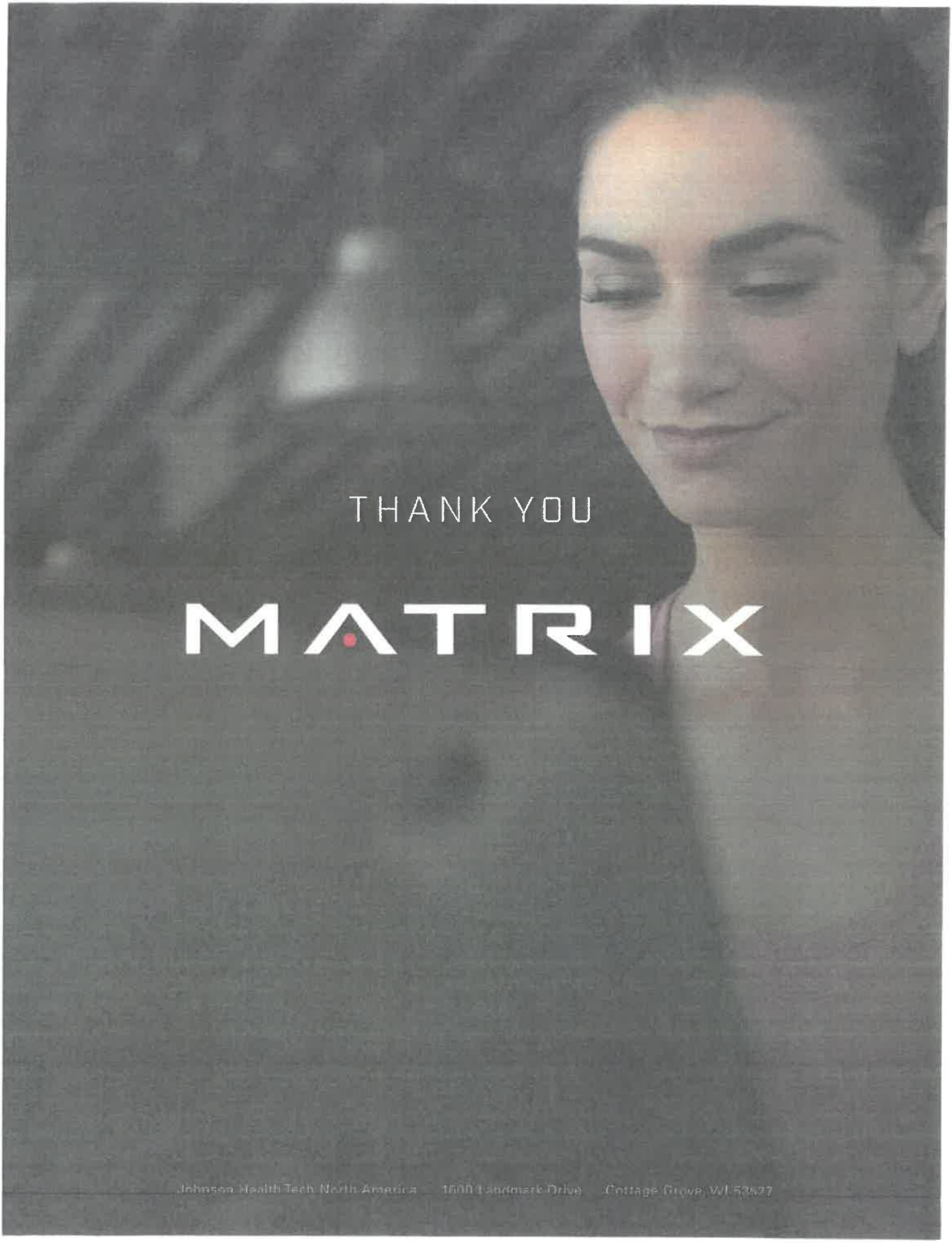
R-PS-LED

Our ultra-durable, ergonomically refined Performance Recumbent Cycle distributes weight and maximizes support for low-impact cardio. Designed for easy placement and accessibility for members of all kinds, the adjustable, ergonomically sculpted seat and back pad enhance comfort while a smart design minimizes service so it's always ready to ride.

Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance.

CONSOLE	
DISPLAY	Large number LED with message center
WORKOUTS	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training†, fitness tests †Some of these programs may not be available on this frame.
IFIT ON-DEMAND WORKOUTS	No
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
FAN	No
ANALOG TV	Optional; attachable add-on TV
DIGITAL TV	Optional; attachable add-on TV
IPTV	No
PRO:IDIOM COMPATIBILITY	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)
WIFI	Optional; included with Asset Management and Workout Tracking Network App
BLUETOOTH	No
ANT+	No
RFID WIRELESS LOGIN	Optional
CONNECTS TO APPLE WATCH	No
MADE FOR IPHONE®, IPAD®, IPOD®	No
CONNECTS TO SAMSUNG GALAXY WATCH	No
USB PORT	Yes; device charging, software updates
WIRELESS CHARGING (QI)	No
CSAFE READY	Yes
AUTO WAKE-UP	No

FRAME	
ASSEMBLED DIMENSIONS	150 x 65 x 143 cm / 59.1" x 25.6" x 56.3"
CONTACT & TELEMETRIC HR	Yes
CRANK DESIGN	Three piece with forged arms and integrated puller
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Seat side; front ergo bend
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 25 RPM self-powered
MINIMUM WATTS	4 W powered or 10 W self-powered
PEDAL SPACING	17.5 cm / 6.9"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
REAR-LIFT HANDLE	Yes
RESISTANCE SYSTEM	Brushless generator
SEAT ADJUSTMENT	Single-hand lever
SEAT MATERIAL	Custom one-piece, molded seat back and bottom
TOP-DOWN LEVELERS	Yes
RESISTANCE RANGE	1–600 W
ASSEMBLED WEIGHT	94.4 kg / 208.1 lbs.
SHIPPING WEIGHT	106.5 kg / 234.8 lbs.
RESISTANCE LEVELS	30


THANK YOU
MATRIX
Johnson Health Tech North America 1600 Landmark Drive Cottage Grove, WI 53527

ROGUE®

OFFICIAL QUOTE

545 E. 5TH AVE.
COLUMBUS, OH 43201
(614) 358-6190
TEAM@ROGUEFITNESS.COM

Bill To:
ANTONIO MARCIANTE
SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE FL 33154

Ship To:
ANTONIO MARCIANTE
SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE FL 33154

Total Equipment Cost	**$6,370.95**
Shipping (Freight - RL)	**$331.00**
Grand Total	**$6,701.95**

Quote #: 138419

Weight	Brand	Item Description	SKU	QTY	Price	Total	Details
1.08 lbs	Rogue	Rogue US Made Spring Collars - Pair	MW0030	2	$17.10	$34.20	
49 lbs	Rogue	1.2 Matt Chan Bar (Stainless Black Shaft / Black Sleeve)	RA0545-SS-EBLACK-IL	1	$409.50	$409.50	
149.74 lbs	Rogue	Rogue Adjustable Bench 3.1 (MG Bright Blue - Txt) - FP Pad	RF0959-7691C-MG-TXT-FP	2	$595.00	$1,190.00	
49.15 lbs	Rogue	SAML-24 Monster Lite Spotter Arms	RA0402	1	$185.25	$185.25	
6.25 lbs	Rogue	Rogue ML/Infinity Rope Attachment Anchor	RA1054	1	$33.25	$33.25	
372.91 lbs	Rogue	Monster Lite Half Rack - 24" Depth	RF0914-24-BLACK-MG	1	$1,365.75	$1,365.75	Includes: [RA2819] ML 2" Sandwich J-Cup Pair
213.2 lbs	PowerBlock, Inc.	Pro 90 Commercial Set	PB-IB-CLUB-90	2	$1,539.00	$3,078.00	
3.98 lbs	Rogue	Rogue Tube Band w/ Handles Complete Package - 6 Band Set	SH0016	1	$75.00	$75.00	

* Shipping quotes are only valid for 24 hours
* All previous versions of this form are obsolete
* Please ensure the items and quantities on this quote are correct prior to placing your order
* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.
* 100% Due Upon Order unless otherwise Agreed Upon
* All POs are processed with Net 30 terms starting the date the order ships. POs over $25,000 will require a 50 % deposit to initiate the order. The remaining 50 % of the balance will have Net 30 terms * * starting the date the order ships.* *If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.
* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

3/20/2023 2:09:11 PM

MEMORANDUM

ITEM NO. 3F.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Approving and Authorizing the Expenditure of $59,657.00 to Convert the Police Department Sallyport to a Town Employee Gym and Training Facility**

Town Administration is seeking Authorization to expend a not to exceed the amount of $59,657, toward the conversion of the current sallyport to an employee Gym and Training Center.

In 2022, the Town Administration made the decision to close the gym for all town employees to allow for more office space to be created. As part of the closure of the gym, the administration discussed moving the gym facility to a new location within the police department garage sallyport and remodel the facility.

The new Gym would benefit all Town of Surfside Employees. Health and welfare of town employees is paramount and proven to have health benefits. This will also assist in lowering our insurance premiums for the town.

A gym is also an intricate part of the daily fitness for town employees, to include Lifeguards, Police Officers and all town staff. Studies have shown that police officers must be prepared for a wide variety of tasks at moment's notice. When a situation requiring escalation in use of force arises, an officer's fitness or lack thereof may impact the level of force utilized. The decision was made to move the gym to the police department garage and begin the process of remodeling the facility to convert it to a gym to allow all town employees to use on a daily basis.

The Sallyport Conversion Project will be performed by various venders and managed by the Public Works Department. The individual costs per vendor are less than $15,000.00 and will

be purchased pursuant to section 306 of the Town Code.

Staff is seeking authorization to expend a total of of $59,657.00 from the cost savings from the Integrated Technology purchase to allow for the remodeling of the garage into a new gym to benefit all town employees.

Resolution Authorizing Expenditure of Funds for Gym Facility Project.DOCX

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $59,657.00 FOR THE POLICE DEPARTMENT GARAGE SALLYPORT CONVERSION TO GYM REMODELING PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires to promote the heath and general welfare of Town Police Officers, employees, and, staff; and

WHEREAS, in 2022, the Town's gym facility was closed for the remodeling of the offices at Town Hall; and

WHEREAS, the Town Administration is proposing to remodel and convert the garage sallyport currently utilized by the Town's Police Department for a new gym facility that would benefit all Town Police Officers, employees, and staff (the "Gym Facility Project"); and

WHEREAS, Town Administration is seeking approval and authorization to expend funds in an amount not to exceed $59,657.00 for the Gym Facility Project; 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. **Approving and Authorizing Expenditure of Funds.** The Town Commission approves and authorizes the expenditure of funds in an amount not to exceed $59,657.00 for the Gym Facility Project.

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

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

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

MEMORANDUM

ITEM NO. 3G.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **FY 2023 Budget Amendment Resolution No. 6**

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 is as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Increase reserves $76,097 and reduce funding of $76,097 appropriated for the Public Safety CAD System due to system cost under budget.
2. Appropriate $59,657 of Fund Balance for a transfer to the Capital Projects Fund for the

Public Safety gym remodeling project.
3. Appropriate $16,440 of Fund Balance for the final payment of the FAA Metroplex airport noise assessment.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to:

1. Record a transfer of $59,657 from the General Fund for provide funding for the Public Safety Gym Remodeling project.
2. Appropriate $59,657 for the Public Safety Gym Remodeling project.

TOURIST RESORT FUND (Attachment A)

The Tourist Resort Fund is being amended to:

1. Appropriate $285,626 of fund balance for the Phase II purchase and installation of Turtle Friendly Solar Bollards along the Hardpack.

POLICE FORFEITURE FUND (Attachment A)

The Police Forfeiture Fund is being amended to:

1. Appropriate $36,284 of fund balance for the purchase and installation new gym equipment for the Public Safety gym remodeling project.

Resolution Approving Budget Amend No. 6.DOCX

Attachment A - FY2023 Budget Amendment No. 6.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 6 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 (1) increase reserves by $76,097 and reduce funding of $76,097 appropriated for the Public Safety CAD System due to the system cost being under budget, (2) appropriate $59,657 of fund balance for a transfer to the Capital Projects Fund for the Public Safety Gym Remodeling Project, and (3) appropriate $16,440 of fund balance for the final payment of the FAA Metroplex airport noise assessment, as detailed in Attachment "A" attached hereto; and

WHEREAS, the Capital Projects Fund is being amended to (1) record a transfer of $59,657 from the General Fund to provide funding for the Public Safety Gym Remodeling project, and (2) appropriate $59,657 for the Public Safety Gym Remodeling Project, as detailed in Attachment "A" attached hereto; and

WHEREAS, the Tourist Report Fund is being amended to appropriate $285,626 of fund balance for the Phase II purchase and installation of Turtle Friendly Solar Bollards along the Hardpack, as detailed in Attachment "A" attached hereto; and

WHEREAS, the Police Forfeiture Fund is being amended to appropriate $36,284 of fund balance for the purchase and installation new gym equipment for the Public Safety Gym Remodeling Project, as detailed in Attachment "A" attached hereto; and

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

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

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

Section 2. Approving Amended Budget; Budget Amendment No. 6. 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 18th day of April, 2023.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

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

_____
Shlomo Danzinger, Mayor

Attest:

_____

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

_____

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

TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A

Fiscal Year 2022/2023 4/18/2023
BA No. 6
Fund Nos. 001 General Fund
301 Capital Projects Fund
102 Tourist Resort Fund
105 Police Forfeiture Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001-511-392-00-00	Appropriated Fund Balance	Return to fund balance available funds resulting from the Public Safety CAD System under budget.	$ 3,121,180		$ 76,097	$ 3,045,083
001-511-392-00-00	Appropriated Fund Balance	Appropriate for new gym to Capital Projects Fund and final payment for FAA Metroplex airport noise assessment.	$ 3,045,083	$ 76,097		$ 3,121,180
TOTAL	**GENERAL FUND REVENUES**			**$ 76,097**	**$ 76,097**	
EXPENDITURES						
001-3000-521-44-03	Rental & Leases - Equipment	CAD system under budget, transfer available funding for Public Safety gym remodeling project and final payment for FAA Metroplex airport noise assessment.	$ 520,308		$ 76,097	$ 460,651
001-1500-514-31-11	Professional Services - Legal Svcs		$ 5,930	$ 16,440		$ 22,370
001-7900-581-91-30	Transfers Out-Capital Projects Fund		$ 5,241,718	$ 59,657		$ 5,301,375
	GENERAL FUND EXPENDITURES			**$ 76,097**	**$ 76,097**	
CAPITAL PROJECTS FUND						
REVENUES						
301-590-381-01-00	Transfers In-General Fund	Transfer from General Fund for new gym remodeling project	$ 5,241,718	$ 59,657		$ 5,301,375
TOTAL	**CAPITAL PROJECTS FUND REVENUES**			**$ 59,657**	**$ -**	
EXPENDITURES						
301-4400-539-TBD	Public Safety Gym Remodel	Appropriate funds for new gym remodeling project	$ -	$ 59,657		$ 59,657
TOTAL	**CAPITAL PROJECTS FUND EXPENDITURES**			**$ 59,657**	**$ -**	
TOURIST RESORT FUND						
REVENUES						
102-552-392-00-00	Appropriated Fund Balance	Appropriate funding for the purchase and installation of Turtle Friendly Solar Bollards along the Hardpack Phase II	$ 1,838,543	$ 285,626		$ 2,124,169
	TOURIST RESORT FUND REVENUES			**$ 285,626**	**$ -**	
EXPENDITURES						
102-8000-539-64-10	Capital Outlay-Machinery & Equipment	Purchase and installation of Turtle Friendly Solar Bollards along the Hardpack Phase II	$ 57,472	$ 285,626		$ 343,098
TOTAL	**TOURIST RESORT FUND EXPENDITURES**			**$ 285,626**	**$ -**	
POLICE FORFEITURE FUND						
REVENUES						
105-521-392-00-00	Appropriated Fund Balance	Appropriate funding for new gym equipment	$ 48,000	$ 36,284		$ 84,284
TOTAL	**POLICE FORFEITURE FUND REVENUES**			**$ 36,284**	**$ -**	
EXPENDITURES						
105-3400-521-64-10	Capital Outlay-Machinery & Equip	New gym equipment	$ -	$ 36,284		$ 36,284
TOTAL	**POLICE FORFEITURE FUND EXPENDITURES**			**$ 36,284**	**$ -**	

MEMORANDUM

ITEM NO. 3H.

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

From: Shlomo Danzinger, Mayor

Date: April 18, 2023

Subject: **Education and Sharing Day**

For the commission to approve the resolution as submitted recognizing the importance of a moral and ethical education for our children.

Education and Sharing Day is a day established by the United States Congress in honor of the Rebbe, Rabbi Menachem Mendel Schneerson. It calls for increased focus on education, and recognizes the lifelong efforts of the Rebbe for education. Since 1978, Education & Sharing Day, USA, has been proclaimed by the president each year on the Rebbe's birthday on the Jewish calendar, 11 Nissan, which is four days before Passover and thus generally can fall between March 21 and April 21 on the Gregorian calendar.

On Education and Sharing Day, people are encouraged to participate in educational and sharing activities. This could include attending a lecture or workshop, volunteering at a local school or community organization, or simply spending time with family and friends to discuss the importance of education and sharing.

Education and Sharing Day is a time to celebrate the power of education to transform lives and build a better future for all. It is also a time to remember the Rebbe's lifelong commitment to education and his vision for a world where everyone has the opportunity to learn and grow.

Education & Sharing Day - April 2023.pdf

Education & Sharing Day - Request - April 2023.pdf

Proclamation

Whereas, *a quality education is one of the significant foundations for the continuing success of our state, our country, and our society at large; and in the Town of Surfside we strive for the betterment of all of our citizens through an increased focus on education and sharing; AND*

Whereas, *in order to achieve its highest goals, education must be more than just training in facts and figures, or even basic skills, as important as they are. It must also include instruction in the ethical values of our civilization; AND*

Whereas, *one of the leading global advocates for the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Schneerson, of righteous memory, stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society, and strongly urged that education be reinforced by the inculcation of strong moral values; AND*

Whereas, *April 2, 2023, will mark 121 years since the Rebbe's birth, and the date will be celebrated across these United States and around the globe in tribute to the Rebbe's vision, guidance, and leadership; AND*

Whereas, *we can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with awareness that even a single positive act of an individual can make a major impact in this world.*

Now *therefore I, Shlomo Danzinger, do hereby proclaim April 2, 2023, as:*

Education & Sharing Day

in the Town of Surfside, Florida, and call upon government officials, educators, volunteers, and citizens to reach out to those within your communities and work to create a better, brighter, and more hopeful future for all.

Signed by my hand at Surfside Town Hall
on this the 18th day of April 2023.

_____

Shlomo Danzinger, Mayor
Town of Surfside

TOWN OF SURFSIDE

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

OFFICE OF THE TOWN CLERK

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

Date of Request: 03/31/2023

Name of Requestor: Rabbi Sholom Lipskar

Organization: The Shul Jewish Community Center

Address: 9540 Collins Ave. Surfside, FL 33154

Phone / E-Mail: (305) 868-1411 / info@theshul.org

Name of Individual / Organization to be honored:

Rabbi Menachem Mendel Schneerson

Title for Proclamation or Certificate:

Education & Sharing Day

Date of Recognition: 04/18/2023

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

See attached proclomation

Document is to be*:*

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

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes_____ No_____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

MEMORANDUM

ITEM NO. 3I.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Authorization to Approve the Purchase and Installation of Turtle Friendly Solar Bollards Along the Hardpack for Maintenance and Safety as Part of Phase II**

Town Administration is seeking Town Commission approval to expend a total of $ 285,626.00 with First Light Technologies, Inc. and install Phase II bollard lighting on the beach hardpack.

At the November 2022 Town Commission meeting, the Town Commission authorized the Town manager to proceed with the implementation of Turtle Friendly Solar Bollards Project ("Project") in two phases with the first phase (Phase I) being behind the Community Center and beach ends. The second phase (Phase II) consisting of interconnecting the street ends to create continuous uniformity across the entire path. Town administration has completed Phase I of the Project and is ready to implement Phase II. Refer to Exhibit A to the resolution for total cost breakdown of Phase II based on First Light Technologies proposal dated March 17, 2023. Town staff already obtained consent from 15 (out of 28) east side properties along Collins Avenue for the installation of solar bollards.

The purchase is exempt from competitive procurement and is being made pursuant to Section 3-13(6) of the Town's Code as the product is the only product in the market (sole source) constructed of marine grade material, that is solar and is Wildlife Conversation Commission's Certified Wildlife Lighting, that has a replaceable battery which prolongs the longevity of the fixture. Refer to Attachment "A" - "Sole Source Letter."

Substantial consent has been obtained from private properties and the Town is ready to commence Phase II implementation.

Attachment A- Sole Source.pdf

Resolution Approving Solar Bollards Purchase for Phase 2.DOCX

Exhibit A - Phase II Quote - 200 PLB-AMB-BLS.pdf

FIRSTLIGHT TECHNOLOGIES

Better, Simpler, Outdoor Lighting

October 18.2022

Town of Surfside
Hector Gomez
SURFSIDE, FL 33154
786-778-1728

Subject: **First Light Technologies Solar Powered Amber LED Bollard (PLB-AMB) Sole Source Letter**

Dear Mr. Gomez,

This letter is to provide notification that First Light Technologies Ltd. is the sole source provider of the First Light Technologies, Solar Powered Amber LED Bollard (PLB-AMB) .

Approved by the Florida Fish and Wildlife Conservation Committee (Certification No. 2018-060) for safe installation near turtle nesting beaches, the PLB amber series provides reliable, off-grid light for beach front properties. The true amber LED (with wavelength above 585nm), full cut off distribution with 180 degree backlight shields and low mounting height options help to ensure baby turtles do not become disorientated while migrating to the water. Using the latest solar and LED technology, the PLB amber bollards are fully self-contained, constructed with marine grade corrosion resistant aluminum, and rated to IP67, offering significant benefits over typical solar and wired bollards, especially within sensitive ecosystems. The PLB amber uses a high performance lithium battery with an exceptional 10+ year lifecylce. The battery is contained within the bollard post which allows for easy battery changes when required.

While the PLB-AMB is sold through various distributors and wholesalers throughout the USA and the world, First Light Technologies remains the sole source manufacturer of the PLB-AMB bollard. All orders from representatives, distributors and white label partners, are manufactured by our production teams in Victoria, British Columbia, Canada.

Through our investments in innovation and technology, First Light Technologies is a world leader in the Solar LED park and pathway lighting. Our lighting solutions combine robust construction, aesthetic design and intelligent functionality resulting in reliable, stand alone, solar lighting that can be used in virtually any environment.

Best regards,

Farrah Costo
Manager, Customer Expereince
First Light Technologies Ltd.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF TURTLE-FRIENDLY SOLAR POWERED AMBER LED BOLLARDS FROM FIRST LIGHT TECHNOLOGIES LTD. FOR PHASE II OF THE TURTLE-FRIENDLY SOLAR BOLLARDS PROJECT; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) OF THE TOWN CODE AS EQUIPMENT AVAILABLE FROM A SOLE SOURCE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires to provide turtle-friendly lighting along the beach hardpack to improve pedestrian safety along the walking path; and

WHEREAS, on November 15, 2022, the Town Commission approved Resolution No. 2022-2950, approving the purchase of turtle-friendly solar powered amber LED bollards (the "Solar Bollards") from First Light Technologies Ltd. (the "Vendor") as part of Phase I of the Turtle-friendly Solar Bollards Project (the "Project"); and

WHEREAS, the Solar Bollards are certified by Florida Fish and Wildlife Conservation (Certification No. 2018-060) for safe installation near turtle nesting beaches; and

WHEREAS, the Town Administration desires to purchase the Solar Bollards from the Vendor for Phase II of the Project, which consists of interconnecting the street ends to create a continuous uniform lighting path on the hardpack; and

WHEREAS, pursuant to Section 3-13(6) of the Town Code of Ordinances (the "Code"), supplies, equipment or services available from a sole source only may be exempted from the competitive bidding requirements; and

WHEREAS, the Town received a Quote from the Vendor attached hereto as Exhibit "A" for 200 Solar Bollards at a cost of $285,626, and a sole source letter attached hereto as Exhibit "B" which confirms that the Vendor is the sole source manufacturer of the Solar Bollards; and

WHEREAS, the Town Commission wishes to approve the purchase of 200 Solar Bollards for Phase II of the Project, in accordance with the Quote attached hereto as Exhibit "A;" and authorize the Town Manager to enter into a Purchase Order with the Vendor and/or any agreements as deemed necessary by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that the purchase of the Solar Bollards and this Resolution are in the best interest and welfare of the Town.

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

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

Section 2. Purchase of Solar Bollards Approved; Exemption from Competitive Bidding. The Town Commission hereby approves the purchase of the Solar Bollards from the Vendor for Phase II of the Project in an amount not to exceed $285,626 in accordance with the Quote attached hereto as Exhibit "A." The Town Commission finds that pursuant to Section 3-13(6) of the Town's Code, the purchase is exempt from competitive bidding as a sole source provider.

Section 3. Authorization to Expend Funds and Purchase Solar Bollards. The Town Manager is hereby authorized to expend funds in the amount of $285,626 and

issue a purchase order and/or any agreements as deemed necessary by the Town Manager and Town Attorney for the Solar Bollards in accordance with the Quote attached hereto as Exhibit "A."

Section 4. Implementation. The Town Manager and Town Officials are authorized to and take any and all necessary action to implement the purchase and installation of the Solar Bollards and the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

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

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

FIRSTLIGHT TECHNOLOGIES

Better, Simpler Outdoor Lighting

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
United States

Reference: 20230317-144543554
Quote created: March 17, 2023
Quote expires: April 16, 2023
Quote created by: Hannah Percival

hpercival@firstlighttechnologies.com

Fran Duval
fduval@townofsurfsidefl.gov
305-861-4863 x 205

Comments from Hannah Percival

When submitting your purchase order, please use the full order key listed below which includes the lighting profile and any additions:

(Qty) Part Number

1. (200) PLB-102-BZ-ASM-AMB-04-BLS

Salesperson: Hannah Percival
Estimated Lead Time: 14 weeks(to be confirmed at time of order)
Ship To: Surfside, FL
Ship Method: FedEx Freight
Currency:USD

Special Shipping Requirements: Pre-shipped anchor bolts & templates, 24 hour call ahead, residential and liftgate delivery are available on request - additional charges apply.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
PLB 35" Bronze Type 3 Amber PLB	PLB-102-BZ-ASM-AMB-**	200	$1,320.00	$264,000.00
Beachside Shield, Bronze, PLB Series Bollard Shield	43-0165	200	$65.00	$13,000.00

Subtotals

One-time Subtotals	$277,000.00

Other Fees

Shipping	$8,626.00
Total	**$285,626.00**

Purchase terms

Payment: Net 30
Incoterms: EXW
Our quotes are only valid for the project or city referred to above and are valid for 30 days.

Questions? Contact me

Hannah Percival
hpercival@firstlighttechnologies.com

First Light Technologies
3303B Tennyson Ave
Victoria, BC V8Z 3P5
CA

MEMORANDUM

ITEM NO. 4A1.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 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 - Second Reading

ORDINANCE 2023 -_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-48.3 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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Section 90-48.3 of the Code provides additional setbacks for buildings on waterfront properties in the H30A district; and

WHEREAS, Section 90-48.3 applies to enclosed buildings but not to structures; and

WHEREAS, Section 90-48.3 specifically applies to Biscayne Bay and Point Lake, but does not squarely address Indian Creek; and

WHEREAS, the Town has interpreted Section 90-48.3 as requiring a waterfront setback of 50 feet for properties on Indian Creek and the Town Commission finds this interpretation reasonable, defensible, and in the best interests of the Town, and therefore seeks to clarify the applicability of the requirement by amending Section 90-48.3; and

WHEREAS, notwithstanding the clarification, the Town Commission finds that, subject to reasonable regulations, accessory structures and enclosed buildings are appropriate within the waterfront setback area; and

WHEREAS, amending Section 90-54.1 of the Code, to clarify regulations applicable to accessory structures and enclosed buildings within the waterfront setbacks applicable to H30A properties, is necessary and in the best interests of the Town and its residents; and

WHEREAS, at a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed, including amending the regulations for accessory structures on waterfront lots in the H30A zoning district; and

WHEREAS, the Town Commission held its first public hearing on March 14, 2023 and, having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on March 30, 2023, with due public notice and input, and recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on April 18, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 90.48.3 of Section 90-48. – "Modification of side and rear yard regulations" of the Code, and Section 90.54.1 of Section

[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.

90.54. – "Accessory buildings and structures in the H30A and H30B districts" of the Code, are hereby amended and replaced with the following:

Sec. 90-48. - Modification of side and rear yard regulations.

* * *

90-48.3 In the H30A district, except as provided in Section 90-54.1, no building shall be erected within 25 feet of the seawall on Point Lake nor within 50 feet of the sea wall on any other water body including Biscayne Bay, Indian Creek, 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.
(d) For H30A properties on Point Lake, an accessory structure may be constructed no closer than 10 feet from the seawall, 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 seawall, 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.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL V FINAL VOTE ON ADOPTION
Commissioner Fred Landsman ____
Commissioner Marianne Meischeid ____
Commissioner Nelly Velasquez ____
Vice Mayor Jeffrey Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

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

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

MEMORANDUM

ITEM NO. 4A2.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 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 Amending 90-2 (Definitions) Setback and Yard - Second Reading

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - "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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, the Town finds that the definitions of "Setback" and "Yard" in Section 90-2. – "Definitions" of the Code, refer to the same area of the lot for purposes of zoning and interpretation, and that the two terms are used interchangeably throughout the Zoning Code; and

WHEREAS, the Town Commission finds that amending Section 90-2. - "Definitions" of the Code, to amend the definitions of "Setback" and "Yard" to clarify that they should be interpreted as being synonymous and equivalent terms, are necessary and in the best interests of the Town and its residents; and

WHEREAS, at a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed, including revisions to the definitions of "Setback" and "Yard" to reflect that they should be interpreted as being synonymous and equivalent terms; and

WHEREAS, the Town Commission held its first public hearing on March 14, 2023 and, having complied with the notice requirements in the Florida Statutes, approved the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on March 30, 2023 with due public notice and input, and recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on April 18, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 90-2. – "Definitions" of the Code, are hereby amended and replaced with the following:

Sec. 90-2. – Definitions.

* * *

Setback: The minimum distance required by a zoning district that all structures shall be from front, side and rear lot lines. Setback ~~includes~~ areas are the same as ~~the words~~ "yard(s)", "required yards", ~~or~~ "minimum required yards" or ~~and~~ "minimum yards", and regulations referencing "setbacks" shall be interpreted to apply to "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. The term "yard" refers to the same area as the term "setback", and regulations describing "yards" shall be interpreted to apply to "setbacks."

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by:_____

Second Reading:
Motion by: _____
Second by:_____

FINAL VOTE ON ADOPTION
ATTEST:

_____
Sandra N. McCready, MMC

Town Clerk

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

_____

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

MEMORANDUM

ITEM NO. 4A3.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 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.

Ordinance Amending 90-2 (Definitions), 90-45.1 (Aggregation of Lots) and 90-86.2 (Landscape Permit) to Delete reference to Gross - Second Reading

Attachment A - Gross Acre in the Zoning Code

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-2. - "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.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Section 4, Article I, of the Town Charter limits the density, intensity, and height of development and structures to that permitted under the Comprehensive Plan or Zoning Code in effect in 2004; and

WHEREAS, Section 4, Article I, of the Town Charter, was amended by voter approval at the March 15, 2022 Special Election, to clarify that "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)"; and

WHEREAS, the 2022 Charter amendment was consistent with the definition and calculation of lot area in the Zoning Code in effect in 2004; and

WHEREAS, consistent with the 2022 Charter amendment, Ordinance No. 22-1719 adopted by the Town Commission on March 8, 2022, amended Section 90-2. - "Definitions" of the Code, to delete the definition of "gross acre"; and

WHEREAS, the Town finds that certain definitions in the Code were historically interpreted to allow development that was out of scale and incompatible with the Town's land development objectives and that potentially exceeded the limitations of Section 4, Article I., of the Town Charter; and

WHEREAS, the Town Commission finds that amending Section 90-2. - "Definitions" of the Code, to amend the definition of "density" to delete the reference to "gross" acre, amending Section 90-45.1. - "Aggregation of lots" of the Code, to delete the reference to "gross" density, and amending Section 90.86.2 – "Landscape permit plans" of the Code to delete the reference to "gross acreage" are consistent with the 2022 Charter amendment to Section 4, Article I. of the Town Charter and Ordinance No. 22-1719 which deleted "gross acre" from the Town Code, and are necessary and in the best interests of the Town and its residents; and

WHEREAS, at a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed, including revisions to delete references to "gross" acre or density contained therein; and

WHEREAS, the Town Commission held its first public hearing on March 14, 2023 and, having complied with the notice requirements in the Florida Statutes, approved the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on March 30, 2023, with due public notice and input, and recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on April 18, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 90-2. – "Definitions", Section 90-45.1. – "Aggregation of lots", and Section 90.86. – "Landscape permit plans" of the Code, are hereby amended to delete any reference to "gross" and replaced with the following:

Sec. 90-2. – Definitions.

* * *

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.

* * *

Sec. 90-86. – Landscape permit plans.

* * *

90-86.2 All landscape plans shall meet the following requirements:

* * *

(7) A landscape calculation table indicating the minimum required and provided comparisons of the proposed plant material. Also, providing the ~~gross and~~ net acreage~~s~~, buffer lengths, percentages of landscaping in the VUA, pervious area, street lengths, percentages of sod, native/drought tolerant percentages and landscape material size requirements.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

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

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

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 7&half 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.

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.

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)

MEMORANDUM

ITEM NO. 4A4.

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

From: Lilian Arango, Town Attorney

Date: April 18, 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 Prohibited - Second Reading

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, heath, 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 an 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

[1] https://link.edgepilot.com/s/8029854e/zvCwpDrchE2GK2CgsHPYIw?u=https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm

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

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.

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

[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.

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 Meischeid ____
Commissioner Nelly Velasquez ____
Vice Mayor Jeffrey Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____

Sandra N. McCready, MMC
Town Clerk

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

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

MEMORANDUM

ITEM NO. 4A5.

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

From: Lilian Arango, Town Attorney

Date: April 18, 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 - Second Reading

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.

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.

[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.

(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 Meischeid ____

Commissioner Nelly Velasquez ____

Vice Mayor Jeffrey Rose ____

Mayor Shlomo Danzinger ____

_____

Shlomo Danzinger, Mayor

ATTEST:

_____

Sandra N. McCready, MMC

Town Clerk

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

_____

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

MEMORANDUM

ITEM NO. 4B1.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Pension Ordinance Addressing Housekeeping Items and Technical Corrections**

It is requested that the Commission approve the proposed Pension Ordinance. The outside professionals employed by the Pension Board are available to answer any questions.

The Town of Surfside sponsors a defined benefit retirement plan for employees (the "Retirement Plan"), which is administered by a five-member Pension Board of Trustees (the "Pension Board"). After a comprehensive review of pension benefits in the year 2020, the Pension Board unanimously recommended aligning retirement ages with the Retirement Plan's maximum benefit cap. Two pension ordinances were adopted in the year 2020: Ordinance 2020-1707 (relating to civilian employees) and 2020-1711 (relating to police officers).

The Retirement Plan was originally adopted in 1960 and is codified in Chapter 2, Article V of the Town Code. Periodically the Retirement Plan is required to be updated and/or clarified. Working with its plan professionals, the Pension Board has unanimously recommended several technical correction amendments which will clarify language and fully implement amendments intended in the year 2020, to permit employees to receive unreduced pension benefits once fully vested.

The proposed Ordinance contains technical corrections/clarifications governing retirement dates (Section 2-176) and the DROP Plan (Section 2-193). These amendments do not have any actuarial impact.

The proposed Ordinance also addresses the timing of benefit payments for deferred vested members who separate from service after working for at least ten years, but prior to their normal retirement date (Section 2-182). While this retirement scenario was intended to be incorporated into the 2020 amendments, the requisite revisions were inadvertently omitted.

Section 1 of the Ordinance would clarify Plan language by making technical corrections to Section 2-176 of the Retirement Plan. There is no cost impact to these amendments which are

not substantive.

Section 2 would address the previously overlooked issue of “deferred vested members” who separate from the Town after fully vesting with ten or more years of service, but prior to their “normal retirement date”. As currently written, Section 2-182 requires such members to wait until age 65 to commence receipt of retirement benefits. The proposed amendment would enable future deferred vested members with at least ten years of service to begin receipt of pension benefits at age 55. This is an amendment with an actuarial impact.

Section 3 would permit all DROP participants to participate in the DROP program for a full five-year period. As currently written, Section 2-193 limits DROP participation to five years, but also requires DROP participants to separate from Town employment no later than 60 months from their first date of eligibility. Many employees delay DROP entry because they were hired at a young age or cannot yet afford to retire. The proposed amendment would permit all eligible employees to participate in the DROP program for a full five-year term, regardless of their age or date of initial eligibility. There is no cost impact to this amendment.

As calculated by the Pension Board’s actuary, the cost of this Pension Ordinance will be approximately $66,769 per year (representing approximately 1.03% of pensionable payroll). The actuarial study prepared by the Pension Board’s actuary in attached (Attachment "A").

Programming: All proposed amendments would apply to current employees and would become effective upon final passage.

Attachment A - Actuarial Study.pdf

Retirement Plan Ordinance.DOCX

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

July 8, 2022

Ms. Yamileth Slate-McCloud
Human Resources Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: Actuarial Study for the Retirement Plan for Employees of the Town of Surfside

Dear Yami:

As requested, we have performed an Actuarial Study to determine the net minimum funding payment of amending the commencement age for future vested terminated members for General Employees and Senior Management Employees under the Retirement Plan for Employees of the Town of Surfside (Plan). This study was performed at the request of the Pension Board.

Current Plan Provisions – The Plan currently provides for vested terminated member benefits to commence payment upon attainment of age 65 for General Employees and Senior Management Employees.

Proposed Changes – We understand the Town is interested in determining the financial impact of reducing the commencement age to age 55 for future vested terminated members who terminate service with 10 or more years of service (100% vested) for General Employees and Senior Management Employees.

Results – The attached Exhibit sets out the key financial results of our Actuarial Study for each proposed change. The following table summarizes the projected annual increase in the net Town minimum funding payment as a dollar amount and as a percentage of covered payroll under the Plan ($6,507,278).

Proposed Changes	Increase in Net Town Minimum Funding Payment
Scenario 1 – For General Employees only	$ 48,364 0.74%
Scenario 2 – For Senior Management Employees only	$ 18,404 0.28%
Scenario 3 – For General Employees and Senior Management Employees	$ 66,769 1.03%

Actuarial assumptions and methods, financial data, Plan provisions and member census data – The actuarial assumptions and methods, financial data and member census data employed for purposes of our Actuarial Study are the same actuarial assumptions and methods, financial data and member census data utilized for the October 1, 2021 Actuarial Valuation of the Plan.

The Plan provisions employed for purposes of our Actuarial Study are the same Plan provisions utilized in the October 1, 2021 Actuarial Valuation of the Plan with the exception of the proposed changes described above.

Other Considerations – Under Governmental Accounting Standards Board (GASB) Statement Number 68, we understand the full cost of benefit changes must be recognized immediately in the Pension Expense (for accounting, not for funding).

Risk Assessment – Risk assessment may include scenario tests, sensitivity, or stress tests, stochastic modeling, and a comparison of the present value of benefits at low-risk discount rates. We are prepared to perform such assessment to aid the Town in the decision-making process. Please refer to the October 1, 2021 Actuarial Valuation Report dated April 27, 2022 for additional discussion regarding the risks associated with measuring the accrued lability and the minimum funding payment.

This Actuarial Study is intended to describe the estimated future financial effects of the proposed benefit changes on the Plan and is not intended as a recommendation in favor of the benefit changes nor in opposition to the benefit changes.

If all actuarial assumptions are met and if all current and future minimum required contributions are paid, Plan assets will be sufficient to pay all Plan benefits, future contributions are expected to remain relatively stable as a percent of payroll and the funded status is expected to improve. Plan minimum required contributions are determined in compliance with the requirements of the Florida Protection of Public Employee Retirement Benefits Act with normal cost determined as a level percent of covered payroll and a level dollar amortization payment using an initial amortization period of 30 years.

The Unfunded Actuarial Accrued Liability (UAAL) may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions. The UAAL would be different if it reflected the market value of assets rather than the smoothed value of assets.

These calculations are based upon assumptions regarding future events. However, the Plan's long-term costs will be determined by actual future events, which may differ materially from the

assumptions made. These calculations are also based upon present and proposed Plan provisions that are outlined or referenced in this Actuarial Study.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described or referenced, important Plan provisions relevant to this Actuarial Study are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Study.

If you have reason to believe that the information provided in this Actuarial Study is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period) and changes in Plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

This Actuarial Study should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This Actuarial Study was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This Actuarial Study has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This Actuarial Study may be provided to parties other than the Town or Pension Board only in its entirety and only with the permission of an approved representative of the Town or Pension Board.

The signing actuaries are independent of the Plan sponsor.

The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,
Gabriel, Roeder, Smith & Company

Jennifer M. Borregard, E.A., M.A.A.A, F.C.A.
Consultant and Actuary

Nicolas Lahaye, F.S.A., E.A., M.A.A.A, F.C.A.
Consultant and Actuary

Enclosure

cc: Ms. Mayte D. Gamiotea

Proposed Change: Reduce benefit payment commencement age from age 65 to age 55 for future vested terminated members who terminate 100% vested (10+ years of service) for General Employees and Senior Management Employees

	Actuarial Valuation		Scenario 1		Scenario 2		Scenario 3	
			General Employees Only		Senior Management Employees Only		General Employees and Senior Management Employees	
	Cost Data	% of Annual Compensation	Cost Data	% of Annual Compensation	Cost Data	% of Annual Compensation	Cost Data	% of Annual Compensation
A. Participants								
1. Active Employees	90	N/A	90	N/A	90	N/A	90	N/A
2. Terminated Vested	8	N/A	8	N/A	8	N/A	8	N/A
3. Receiving Benefits (including DROPs)	50	N/A	50	N/A	50	N/A	50	N/A
4. Annual Payroll of Active Employees	$ 6,507,278	100.0%	$ 6,507,278	100.0%	$ 6,507,278	100.0%	$ 6,507,278	100.0%
B. Total Normal Costs	$ 1,468,932	22.6%	$ 1,496,507	23.0%	$ 1,477,254	22.7%	$ 1,504,829	23.1%
C. Present Value of Future Benefits	$ 44,925,355	690.4%	$ 45,411,784	697.9%	$ 45,123,196	693.4%	$ 45,609,625	700.9%
D. Total Actuarial Accrued Liability	$ 35,414,026	544.2%	$ 35,683,888	548.4%	$ 35,544,908	546.2%	$ 35,814,770	550.4%
E. Net Smoothed Actuarial Value of Assets	$ 30,314,123	465.8%	$ 30,314,123	465.8%	$ 30,314,123	465.8%	$ 30,314,123	465.8%
F. Unfunded Actuarial Accrued Liability	$ 5,099,903	78.4%	$ 5,369,765	82.5%	$ 5,230,785	80.4%	$ 5,500,647	84.5%
G. Town Minimum Funding Payment	$ 1,333,275	20.5%	$ 1,381,639	21.2%	$ 1,351,679	20.8%	$ 1,400,044	21.5%
H. Increase / (Decrease) in Net Town Minimum Funding Payment	N/A	N/A	$ 48,364	0.74%	$ 18,404	0.28%	$ 66,769	1.03%

ORDINANCE NO. 2023 - ____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 2. – ADMINISTRATION, ARTICLE V. – EMPLOYEE BENEFITS, DIVISION 2. - PENSION PLAN, OF THE TOWN OF SURFSIDE CODE OF ORDINANCES REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; SPECIFICALLY, AMENDING SECTION 2-176 OF THE TOWN CODE TO CLARIFY NORMAL AND EARLY RETIREMENT AGES; AMENDING SECTION 2-182(a) OF THE TOWN CODE TO PERMIT TERMINATED 100% VESTED MEMBERS TO RECEIVE BENEFITS BEGINNING AT AGE FIFTY-FIVE; AND AMENDING SECTION 2-193 OF THE TOWN CODE GOVERNING THE DROP PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") sponsors a defined benefit retirement plan for employees of the Town (the "Retirement Plan"); and

WHEREAS, in the year 2020, the Board of Trustees of the Retirement Plan (the "Pension Board") reviewed benefits in surrounding cities and recommended enhancing pension benefits to align retirement ages with the Retirement Plan's maximum benefit limitation; and

WHEREAS, Sections 2-176 and 2-182 of the Town Code were amended in 2020 by the Town based on the Pension Board's recommendations; and

WHEREAS, the Pension Board has identified housekeeping items which were not addressed in the 2020 Code amendments, thereby necessitation clarifications and amendments to the Code as set forth herein; and

WHEREAS, the Pension Board discussed and approved recommendations based on impact studies by the Pension Board's actuary; and

WHEREAS, the Town Commission finds that the adoption of these Code amendments to the Retirement Plan are in the best interests of the Town and its employees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:[1]

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

Section 2. Town Code Amended. Section 2-176 – "Service Retirement Allowance", of Division 2. – "Pension Plan", of Article V. – "Employee Benefits", of Chapter 2. – "Administration", of the Town Code is hereby amended, as follows:

Chapter 2 – Administration

***

Article V. – Employee Benefits

***

Division 2. – Pension Plan

* * *

Sec. 2-176. Service Retirement Allowance.

(a) *Normal retirement date*. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

(1) For members who are police officers and retired on or before January 31 ~~February 1~~, 2020:

a. The attainment of age 52 and the completion of 20 years of creditable service; or
b. The attainment of age 62 and the completion of 5 years of credited service; or
c. The completion of 25 years of creditable service;
d. The completion of 15 years and four months of service if hired on a full-time basis in March 2003.

****

[1] **Coding**: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~strikethrough~~ and double underline.

(3) For members who are not sworn law enforcement officers, who retire on or after January 1, 2020, the earliest of:

a. The attainment of age 50 and the completion of 20 years of service;

b. The attainment of age 52 and the completion of 15 years of service; or

c. The attainment of age 55 and the completion of 10 years of service.

(b) *Early retirement date*. The early retirement date of each member shall be the first day of the month coincident with or next following the earlier of:

(1) The completion of 20 years of creditable service for all members, or;

(2) The attainment of age 55 and the completion of 15 years of creditable service for Police officers.

Each member who retires from service on or after his early retirement date shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Early retirement benefits shall commence on the date which would have been the member's normal retirement date had he continued in employment with the town. Alternatively, and at the option of the member, reduced early retirement benefits may commence at an earlier date, but no earlier than the attainment of age 55 for Police officers, with the reduction being equal to one-half of one percent for each month by which the benefit commencement date precedes the date which would have been the member's normal retirement date had he continued in employment with the town.

Section 3. Section 2-182 – "Vested rights; effect of salary payments, deduction for plan," of Division 2. – "Pension Plan", of Article V. – "Employee Benefits", of Chapter 2. – "Administration", of the Town Code is hereby amended, as follows:

Chapter 2 – Administration

***

Article V. – Employee Benefits

***

Division 2. – Pension Plan

* * *

Sec. 2-182. Vested rights; effect of salary payments, deductions for plan.

(a) Members who are not police officers, by virtue of the payment of the contributions required to be paid to the plan, receive a vested interest in the accrued benefits earned by such

members upon completion of ten years of creditable service, regardless of age. The vested interest in the accrued benefits earned by all employees who are or become members on or after February 1, 2003 varies by completion of years of creditable service, regardless of age, as follows:

Completed Years of Creditable Service	Vested Interest, %
Less than 5	0
5 or more, but less than 6	50
6 or more, but less than 7	60
7 or more, but less than 8	70
8 or more, but less than 9	80
9 or more, but less than 10	90
10 or more	100

If separated from service, such vested members shall be entitled to a service retirement annuity commencing on the attainment of 65, provided such members have not received a refund of their contributions to the plan. Effective May 1, 2023, general employee and senior management members who are 100% vested shall be entitled to a service retirement annuity commencing at the attainment of age 55, provided such members have not received a refund of their contributions to the plan.

* * *

Section 4. Section 2-193, "Deferred retirement option plan (DROP)", of Division 2. – "Pension Plan", of Article V. – "Employee Benefits", of Chapter 2. – "Administration", of the Town Code is hereby amended, as follows:

Chapter 2 – Administration

***

Article V. – Employee Benefits

***

Division 2. – Pension Plan

* * *

Sec. 2-193. – Deferred retirement option plan.

A deferred retirement option plan ("DROP") is hereby created as follows:

(1) *Eligibility*. A member of the plan who reaches normal retirement age shall be eligible to participate in the DROP ("eligible member"). An eligible member may participate in the DROP for a maximum of 60 months from the date the member reaches his or her ~~earliest~~ normal retirement date. Anything herein to the contrary notwithstanding, if an eligible member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the eligible member shall have 60 days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of 60 months.

(2) *Participation*.

a. An eligible member may elect to become a participant in the DROP ("participant") with 30 days advance written notice to the town and the board during the applicable DROP period; however, in no event shall the DROP period be extended beyond ~~the~~ 60 months ~~from the date the police officer or dispatcher member is first eligible to participate in the DROP~~. As a condition of participating in the DROP, the eligible member must agree to terminate town employment at the conclusion of the DROP period and must submit a letter of resignation to the town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

***

(7) Distribution of DROP account.

a. Within ~~30~~ 120 days following the participant's termination of the employment or death, the participant's entire DROP account balance shall be distributed to the participant (or in the event of the death, to the participant's designated beneficiary or estate) in a cash lump sum, unless the participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the participant. Regardless of the option selected by the participant, the board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the board shall take no action which would jeopardize the tax qualification of the plan.

* * *

Section 5. Conflicts. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. Severability. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not

otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 7. Codification. It is the intention of the Town Commission that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. Effective Date. This ordinance shall become effective upon adoption at second reading.

PASSED on first reading this _____ day of _____ 2023.
PASSED and **ADOPTED** on second reading this _____ day of _____ 2023.

First Reading:
Motion by: _____
Second by: _____

Second and Final Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
Commissioner Fred Landsman ____
Commissioner Marianne Meischeid ____
Commissioner Nelly Velasquez ____
Vice Mayor Jeffrey Rose ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

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

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

MEMORANDUM

ITEM NO. 4B2.

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

From: Sandra N. McCready, MMC, Town Clerk

Date: April 18, 2023

Subject: **Amendment of Election Qualifying Dates Due to the March 19, 2024 Presidential Preference Primary**

Town Administration recommends approval of this ordinance to adhere to the State's and Miami-Dade County's 2024 Election Schedule.

The Presidential Preference Primary (PPP) elections are schedule to be held every four years on the third Tuesday in March. The Miami-Dade County Supervisor of Elections deadline to receive ballot information and documents for the 2024 PPP, is Friday, December 1, 2023 (Attachment "A").

The Town of Surfside must amend Sec. 101. – Qualifying for Elected Office, of the Town of Surfside Charter to comply with State and County regulations and deadlines relating to the holding of the Florida 2024 PPP.

The Town Clerk's Office and the Town Attorney's office are proposing that for the Town of Surfside General Election scheduled for March 19, 2024, the qualifying dates are as follows:

Beginning on Friday, November 3, 2023 at 9:00am and ending on Wednesday, November 22, 2023 at noon., with any amended qualifying petition (as otherwise permitted pursuant to section 101 of the Town Charter) to be filed by no later than Wednesday, November 29, 2019 at noon.

Amending the Town's qualifying dates stipulated in the Town Charter will allow all candidates sufficient time to qualify in order to get their names on the March 19, 2024 ballot.

Attachment A - Miami-Dade County Ballot Issue Deadlines - 2024.pdf

Ordinance Amending Qualifying Dates.docx

2024 BALLOT ISSUES DEADLINES

(As of January 20, 2023 - Subject to Change)

Should a municipality have a scheduled election or wish to conduct a special election along with the countywide 2024 Presidential Preference Primary, Primary and General Elections, the **deadlines listed below must be followed**, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail vote-by-mail ballots to overseas voters.

If you are considering conducting a special election, which includes adding a question(s) and/or filling a vacancy(ies), to a regularly scheduled election, please note that per F.S. 100.151, *"…the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his (her) consent obtained as to a date…"* Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a special election must be passed to meet the deadlines listed below.

2024 SCHEDULED COUNTYWIDE ELECTIONS	DEADLINE FOR CANDIDATE QUALIFYING TO END	DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS
PRESIDENTIAL PREFERENCE PRIMARY ELECTION **March 19, 2024**	**No later than** **Friday, December 1, 2023**	**No later than** **Friday, December 1, 2023**
PRIMARY ELECTION **August 20, 2024**	**No later than** **Friday, June 14, 2024** *(Same as Federal, State, and County offices)*	**No later than** **Friday, May 24, 2024**
GENERAL ELECTION **November 5, 2024**	**No later than** **Friday, August 23, 2024**	**No later than** **Friday, July 26, 2024**

Should you have any questions or need additional information, please contact Elizabeth Prieto, Elections Coordination Manager, at 305-499-8405 or e-mail at eprieto@miamidade.gov.

12.16.22:EP

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 101, "QUALIFYING FOR ELECTED OFFICE" OF THE TOWN CHARTER PURSUANT TO SECTIONS 100.3605(2) AND 166.021(4), FLORIDA STATUTES, WITH LIMITED APPLICABILITY TO ESTABLISH QUALIFYING DATES AND SUPPLEMENTAL QUALIFYING DATES FOR THE TOWN'S MARCH 19, 2024 GENERAL ELECTION; PROVIDING FOR INCORPORATION INTO THE CHARTER; PROVIDING FOR CODIFICATION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR NOTIFICATION TO MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 105(1) of the Town of Surfside ("Town") Charter provides that the Town's General Election for election of the Mayor and Town Commissioners shall be held on the "third Tuesday in March in every even numbered calendar year" and related qualifying periods are set forth in Section 101 of the Town Charter; and

WHEREAS, the Town's next General Election is scheduled for March 19, 2024; and

WHEREAS, pursuant to Section 103.101, Florida Statutes, the Presidential Preference Primary (the "Presidential Primary") is scheduled to be held on the third Tuesday in March of each presidential election year; and

WHEREAS, the 2024 Presidential Primary is scheduled for March 19, 2024; and

WHEREAS, to retain the Town's March 19, 2024 General Election date which coincides with the 2024 Presidential Primary, the qualifying periods set forth in the Town Charter must be changed to accommodate the Miami-Dade County Elections Department (the "Department") December 1, 2023 deadline by which names of candidates for the Town's General Election must be provided to the Department; and

WHEREAS, pursuant to Sections 100.3605(2) and 166.021(4), Florida Statutes, municipalities are permitted to change, by ordinance, Charter provisions regarding, "the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates"; and

WHEREAS, the Town Commission finds that it is in the Town's best fiscal interest to retain its March 19, 2024 General Election date and change the related qualifying dates; and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:[1]

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

Section 2. Qualifying Dates Changed. For the Town's March 19, 2024 General Election, the qualifying periods set forth in Section 101 of the Town Charter are hereby changed to establish a qualifying period to commence on Friday, November 3, 2023 at 9:00 a.m. and end on Wednesday, November 22, 2023 at 12:00 p.m., with any amended qualifying petition (as otherwise permitted pursuant to Section 101 of the Town Charter) to be filed by no later than Wednesday, November 29, 2023 at 12:00 p.m.

Section 3. Establishing End of Supplemental Qualifying Period. That with regard to the Town's March 19, 2024 General Election, the end date for any supplemental qualifying period shall be Wednesday, November 29, 2023 at 12:00 p.m.

Section 4. Incorporation into Charter. The provisions of Section 2 of this Ordinance dealing with the limited change in qualifying dates for the Town's March 19, 2024 General Election, shall become and be made part of Section 101 of the Town's Charter, and all remaining language in the Charter dealing with qualifying for office not otherwise in conflict with and/or expressly referred to in this Ordinance shall apply to said March 19, 2024 General Election.

Section 5. Inclusion in the Code. The provision of Section 3 of this Ordinance dealing with the establishment of a date by which the supplemental qualifying period shall end for the Town's March 19, 2024 General Election, shall become and be made part of Section 26-14 of the Town's Code of Ordinances.

Section 6. Authorization. The Town Clerk is authorized to take all actions necessary to incorporate the provisions of this Ordinance into the Town Charter and Town Code in order to accomplish such intentions, and sections of this Ordinance may be implemented into the Charter and Code via footnote.

Section 7. Notification to Miami-Dade County. The Town Clerk is directed, upon adoption of this Ordinance on second and final reading, to notify the Miami-Dade County Elections Department of the subject changes in qualifying dates and to transmit certified copies of this Ordinance to the Miami-Dade County Supervisor of Elections.

Section 8. Codification. It is the intent of the Town Commission that the provisions of this ordinance shall become and be made a part of the Town's Charter and Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

[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 9. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 11. Effective Date. This Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

On Final Reading Moved By: _____

On Final Reading Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Nelly Velasquez _____
Commissioner Marianne Meischeid _____
Commissioner Fred Landsman _____
Vice Mayor Jeff 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. 4B3.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 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.

Ordinance Amending Sec. 90-50.2 Roof Deck Provisions - First Reading

Roof_Stair_Stairs_Limitations in the Zoning Code

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-50.2 "ROOF DECK PROVISIONS" OF SECTION 90-50. -- "ARCHITECTURE AND ROOF DECKS" TO CLARIFY REGULATIONS APPLICABLE TO ROOFTOP STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Section 90-44.1 of the Code provides that architectural elements may extend above the maximum building height otherwise allowed, with such increased height allowed by up to three feet in the H30A and H30B districts; and

WHEREAS, Section 90-50.2 provides that roof decks are permitted in all zoning districts and addresses access stairs, but does not address other rooftop elements; and

WHEREAS, for certain types of structures and/or equipment, the requirements of the Florida Building Code may conflict with Section 90-44.1; and

WHEREAS, the Town Commission finds that it is in the Town's interest to resolve the conflict in favor of the Florida Building Code, and wishes to amend Section 90-50.2 to address a variety of potential rooftop elements; and

WHEREAS, at a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed, including amending the regulations applicable to safety features for access stairs; and

WHEREAS, the Town Commission held its first public hearing on April 18, 2023 and, having complied with the notice requirements in the Florida Statutes, _____ the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on _____, 2023 with due public notice and input, and recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 50.2 "Roof deck provisions" of Section 90-50. – "Architecture and roof decks" of the Code, is hereby amended and replaced with the following:

Sec. 90-50. Architecture and roof decks.

*** * ***

90-50.2 ~~*Roof deck*~~ *Rooftop height provisions.*

(1) Roof decks shall be permitted in all zoning districts subject to Sec. 90-44 and this section.

(2) For properties designated H30A and H30B, roof decks area limited as follows:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

a. Exterior and interior stairs shall be permitted, provided that exterior stairs shall not be visible from any public street.

b. No extension of stairs shall be permitted over the 30-foot height limitation of the building, except for handrails and/or guardrails required by the Florida Building Code.

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. Safety guard railing ~~S~~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)~~ d. 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~~ provide engineered plans for review and approval by the Building Official addressing the following ~~issues~~ requirements:

~~a.~~ i. ~~How will the existing roofing system be protected or replaced to allow for the new use;~~ The proposed methodology to protect and/or replace the existing roof elements for the new use;

~~b.~~ ii. ~~Structural support strategies for any increase in live loads and dead loads;~~ A structural analysis of the underlying structure's capability to support the additional live and dead loads of the new roof deck;

~~c.~~ iii. ~~Compliance with applicable ADA requirements~~;

~~d.~~ iv. Location of plumbing and mechanical vent stacks, fans and other appurtenances to comply with the Florida Building Code(s);

~~e.~~ v. ~~Egress design~~ Accessibility and egress design compliance ~~per~~ with the Florida Building Code and the Florida Fire Prevention Code;

~~f.~~ vi. ~~Added occupancy and servicing restroom facilities~~ Any additional occupancy and/or accessory use requirements of the Florida Building Code(s); and

~~g.~~ vii. All other ~~issues~~ applicable requirements 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.~~

(4) Air conditioning and mechanical equipment on the roof shall comply with the provisions of Sec. 90-67.3

a. Screening shall not exceed the height of the equipment being screened.

(5) Railings and guardrails, at a height required by the Florida Building Code, for roof deck or mechanical access, shall be permitted provided they adhere to the roof deck setback requirements in H30A and H30B, except for railings and guardrails associated with permitted stairs and path from roof perimeter to roof deck.

(6) Rooftop photovoltaics shall comply with the provisions of Sec. 90-50.3.

(7) All rooftop elements must adhere to Sec. 90-44, except where the Florida Building Code requires a different requirement.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4 Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by:_____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

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

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

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)

MEMORANDUM

ITEM NO. 4B4.

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

From: Acting Town Manger Hector Gomez

Date: April 18, 2023

Subject: **Zoning Code Correction: Adjustment to Secondary Frontage Setbacks in H120**

Staff recommends that the Town Commission modify the applicability of secondary frontage setbacks.

At the March 14th, 2023, Town Commission meeting, staff was directed to bring forward an ordinance to address the setback requirements for H120 properties with multiple frontages on public rights-of-way. In the case where a property abuts more than one public street the Zoning Code requires certain setbacks for the "secondary frontages," which are different from interior side setbacks because of the light and air that is afforded by the right-of-way. Properties that abut a public access easement benefit from the light and air afforded by the public access easement. Therefore, applying secondary frontage setbacks to sides that abut a public access easement is appropriate.

See Attachment A for the current section of the Zoning Code.

Ordinance Amending Sec. 90-48 - Secondary Frontage Setbacks in H120- First Reading

Attachment A: Modification of side and rear yard regulations

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-48.5(2) OF SECTION 90-48. – "MODIFICATION OF SIDE AND REAR YARD REGULATIONS" TO CLARIFY APPLICABILITY OF SETBACKS IN H120; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Section 90-48.5(2) of the Code requires a street side setback of at least 20 feet for corner properties in H120 but requires an inclined side setback for interior sides; and

WHEREAS, the purpose of the distinction is that rights-of-way provide additional spacing between buildings which provides the light and air that an inclined side setback would otherwise provide; and

WHEREAS, a public access easement of at least 10 feet provides 10 feet of additional spacing between properties that, when coupled with a 20-foot setback on either side would ensure a minimum 50 feet between buildings; and

WHEREAS, the Town Commission finds that expanding the applicability of setbacks for corner properties to public access easements of at least 10 feet in width for H120 properties increases design flexibility in a manner that is in the best interest of the Town; and

WHEREAS, at a regular meeting of the Town Commission held on March 14, 2023, the Town Commission directed the Town Manager to present an ordinance addressing setbacks and frontages for corner properties in H120; and

WHEREAS, the Town Commission held its first public hearing on April 18, 2023 and, having complied with the notice requirements in the Florida Statutes, recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on _____, 2023 with due public notice and input, and recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 90-48.5 of Section 90-48. – "Modification of side and rear yard regulations" of the Code, is hereby amended as follows:

Sec. 90-48. Modification of side and rear yard regulations.

* * *

90-48.5 In the H120 district, when a building exceeds a height of 30 feet, one of the following options for enhanced side setbacks must be met:

* * *

(2) *Inclined side setback.* In lieu of providing the above average side setback in 90-48.5(1) above, the property owner may, at its election, alternatively provide a minimum interior side setback of ten feet for the first 30 feet in height, with the width of each required interior side yard increased by one foot for every

[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.

three feet of building height above 30 feet. For corner properties, a building shall be set back a minimum of 20 feet from a side or secondary street, or from a public access easement at least 10 feet wide, for its entire height.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by:_____

Second Reading:
Motion by: _____
Second by:_____

FINAL VOTE ON ADOPTION
ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

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

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

Sec. 90-48. Modification of side and rear yard regulations.

90-48.1 The minimum width of side setbacks for libraries, places of public assembly, recreational centers and other public, semipublic and civic buildings shall be a minimum of 15 feet, except when located within the community facilities district shall comply with subsection 90.45(a).

90-48.2 In all districts other than the H120 districts, the required side setbacks for corner lots adjoining canals or waterway shall comply with the secondary frontage setback requirements for that frontage.

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.

90-48.4 Where a lot abuts an alley, the depth of the rear yard shall be seven feet.

90-48.5 In the H120 district, when a building exceeds a height of 30 feet, one of the following options for enhanced side setbacks must be met:

(1) *Average side setback.* Except for legal nonconforming sides of buildings deemed architecturally significant pursuant to section 90-33(3), the required side setback in the H120 district for lots 100 feet or more in width is 20 percent of the lot width or ten feet minimum. In addition, and in order to encourage variety and innovation in design, buildings shall be subject to an average side setback of an additional five percent applied to side setbacks (25 percent overall). The required average setback for each side shall be calculated and applied to each side elevation overall, as follows:

a. Multiply the lot width by five percent.

b. Multiply the resulting figure by the height in feet from crown of road to the top of the structural roof.

c. Multiply the resulting figure by the depth of the allowable building on that side (lineal feet between front setback and bulkhead line) to arrive at the aggregate volume of average setback.

d. The aggregate volume of average setback must be applied in any one or multiple areas throughout the height and depth of the building (further reducing the building envelope created by the 20 percent required setbacks) to reduce the floor width (i.e. parallel to the lot width) and/or depth (i.e. perpendicular to the lot width), at the discretion of the design professional. Average setback may be applied at any point along a floor, mixed and matched among floors, and/or joined with setbacks taken from the opposite side elevation.

(2) *Inclined side setback.* In lieu of providing the above average side setback in 90-48.5(1) above, the property owner may, at its election, alternatively provide a minimum interior side setback of ten feet for the first 30 feet in height, with the width of each required interior side yard increased by one foot for every three feet of building height above 30 feet. For corner properties, a building shall be set back a minimum of 20 feet from a side or secondary street for its entire height.

90-48.6 New balconies or decks located more than five feet above grade on new or existing single family homes shall not encroach into any setbacks.

90-48.7 Second floor balconies or terraces shall not be counted towards the setback, except when the roof line of the balcony meets the average setbacks for the second floor.

(Ord. No. 1504, § 2(Exh. A), 11-10-08; Ord. No. 1514, § 2, 4-14-09; Ord. No. 1539, § 2, 10-13-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 16-1645, § 2, 2-9-16 ; Ord. No. 21-1716 , § 2, 11-9-21)

MEMORANDUM

ITEM NO. 4B5.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Zoning Code Correction: Front Setback Standards**

Staff recommends that Sec. 90-61(1) be amended to provide that "Not less than 50 percent of the front yard shall be landscaped". This occurs now due to the restriction in the same code section that no more than 50% of the front yard may be paved.

The Zoning Code states that front yards in the H30A, H30B, H30C or H40 districts may not be more than 50% paved. It also states that a minimum of 30% of the front yard must be landscaped and pervious. Pavers and pervious hard materials cannot be utilized for the calculation of pervious area. The Code considers these materials as part of the allowed 50% paved area. At this time Zoning Reviews are interpreting that 50% of a front yard setback may be any type of pervious or non-pervious hard materials and the remaining 50% is landscaped.

See Attachment A for the relevant sections of the Code.

Ordinance Amending Sec. 90-61 - Setback Paving Standards - First Reading

Attachment A: Front Yard Restrictions

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-61. – "PAVING IN FRONT AND REAR YARDS IN H30 AND H40 DISTRICTS" BY AMENDING LANDSCAPE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Section 90-61 of the Code provides that front yards in the H30 and H40 districts may not be paved by more than 50% of their area; and

WHEREAS, despite the limitation on pavement, Section 90-61 only requires 30% of the front yard area be landscaped; and

WHERES, the Town Commission finds that the paving (50%) and landscaping (30%) requirements for the front yard create some ambiguity since it is unclear what the remaining 20% could be other than landscaping; and

WHEREAS, the Town Commission wishes to resolve the ambiguity in favor of requiring more landscaping; and

WHEREAS, at a joint special meeting of the Town Commission and the Planning and Zoning Board held on January 31, 2023, changes to the Zoning Code were addressed,

including revisions to the requirements of the front setback standards to clarify that at least 50% of the front setback be landscaped; and

WHEREAS, the Town Commission held its first public hearing on April 18, 2023 and, having complied with the notice requirements in the Florida Statutes, recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on _____, 2023 with due public notice and input, and recommended _____ of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on _____, 2023 and further finds the proposed changes to the Code are necessary and in the best interest of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA[1]:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Section 90-61. – "Paving in front and rear yards on H30 and H40 districts," is hereby amended as follows:

Sec. 90-61. Paving in front and rear yards in H30 and H40 districts.

Front setbacks in the H30A, H30B, H30C or H40 districts shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater. Areas covered by ~~P~~pavers and pervious hard materials, including pervious concrete, shall not be ~~utilized~~ included ~~for~~ in the calculation of ~~pervious~~ landscaped area. Additionally, the following requirements shall apply:

(1) Not less than ~~30~~ 50 percent of the front yard shall be landscaped.

(2) Not less than 20 percent of the rear yard shall be landscaped.

[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.

(3) No front yard shall be accessible by vehicles from a public street by more than two curb cuts.

(4) No curb cut shall be located within five feet of a side lot line.

(5) On corner lots where vehicular access and off-street parking are provided in a secondary frontage yard, these same regulations shall apply also to the secondary frontage yard. Such secondary frontage yards shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater and not less than ~~30~~ 50 percent of the secondary frontage yard shall be landscaped.

(6) Driveway materials are limited to the following:

a. Pavers.

b. Color and texture treated concrete, including stamped concrete as long as it is permeable.

c. Painted concrete shall not be permitted.

d. Asphalt shall not be permitted.

(7) The width of the curb cut shall be measured from the terminus of the driveway entry, not including the taper.

(8) A driveway shall not extend beyond the front plane of the home unless:

a. Providing direct access to a vehicular garage; or

b. Presented to and approved by the design review board which shall consider whether the extension is necessary to serve the property and will be compatible with the neighborhood.

Driveways existing prior to March 13, 2018 [effective date of this ordinance] shall be deemed legally non-conforming and may be repaired or rebuilt, but not expanded.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. **Effective Date.** This ordinance shall become effective upon adoption on second reading**.**

PASSED and **ADOPTED** on first reading this ____ day of _____, 2023.

PASSED and **ADOPTED** on second reading this ___ day of _____, 2023.

On Final Reading Moved by: _____

On Final Reading Second by: _____

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

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

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

Sec. 90-61. Paving in front and rear yards in H30 and H40 districts.

Front setbacks in the H30A, H30B, H30C or H40 districts shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater. Pavers and pervious hard materials, including pervious concrete, shall not be utilized for the calculation of pervious area.

(1) Not less than 30 percent of the front yard shall be landscaped.

(2) Not less than 20 percent of the rear yard shall be landscaped.

(3) No front yard shall be accessible by vehicles from a public street by more than two curb cuts.

(4) No curb cut shall be located within five feet of a side lot line.

(5) On corner lots where vehicular access and off-street parking are provided in a secondary frontage yard, these same regulations shall apply also to the secondary frontage yard. Such secondary frontage yards shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater and not less than 30 percent of the secondary frontage yard shall be landscaped.

(6) Driveway materials are limited to the following:

a. Pavers.

b. Color and texture treated concrete, including stamped concrete as long as it is permeable.

c. Painted concrete shall not be permitted.

d. Asphalt shall not be permitted.

(7) The width of the curb cut shall be measured from the terminus of the driveway entry, not including the taper.

(8) A driveway shall not extend beyond the front plane of the home unless:

a. Providing direct access to a vehicular garage; or

b. Presented to and approved by the design review board which shall consider whether the extension is necessary to serve the property and will be compatible with the neighborhood.

Driveways existing prior to March 13, 2018 [effective date of this ordinance] shall be deemed legally non-conforming and may be repaired or rebuilt, but not expanded.

90.61.1 Curb cuts for properties located in the H30A district, H30B district, and H30C district west of Harding Avenue.

(a) No curb cut shall be located within five feet of a side or rear lot line. For corner lots, no curb cut shall be located within 25 feet of the intersection of the front and secondary frontage lot lines.

(b) Where a driveway is installed with two curb cuts, a landscaped island containing at least 60 square feet shall be provided between the curb cuts in the front yard area, extending from the front property line to the paved area.

(c) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the following table.

	Maximum Driveway Connections (Curb Cuts) Allowed and Location

Front lot line width is less 100 feet	1. One curb cut, not more than 18 feet in width; or 2. Two curb cuts, each curb cut shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts
Front Lot Line Width is 100 feet or greater	1. One curb cut, not more than 24 feet in width; or 2. Two curb cuts, each curb cut shall not be more than 18 feet in width, and there shall be at least 12 feet between curb cuts; or 3. Three curb cuts, each curb cut shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts.

90-61.2 Curb cuts for properties fronting on Collins Avenue, Harding Avenue and every east-west street in between Collins Avenue and Harding Avenue, excluding H30B district properties.

(a) No curb cut shall be located within five feet of a side or rear lot line. For corner lots, no curb cut shall be located within 25 feet of the intersection of the front and secondary frontage lot lines.

(b) One-way driveway connections (curb cuts) shall not exceed 12 feet in width. Two-way driveway connections (curb cuts) shall not exceed 24 feet in width.

(c) Except where expressly provided otherwise, driveway connections (curb cuts) on east-west streets shall be as far away from intersections as practicable.

(d) If a property fronts on Collins Avenue, Harding Avenue and two east-west streets, for purposes of the foregoing table, it shall be deemed to front on Collins Avenue. Harding Avenue and one east-west street.

(e) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the following table, provided that there shall be no more than one vehicular curb cut or vehicular access per building provided on any lot wider than 90 feet or with an aggregated frontage exceeding 90 feet. All curb cuts on Harding Avenue and Collins Avenue are subject to review and approval by the Florida Department of Transportation.

Roadway frontage			Maximum Driveway Connections (Curb Cuts) Allowed and
Collins Ave.	Harding Ave.	East-West Street	
X	X	X	1. One two-way on Harding Avenue and one two-way on Collins Avenue; or 2. One two-way on either Collins Avenue or Harding Avenue and one two-way mid-block on east-west street: or 3. One one-way on Collins Avenue, one one-way on Harding Avenue and one two-way mid-block on east-west street
X	X		1. One two-way on either Collins Avenue or Harding Avenue; or 2. One one-way on Collins Avenue and one one-way on Harding Avenue
X		X	1. One two-way on Collins Avenue; or 2. One one-way on Collins Avenue and one one-way on east-west street
	X	X	1. One two-way on Harding Avenue: or 2. One one-way on Harding Avenue and one one-way on east-west street
X			One two-way on Collins Avenue
	X		One two-wav on Harding Avenue

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1568, § 2, 2-8-11; Ord. No. 2016-1642, § 2, 1-12-16 ; Ord. No. 18-1678 , § 2, 3-13-18)

MEMORANDUM

ITEM NO. 4B6.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Stormwater Management Regulatory Mechanism for Enforcement**

The Town Attorney is drafting legal documentation. This is a place holder. To be updated later.

Florida Department of Environmental Protection (FDEP) Municipal Separate Storm Sewer System (MS4) in conjunction with the Environmental Protection Agency (EPA) and the National Pollutant Discharge Elimination System (NPDES) regulates the rules and regulations for Stormwater Management.

MS4 refers to the fourth phase of the NPDES program, which is a federal program that regulates the discharge of pollutants from point sources into waters of the United States. The MS4 program is specifically designed to address stormwater runoff from urbanized areas.

An MS4 is a collection of conveyances and structures owned or operated by a municipality (e.g. city, town, or county) that are designed to collect and convey stormwater. The MS4 program requires municipalities to obtain a permit that outlines the actions they must take to reduce the amount of pollutants that are discharged from their stormwater systems. The Town of Surfside is a co-permittee with Miami-Dade County and is responsible for the operating, maintenance, data collection and production of related documentation.

The MS4 permit typically requires municipalities to develop and implement a stormwater management program (SWMP) that includes measures to address a variety of stormwater-related issues, such as construction site runoff, illicit discharges, and post-construction stormwater management. The goal of the MS4 program is to improve the quality of the nation's waters by reducing the amount of pollutants that are carried by stormwater runoff from urbanized areas.

Part of the SWMP are functions that give Stormwater Management Inspectors and Code Enforcement Officers authority to regulate compliance of the MS4 permit. These can include fines, penalties, and other sanctions such as issuing a stop work order or revoking a permit. This authority is granted by legislation such as the attached Ordinance passed by the Town

Commission and enforced through the Town Managers office.

Ordinance Stormwater Compliance.DOCX

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 34 – ENVIRONMENT, ARTICLE II. – STORMWATER DRAINAGE MANAGEMENT, DIVISION 1. – GENERALLY, TO PROVIDE FOR AND ESTABLISH THE PURPOSE AND INTENT OF THE ARTICLE; PROVIDING FOR DEFINITIONS; SEDIMENT AND CONTROL REQUIREMENTS FOR CERTAIN DEVELOPMENTS; STANDARDS FOR SEDIMENT AND EROSION CONTROL; PERMIT ISSUANCE CONDITIONS; ADMINISTRATIVE PROCEDURES; ENFORCEMENT OF SEDIMENT AND EROSION CONTROL REQUIREMENTS; PROHIBITION OF ILLICIT DISCHARGES; REPORTING OF ILLICIT DISCHARGES; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS; CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Code of Ordinances contains Chapter 34 - Environment, Article II. – Stormwater Drainage Management, Division 1. - Generally, with limited stormwater drainage management regulations applicable within the Town; and

WHEREAS, illicit discharges to the stormwater system results in the damage and loss of natural resources, including the degradation of water quality; and

WHEREAS, construction and land disturbing activities accelerate the process of soil erosion and expose sediment to surface stormwater runoff, resulting in the damage and loss of natural resources, including the degradation of water quality; and

WHEREAS, the discharge of pollutants directly or via stormwater runoff into surrounding water bodies degrades water quality and poses a public health risk; and

WHEREAS, storm drains that overflow, or that are not properly protected or maintained, can permit an accumulation of pollutants to enter the stormwater system and discharge into waterways; and

WHEREAS, as an operator of Municipal Separate Storm Sewer Systems ("MS4") and a co-permittee of National Pollution Discharge Elimination System (NPDES), the Town is required to prohibit illicit discharges, illicit connections, improper disposal and spills, and illegal dumping into the stormwater system, and implement sediment and erosion reducing best management practices, and is required to have the authority to enforce such prohibitions; and

WHEREAS, it is in the best interest of the Town to enact this ordinance to safeguard persons, protect property, and prevent damage to the environment in the Town; and

WHEREAS, the quality of our waterways is critical to environmental, economic, and recreational prosperity, and to the health, safety and welfare of the residents of the Town; and

WHEREAS, the Town seeks to implement permitting procedures and standards to establish preventive construction and jobsite practices that can minimize environmental risks from the erosion, air pollution, and sedimentation on sites with disturbed soil resulting from construction/demolition sites; and

WHEREAS, the Town Commission has determined that this proposed Ordinance is necessary for the improvement and preservation of the environment and serves the public health, safety, and welfare of the residents of the Town of Surfside.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:[1]

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

Section 2. Town Code Amended. Chapter 34 - Environment, Article II. – Stormwater Drainage Management, Division 1. - Generally, of the Town of Surfside Code of Ordinances, is hereby amended as follows:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

CHAPTER 34 – ENVIRONMENT

***

ARTICLE II. - STORMWATER DRAINAGE MANAGEMENT

* * *

DIVISION 1. – GENERALLY

Sec. 34-25- Purpose and Intent.

The purpose of this article is to safeguard persons, protect property. and prevent damage to the environment and to the Town of Surfside surface waters, through the regulation of non-stormwater discharges and pollutants into the Town's municipal sewer system (MS4), and its connected waterbodies, to the maximum extent practicable.

Sec. 34-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article ~~section~~, except where the context clearly indicates a different meaning:

Alter or *alteration* means work done on a stormwater management system other than that necessary to maintain the system's original design and function.

Best Management Practices ("BMP") means the measures, practices, prohibition of practices, schedules or activities, general good housekeeping practices, maintenance procedures, educational practices, and/or devices which are generally accepted within an industry as being effective, to reduce erosion from occurring on a disturbed site, preventing sedimentation from occurring on an adjacent property or within a waterway, or preventing the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems.

Construction. The act of creating or maintaining stockpiles of soil or other material which are erodible if exposed to water or wind and capable of generating dust; or, developing or improving public or private land which involves the removal of surface cover or disturbance of soils and includes clearing, grading, demolition, and excavation.

Demolition. The partial, substantial, or complete removal or destruction of any structure, building or improvement.

Detention means the collection and storage of surface water for subsequent gradual discharge.

Development means (1) the construction, installation, demolition, or removal of a structure; (2) clearing, scraping, grubbing, killing or otherwise removing vegetation from a site; or (3) adding, removing, exposing, excavating, leveling, grading, digging, furrowing, dumping, piling,

dredging, or otherwise significantly disturbing soil, mud, sand, or rock of a site.

Environmentally sensitive area means landscape elements or places which are vital to the long-term maintenance of biological diversity, soil, water or other natural resources, both on the site and in a regional context. These areas shall include but not be limited to all wetlands, open water bodies, ponds, and lakes.

Erosion means the detachment, transport, and deposition of particulate matter by the action of wind, water, or gravity.

Exfiltration means a stormwater management procedure, which stores runoff in a subsurface collection system and disposes of it by percolation into the surrounding soil.

Existing means the average condition immediately before development or redevelopment

Grading means any stripping, excavating, filling, stockpiling, or combination thereof, including the land in its excavated or filled condition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit connection means either of the following: (1) any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the MS4, including, but not limited to, any conveyance that allows any non-storm water discharge, including sewage, process wastewater, and wash water to enter the storm drain system, and any connections to the MS4 from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the department; or (2) any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the Town.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-impervious surfaces such as compacted clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar structures.

Land-disturbing activities means any activity which may result in soil erosion from water or wind, and the movement of sediments or pollutants into surface waters or lands, or activity that may result in a change to the existing soil cover, including, but not limited to, clearing, dredging, grading, excavating, transporting, demolition, and filling of land.

Maintenance means that action taken to restore or preserve the original design and function of any stormwater management system.

Municipal separate storm sewer system *or MS4* means the conveyance or systems of conveyance that are owned and operated by the Town of Surfside and are designed or used to collect or convey stormwater (e.g., storm drains, pipes, ditches).

Natural systems means systems which predominantly consist of or are used by those communities of plants, animals, bacteria and other flora and fauna which occur indigenously on the land, in the soil or in the water.

Non-hazardous waste means all waste materials not specifically deemed hazardous under Title 40, Parts 260-273 of the Code of Federal Regulations, are considered nonhazardous wastes.

Non-structural controls means BMPs that include collecting trash and debris, sweeping up nearby sidewalks and streets, maintaining equipment, and training site staff on erosion and sediment control practices.

Off-site sedimentation means the transport of sediment across boundaries of a land disturbing activity, resulting in deposition of such materials in any lake or natural watercourse or on any land, public or private, not owned by the person responsible for the land disturbing activity.

Operator means the party or parties that have (1) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (2) day-to-day operational control of those activities that are necessary to ensure compliance with a Sediment and Erosion Control Plan for the site or other permit conditions.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Pollutant means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: chemicals, paints, varnishes, degreasers and solvents; antifreeze, oil and other automotive fluids or petroleum products; diesel fuel, non- hazardous and toxic liquid and solid wastes; sanitary sewage; heated water, chemically treated cooling water or other water; acids of alkalis; lawn clippings, leaves, branches, or yard trash; animal carcasses, or pet waste; dyes, laundry waste or soaps; construction materials; pool water; effluent from boats, vessels, and other recreational watercraft; refuse, rubbish, garbage, litter, sediment, or other discarded or abandoned objects, and accumulations, so that the same may cause or contribute to pollution; pesticides; herbicides; fertilizers; hazardous substances and wastes; sewage; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Rate means volume per unit of time.

Retention means the collection and storage of runoff without subsequent discharge to surface waters.

Runoff coefficient means ratio of the amount of rain which runs off a surface to that which falls on it; a factor from which runoff can be calculated.

Sediment means ~~the mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters~~. a solid material, whether organic or inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, or gravity as a product of erosion.

Sedimentation means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity and onto adjacent public or private property or into a waterbody.

Sediment and Erosion Control Plan ("SECP") means a plan for the control of soil erosion, sedimentation of water, release of pollutants into waterbodies or the MS4, and runoff resulting from land-disturbing activity.

Site means any tract, lot or parcel of land or combination of tracts, lots, or parcels of land that are in one ownership, or in diverse ownership but contiguous, and which are to be developed as a single unit, subdivision, or project.

Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

Stabilize means to establish groundcover sufficient and adequate to prevent erosion.

Stormwater means the flow of water which results from, and that occurs immediately following, a rainfall event.

Stormwater management system means the system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through and from a site.

Stormwater pollution prevention plan ("SWPPP") means a written plan required for construction projects proposing to disturb an area equal to or greater than one (1) acre of land, which plan is submitted by the applicant and approved by the Town, and which identifies a strategy to minimize stormwater runoff that will be generated by the project. The SWPPP shall be consistent with the guidelines in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual published by the Florida Department of Environmental Protection.

Stormwater runoff means that portion of the stormwater that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Surface water means water above the surface of the ground whether or not flowing through definite channels, including the following:

(1) Any natural or artificial pond, lake, reservoir, or other area which ordinarily or intermittently contains water and which has a discernible shoreline; or

(2) Any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, street, roadway, swale or wash in which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed or banks.

Structural Controls means any structural BMPs such as silt fences, sedimentation ponds, erosion control blankets, and temporary or permanent seeding.

Surface waters, or water(s), or waterway means as defined by the Florida Department of Environmental Protection (Chapter 62-340. Florida Administrative Code) means waters on the surface of the earth, contained in bounds created naturally or artificially, including the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, and ditches.

Sec. 34-27. - Relationship to other stormwater management requirements.

In addition to meeting the requirements of this article, the design and performance of all stormwater management systems shall comply with applicable state regulations (chapter 17-25, Florida Administrative Code) and all requirements of the county department of environmental resource management. All applicants for building permits for structures other than a single-family residence shall also be required to obtain a permit from the county DERM for their proposed storm drainage improvements.

Sec. 34-28. - Illegal deposit of debris in town drainage system.

It shall be unlawful and a violation of the provisions of this article to deposit any form of debris, including grass and other forms of yard clippings, into any catch basin serving the town's storm drainage system. It shall also be unlawful and a violation of the provisions hereof to place any form of debris, including grass and other forms of yard clippings, onto a public street or alley so that they may flow into any catch basin serving the town's storm drainage system.

Sec. 34-29. - Roof drains and A/C condensate lines.

All buildings constructed after September 3, 1990, including major renovations to existing buildings, shall be required to provide adequately designed dry wells to serve all roof drains and all air conditioning condensate drainlines.

Sec. 34-30. - Illegal connections to town drainage system.

It shall be unlawful and a violation of the provisions of this article to connect or maintain any existing connection of any building's sanitary sewer drains to the town's drainage system, or storm drains to the town's sanitary sewer system. If any building within the town has either of the above prohibited connections as of September 3, 1990, such connection shall be terminated within two years after such date if such connection was legally made, or, immediately if such connection was illegal when made.

Sec. 34-31. - Illegal deposit of debris into town's waterways.

It shall be unlawful and a violation of the provisions of this section to deposit any form of debris, including grass and other forms of yard clippings, into any waterway within the town, including the Atlantic Ocean, Biscayne Bay, Indian Creek, Point Lake and its north and south canal.

Sec. 34- 32. - Requirements to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The Town shall require the use of Best Management Practices (BMP) for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the United States. The owner or operator of a commercial or industrial establishment, or construction site, shall provide or establish, at the expense of the owner or operator, reasonable protection or safeguards from accidental discharge of prohibited materials or other wastes into the MS4 and its connected waterbodies, through the use of structural and non-structural BMPs. Furthermore, the property owner or operator responsible for a property which is or may be the source of an illicit discharge, may be required to implement, at said person's or entity's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the Town's MS4. An illicit discharge that occurs

despite compliance with BMPs is a violation of this section, except if such discharge is permitted under section 34-34.

Sec. 34-33. - Illicit Discharge.

(a) No person shall throw, drain, or otherwise discharge, cause, or cause others under such person's control to discharge into the Town's MS4, right-of-way, or connected waterbodies, any pollutants or waters containing pollutants, whether such discharges occur directly into a waterbody, through piping connections, runoff, exfiltration, infiltration, seepage, or leaks.

(b) No person shall maintain, use, or establish, any direct or indirect connection to the Town's MS4 that results in any discharge in violation of any provision of Federal, State, or Local government law, rule, or regulation.

Sec. 34-34. - Illicit Discharge Exemptions.

The following activities shall be exempt from the requirements of this article, but only to the extent that the discharge meets State of Florida water quality standards FAC Chapter 62-302, and does not significantly contribute pollutants into the MS4:

(a) Water line flushing;

(b) Discharges from potable water sources;

(c) Air conditioning condensate;

(d) Irrigation water;

(e) Water from crawl space pumps;

(f) Footing drains;

(g) Lawn watering;

(h) Discharges or flows from emergency firefighting activities;

(i) Reclaimed water line flushing authorized pursuant to a permit issued under the authority of Chapter 62-610. Florida Administrative Code; and

(j) Uncontaminated roof drains.

Sec. 34-35. - Reporting of Illicit Discharges.

Notwithstanding other requirements of law, any person responsible for a facility operation,

or responsible for emergency response for a facility or operation, upon learning of any known or suspected release of materials which are resulting or may result in an illegal discharge of a pollutant into stormwater, the storm drain system, or waters of the U.S., shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event that hazardous materials are released, said person shall immediately notify the State Warning Point and the Town. In the event that only non-hazardous materials are released, said person shall notify the Town's Building Department and/or Public Works Department immediately. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years and available for inspection by the Town and/or other appropriate agencies.

Sec. 34-36. - Suspension of Access to the Municipal Sewer System.

The Town may suspend access to the MS4 if either one of the following situations occurs:

(a) *Suspension due to illicit discharges in emergency situations.* The Town, without prior notice, may suspend MS4 discharge access to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, or Waterways

(b) *Suspension due to detection of illicit discharge.* Any person discharging into the MS4 in violation of this Article may have their MS4 access terminated if such termination would abate or reduce an illicit discharge.

Sec. 34-37. - Sediment and Erosion Control General Requirements.

(a) Any person conducting a land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity. In addition, such individual will be held responsible for knowing and following the requirements of this article.

(b) All construction work, including work in an area less than one (1) acre in size, that has the potential to impact the Town's MS4 and its connected waterbodies, and/or adjacent properties, is required to employ sediment and erosion control measures that are in

accordance with the Florida Department of Environmental Protection ("FDEP") *Florida Storm Water Erosion and Sedimentation Control Inspector's Manual*, latest revision, to maintain water quality standards in accordance with Miami Dade County's Department of Environmental Resource Management ("DERM"), Florida Administrative Code Chapter 62-302, and any other agency of competent jurisdiction.

(c) All construction activity that results in the disturbance of an area equal to or greater than one (1) acre is required to obtain coverage under the FDEP Generic Permit for Storm Water Discharge from Large and Small Construction Activities (Construction Generic Permit ["CGP"]). The notice of intent ("NOI"), any correspondence, the acknowledgement letter granting coverage under the CGP, a copy of the CGP, erosion control plans, SWPPP, and all completed inspection forms, and other documentation required by the CGP shall be available at the site at all times and made available to the Town Manager or any other Town official or inspector until land-disturbing activities have been completed. The contractor shall always have at least one (1) person on-site during work activities who is certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training Program. All construction activity that involves the alteration of surface water flows is required to obtain coverage under the FDEP Environmental Resource Permit ("ERP") and/or any other agency of competent jurisdiction.

(d) No person shall engage in any Land-Disturbing activity associated with development until a Sediment and Erosion Control Plan ("SECP"), if required by Sec. _____ is approved by the Building Department Director or the Director's designee.

(e) Neither the approval of a Sediment and Erosion Control Plan, nor the absence of a requirement to submit a plan shall relieve the property owner or the operator of the requirement stated in subsection (a) of this section.

Sec. 34-38. - Sediment and Erosion Control Plan ("SECP").

(a) Prior to obtaining a building permit or other permit issued by the Building Department for a Land Disturbing activity the applicant shall be required to provide to the Town a SECP. For projects that disturb an area of land greater than one (1) acre in size, a copy of the SWPPP may be provided in lieu of a SECP when submitting the SECP application (See Sec. 13-2127(c)).

(b) The SECP shall comply with the erosion control standards provided in the latest edition of the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual*.

(c) SECP shall be drawn to an appropriate scale and shall include sufficient information to evaluate the environmental characteristics of the affected areas, the potential impacts of the proposed grading on water resources, and measures proposed to minimize soil erosion and off-site sedimentation. The property owner and/or operator shall perform all clearing, grading, drainage, construction, and development in strict accordance with the approved plan.

(d) Each SECP must meet the following basic objectives:

(1) *Identify areas of concern.* Identify the on-site areas which are subject to severe erosion, and off-site areas, including storm drain locations, that are vulnerable to damage from erosion and/or sedimentation.

(2) *Limit exposure.* Any Land-Disturbing activity must be planned and conducted in a manner that limits the exposure of soil to disturbing activities.

(3) *Limit exposed areas.* Any Land-Disturbing activity must be planned and conducted in a manner that limits the size of the area and duration exposed to Land-Disturbing activities.

(4) *Control surface water.* Surface water runoff originating upgrade, or as a result of Land-Disturbing activities, must be controlled to reduce erosion and sediment loss during the period of exposure.

(5) *Control sedimentation.* Any Land Disturbing activity must be planned and conducted in a manner as to prevent off-site sedimentation damage.

(6) *Stormwater management.* When the increase in the velocity of stormwater runoff resulting from a Land-Disturbing activity is sufficient to cause accelerated erosion of the receiving watercourse, plans are to include measures to control the velocity at the point of discharge so as to minimize accelerated erosion of the site and increased sedimentation of the stream.

(7) Site map, including areas of soil disturbance, areas that are not to be disturbed, and locations of all structural and non-structural controls to be implemented.

(e) Minimum BMPs for sediment and erosion for all development sites shall include the following, or as deemed applicable according to scope of work and Building Department plan review:

(1) Temporary Gravel Construction Entrance and Exit

(2) Storm Drain Inlet Protection for all drains within 100 feet of construction, or any drains that may be affected by construction activities

(3) Staked Turbidity Barrier (Silt Fence)

(4) Turbidity Curtain

(5) Dewatering Plan for all projects requiring excavation.

Sec. 34-39. - Application and Approval of the SECP.

(a) Each proposed SECP shall be submitted with a Public Works Application to the Building Department and shall require the approval of the Director or designee.

(b) The SECP shall be approved if it adheres to the requirements and provisions of this article. Additional measures may be required depending on the nature of the work.

(c) Upon approval from the Building Director or designee, the approved Permit shall be included with the building permit application for issuance. Building Department approval of a SECP shall be a condition precedent to the issuance of a building permit, and, therefore, no building permit shall be issued unless the applicant has obtained an approved SECP.

Sec. 34-40. - Sediment and Erosion Control Standards and Prohibited Activities.

(a) Construction entrance(s) shall be stabilized wherever traffic will be leaving a construction site and traveling on paved roads or other paved areas within the site that is open to the public.

(b) Any sediment that is tracked onto road pavement shall be removed immediately (prior to the end of the workday).

(c) Pavement shall not be cleaned by washing/flushing street unless proper drain protection is in place to prevent discharges into the MS4.

(d) All sediments/soils shall remain on site.

(e) Perimeter protection is required for all development or redevelopment activities.

(f) Catch basin inserts (or other approved BMP) are to be used to prevent sediments from entering drainage system. Inserts are to be inspected and cleaned weekly and after each rainfall event.

(g) If water truck is used to control dust on dirt/graded areas only, water truck will only drop enough water to control the dust or reach the optimum moisture content of the soil for compaction. No run-off is to be generated.

(h) Controlling dust on paved roadways will be done by use of sweeper with water-jet sprayers. Only enough water should be applied to control dust while sweeping. Do not generate runoff from sprayers that runs into catch basins.

(i) All disturbed areas of the site shall be vegetated or otherwise temporarily stabilized until construction completion.

(j) Sediment/soil erosion entering the right of way or adjacent private property shall be prohibited.

(k) Sediment/soil erosion from uplands into environmentally sensitive areas shall be prohibited.

(l) Dumping or piling vegetative debris or clippings in right-of-way or environmentally sensitive areas shall be prohibited.

(m) Tracking sediment or soil onto a roadway shall be prohibited.

(n) Floating turbidity curtain labeled with contractor name shall be required for construction or development activities occurring in or adjacent to a waterway, or that may cause sedimentation of the adjacent waterway.

Sec. 34-41. - Enforcement and penalties.

(a) The Town shall have the authority to conduct any and all necessary inspections, conduct surveillance and monitoring procedures in order to determine compliance with permit conditions.

(b) Any fines and fees collected under this article shall be (1) deposited in the Town of Surfside Stormwater Utility Fund, and (2) used by the Town for the

administration, education, operating of the MS4 Permit, and enforcement of this article, and to further water conservation, nonpoint pollution prevention activities, water quality improvements, and ecosystems enhancements that protect the Town's water resources.

(c) Enforcement. This article shall be enforced in accordance with Chapter 15 of the Town Code.

(d) A violator who has been served with a notice of violation must elect to either:

(1) Pay the following civil fine:

i. First violation within a 12-month period: $250.00;

ii. Second violation within a 12-month period: $500.00;

iii. Third or subsequent violation within a 12-month period: $500.00.

(2) Request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten (10) days of the service of the notice of violation. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in Chapter 15 of the Town Code. Applications for hearings must be accompanied by a fee as approved by a resolution of the Town Commission, which shall be refunded if the named violator prevails in the appeal.

(e) Failure to pay the civil fine, or to timely request an administrative hearing before a special master, shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly. Unpaid fines shall accrue interest at the highest legal limit authorized by law.

(f) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After three months following the recording of any such lien that remains unpaid, the Town may foreclose or

otherwise execute upon the lien for the amount of the lien, plus accrued interest, collection costs, and attorneys' fees.

(g) The violator shall pay for any water quality control violations from any agency that results in fines being assessed to the Town because of the violator's failure to eliminate turbid runoff from leaving the site and raising background levels of turbidity above existing background levels.

(h) The violator is responsible for reimbursement to the Town of all investigative and cleanup costs incurred by the Town. Costs shall include, but are not limited to, cost of equipment operation and maintenance associated with the investigation, cost of materials used in the investigation, personnel cost of contract services, waste disposal cost, laboratory costs, and Department labor costs. The Town shall submit an itemized invoice with all the reimbursable costs to the violator.

* * *

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the ____ day of _____ 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____ 2023.

On Final Reading Moved By: _____

On Final Reading Second By: _____

FINAL VOTE ON ADOPTION
Commissioner Nelly Velasquez _____
Commissioner Marianne Meischeid _____
Commissioner Fred Landsman _____

Vice Mayor Jeff 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. 5A.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Landscape Architectural Services for the Tennis Center Recreation Building Design Phase**

Town Administration is seeking Town Commission Approval to expend and not to exceed amount of $48,555.00 for the Corradino Group professional services to provide Landscape architectural services for the Tennis Center Recreation Building

During the November 2022 Town Commission meeting, the Town Commission approved a Project Agreement with the Corradino Group for design professional services related to the Tennis Recreation Center Building. The scope of services was limited to the design of a two-story building with respective sub-consultants to accomplish the task. Now that the design phase is ongoing, it has been determined that landscape architectural services are required for the following reasons:

- Elevation Coordination of structure with surrounding area
- Existing Conditions-Topographic Survey (performed by surveyor)
- Facility egress coordination
- Tree Preservation and relocation services
- Construction Drawing Landscape Set

Town Administration is seeking authorization to contract the additional services through existing prime consultant the Corradino Group. The Architectural Landscape services will be performed by sub-consultant Savino Miller Design Studios (SMDS). SMDS is the design and landscape architect of record for the 96th Street Park and was the landscape architect for the Community Center. The scope of services proposed by SMDS includes going from Schematic Design phase through Construction Administration. Refer to proposal in Exhibit 1 of the Project Agreement.

Resolution Approving Project Agreement w Corradino for Tennis Center Landscape Architecture

Exhibit A - Project Agreement - Corradino Group Landscape Architecture Tennis Recreation Center.DOCX

Exhibit 1 to Project Agreement - "Corradino Group Proposal Dated March 30 2023"

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE LANDSCAPE ARCHITECTURAL SERVICES RELATING TO THE TENNIS RECREATION CENTER BUILDING IMPROVEMENTS PROJECT, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with The Corradino Group, Inc. ("Consultant") for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement"), in substantially the form attached hereto as Exhibit "A," authorizing the Consultant to perform landscape architectural services (the "Services") related to the Tennis Recreation Center Building Improvements Project; and

WHEREAS, the Services provided by the Consultant will include preparation of a topographic survey, landscape architecture design services, agency coordination, and drafting of construction documents and permitting plans; and

WHEREAS, the Consultant's Proposal, attached as Exhibit "1" to the Project Agreement, provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed $48,555.00; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit "A," consistent with the terms and conditions of the CSA and the Consultant's Proposal, attached as Exhibit "1" to the Project Agreement, and authorize the expenditure of funds in an amount not to exceed $48,555.00; and

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

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

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

Section 2. Approval of Project Agreement and Proposal. The Project Agreement, attached hereto as Exhibit "A," and the Consultant's Proposal, attached as Exhibit "1" to the Project Agreement, are hereby approved.

Section 3. Authorization; Expenditure of Funds. The Town Manager is hereby authorized to enter into a Project Agreement with the Consultant for the Services in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $48,555.00, consistent with the terms and conditions of the CSA and the Consultant's Proposal attached as Exhibit "1" to the Project Agreement, subject to final approval as to form and legal sufficiency by the Town Manager and Town Attorney.

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

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

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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

THE CORRADINO GROUP, INC.

Project Name: Landscape Architectural Services Relating to the Tennis Recreation Center Building Improvements Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

THE CORRADINO GROUP, INC.

Project Name: Landscape Architectural Services Relating to the Tennis Recreation Center Building Improvements Project (the "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 **THE CORRADINO GROUP, INC.**, (hereinafter referred to as "Consultant") dated February 16, 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 the landscape architectural services for the Project (the "Services"), as further outlined in Exhibit "1" attached hereto. Consultant shall utilize the services of Savino & Miller Design Studio, P.A. ("SMDS") as a subconsultant for the provision of the Services and shall not utilize any other subconsultant for the provision of the Services without the written approval of the Town Manager.

1.1 The Town may request changes that would increase, decrease, or otherwise modify the scope of services. 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 The Consultant, together with SMDS, shall prepare and provide the Town with a topographic survey, landscape architecture design services, agency coordination, and drafting of construction documents and permitting plans for the Project, which shall be approved by the Town Manager.

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 continuously perform services to the Town, without interruption. The final study shall be completed and submitted to the Town within 450 days (15 months) of the Notice to Proceed.

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 "B," "Consultant's Fees/Hourly Billing Rates," of the Continuing Services Agreement for Professional Engineering Services. Consultant shall be paid based on hours of service provided to a maximum not to exceed amount of $48,555.00.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations (requires prior written approval), 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.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

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. Not applicable.

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:

THE CORRADINO GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

Exhibit “1”

(Attach the Scope of Services Proposal from The Corradino Group, Inc.)

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

Sent via Email to hgomez@townofsurfsidefl.gov

March 30, 2023

Hector Gomez
Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL. 33154

Dear Mr. Gomez:

It is our understanding that the Town of Surfside has requested an additional task work order proposal from The Corradino Group, Inc. for supplemental services related to the Surfside Tennis Center Improvements project. This additional scope of services supplements the original agreement dated December 19, 2022.

Enclosed, please find our scope of services proposal with specific detailed tasks related to additional topographic survey and landscape architecture services for the new Tennis Center, to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated February 16, 2021.

The Corradino Group appreciates this opportunity to submit this additional task work order proposal to the Town of Surfside. We look forward to providing the best Consultant Services possible to the Town.

Sincerely,

Joseph M. Corradino, AICP
President
The Corradino Group, Inc.

4055 NW 97th AVE. • MIAMI, FL 33178
TEL: 305.594.0735
FAX: 305.594.07[illegible]
WWW.CORRADINO.CC

CONSULTING SERVICE AUTHORIZATION

Statement of Work (SOW)

TOWN P.O. NO._____ TOWN EXPENSE CODE_____

TITLE: Surfside Tennis Center Improvements- Additional Service Agreement Number One

I. PROJECT DESCRIPTION:

The Consultant will provide engineering design and permitting services for the new Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The project involves a new three-level building to replace the current tennis office at the Veteran's Park and Tennis Center on Harding Avenue between 87th and 88th Streets.

These additional services include additional topographic surveys and landscape architecture services. The Corradino Group, Inc., along with its sub-consultants, will provide these services as outlined in the below detailed scope of services. This additional scope of services will supplement the original agreement dated December 19, 2022. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated February 16, 2021.

II. SCOPE OF SERVICES:

1) Existing Conditions- Topographic Survey

Our sub-consultant, KEITH, shall be responsible for preparing a Topographic Survey of the Surfside Tennis Center site, the limits of which are shown hereon as part of Exhibit One. The project site is located at 8750 Collins Ave., Surfside, FL 33154. The property consists of 2 parcel(s) that include folio numbers 14-2235-005-0500 and 14-2235-005-4190, and the Owner of the property is listed as the Town of Surfside.

The survey shall show the surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures shall be noted with the pipe invert elevation, diameter, material, and direction. The survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the National Geodetic Vertical Datum of 1929 (NGVD29). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

This additional scope of service extends the topographic survey limits to the limits shown in Exhibit One.

2) Landscape Architecture Design Services and Agency Coordination

Our sub-consultant, Savino & Miller Design Studio (SMDS), will be responsible for providing landscape architectural services to improve the green spaces surrounding

the new building at the Town of Surfside Tennis Center Facility. This additional scope of services agreement includes landscape architectural services only for the immediate surroundings of the building, as per the project area illustration depicted in Exhibit Two.

- Phase One - Schematic Design

  Based on the comments received on the Concept Plans, SMDS shall prepare Schematic Designs indicating the following improvements:

  - Schematic Planting Plan– with images
  - Tree Management Plans– Preliminary preservation, transplanting, and removal of all large (over 4" caliper) existing trees and palms per local requirements. Schedule included.
  - Schematic Hardscape Layout– with images
  - Schematic Site Furniture– Image Boards with the preliminary layout of exterior site furniture, including cabanas, tables/chairs, chaise lounges, trash receptacles, and umbrellas.
  - Schematic Lighting– with images

  Meetings - SMDS shall attend up to one (1) out-of-office meeting, plus four (4) one-hour weekly conference calls or web/teleconference meetings to facilitate project coordination. Additional meetings will constitute and be paid as Additional Services.

- Phase Two- Design Development Plans

  The work completed under this Phase shall be for receiving approval from Town Commission. Based on the approved Schematic Design Plans, SMDS shall prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to landscape architectural elements such as planting, lighting, water features, paving, and hard surface elements (i.e. seat walls, planters).

  The Design Development Documents will address the open space landscape improvements for the entire project. An Opinion of Probable Construction Costs of the Design Development Documents will be submitted for review and approval.

  - Planting Plans- will consist of type & location of all existing and proposed planting material. A preliminary Plant List for size and quality shall be provided.
  - Tree Management Plans– Proposed preservation, transplanting and removal of all large (over 4" caliper) existing trees and palms per DERM requirements. Schedule included.
  - Site Hardsurface Plans– Preliminary Paving / hard surface plans shall indicate the proposed location and materials, and preliminary

Elevation/Slopes of paved surfaces, walls, raised planters, prefabricated fences/gates, and other approved site features.

- Site Lighting Plans- Preliminary Lighting Plans with preliminary lighting schedule, fixture images, and photometrics.
- Site Furniture– Preliminary selections (up to two (2) alternates) of "off-the shelf" furniture in exterior open spaces only, including tables/chairs, chaise lounges, trash receptacles, and umbrellas.
- Irrigation Plans- Indicating the location and type of irrigation in all planting areas. Specifications included.
- Sections and Elevations- will indicate key sections & elevations to illustrate the design.
- Opinion of Probable Costs- for approval by the Client and shall form the basis for the preparation of construction documents.

Meetings – SMDS shall attend up to one (1) Town Commission meeting in Phase 3. SMDS shall also be available for up to four (4) one-hour bi-weekly conference calls or web/teleconference meetings for up to eight (8) weeks to facilitate project coordination. Additional meetings and conference calls will constitute and be paid as Additional Services.

Two (2) Design Development Plan Sets shall be submitted, at 50% and 100% completion. Additional sets reflecting revisions to architectural/engineering improvements shall be considered an additional service.

- Phase Three- Construction Documents & Permitting

Based on the approved Design Development Plans and Opinion of Probable Construction Costs, SMDS shall prepare Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall include::

- Planting Plans- will consist of the type & location of all existing and proposed planting material. Planting details will indicate methods of installation, and a Plant List for size and quality shall be provided. Specifications in CSI format included. Note: Green Walls incorporating custom/specialized hydroponic water delivery and construction systems are considered additional services.
- Tree Management Plans– Final preservation, transplanting, and removal of all large (over 4" caliper) existing trees and palms per DERM requirements. Schedule included.
- Site Hardsurface Plans- Final Paving/hard surface plans that shall indicate the proposed location and materials of paved surfaces, walls, raised planters, prefabricated fences/gates, and

other approved site features (Final elevations by the Structural and Civil engineers).

- Site Lighting Plans- Final Lighting Plans, with lighting schedule and images, and photometrics. NOTE: Electrical engineering and specifications by others.
- Site Furniture- Final selection (by Client) of "off-the-shelf" furniture in exterior open spaces only, including cabanas, tables/chairs, chaise lounges, trash receptacles, and umbrellas. Custom-designed site furniture or cabanas are not included.
- Irrigation Plans- Indicating the location and type of irrigation in all planting areas. Specifications included.
- Construction Details, Sections- Will indicate the proposed materials, relationships, and dimensions for the planting, hard-surface paving, and irrigation improvements.
- Permitting- Signed and sealed plans will be delivered to the Prime Consultant for submittal to necessary government agency stakeholders. SMDS will be responsible for any plan revisions due to comments related to their design plans.

Meetings - SMDS shall attend up to two (2) out-of-office meetings in Phase 4. SMDS shall also be available for up to four (4) one-hour bi-weekly conference calls or web/teleconference meetings for up to eight (8) weeks to facilitate project coordination.

Additional meetings and conference calls will constitute and be paid as Additional Services.

Three (3) Construction Document Sets shall be submitted, at 50%, 90%, and 100% completion. Additional sets reflecting revisions to architectural / engineering improvements shall be considered an Additional Service.

The following are additional basis of scope for this task work order authorization.

- Note: This scope of services includes the initial design submittal plus up to one design plan revision based on one comprehensive set of government agency stakeholder review comments. Any additional design revisions and government agency permitting not already included will be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services does not include preparation of design plans or permitting of site development parking lot and stormwater drainage plans, off-site roadway/civil engineering, intersection, or road segment improvements. All design-related services such as roadway design, traffic engineering, civil engineering design and utility coordination and other related services are not included. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.

- Note: If additional tree relocation or mitigation is required due to tree removals and Town of Surfside/Miami-Dade County minimum tree requirements for the entire site, we will provide an additional services contract to the Client.

- Note: This scope of services does not include the 87th Terrace Road Closure Analysis and approval by Miami-Dade County DTPW. These services can be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services does not include bidding assistance and construction administrative services. These services will be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services assumes that the existing sewer laterals and water service connections will be provided for the new Tennis Center facilities. This scope of services does not include utility design services. These services will be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services does not include Subsurface Utility Exploration services. These services will be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services may require the need for additional consulting services. This scope of services does not include the following specialty services:

    - Urban Planning and Resiliency Consultant
    - Pool and Fountain Engineer
    - Lighting Consultant
    - Ornamental Horticulturalist/Arborist

  If these services are required, an additional service will be provided as requested by the Town of Surfside.

- Note: This scope of services does not include MEP services related to Commercial Cooking Facilities. This scope of services does not include Commissioning of MEP Systems. Specifications pertaining to this project will be provided for inclusion into the Project Manual during the Bidding Assistance Phase.

- Note: This scope of services will not include LEED-rating services. If these services are required, an additional service will be provided as requested by the Town of Surfside.

- Note: Revisions to the plans after the completion and Submission of WLA 50% Construction Documents due to changes in the Client's design program or budget, architectural or engineering revisions to plans, or as requested by the regulatory agencies having jurisdiction will be an additional service. This includes the preparation of alternate designs after approval of the Schematic Design Plans.

- Note: This scope of services does not include a Community Outreach Workshop Meeting. If these services are requested, an additional service will be provided as requested by the Town of Surfside. The Parks and Recreation Committee Meeting will include a public input component.

- Exhibit Two includes the hourly rate schedule for sub-consultants not included in The Corradino Group's existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

- Note: Reimbursable Expenses, in addition to those included in the Basis Scope of Services, are not included in the total fee and shall include all photographic, long-distance telephone/fax, printing, parking, mail, and courier costs necessary for project completion. Automobile mileage shall be reimbursed at the prevailing IRS rate.

- Note: Additional services shall be reimbursed by the Client, at the Hourly Fees listed, for work not specifically described in the Basic Scope of Services, including but not limited to:
    - Green/Green Walls incorporating custom/specialized hydroponic water delivery and construction systems.
    - Architectural features such as pergolas/trellises attached to existing building, custom ironwork, gates, fences, etc.
    - All site improvements not included in the Basic Scope of Services, including planting in interiors and private balconies, Site Signage/Graphics.
    - Revisions to the plans after the completion and Submission of SMDS 50% Construction Documents due to changes in the Client's design program or budget, architectural or engineering revisions to plans, or as requested by the regulatory agencies having jurisdiction.
    - The preparation of alternate designs after approval of the Schematic Design Plans.
    - Preparation of record as-built drawings or of measured drawings of existing conditions. If record drawings are requested, SMDS shall have the right to rely on the completeness and accuracy of the as-built conditions supplied by the contractor.
    - "Final" Perspective Renderings for marketing brochures.
    - Consulting Services for preparation of a Maintenance Manual for bidding by certified landscape maintenance contractors, site visit after planting installation.
    - LEED forms, drawings, calculations or certifications.
    - Additional work for design, documentation and project administration time required for project -related improvements outside of Project Area, including separate permit/design approvals from FDOT.
    - Additional meetings not defined in the Basic Scope of Services, including meetings outside the allotted timeframe for each Phase.

III. BUDGET:

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for a lump sum budget of **$48,555.00**.

IV. ANTICIPATED SCHEDULE:

The Corradino Group, Inc. will complete the task work order scope of services within **12 months** from the issuance of a Notice to Proceed by the Town of Surfside. This time of performance is contingent on getting the required information, as previously noted.

V. ACCEPTANCE OF PROPOSAL

Surfside Tennis Center Improvements- Additional Service Agreement Number One

Approved by:

TOWN OF SURFSIDE

Date: _____

By: _____
Hector Gomez, Acting Town Manager

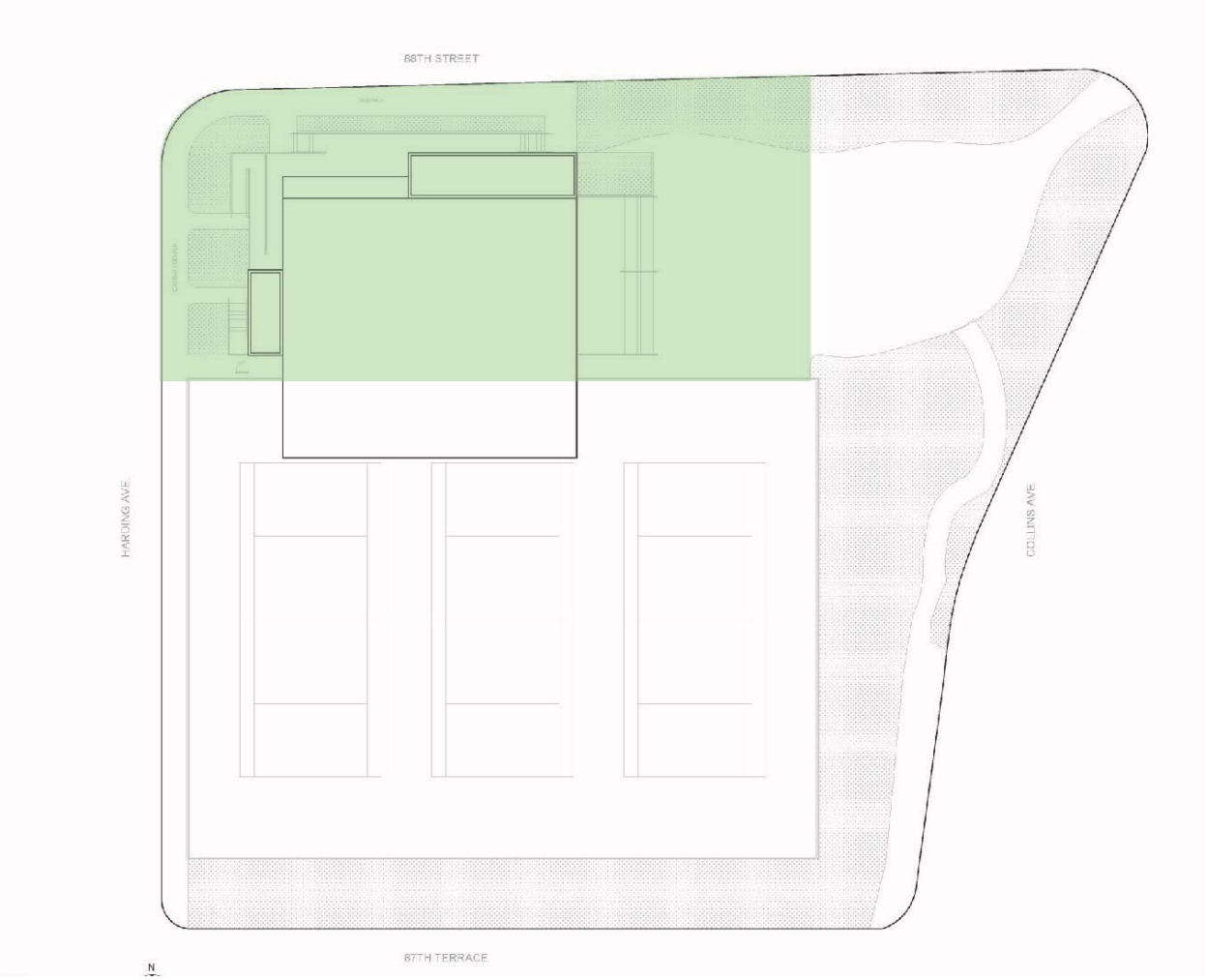
THE CORRADINO GROUP, INC.

Date: March 30, 2023

By: _____
Joseph M. Corradino, President

EXHIBIT ONE
TOPOGRAPHIC SURVEY AREA (MODIFIED)

EXHIBIT TWO
LANDSCAPE ARCHITECTURE DESIGN PROJECT LIMITS



MEMORANDUM

ITEM NO. 5B.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Construction Phase Design and Architectural Services 96th Street Park**

Town Administration is requesting approval from Town Commission to expend in the amount of $136,820 for the Design/Architectural Services during the construction phase of the 96th St Park.

Savino Miller Design Studio (SMDS) was selected by the Town for Design and Landscape Architectural Services affiliated with the construction of 96th Street Park. William Lane Architecture was the design architect for the two-story building. From the initial professional services contracting to the final product, the project complexity increased as follows:

- Leed Certified Building and SITES component was added
- Building was originally a one-story building and final design became a two-story building
- Specialty trades added such as non-standard playground equipment
- Kayak Launch was incorporated into the project

The additional scope of services has incurred additional design fees during design phase and into construction phase. Savino Miller and Associates is requesting additional funding per attachment A - Savino Miller Design Studio Dated March 13 2023 to continue professional services affiliated with park architectural services.

Attachment A - Savino Miller Design Studio Proposal Dated March 13 2023

Resolution Approving Additional Services Construction Phase Savino Miller for 96th Street.DOCX

savinomiller
DESIGN STUDIO
LANDSCAPE ARCHITECTURE | URBAN DESIGN | ARCHITECTURE
12345 NE 6TH AVENUE A NORTH MIAMI, FLORIDA 33161
T: 305.895.9082 F: 305.895.9083 WWW.SAVINOMILLER.COM
AA0002463 LC C00208

December 23, 2022
REVISED MARCH 1, 2023
REVISED MARCH 8, 2023
REVISED MARCH 14, 2023

Mr. Hector Gomez
9293 Harding Avenue
Town of Surfside, Florida 33154

RE: Surfside 96th St Park – Design / Architectural Services (Construction Phase)

Dear Hector,

During the original design contract negotiations, we were asked to include potential design fees for a two-story building through Construction Documents. We are now requesting Design / Architectural Service fees for the Construction Phase as the park building ended up being two stories and LEED/SITES Certified, per Town direction, and the overall park project more complex than originally anticipated. As a percentage of the building construction cost for William Lane Architecture and overall park construction cost for SMDS, these fees are fair and even below industry standards. See the Architect's proposal attached for further details.

DESIGN / ARCHITECTURAL SERVICE FEES (CONSTRUCTION PHASE)

Savino Miller Design Studio (Prime)	$ 94,080
William Lane Architecture	$ 42,740
TOTAL:	**$ 136,820**

AGREED TO AND ACCEPTED BY:

Barry R. Miller, ASLA
Savino & Miller Design Studio

3-13-2023
Date

Hector Gomez, Acting Town Manager
Public Works Director
Town of Surfside

Date

SAVINO MILLER DESIGN STUDIO	Principal	Project Manager	CAD / Draftsperson	Admin. Asst. / Tech. Asst. / Clerical	TOTAL HOURS PER TASK	Subtotal	TOTALS	TASK % OF TOTAL FEES
DESIGN / ARCHITECTURAL SERVCES (CONSTRUCTION PHASE)								
~~Bi-Weekly Construction Meetings (26 meetings, including mtg prep, travel, site reports & coordination)~~						$ -		
Bi-Weekly SITES/LEED Construction Meetings (26 meetings, including mtg prep, travel, site reports & coordination)	16	44			60	$ 10,560		
General Construction Project Administration (Prime Consultant)	16	100	40.25	13	169.25	$ 23,520		
RFI's (including review of subconsultants responses)	16	100			116	$ 19,520		
Review requests for Changes to Construction Cost / or Schedules	8	8			16	$ 3,040		
Processing of Shop Drawings (including review of subconsultants responses)	16	100			116	$ 19,520		
Mandatory Specialty Site Visits (20 meetings)	16	40			56	$ 9,920		
Project Closeouts (1-3 meetings)	12	12			24	$ 4,560		
						$ -		
Project Commissioning LEED/SITES	4	16			20	$ 3,440		
						$ -		
	104	**420**	**40.25**	**13**	**577.25**	**$ 94,080**		0.00%
	22,880	67,200	3,220	780				
	24.32%	71.43%	3.42%	0.83%			100%	

Staff	Rate ($/hr.)
Principal	220
Project Manager	160
Senior Associate	140
Associate	110
CAD / Draftsperson	80
Admin. Asst. / Tech. Asst. / Clerical	60

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING ADDITIONAL SERVICES WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR CONSTRUCTION PHASE DESIGN AND ARCHITECTURAL SERVICES PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND ARCHITECTURAL SERVICES FOR THE 96TH STREET PARK PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 31, 2020, the Town of Surfside ("Town") issued Request for Qualifications No. 2020-02 (the "RFQ") requesting qualifications from firms experienced and qualified to provide design and architectural services (the "Services") for the 96th Street Park Project (the "Project'); and

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2725 authorizing the Town Manager to negotiate an agreement with Savino & Miller Design Studio, P.A. ("Consultant") as the highest-ranked qualified firm pursuant to the RFQ; and

WHEREAS, on January 14, 2021, the Town Commission adopted Resolution No. 2021-2815, approving an agreement with the Consultant to provide the Services for the Project pursuant to the RFQ, and the parties entered into a Professional Services Agreement dated _____ for the Project (the "Agreement"); and

WHEREAS, on November 15, 2022, the Town Commission adopted Resolution No. 2022-2951, selecting and awarding a contract for construction for the Project to Lunacon Engineering Group, Corp.; and

WHEREAS, as construction of the Project has commenced, the Town requires additional services from the Consultant for design/architectural services for the construction phase of the Project (the "Additional Services"); and

WHEREAS, in accordance with the provisions of the Agreement, the Consultant has agreed to provide the Additional Services, with a scope of services and fees in an amount not to exceed $136,820.00 as set forth in the Consultant's Proposal attached hereto as Exhibit "A,"; and

WHEREAS, the Town Commission wishes to approve the Additional Services, consistent with the terms and conditions of the Agreement and the Consultant's Proposal attached hereto as Exhibit "A," and authorize the expenditure of funds in an amount not to exceed $136,820.00; and

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

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

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

Section 2. Approval of Additional Services and Contractor's Proposal. The Additional Services are hereby approved, consistent with the terms and conditions of the Agreement and the Consultant's Proposal attached hereto as Exhibit "A."

Section 3. Authorization; Expenditure of Funds. The Town Manager is hereby authorized to expend funds for the Additional Services in an amount not to exceed

$136,820.00, consistent with the terms and conditions of the Agreement and the Consultant's Proposal attached hereto as Exhibit "A."

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

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

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

MEMORANDUM

ITEM NO. 5C.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Purchase of Integrated Technology System for the Police Department using existing Contract between Central Square and City of Plantation.**

Town staff is seeking Town Commission approval to authorize a piggyback contract with Central Square for Integrated Technology System for the Police Department. and authorize a not to exceed expenditure of $231,273.05 for integrated technology systems.

The Surfside Police Department is seeking various purchases for a new fully integrated computer system that includes:

- Computer Aided Dispatch System
- Records Management System
- Police Report Writing Program
- Mobile Field Reporting/Field Operations Program
- Admin/Personnel Module
- Citizens Reporting System
- Criminal Case Management Tracking/Criminal Intelligence Module
- Property and Evidence Module
- GIS Mapping
- E Citations
- Field Training Module
- AVL Mapping
- Connectivity to local, county and state agency systems, and additional modules as required the vendor.

Central Square will be responsible for the implementation of all selected components, project management, training, and providing a complete turnkey installation that meets the performance requirements of the Surfside Police Department as part of the proposed contract.

The purchase of the Central Square Pro Suite System will be procured under an existing

contract between Central Square and the City of Plantation. A full Central Square Technologies, LLC Contract; can be found at the Town Clerks Office. Town of Surfside's specific CentralSquare Technologies, LLC Master Piggyback Agreement is attached as Exhibit "B." The Master Piggyback Agreement consists of CentralSquare Technologies, LLC's Software License & Service Agreement, the Subscription Service License & Use Agreement, and the Community Data Platform Membership Program Agreement, which agreements are attached as Attachments "A," "B," and "C," respectively.

The initial technology set up and year one maintenance / subscription is $196,075.60 of which $105,690.00 will be due upon the signing of the contract. The remaining balance will be due once the implementation is complete. For year two, year three and year four the maintenance and subscription costs are $88,539.60 per year and may increase by no more than 5% each year thereafter. Refer to the Town Clerk for the full proposal attached as Exhibit "A."

As part of this modernization, the Police Department is also seeking to expand the electronic citation writing system from the current four officers to all patrol officers, adding Twenty-One (21) additional licenses to be acquired from LexisNexis Risk Solutions. The cost of adding the additional licenses and two years of annual support and maintenance is $22,705.20. The annual customer service support and maintenance will be $3,005.10 for year three and year four, refer to Exhibit "C" for LexisNexis Risk Solutions proposal.

Town Administration is also seeking authorization to purchase 25 vehicle printers for patrol officers from CDW-G for the cost of $12,492.50 to work in conjunction with the citation writing system, which quote is attached as Exhibit "D."

Town Administration budgeted a total of $489,108.00 for fiscal year 2023 for a Police Department Integrated Technology System. Administration was able to negotiate for a proposed total of $231,273.05, which is a savings of $257,835.05. The town was able to switch the contract pricing from Perpetual to Hybrid pricing for the Integrated Technology System. This is due to the elimination of various features not needed by the Department and discussions with the City of Plantation regarding their system implementation efficiencies. Refer to Attachment D for price alignment with original City of Plantation contract.

Attachment A - Software License & Service Agreeement - Central Square Technologies

Attachment B - Subscription Service License & Use Agreement - Central Square Technologies

Attachment C - Community Data Platform Membership Program Agreement.docx

Attachment D - Plantation PD Subscription vs. Surfside PD Hybrid3.13.pdf

Reso Approving Purchase of CAD System for Police and Electronic Citation and Vehicle Printers.DOCX

Exhibit A - Surfside Hybrid Quote.pdf

Exhibit B - Piggyback Agreement - Central Square - CAD System Purchase.DOCX

Exhibit C - Surfside PD FL - LexisNexis E Citation Quote_2 yr Mar 2023.pdf

Exhibit D - CDW Printer Quote

Software License and Service Agreement

Surfside Police Department

This Software License and Service Agreement (this "Agreement") entered into as of this ____ day of _____ 20___ by and between Surfside Police Department ("Customer"), having its principal place of business at 9293 Harding Avenue, Surfside, FL 33154 and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement
5. Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of

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connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states

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the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of

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Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

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4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will

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reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid

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for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

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6.4 Termination without Cause

After the fifth Renewal Term, this Agreement and the Software use granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next Renewal Term payment is due.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Florida, without giving effect to the principles of conflict of law of such state or international treaties.

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8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Florida, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer

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any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or

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other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

9.0 Definitions

(a) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(b) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(c) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(d) **Hardware**: All ancillary hardware, equipment, and other tangible non-Software items not required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.

(e) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(f) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(g) **Server Hardware**: All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an

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insecure network.

(j) **System**: The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(k) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

Surfside Police Department

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

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Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI

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CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows
CAD – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Active calls for service	• Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mapping AVL	• Vehicle locations on map	• Call for service integration
Mapping AVL – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system	

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Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data
Mapping AVL Playback – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL Playback system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mobile Core	• Grants access to the CentralSquare Mobile application	
Mobile AVL	• Vehicles shown on map	• Call for service integration
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail

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Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

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Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing
Public Safety Citizen Reporting (P2C)	• Online reporting platform for citizen to report non-emergency incident reports	• Standalone application

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1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *CAD – Basic Paging Interface (SMTP/Email) (Export)*

This is a one-way interface from CentralSquare CAD. Pages are sent via email from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 *CAD – E911 (ANI/ALI) Interface (Import)*

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

(a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.

(b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.

(c) ALI data meets NENA standards

1.1.3 *CAD – Rip and Run Interface (Fax/Email)*

This is a one-way interface from CentralSquare CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

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1.1.4 *CAD – FTO Integration (Agency Site License)*

This is a one-way interface from CS Pro CAD to FTO, upon creation of a new CFS, pro sends FTO data via the RESTful connection using JSON. The export trigger from a CAD command action can be added to statuses such as dispatched, enroute, and available, which can be configured as requested. CS Pro CAD sends a final export of the CFS data upon call completion.

1.1.5 *Mapping – Pictometry Cloud Interface (Export)*

This is a one-way interface from CS CAD Pro to Pictometry International's Integrated Pictometry Analytics (IPA) cloud-based solution. CAD will send coordinates for Calls for Service (CFS) and other specified locations to Pictometry's cloud service as latitude and longitude. Pictometry International's cloud-based three-dimensional imagery will then open to the specified coordinates. All Pictometry map functions will be handled by actions completely exterior to CS Pro Suite.

1.1.6 *Mapping – TAIP AVL Interface (Import)*

This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system. This interface is built to consume TAIP formatted data from devices that are required to connect to the CAD network via Custom Wireless private network or through a configured VPN. Known vendors that support this type of data format: Sierra, Cradle Point.

This is sold as a standard interface. There will be no software modifications or changes to this standard interface.

1.1.7 *Records – Field Training Online (Stand-Alone)*

Field Training Online is a hosted solution designed to streamline the new hire training and requirement tracking process by providing tools which allow for creating any type of training program (Patrol, Communications, Jail, Records, etc) and is available for any Public Safety prospect or existing client. The product contains its own user management and does not require integration to a CAD or RMS system. This is an annual subscription fee product with additional terms relating to cloud.

1.1.8 *Records – FL Crime Reporting (FIBRS) Interface*

This is a one-way interface from CentralSquare Records to FL NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.9 *Records – FL LInX Interface (Export)*

This is a one-way interface from CS Pro to FL LInX. When specified records are created or updated (in accordance with internal workflow rules) CS Pro sends the new or updated records to the FDLE API endpoint once per day: accidents, CFS, inmate bookings, cases, citations, field identifications, sex offenders, and warrants. FDLE imports those files via a separate process.

1.1.10 *Records – FL TraCS Accident Reporting Interface (Import)*

This is a one-way interface from the FL TraCS Accident Reporting system to CSPro Records. TraCS sends

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accident records as XML files along with JPEG images of the crash diagrams to an FTP location provided by Customer. Records imports the files one time per day from that FTP location for review and approval by Records users, after which the accident reports are added to the accident report log in Records. CSPro provides functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

1.1.11 *Records - FL TraCS eCitations Interface (Import)*

This is a one-way interface from the FL TraCS eCitation system to CSPro Records. FL TRaCS sends eCitation records as XML files to an FTP location provided by Customer. Records imports the files every 15 minutes from that FTP location for review and approval by Records users, after which the eCitation records are added to the citation log in Records. CSPro provides functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

1.1.12 *Records – NDEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.13 *Pro Suite – FCIC/NCIC Interface (Basic Queries)*

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration) Boat, Article, Gun, and Driver History. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.14 *Pro Suite – FCIC/NCIC Interface (Criminal History)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.15 *Pro Suite – FCIC/NCIC Interface (Warrants)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Warrant Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

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1.1.16 *Pro Suite – Time Synchronization Interface*

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) CentralSquare Suite servers will be configured as follows:
    (a) One (1) Production server with Lantronix remote access device
    (b) One (1) Warm Standby server with Lantronix remote access device
    (c) One (1) Testing/Training server
3. The server hardware costs are as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at Surfside Police, FL and a standby location.
5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
    (a) One (1) virtual NCIC server (message switch)
    (b) One (1) virtual GIS server
6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").
7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network*

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Requirement Specifications and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.6 Peripheral Hardware

2.6.1 *Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)*

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

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A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) CentralSquare Build Team Members
    (d) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 *CentralSquare Project Manager and Project Team*

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

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3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 *Kickoff Meeting*

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 *Business Practice Review*

During this meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 *Final System Review*

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4 *Train-the-Trainer and/or End User Training*

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5 *Go Live*

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

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3.2.6 *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.7 *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 *Training*

CentralSquare staff will provide for remote training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.2 *Training Resources*

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM ET, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)

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5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

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Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,104.38	- 220.88	883.50
2.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
3.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
4.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,313.12	- 662.62	2,650.50
5.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
6.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 883.73	3,534.90
7.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
8.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
9.	CAD PS Pro to FTO Integration (Agency Site License) Annual Subscription Fee	1	0.00		0.00

CAD Software Subtotal	8,836.13 USD
CAD Software Discount	- 1,767.23 USD
CAD Software Total	7,068.90 USD

MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
10.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 353.40	1,413.60
11.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	103.08	- 20.62	82.46
12.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,178.00	- 235.60	942.40
13.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,567.46	- 313.49	1,253.97

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14.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	235.12		235.12
15.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 626.98	2,507.92
16.	Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 736.25	2,945.00

Mapping Software Subtotal	11,666.81 USD
Mapping Software Discount	- 2,286.34 USD
Mapping Software Total	9,380.47 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	30	120.00		3,600.00
18.	Mobile PS Pro AVL Annual Subscription Fee	40	58.90	- 471.20	1,884.80
19.	Mobile PS Pro CAD Annual Subscription Fee	40	132.53	- 1,060.40	4,240.80
20.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 294.50	1,178.00
21.	Mobile PS Pro Mapping Annual Subscription Fee	40	214.03	- 1,712.40	6,848.80
22.	Mobile PS Pro NCIC Annual Subscription Fee	40	0.00		0.00
23.	Mobile PS Pro Records Annual Subscription Fee	40	279.78	- 2,238.40	8,952.80

Mobile Software Subtotal	32,482.10 USD
Mobile Software Discount	- 5,776.90 USD
Mobile Software Total	26,705.20 USD

PERSONNEL/ADMIN

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
24.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	484.10	- 96.82	387.28
25.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 235.60	942.40
26.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	659.81	- 131.96	527.85
27.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
28.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00

Personnel/Admin Software Subtotal	2,321.91 USD
Personnel/Admin Software Discount	- 464.38 USD
Personnel/Admin Software Total	1,857.53 USD

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RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
29.	Field Training Online (Stand-Alone)– Annual Subscription Fee	1	3,500.00	- 700.00	2,800.00
30.	PS Pro Records FL LInX Interface (Export) Annual Subscription Fee	1	7,511.66	- 1,502.33	6,009.33
31.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,384.15	- 276.83	1,107.32
32.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	4,152.45	- 830.49	3,321.96
33.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 441.80	1,767.20
34.	Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	0.00		0.00
35.	Records PS Pro FL TraCS Accident Reporting Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68
36.	Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68
37.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00		0.00

Records Software Subtotal	24,648.96 USD
Records Software Discount	- 4,929.79 USD
Records Software Total	19,719.17 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
38.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
39.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
40.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
41.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
42.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total	1,788.00 USD

SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
43.	Community Data Platform Annual Subscription Fee	1	0.00		0.00
44.	PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 853.44	3,413.74

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45.	PS Pro FCIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 77.59	310.34
46.	PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 620.68	2,482.72
47.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
48.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
49.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00
50.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00	- 500.00	2,000.00

Suite Software Subtotal	10,258.51 USD
Suite Software Discount	- 2,051.71 USD
Suite Software Total	8,206.80 USD

SOFTWARE SUMMARY

Software Subtotal	92,002.42 USD
Software Discount	- 17,276.35 USD
Software Total	**74,726.07 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	34,710.00
2.	Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3.	Public Safety Project Management Services - Fixed Fee	27,885.00
4.	Public Safety Technical Services - Fixed Fee	20,280.00
5.	Public Safety Training Services - Fixed Fee	15,015.00

Services Services Total	105,690.00 USD

SERVICES SUMMARY

Services Total	**105,690.00 USD**

WHAT HARDWARE IS INCLUDED?

HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	PS Pro - Barcode Scanner and Printer Pack (Wasp) Hardware	2	923.00	1,846.00

Hardware Hardware Total	1,846.00 USD

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SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
2.	PS Pro Production Server Annual Subscription Fee	1	5,283.25	5,283.25
3.	PS Pro Training/Testing Server Annual Subscription Fee	1	3,775.59	3,775.59
4.	PS Pro Warm Standby Server Annual Subscription Fee	1	4,754.69	4,754.69
			Servers Hardware Total	13,813.53 USD

HARDWARE SUMMARY

Hardware Total	**15,659.53 USD**

QUOTE SUMMARY

Software Subtotal	92,002.42 USD
Services Subtotal	105,690.00 USD
Hardware Subtotal	15,659.53 USD
Quote Subtotal	213,351.95 USD
Discount	- 17,835.55 USD
Quote Total	**196,075.60 USD**

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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	88,539.60

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Exhibit C: Payment Schedule

The total amount of this contract is **$196,075.60**.

The amounts due under this contract are as follows:

Upon contract execution	50%
Completion of BPR	30%
Go Live	20%
Annual Subscription Fee – due upon Go Live	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

The remittance address for payments only is:
CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

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Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

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4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

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In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5 Customer Responsibilities

4.5.1 *Access to Premises*

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2 *CentralSquare Server Access*

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3 *Network Configuration Notification Requirements*

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4 *System Administrator*

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5 *Security*

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6 *System Updates*

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

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Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

   Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at
   CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.

3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

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CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
www.centralSquare.com

Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, CentralSquare Technologies, LLC (hereinafter referred to as "CentralSquare") and Surfside Police Department ("Client") as of the date this Agreement is executed by an authorized representative of both CentralSquare and the Client. CentralSquare and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services ("Services"):

(i) Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated on the quote or Sales Order attached hereto as Addendum 2;

(ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;

(iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");

(v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;

(vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;

(vii) Providing the Client with initial training as stated in Addendum 2; and

(viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").

(ix) If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.

C. This Agreement allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

III. License; Access.

A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.

D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.

IV. Fees; Payment; Taxes.

A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.

B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").

C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:
CentralSquare Technologies, LLC
12709 Collection Center Drive,
Chicago, IL 60693

E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.

F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Term and Termination; Suspension of Services.

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

D. Client may terminate this Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.

E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.

F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.

G Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.

H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.

I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.

J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.

B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.

C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one- time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.

D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.

G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

VII. Confidentiality, Privacy and Business Associate Provisions.

A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.

C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non- disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.

D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.

E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

Client shall indemnify and hold harmless CentralSquare from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by CentralSquare.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement contains the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Surfside Police Department
9293 Harding Avenue
Surfside, FL 33154

Accepted By (Signature)

Printed Name

Title

Date

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Accepted By (Signature)

Printed Name

Title

Date

Schedule A

SOFTWARE TECHNICAL SUPPORT

This Software Technical Support document describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

1. Product Updates and Releases

1.1. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.

1.2. Releases. Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Telephone Support & Support Portal

2.1. **Hours.** CentralSquare shall provide to Client, Monday through Friday, 6:30 A.M. to 5:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours**. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service via toll-free phone number (800-987-0911). When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. Website Support

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

1) Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

4) Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5) Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;

7) Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

1) CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

2) If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. System Maintenance.

Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Client's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical Records Enterprise downtime is 4-8 hours depending on data size and start/end version changes. Web patches can take 20-30 minutes to install. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may

only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

7.1. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Client's standard business hours of operation and the Client will be notified prior to the upgrade.

Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Client promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

8. Priorities and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Client's Subscription applications.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	Search. 24X7 Support for live operations on the production system. This is defined as the following: • The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations). These Software Errors are defined in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 4 – Minor	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

9. Exceptions. CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

9.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

9.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.

9.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the Software.

9.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

10. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

11. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

11.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

11.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

12. Virtual Private Network (VPN) Concentrator. If Client's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Client's location but is, and shall remain, the property of CentralSquare.

13. **Client Cooperation.** Client may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.

14. **Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.

15. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

ADDENDUM 1
BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a "Business Associate" of Client, and Client is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate CentralSquare Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Client, in the event CentralSquare is deemed to be a Business Associate of Client for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the CentralSquare Service Agreement;
- Report to Client any use or disclosure of PHI not provided for by the CentralSquare Service Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Client in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Client the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Client's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Client's compliance with HIPAA and the Privacy Regulations;
- At the termination of the CentralSquare Service Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Client. In the event the return or destruction of such PHI is infeasible, CentralSquare' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the CentralSquare Service Agreement to the contrary, Client may terminate the Agreement if Client determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq*.

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Client of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by CentralSquare

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Client if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Client to perform these services.

ADDENDUM 2

CENTRALSQUARE QUOTE/SALES ORDER

(refer to Quote/Pricing set forth in Client's main Pro Suite Agreement)

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: Surfside Police Department

Membership

A. CentralSquare Technologies, LLC ("CentralSquare") offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.

B. Clients who wish to qualify as a Member Agency must:

   a. Be a CJIS compliant Law Enforcement Agency
   b. Agree to contribute data to the Community Data Platform including:
      i. CAD
      ii. RMS Incidents
      iii. RMS Arrests
      iv. RMS Warrants
      v. RMS Master Names
   c. Agree to allow CentralSquare to share their data with other Member Agencies and third parties as provided in this Agreement

C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
• QuickView (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
• QuickView	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.

E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that CentralSquare will process and anonymize

data from the IQ Community Data Platform (the “Aggregate Data”) to provide further commercial services for its clients and third parties as described below.

F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on CentralSquare’s servers, through Client’s computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

A. Access to IQ Search by Client’s authorized end users (“Authorized Users”) will require the use of a password. Client is responsible for management and control of passwords for its end users.

B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare’s security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client’s organization in compliance with the terms of this Agreement.

Termination

A. This Agreement may be terminated by CentralSquare upon thirty (30) days’ written notice due to a material breach by Client.

B. Either Party may terminate this Agreement for convenience upon thirty (30) days’ written notice to the other Party.

Client Responsibilities

A. Client will assign a Client Administrator to manage end user access and passwords.

B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare’s technical specifications, as well as providing and maintaining a fast, stable, high-speed connection and remote connectivity for data contribution services as well as individual client user access.

C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including

completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or Confidential Information without CentralSquare's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software and Services, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.

C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.

E. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. In addition, CentralSquare may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

A. CentralSquare owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. CentralSquare shall retain all rights and ownership to the Aggregate Data.

C. As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Software and Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.

D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

F. CentralSquare reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE “AS IS” AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT’S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE’S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE’S COMPUTER NETWORK.

D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE’S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.

E. IN NO EVENT SHALL CENTRALSQUARE’S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To CentralSquare:
Surfside Police Department		CentralSquare Technologies, LLC
Attn:		Attn: Contracts
9293 Harding Avenue		1000 Business Center Drive
Surfside, FL 33154		Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other CentralSquare subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Agreement

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

SURFSIDE POLICE DEPARTMENT	**CENTRALSQUARE TECHNOLOGIES, LLC**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

Technical Support Services:

Client may contact CentralSquare for issues with IQ Search via the following: by phone at (800) 987-0911 or via the Customer Portal: https://support.centralsquare.com. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CentralSquare identifying potential problems in the Software. Requests should be in writing and directed to CentralSquare by e-mail. CentralSquare retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If CentralSquare decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If CentralSquare provides support services for a problem caused by a Nonqualified Product, or if CentralSquare's service efforts are increased as a result of a Nonqualified Product, CentralSquare will charge time and materials for extra service at its current published rates for custom software services. If, in CentralSquare's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CentralSquare shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

1) Provide hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by CentralSquare for proper operation of the Software;

4) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;

5) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;

7) Other than CentralSquare's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Contract Line Item Price Comparison for Piggy Back Purposes

	Plantation Police Department				Surfside Police Department			
Product Name	**Quantity**	**Unit Price**	**Discount**	**Total**	**Quantity**	**Unit Price**	**Discount**	**Total**
CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	$ 4,417.52	$ (927.68)	$ 3,489.84	1	$ 1,104.38	$ (220.88)	$ 883.50
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	$ 13,252.48	$ (2,783.02)	$ 10,469.46	1	$ 3,313.12	$ (662.62)	$ 2,650.50
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
CAD PS Pro Core Annual Subscription Fee	1	$ 4,418.63	$ (927.91)	$ 3,490.72	1	$ 4,418.63	$ (883.73)	$ 3,534.90
CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
Total		**$ 22,088.63**	**$ (4,638.61)**	**$ 17,450.02**		**$ 8,836.13**	**$ (1,767.23)**	**$ 7,068.90**
Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	$ 4,417.50	$ (927.67)	$ 3,489.83	1	$ 1,767.00	$ (353.40)	$ 1,413.60
Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	$ 103.08	$ (21.65)	$ 81.43	1	$ 103.08	$ (20.62)	$ 82.46
Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	$ 2,061.50	$ (432.91)	$ 1,628.59	1	$ 1,178.00	$ (235.60)	$ 942.40
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	$ 6,269.84	$ (1,316.67)	$ 4,953.17	1	$ 1,567.46	$ (313.49)	$ 1,253.97
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	$ 235.12		$ 235.12	1	$ 235.12		$ 235.12
Mapping PS Pro Core Annual Subscription Fee	1	$ 3,134.90	$ (658.33)	$ 2,476.57	1	$ 3,134.90	$ (626.98)	$ 2,507.92
Total		**$ 16,221.94**	**$ (3,357.23)**	**$ 12,864.71**		**$ 7,985.56**	**$ (1,550.09)**	**$ 6,435.47**
Mobile PS Pro AVL Annual Subscription Fee	170	$ 58.90	$ (2,102.90)	$ 7,910.10	40	$ 58.90	$ (471.20)	$ 1,884.80
Mobile PS Pro CAD Annual Subscription Fee	170	$ 132.53	$ (4,731.10)	$ 17,799.00	40	$ 132.53	$ (1,060.40)	$ 4,240.80
Mobile PS Pro Core Annual Subscription Fee	1	$ 1,472.50	$ (309.22)	$ 1,163.28	1	$ 1,472.50	$ (294.50)	$ 1,178.00
Mobile PS Pro Mapping Annual Subscription Fee	170	$ 214.03	$ (7,641.50)	$ 28,743.60	40	$ 214.03	$ (1,712.40)	$ 6,848.80
Mobile PS Pro NCIC Annual Subscription Fee	170	$ -		$ -	40	$ -		$ -
Mobile PS Pro Records Annual Subscription Fee	170	$ 279.78	$ (9,987.50)	$ 37,575.10	40	$ 279.78	$ (2,238.40)	$ 8,952.80
Total		**$ 2,157.74**	**$ (24,772.22)**	**$ 93,191.08**		**$ 2,157.74**	**$ (5,776.90)**	**$ 23,105.20**
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	$ 3,419.60	$ (718.12)	$ 2,701.48	1	$ 484.10	$ (96.82)	$ 387.28
Administration PS Pro Core Annual Subscription Fee	1	$ 1,178.00	$ (247.38)	$ 930.62	1	$ 1,178.00	$ (235.60)	$ 942.40
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	$ 910.61	$ (191.23)	$ 719.38	1	$ 659.81	$ (131.96)	$ 527.85
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
Personnel PS Pro Core Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
Total		**$ 5,508.21**	**$ (1,156.73)**	**$ 4,351.48**		**$ 2,321.91**	**$ (464.38)**	**$ 1,857.53**
PS Pro Records FL LInX Interface (Export) Annual Subscription Fee	1	$ 7,511.66	$ (1,577.45)	$ 5,934.21	1	$ 7,511.66	$ (1,502.33)	$ 6,009.33
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	$ 9,129.50	$ (1,917.19)	$ 7,212.31	1	$ 1,384.15	$ (276.83)	$ 1,107.32
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	$ 27,388.50	$ (5,751.58)	$ 21,636.92	1	$ 4,152.45	$ (830.49)	$ 3,321.96
Records PS Pro Core Annual Subscription Fee	1	$ 2,209.00	$ (463.89)	$ 1,745.11	1	$ 2,209.00	$ (441.80)	$ 1,767.20
Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
Fee	1	$ 7,659.45	$ (1,608.48)	$ 6,050.97	1	$ 2,945.85	$ (589.17)	$ 2,356.68
Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	$ 7,659.45	$ (1,608.48)	$ 6,050.97	1	$ 2,945.85	$ (589.17)	$ 2,356.68
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
Total		**$ 61,557.56**	**$ (12,927.07)**	**$ 48,630.49**		**$ 21,148.96**	**$ (4,229.79)**	**$ 16,919.17**
PS Pro Production Server Annual Subscription Fee	1			$ 13,870.50	1			$ 5,283.25
PS Pro Training/Testing Server Annual Subscription Fee	1			$ 10,588.38	1			$ 3,775.59
PS Pro Warm Standby Server Annual Subscription Fee	1			$ 12,580.58	1			$ 4,754.69
Total				**$ 37,039.46**				**$ 13,813.53**
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	56	$ 120.00		$ 6,720.00	30	$ 120.00		$ 3,600.00
PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	$ 4,267.18		$ 4,267.18	1	$ 4,267.18	$ (853.44)	$ 3,413.74
PS Pro FCIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	$ 387.93		$ 387.93	1	$ 387.93	$ (77.59)	$ 310.34
PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	$ 3,103.40		$ 3,103.40	1	$ 3,103.40	$ (620.68)	$ 2,482.72
PS Pro Reporting Core Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
PS Pro Time Synchronization Interface Annual Subscription Fee	1	$ -		$ -	1	$ -		$ -
Total		**$ 7,878.51**		**$ 14,478.51**		**$ 7,758.51**	**$ (1,551.71)**	**$ 6,206.80**
PS Pro BPR & Configuration Subscription Services				$ 3,260.00				$ 34,710.00
PS Pro Go Live Subscription Services				$ 5,020.00				$ 20,280.00
PS Pro One-time GIS Mapping Subscription Services				$ 900.00				$ 7,800.00
PS Pro Project Management Subscription Services				$ 16,402.47				$ 27,885.00
PS Pro Training Subscription Services				$ 11,870.00				$ 15,015.00
Total				**$ 37,452.47**				**$ 105,690.00**
5 Year TCO				$ 187,262.35				$ 105,690.00

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF (i) A FULLY INTEGRATED COMPUTER AIDED DISPATCH (CAD) SYSTEM AND RELATED ANCILLARY SERVICES FROM CENTRALSQUARE TECHNOLOGIES, INC., (ii) A CITATION SYSTEM FROM LEXISNEXIS, AND (iii) VEHICLE PRINTERS FROM CDW GOVERNMENT LLC, FOR THE POLICE DEPARTMENT; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND (7)(K) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Police Department is in need of a fully integrated computer system, including a computer aided dispatch system, including a records management system, police report writing, program, mobile field reporting/field operations program, personnel/admin module, citizens reporting system, criminal case management tracking/criminal intelligence module, property and evidence module, GIS Mapping, E Citations, field training module, AVL Mapping, and connectivity to local, county, and state agency systems (the "CAD System") to facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, on June 22, 2022, the City of Plantation, Florida ("Plantation") competitively awarded CentralSquare Technologies, LLC ("Central Square") a contract for the CAD System pursuant to Request for Sealed Proposals No. 038-21 (the "Plantation Contract"); and

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

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

WHEREAS, in accordance with the pricing of the Plantation Contract, Central Square has provided the Town with a quote, attached hereto as Exhibit "A" (the "Quote"), for the CAD System and related maintenance and subscription services (the "Ancillary Services") in the amount of $196,075.60 for the first year and $88,539.60 for the Ancillary Services after the first year (the "Central Square Purchase"); and

WHEREAS, pursuant to Section 3-13(3) of the Town's Code, the Town Commission seeks to approve the Central Square Purchase and authorize the Town Manager to negotiate and enter into an Agreement, in substantially the form attached hereto as Exhibit "B" (the "Agreement"), with Central Square consistent with the terms and conditions of the Plantation Contract and the Quote attached hereto as Exhibit "A"; and

WHEREAS, the Town Police Department also requires 21 electronic citation writing system licenses for the Town's patrol officers (the "Citation System"); and

WHEREAS, the Town Commission wishes to authorize the Town Manager to purchase the Citation System in the amount of $22,705.20 from LexisNexis Risk Solutions Inc. ("LexisNexis"), consistent with the quote attached hereto as Exhibit "C" (the "Citation System Purchase"); and

WHEREAS, the Town Police Department also requires twenty-five (25) police vehicle printers and related supplies and equipment (the "Vehicle Printers") for the Town's patrol officers; and

WHEREAS, the Town Commission wishes to further authorize the Town Manager to purchase the Vehicle Printers at a total cost of $12,373.25 from CDW Government LLC ("CDW-G"), consistent with the quote attached hereto as Exhibit "D" (the "Vehicle Printer Purchase"); and

WHEREAS, the Town Commission finds that the Citation System Purchase and the Vehicle Printer Purchase are exempt from competitive bidding per Section 3-13(7)(K) of the Town Code as purchases or contracts for equipment and services related to the Town's fleet and infrastructure; 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 CAD System Purchase, Citation System Purchase, and Vehicle Printer Purchase. The Town Commission hereby approves (I) the CAD System Purchase from Central Square in the amount of $196,075.60 for the first year and $88,539.60 for the Ancillary Services after the first year, (ii) the Citation System Purchase from LexisNexis in the amount of $22,705.20, and (iii) the Vehicle Printer Purchase from CDW-G in the amount of $12,373.25.

Section 3. Authorization. The Town Manager is hereby authorized to negotiate and execute the Agreement with Central Square for the CAD System Purchase, in substantially the form attached hereto as Exhibit "B," consistent with the terms of the

Plantation Contract and the Quote attached hereto as Exhibit "A," subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to execute any purchase order or required documentation necessary to make the Citation System Purchase in accordance with the quote attached hereto as Exhibit "C" from LexisNexis and the Vehicle Printer Purchase in accordance with the quote attached hereto as Exhibit "D" from CDW-G, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Exemption from Competitive Bidding. The Town Commission hereby finds that the CAD System Purchase utilizing the Plantation Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code. The Town Commission further finds that the Citation System Purchase and Vehicle Printer Purchase are exempt from competitive bidding pursuant to Section 3-13(7)(K) of the Town Code.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the CAS System Purchase, Citation System Purchase, Vehicle Printer Purchase, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____

Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

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

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

CENTRALSQUARE

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

Quote #: Q-94195
Primary Quoted Solution: PSJ Pro
Quote expires on: September 01, 2023

Quote prepared for:
John Healy
Surfside Police Department
9293 Harding Ave
Surfside, FL 33154
305-861-4862

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,104.38	- 220.88	883.50
2.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
3.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
4.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,313.12	- 662.62	2,650.50
5.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
6.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 883.73	3,534.90
7.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
8.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
9.	CAD PS Pro to FTO Integration (Agency Site License) Annual Subscription Fee	1	0.00		0.00

CAD Software Subtotal	8,836.13 USD
CAD Software Discount	- 1,767.23 USD
CAD Software Total	7,068.90 USD

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
10.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 353.40	1,413.60
11.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	103.08	- 20.62	82.46
12.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,178.00	- 235.60	942.40
13.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,567.46	- 313.49	1,253.97
14.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	235.12		235.12
15.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 626.98	2,507.92
16.	Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 736.25	2,945.00

Mapping Software Subtotal	11,666.81 USD
Mapping Software Discount	- 2,286.34 USD
Mapping Software Total	9,380.47 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	30	120.00		3,600.00
18.	Mobile PS Pro AVL Annual Subscription Fee	40	58.90	- 471.20	1,884.80
19.	Mobile PS Pro CAD Annual Subscription Fee	40	132.53	- 1,060.40	4,240.80
20.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 294.50	1,178.00
21.	Mobile PS Pro Mapping Annual Subscription Fee	40	214.03	- 1,712.40	6,848.80
22.	Mobile PS Pro NCIC Annual Subscription Fee	40	0.00		0.00
23.	Mobile PS Pro Records Annual Subscription Fee	40	279.78	- 2,238.40	8,952.80

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

Mobile Software Subtotal	32,482.10 USD
Mobile Software Discount	- 5,776.90 USD
Mobile Software Total	26,705.20 USD

PERSONNEL/ADMIN

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
24.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	484.10	- 96.82	387.28
25.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 235.60	942.40
26.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	659.81	- 131.96	527.85
27.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
28.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00

Personnel/Admin Software Subtotal	2,321.91 USD
Personnel/Admin Software Discount	- 464.38 USD
Personnel/Admin Software Total	1,857.53 USD

RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
29.	Field Training Online (Stand-Alone)– Annual Subscription Fee	1	3,500.00	- 700.00	2,800.00
30.	PS Pro Records FL LInX Interface (Export) Annual Subscription Fee	1	7,511.66	- 1,502.33	6,009.33
31.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,384.15	- 276.83	1,107.32
32.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	4,152.45	- 830.49	3,321.96
33.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 441.80	1,767.20
34.	Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	0.00		0.00
35.	Records PS Pro FL TraCS Accident Reporting Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68
36.	Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68

37.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	0.00

Records Software Subtotal	24,648.96 USD
Records Software Discount	- 4,929.79 USD
Records Software Total	19,719.17 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
38.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
39.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
40.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
41.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
42.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total	1,788.00 USD

SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
43.	Community Data Platform Annual Subscription Fee	1	0.00		0.00
44.	PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 853.44	3,413.74
45.	PS Pro FCIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 77.59	310.34
46.	PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 620.68	2,482.72
47.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
48.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
49.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00
50.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00	- 500.00	2,000.00

Suite Software Subtotal	10,258.51 USD
Suite Software Discount	- 2,051.71 USD
Suite Software Total	8,206.80 USD

CENTRALSQUARE

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

SOFTWARE SUMMARY

Software Subtotal	92,002.42 USD
Software Discount	- 17,276.35 USD
Software Total	**74,726.07 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	34,710.00
2.	Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3.	Public Safety Project Management Services - Fixed Fee	27,885.00
4.	Public Safety Technical Services - Fixed Fee	20,280.00
5.	Public Safety Training Services - Fixed Fee	15,015.00

Services Services Total 105,690.00 USD

SERVICES SUMMARY

Services Total	**105,690.00 USD**

WHAT HARDWARE IS INCLUDED?

HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	PS Pro - Barcode Scanner and Printer Pack (Wasp) Hardware	2	923.00	1,846.00

Hardware Hardware Total 1,846.00 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
2.	PS Pro Production Server Annual	1	5,283.25	5,283.25

	Subscription Fee			
3.	PS Pro Training/Testing Server Annual Subscription Fee	1	3,775.59	3,775.59
4.	PS Pro Warm Standby Server Annual Subscription Fee	1	4,754.69	4,754.69
			Servers Hardware Total	13,813.53 USD

HARDWARE SUMMARY

Hardware Total	**15,659.53 USD**

QUOTE SUMMARY

Software Subtotal	92,002.42 USD
Services Subtotal	105,690.00 USD
Hardware Subtotal	15,659.53 USD

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

Quote Subtotal	213,351.95 USD
Discount	- 17,835.55 USD
Quote Total	**196,075.60 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	88,539.60

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a

Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

   If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.

3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.

4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Quote prepared on:
February 23, 2023
Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

   Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.

3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
CENTRAL SQUARE CORP.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation, (the "Town"), and **CENTRAL SQUARE TECHNOLOGIES, LLC.**, a foreign limited liability company authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

WHEREAS, the Town Police Department is in need of a fully integrated computer system, including a computer aided dispatch system, including a records management system, police report writing, program, mobile field reporting/field operations program, personnel/admin module, citizens reporting system, criminal case management tracking/criminal intelligence module, property and evidence module, GIS Mapping, E Citations, field training module, AVL Mapping, and connectivity to local, Plantation, and state agency systems (the "CAD System") to facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, on June 22, 2022, the City of Plantation, Florida ("Plantation") competitively awarded the Contractor a contract for the CAD System pursuant to Request for Sealed Proposals No. 038-21 (the "Plantation Contract"); and

WHEREAS, pursuant to the terms, conditions, and rates of the Plantation Contract, the Town desires to purchase the CAD System and related maintenance and subscription services (the "Ancillary Services") in the amount of $196,075.60 for the first year and $88,539.60 for the Ancillary Services after the first year, all as set forth in greater detail in the Contractor's Quote attached hereto as Exhibit "A" (the "CAD System Purchase"); and

WHEREAS, as part of the CAD System Purchase, the Contractor has proposed entering into a Subscription Service License & Use Agreement, attached hereto as Exhibit "B" (the "Subscription Service Agreement"), a Software License and Service Agreement, attached hereto as Exhibit "C" (the "Software Agreement"), and the Community Data Platform Membership Program Agreement, attached hereto as Exhibit "D" (the "Community Data Platform Agreement"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Plantation Contract, the Subscription Service Agreement, and the Software Agreement 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, Plantation 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 for the CAD System Purchase 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 Plantation Contract, the Subscription Service Agreement, the Software Agreement, and the Community Data Platform Agreement are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Plantation 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: the Plantation Contract;

   D. Fourth Priority: Exhibit A – Contractor's Quote;

   E. Fifth Priority: Exhibit B — the Subscription Service Agreement;

   F. Sixth Priority: Exhibit C – the Software Agreement; and

   G. Seventh Priority: Exhibit D –the Community Data Platform Membership Program

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Plantation Contract unless otherwise provided in this Agreement. All references to Miami-Dade Plantation 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 CAD System Purchase, including one year of Ancillary Services, shall be in an amount not to exceed $196,075.60, in accordance with the rates of the Plantation Contract and the Contractor's Quote attached hereto as Exhibit "A." Compensation for Ancillary Services shall be in an amount not to exceed $88,539.60 annually for four years following the CAD System Purchase.

6. **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.

7. **Ownership and Access to Records and Audits.**

A. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

B. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

C. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

F. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

G. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	**Sandra McCready, MMC**
Mailing address:	**9293 Harding Avenue**
	Surfside, FL 33154
Telephone number:	**305-861-4863**
Email:	**smccready@townofsurfsidefl.gov**

8. Subscription Service Agreement Amended.

A. Section IV, "Fees; Payment; Taxes," of the Subscription Service Agreement is hereby amended as follows:

Section IV. Fees; Payment; Taxes.

***

C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5% after the third, Renewal Term.

D. Omitted. ~~All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one half percent (1 1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.~~

***

B. Section V, "Fees; Payment; Taxes," of the Subscription Service Agreement is hereby amended as follows:

Section V. Fees; Payment; Taxes.

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of contract execution unless the Agreement is otherwise terminated as set forth

herein. The “date of activation” will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay ~~one hundred percent (100%) of the remaining fees owed for the Initial Term plus~~ implementation fees if not already paid and Central Square has provided the implementation services. ~~If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.~~

***

J. Subject to Chapter 119, Florida Statutes:

1. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party’s Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client’s data. CentralSquare will not return the data to the Client as the Client still retains the source data.

****

C. Section VI, “Client Responsibilities,” of the Subscription Service Agreement is hereby amended as follows:

VI. Client Responsibilities.

****

C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client’s responsibility to assure that the initial and one- time importing of the Client Information into Client’s database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client’s database shall be performed solely by Client, except that Central Square shall be responsible in the event it imports Client information in a negligent manner. The Client Information that is to be included in Client’s database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare’s policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information, except that Central Square shall be responsible in the event it assists Client in a negligent manner.

D. Section VII, “Confidentiality, Privacy, and Business Associate Provisions,” of the Subscription Service Agreement is hereby amended as follows:

VII. Confidentiality, Privacy and Business Associate Provisions. Subject to Chapter 119, Florida Statutes, Central Square and Client agree as follows:

A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.

C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed

pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non- disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

E. Section VIII, "Ownership," of the Subscription Service Agreement is hereby amended as follows:

VIII. Ownership. <u>Subject to Chapter 119, Florida Statutes, Central Square and Client agree as follows:</u>

A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

Client agrees that CentralSquare has and retains all rights to use any data and

information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

F. Section IX, "Disclaimer; Limitation of Liability," of the Subscription Service Agreement is hereby deleted in its entirety.

G. Section X, "Indemnification," of the Subscription Service Agreement is deleted in its entirety hereby and replaced as follows:

X. Indemnification.

A. Central Square shall indemnify and hold harmless the Client/Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Central Square and third parties made pursuant to this Agreement. Central Square shall reimburse the Client/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 Central Square's performance or non-performance of this Agreement.

B. Nothing herein is intended to serve as a waiver of sovereign immunity by the Client/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 Client/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.

H. Section XIII, "Governing Law," of the Subscription Service Agreement is deleted in its entirety hereby and replaced as follows:

Section XIII. 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.

I. Section XIV, "Integration," of the Subscription Service Agreement is hereby amended as follows:

XIV. Integration.

~~This Agreement contains the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.~~

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

9. Software Agreement Amended.

A. Section 3.5, "Late Payment," of the Software Agreement is hereby amended as follows:

3.5 ~~Late Payment. If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.~~ Reserved..

B. Section 4.3, “Confidentiality,” of the Software Agreement is hereby amended as follows:

4.3 Confidentiality

Except as otherwise provided in this Agreement and subject to the limitations of Chapter 119, Florida Statutes, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

***

C. Section 4.6, “Limited Warranties,” of the Software Agreement is hereby amended as follows:

4.6 Limited Warranties

***

~~**CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**~~

D. Section 4.8, “Insurance Provision,” of the Software Agreement is hereby amended as follows:

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

(d) Cyber Liability Insurance: Cybe Liability Insurance or equivalent form with a limit of of $1,000,000 for each occurrence and not less than $2,000,000 in the aggregate.

At Customer’s request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

E. Section 5.0, “Indemnification,” of the Software Agreement is hereby amended as follows:

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors.

Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Customer/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.

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

~~Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.~~

~~IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.~~

F. Section 6.0, "Term & Termination," of the Software Agreement is hereby amended as follows:

6.0 Term & Termination

A. This Agreement shall commence upon execution hereof and shall continue in

full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. ~~If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.~~

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

***

6.4 Termination without Cause

~~After the fifth Renewal Term, this Agreement and the Software use granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next Renewal Term payment is due.~~ The Town, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

G. Section 8.3, "Forum Selection," of the Software Agreement is hereby amended as follows:

8.3 Forum Selection

~~The Parties hereby submit to the exclusive jurisdiction and venue of Florida, or federal courts with respect to any action between the Parties relating to this Agreement.~~ Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

H. Section 8.17, "Entire Agreement," is hereby deleted in its entirety.

10. Community Data Platform Agreement Amended.

A. The Section entitled, "Confiendtiality," of the Community Data Platform Agreement is hereby amended as follows:

Confidentiality. Subject to Chapter 119, Public Records, Client and Central Square agree as follows:

***

B. The Section entitled, "Ownership and Rights," of the Community Data Platform Agreement is hereby amended as follows:

Ownership and Rights. Subject to Chapter 119, Public Records, Client and Central Square agree as follows:

***

C. The Section entitled, "Liability," of the Community Data Platform Agreement is hereby deleted in its entirety.

D. The Section entitled, “Confiendtiality,” of the Community Data Platform Agreement is hereby amended as follows:

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

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

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

TOWN OF SURFSIDE

By: _____
Hector Gomez
Acting Town Manager

Attest:

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

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

EXHIBIT A
CONTRACTOR'S QUOTE

EXHIBIT B
Subscription Services Agreement

EXHIBIT C
Software Agreement

EXHIBIT D
Community Data Platform Agreement

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:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
Plantation 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

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005

March 8, 2023

Quote No.: 03082023 Surfside PD FL

Part Number	Description	Quantity	Unit Price	Amount
78611 One Time Fee	**LexisNexis® eCitation** • Issue traffic, parking, and warning citations • Development for NCIC interface • Includes voice response and distribution of citation numbers	21	$ 795.00	$ 16,695.00
64452 Year 1	**LexisNexis® eCitation Annual Support and Maintenance** • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released	21	$ 143.10	$ 3,005.10
64452 Year 2	**LexisNexis® eCitation Annual Support and Maintenance** • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released	21	$ 143.10	$ 3,005.10
			Quotes Subtotal	$ 22,705.20
			Sales Tax	As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Gayle Anstett
gayle.anstett@lexisnexisrisk.com

Signature to Accept Quote: _____ Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

MEMORANDUM

ITEM NO. 5D.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **HPF Associates, Inc. Contract Extension for Phase IIA for Undergrounding of Utilities**

HPF Associates, Inc. is seeking the Town Commission approve Phase IIA professional services contract amendment and a not to exceed total of $174,0115.00 towards the continued coordination of the design phase of the Utilities Undergrounding Project.

On January 27, 2021, The Town entered into an agreement with HPF Associates, Inc. for project management services in connection with the Undergrounding of Utilities Project. On May 10, 2022, the Town amended the contract and expanded HPF Associates, Inc.'s proposal and scope of services to include Phase IIA. Phase IIA scope of services includes utilities provider coordination services, design coordination services, bidding assistance services and contractor contracting services. Due to the complexity of design such as continuous coordination with AT&T and various additional Town requests such as development order coordination with the Shul; easement and Right of Way coordination for alley; and 96th Street Park three phase power requirements; HPF Associates, Inc. has submitted a new proposal for continued activity for Phase IIA of the Undergrounding of Utilities Project and an executive summary as shown in Exhibit A to the Second Amendment.

Resolution Approving Second Amendment to HPF Associates PSA.DOCX

Second Amendment to HPF Associates PSA.DOCX

Exhibit A to the Second Amendment.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH PHASE IIA OF THE UNDERGROUNDING OF UTILITIES PROJECT; FINDING THAT THE SERVICES ARE EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PHASE IIA SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 3, 2020, the Town of Surfside ("Town") electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

WHEREAS, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which authorized the Town Manager to engage a consultant for the initial phase project management support in connection with the Utilities Undergrounding Project ("Services"); and

WHEREAS, on January 14, 2021, the Town Commission adopted Resolution No. 2020-2752 to engage HPF Associates, Inc. (the "Consultant") for the initial phase of the Services by (i) approving a professional services agreement for the Services (the "PSA Agreement"), and (ii) increasing the Town Manager's expenditure authority to engage the Consultant for a total amount not to exceed $40,000.00; and

WHEREAS, on March 15, 2022, the Town electorate approved a ballot/referendum question to authorize the issuance of General Obligation Bonds for the utilities undergrounding project; and

WHEREAS, on May 10, 2022, the Town Commission adopted Resolution No. 2022-2879, approving the First Amendment to the PSA Agreement for Phase II additional services for the utilities undergrounding project and authorized an amount not to exceed $184,626.88; and

WHEREAS, the Consultant provided a proposal for Phase IIA services in connection with the utilities undergrounding project ("Phase IIA Services") in an amount not to exceed $174,015.63; and

WHEREAS, pursuant to Section 3-13(2) of the Town's Code, contracts for professional services, except those governed by the Consultant's Competitive Negotiations Act, are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approved the Second Amendment to the PSA Agreement, in substantially the form attached hereto as Exhibit "A" (the "Second Amendment"), with the Consultant for the Phase IIA Services, and authorize the expenditure of an amount not to exceed $174,015.63; and

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

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

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

Section 2. Second Amendment Approved. The Town Commission approves the Second Amendment with the Consultant for the Services in connection with Phase IIA Services, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to execute the Second Amendment attached hereto as Exhibit "A," subject to final approval by the Town Manager and the Town Attorney as to form and legal sufficiency.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend an amount not to exceed $174,015.63 for the Phase IIA Services, in accordance with the Second Amendment attached hereto as Exhibit "A".

Section 5. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Second Amendment and the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of April, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra McCready, MMC

Town Clerk

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

_____

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

SECOND AMENDMENT

TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE TOWN OF SURFSIDE
AND
HPF ASSOCIATES, INC,

PHASE II.A. SERVICES

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is entered into as of _____, 2023 by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation (hereinafter the "Town"), and **HPF ASSOCIATES, INC.,** a Florida corporation (hereinafter the "Consultant").

WHEREAS, the Town and Consultant entered into that certain Professional Services Agreement for project management support services in connection with the Utilities Undergrounding Project (the "Project") dated January 27, 2021 (the "Agreement"); and

WHEREAS, on May 12, 2023, the Town and Consultant entered into a First Amendment to the Agreement to amend the Consultant's Scope of Services and the compensation payable to Consultant for Phase II of the Project; and

WHEREAS, the Town and Consultant wish to amend the Consultant's Proposal and Scope of Services and compensation payable to Consultant for Phase IIA of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

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.

3. **Scope of Services.** Section 1.1 of the Agreement is hereby amended and replaced with the following:

Under the general supervision of the Town Manager, Consultant shall perform the Services for Phase IIA of the project in accordance with the updated Proposal and Scope of Services attached hereto as Exhibit "A."

4. **Compensation and Payment**. Section 3.1 of the Agreement is hereby amended and replaced with the following:

Compensation for Services provided by Consultant shall be in accordance with the updated Proposal and fees provided in Exhibit "A attached hereto, in an amount not to exceed $174,258.00 for Phase IIA of the Project including the scope of services provided for in the Proposal attached hereto as Exhibit "A."

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

6. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this 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:

_____
Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

HPF ASSOCIATES, INC., a Florida corporation

_____

By: _____

Print Name:_____

Name: _____
Title: _____

_____

Date Executed: _____

Print Name:_____

EXHIBIT "A"

(Attach Revised Scope of Services)

HPF ASSOCIATES, INC.

April 6, 2023

Mr. Hector Gomez
Town Manager
9293 Harding Ave.
Surfside, FL 33154

Re: Owners Representative – Phase **II** Utility Undergrounding – Executive Summary

Dear Mr. Gomez;

The utility conversion project from overhead to underground Phase II has continued for the past 15 months including the following completed and ongoing activities:

1. Data gathering of existing utility services thru ought the Town of Surfside (ToSS) including FPL, ATT and ABB (now renamed to Breezline).
2. Field conditions regarding existing improvements both public and private have been analyzed and incorporated into the utility provider designs to minimize the necessity for easements or undue modifications to said improvements which are encroaching into public Rights of Way.
3. Contract agreements have been, and continue to be, negotiated with utility service providers pending the final execution of designs provided by the utilities. FPL, Breezline and HotWire have submitted preliminary final designs which will continue to be refined over the coming months taking into account future Town projects and situations discovered during the completion of Tasks 1 and 2 noted previously. ATT continues to lag with their submission of design documents, to date only a partial submission of the first FPL phase has been received.
4. Proposed designs are continually reviewed to minimize the need for easements to facilitate placement of equipment required for the undergrounding process. This activity will continue through the execution of the project.
5. Suggestions as to the final selection of decorative streetlighting fixtures is ongoing, a presentation of various fixture styles will be included in the April Commission meeting.
6. Numerous discussions and considerations regarding the commercial alleyway between Collins Ave. and Harding, pertaining to the SHUL development and construction activities, future development projects adjacent to the alleyway and establishment of a Public Rights of Way over the alleyway have been actively pursued over the past 15 months.

Please contact us at your convenience should further explanation or details regarding the project be necessary.

Very truly yours,

PT Abbott

Paul T. Abbott
President
HPF Associates, Inc.

Cc: CSA, HPF

14803 SW State Road 45 Archer, FL 32618

HPF ASSOCIATES, INC.

March 3, 2023

Mr. Hector Gomez
Town Manager
9293 Harding Ave.
Surfside, FL 33154

Re: Owners Representative Hourly Services Agreement – Phase **IIA** Utility Undergrounding - Extension

Dear Mr. Gomez;

Following please find HPF Associates, Inc. proposal for continued activity with the ongoing phase of the undergrounding project.

KCI will continue with the finalization of the design documents ultimately providing the Town with a complete set of Bidding Documents which will be inclusive of input from all of the utility providers.

HPF will:

1. Supervise, advise and assist in the gathering of data required from said utilities.
2. Provide HPF staff to review and analyze existing field conditions.
3. Continue negotiations to finalize agreements with utility companies not yet under contract.
4. Critic design and recommend adjustments as necessary with FPL regarding equipment placement to minimize necessity for easements.
5. Coordinate with ToSS Legal representatives if any easements are ultimately required.
6. Assist ToSS in selecting Decorative Lighting Fixtures including presentation of design alternatives for approval by Commission.
7. Update Cost Estimate based on final comprehensive bid documents.
8. Assist ToSS with selecting final bid solicitation procedures.
9. Chair all pre-bid meetings.
10. Analyze final bid proposals for accuracy, completeness and competence to perform, leading to a recommendation to award.
11. Negotiate General Contractor contract including their preparation of a detailed completion schedule for the execution of the project.
12. Participate in ToSS Commission meetings, community outreach and informational programs necessary to prepare the town for commencement of construction activities.
13. **Participate in design and execution of projects related to the undergrounding, IE: 96th St. Park, incorporation of decorative sign program into undergrounding project, early execution of the Commercial Alley Undergrounding between Collins and Harding.**

All work efforts provided by HPF will be based on the following hourly rates to be invoiced monthly. Reimbursable expenses such as extensive travel, document duplication and delivery services will be invoiced at direct cost in addition to the expended personnel hours. The projected hourly rates and hours required for the completion of the above referenced responsibilities are as follows:

Hourly Rates – Principal $150 / hour - projected hours 1000 over a 12 month period of time.
Field Staff $65 / hour - projected hours 75 over a 12 month period of time.
Administration $35 / hour - projected hours 200 over a 12 month period of time.

All hourly rates are subject to a 7.5 % overhead and profit mark up.

Based on our revised fee schedule above the Not to Exceed FEE for this Phase **IIA** work effort would be $174,015.62 plus any reasonable direct reimbursable expense.

Very truly yours,

PT Abbott

Paul T. Abbott
President
HPF Associates, Inc.

_____
Authorized Signature

_____
Date

Cc: CSA, HPF

MEMORANDUM

ITEM NO. 7A.

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

From: Hector Gomez, Acting Town Manager

Date: April 18, 2023

Subject: **Town Manager's Report**

2023-04 April Town Manager's Report.pdf

TOWN MANAGER'S REPORT

APRIL 18, 2023

I. TOWN DEPARTMENTS

Building Department

A. Building Permits issued for the demolition and construction of the New 96th Street Park – The Building Department has issued Building Permits for the following phases of the New 96th Street Park: Demolition of existing building, placement of construction modular office, site improvements and main building foundation. Other permits in the process of review/issuance are the Master building permit, kayak launch and dock.

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 March 28, 2023, the numbers are as follows:

- Building Permits issued - 153
- Inspections performed - 204
- Lien search - 15
- 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, New/Replacement Garage Door, New Roofs and New Windows and Doors. 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 (self-service platform) to explore other online permitting options. A meeting was held with Geo Civix (self-service platform) and a price submittal will be reviewed.

Code Compliance Division

A. As of March 28, 2023, the total number of open cases being managed is 211. Of these cases, 100 are actively working towards compliance; 13 cases are on-hold; 15 cases are in the Special Master hearing queue; 17 cases are in post-hearing status; 20 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 175 inspections from March 1, 2023, to March 28, 2023.

B. The Division presented six cases to the Special Magistrate on Wednesday March 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 March 28, 2023, 35 cases have paid/settle for a total monetary collection of $ 21,4774.20.
- 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 26 Code lien searches from March 1, 2023 to March 28, 2023.

E. The Code Compliance Division continues to assist the Town Clerk's Office with public records requests.

Community Services/Tourism & Public Communications Department

A. Block Party Season Ends – This month marks the completion of the Tourist Board's two block party event series, Surfside under the Stars and Third Thursdays. Both series have proven to be very successful, attracting hundreds of attendees through various themes and an array of fun activities and entertainment. The next major event series will be the Summer Sundays beach parties beginning in June.

B. Town Website Refresh Project Advancing – Tourism and Communications is working with the CGA web team on the implementation phase of the aesthetic redesign of the Town website. Work has commenced on the staging site, and the goal is to launch the refreshed site towards the end of April. The Team has met with all Department heads

to discuss their respective sections and layouts. Additionally, staff is awaiting pricing options from website provider Sitefinity on a fully downloadable calendar.

C. Utility Boxes Wrapped – Tourism and Communications created a series of colorful designs for the utility boxes in some of the Town's most visible areas like the business district, Town Hall and the Community Center.

D. State of the Town Address – Tourism and Communications recently worked on the filming and editing of the first annual State of the Town Address video which aired on Channel 663 on March 28, 2023. The recording will air throughout the month of April.

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. A draft agreement is currently being reviewed by FOP members. Town is awaiting a response.

B. Interviews – Interviews for Building Permit Technician I, II, III, Assistant Building Official, Refuse Collector, Custodian, Communications Operator, Maintenance Worker – Water and Sewer, CDL and Heavy Equipment Operator, Lifeguard PT, and Recreation Leader I were conducted.

C. Positions Filled – Building Permit Technician III, Refuse Collector, Custodian (P&R), Police Officer, PT Lifeguard, CDL and Heavy Equipment Operator and PT Structural Plans Examiner.

D. Retirement Plan – Facilitated a Retirement Plan Presentation.

E. Risk Management – Submitted claims, responded to adjuster questions, and coordinated appraisal regarding to damaged Town property.

F. 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, (Custodian, Lifeguard PT, Refuse Collector, FT Lifeguard and CDL and Heavy Equipment Operator) and conducted level 2 background screening (AHCA) of Parks and Recreation new hires and program instructors.

G. EEOC Complaints – Awaiting on response from EEOC with regards to complaint filed by former employee, Malarie Dauginikas.

H. Workers Comp – Assisted staff and FLC attorney regarding workers comp matter.

I. 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.

J. 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 February 28, 2023 – *Attachment "A"*

Parks and Recreation Department

A. Facilities/Hours of operation – Parks and Recreation (P&R) 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. This now includes 2 pickleball courts for programming. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Pool hours are from

7:00 a.m. to 8:00 p.m. for month of April and the Lifeguard Tower from 9:00 a.m. to 5:30pm.

B. Hawthorne Tot Lot update – The renovations to the park are in full swing and on schedule. The installation of the equipment is in process followed by the concrete border and the new poured in playground surface. Project is still on track to be completed by late April.

C. Beach End Fitness Equipment Installation – The installation process for the fitness equipment began on Thursday, March 23rd. Work is estimated to be completed by Friday, April 7.

D. After Care Program Update – The Agreement has been signed by both parties. An on-site meeting with the YMCA was held in March to include YMCA area supervisors for summer camp. The Executive Director for the YMCA will attend the April P&R Committee Meeting for a meet and greet. Staff is in weekly communication with the YMCA and will soon start working on advertisement for our Summer Camp program for mid-April.

E. Programming – Spring program session is ongoing with over 47 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. Our next Senior trip will take place at the Hard Rock Casino, which is always a favorite destination for all our senior community. The trip is scheduled to take place Wednesday, March 29. Senior Brunch Bunches continue to be a huge success in the community. The next brunch will take place Friday, April 21, 2023. We will host the last Kids Days Off of this school calendar on April 7, 2023.

F. Events – The splash into spring egg hunt took place on Sunday, April 2, 2023, 10 a.m. – 1 p.m., at the Surfside Community Center. On April 15, 2023 we will be hosting the annual Baynanza event in collaboration with Miami-Dade County. Our Earth Day Resource Fair is scheduled to take placed Saturday, April 22, 2023 at the Surfside Community Center.

G. 96th Street Park Update – Lunacon has commenced the construction process.

Some of their activities included:

- Commenced demolition
- Commenced foundation work
- Commenced tree relocation process
- Construction trailer has been delivered onsite

- Commenced site work

During the upcoming days, the Contractor will:

- Continue buyout of key subcontractors
- Order long Leed Items

H. Beach Chair Service – Beach Chair Service has been a well-received service offered to Surfside residents. Beach Time Max has been outstanding during the startup of the program. We have received overwhelming positive feedback on the vendor and the program.

Planning Department

Development Application Process (2012 – Present) – *Attachment "B"*

Police Department

A. Police Department Statistics (March 1 – March 24, 2023)

- Traffic Citations – 360
- Parking Citations – 351
- Arrests – 11
- Dispatch Events – 1,132
- Incident/Crime Reports – 50

B. National Public Safety Telecommunications Week

Do you ever wonder who's the person behind our emergency calls to 911? All we know about them is their voice, which is why National Public Safety Telecommunications Week recognizes and thanks those invisible telecommunicators who have continued to serve in this demanding profession. Citizens in the past who may not have been aware, have come to realize that telecommunicators are in fact "The First, First Responders!"

National Public Safety Telecommunications Week is April 9 - 15, 2023. This week is celebrated annually and honors the thousands of men and women who answer emergency calls, dispatch emergency professionals and equipment, and render life-saving assistance to citizens and first responders.

Communications Supervisor Susie Sperbeck is praised by the Command Staff and her colleagues for her 26 years of exceptional service to the law enforcement profession as a communications operator and supervisor for the Town of Surfside. In times of crisis, her essential service is clearly demonstrated and greatly appreciated by all she serves. A special thank you to this dedicated professional for all she does each and every day.

C. Police Events/Community Outreach

- The Surfside Under the Stars event is April 1, 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.
- High school students from Horeb Christian School will visit Town Hall for Police presentations on April 5, 2023 from 9:00 a.m. to 12:30 p.m. in the Commission Chambers. The agenda includes the following presentations:
  - Welcoming Remarks - Mayor Shlomo Danzinger and Acting Town Manager Hector Gomez
  - Chief John Healy - Command Staff Introduction and Responsibilities
  - Captain Antonio Marciante – Patrol Operations, Training and Station Dog Mike
  - Sergeant Jay Matelis – Special Operations Division and Media Relations
  - Criminal Investigations Unit – Investigations
  - Officer John Gentile – Public Records and Body Worn Cameras
  - Closing remarks followed by lunch
- The Surfside Police Department will host two community blood drives on April 5 and April 30, 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 April 20, 2023 from 6:00 p.m. to 9:00 p.m. at 93rd Street between Collins and Harding Avenues. Three police officers/or parking enforcement officers with assist with the street closures and pedestrian safety from 2:00 p.m. to 11:00 p.m.
- Surfside, Bay Harbor Islands and Sunny Isles Beach Police Departments will host a Multi-Agency Collection Day (electronics recycling, Shred-a-Thon and DEA Drug Takeback) on April 22, 2023 at Bill Bird Marina (Haulover Park) from 10:00 a.m. to 2:00 p.m.
- The Police Department's new Community Initiative Custard with the Cops in conjunction with Rita's of Surfside will be held on April 23, 2023 at 11:00 a.m. at Rita's. Residents, business persons, and visitors can meet with the Chief of Police and his staff to discuss community issues.
- The monthly Coffee with the Cops – April 27, 2023 at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 03/01/2023 - 03/31/2023

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Code Compliance (Safety Concern)	1	1	1.3
Code Compliance (Violation)	1	1	0
Dog Stations (P & R)	0	0	

Drainage/Flooding (PW)	0	0	
Other	3	2	4.2
Police (Safety Concern)	0	0	
Solid Waste (Residential) (PW)	0	0	
Street lights (PW)	0	0	
Beach Patrol	0	0	
Parking Issue	2	2	0.2
Dead Animal	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 FEBRUARY 28, 2023
42% OF YEAR EXPIRED (BENCHMARK)

04/18/2023

GOVERNMENTAL FUNDS	ACTUAL		ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001				
REVENUE	$ 14,664,481		$21,293,192	69%
EXPENDITURES	12,785,261		$21,293,192	60%
Net Change in Fund Balance	1,879,220			
Fund Balance-September 30, 2022 (Unaudited)	15,743,982	A		
Fund Balance-February 28, 2023 (Reserves)	$ 17,623,202	B		
TOURIST RESORT FUND - 102				
REVENUE	$ 2,461,589		$6,857,455	36%
EXPENDITURES	2,556,889		$6,857,455	37%
Net Change in Fund Balance	$ (95,300)			
Fund Balance-September 30, 2022 (Unaudited)	6,340,662	C		
Fund Balance-February 28, 2023 (Reserves)	$ 6,245,362	D		
POLICE FORFEITURE FUND - 105				
REVENUE	$ -		$48,400	0%
EXPENDITURES	$ 1,033		$48,400	2%
Net Change in Fund Balance	$ (1,033)			
Fund Balance-September 30, 2022 (Unaudited)	172,082			
Fund Balance-February 28, 2023 (Reserves)	$ 171,049			
TRANSPORTATION SURTAX FUND - 107				
REVENUE	$ 88,320		$528,356	17%
EXPENDITURES	$ 359,114		$528,356	68%
Net Change in Fund Balance	(270,794)			
Fund Balance-September 30, 2022 (Unaudited)	409,259			
Fund Balance-February 28, 2023 (Reserves)	$ 138,465			
BUILDING FUND - 150				
REVENUE	$ 449,679		$1,673,327	27%
EXPENDITURES	1,029,948		$1,673,327	62%
Net Change in Fund Balance	(580,269)			
Fund Balance-September 30, 2022 (Unaudited)	3,079,893			
Fund Balance-February 28, 2023 (Reserves)	$ 2,499,624			
CAPITAL PROJECTS FUND - 301				
REVENUE	$ 5,782,158		$18,087,627	32%
EXPENDITURES	10,311,239		$18,087,627	57%
Net Change in Fund Balance	(4,529,081)			
Fund Balance-September 30, 2022 (Unaudited)	12,354,395			
Fund Balance-February 28, 2023 (Reserves)	$ 7,825,314			

NOTES:

1) Many revenues for February 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 $15,743,982 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 $8,901,708 is unassigned fund balance (reserves).

C The total unaudited balance of $6,340,662 includes $720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of $5,620,377 is unassigned fund balance (reserves).

D Includes $849,846 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of $5,395,516 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	$ 1,816,078	$5,131,739	35%
EXPENDITURES	1,592,395	$5,131,739	31%
Change in Net Position	223,683		
Unrestricted Net Position-September 30, 2022 (Unaudited)	(944,589)		
Unrestricted Net Position-February 28, 2023 (Reserves)	$ (720,906)		
MUNICIPAL PARKING FUND - 402			
REVENUE	$ 821,519	$1,616,544	51%
EXPENDITURES	629,370	$1,616,544	39%
Change in Net Position	192,149		
Unrestricted Net Position-September 30, 2022 (Unaudited)	2,292,492		
Unrestricted Net Position-February 28, 2023 (Reserves)	$ 2,484,641		
SOLID WASTE FUND - 403			
REVENUE	$ 944,858	$1,910,784	49%
EXPENDITURES	933,471	$1,910,784	49%
Change in Net Position	11,387		
Unrestricted Net Position-September 30, 2022 (Unaudited)	(192,856)		
Unrestricted Net Position-February 28, 2023 (Reserves)	$ (181,469)		
STORMWATER FUND - 404			
REVENUE	$ 450,384	$5,250,749	9%
EXPENDITURES	717,690	$5,250,749	14%
Change in Net Position	(267,306)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	2,992,167		
Unrestricted Net Position-February 28, 2023 (Reserves)	$ 2,724,861		
FLEET MANAGEMENT FUND - 501			
REVENUE	$ 1,078,063	$1,525,537	71%
EXPENDITURES	1,286,454	$1,525,537	84%
Change in Net Position	(208,391)		
Unrestricted Net Position-September 30, 2022 (Unaudited)	1,349,421		
Unrestricted Net Position-February 28, 2023 (Reserves)	$ 1,141,030		

Andria Meiri

Andria Meiri, Budget Officer

HG

Hector Gomez, Acting Town Manager

Town of Surfside

Net Funds Historical Balances

Period 2019 - February 2023

FUND	9/30/2019	9/30/2020	9/30/2021	9/30/2022	2/28/2023	CAGR [(a)]
General	$ 14,984,105	$ 18,286,748	$ 21,091,150	$ 15,743,982	$ 17,623,202	1.7%
Tourist Resort	1,640,525	2,109,658	4,264,457	6,340,662	6,245,362	56.9%
Police Forfeiture	105,725	168,289	221,034	172,082	171,049	17.6%
Transportation Surtax	328,377	442,856	569,453	409,259	138,465	7.6%
Building	2,563,517	1,991,388	1,904,548	3,079,893	2,499,624	6.3%
Capital Projects	3,048,582	4,899,128	5,894,823	12,354,395	7,825,314	59.4%
Water & Sewer	(2,367,098)	(1,733,610)	(1,389,877)	(944,589)	(720,906)	35.8%
Municipal Parking	1,198,948	1,293,993	1,657,883	2,292,492	2,484,641	24.1%
Solid Waste	641,636	219,615	(271,836)	(192,856)	(181,469)	-167.0%
Stormwater	3,200,132	3,205,050	3,581,622	2,992,167	2,724,861	-2.2%
Fleet Management	585,363	825,468	1,091,020	1,349,421	1,141,030	32.1%
Total	**$ 25,929,812**	**$ 31,708,583**	**$ 38,614,277**	**$ 43,596,908**	**$ 39,951,173**	**11.4%**

(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.

Attachment "B"

Last updated on 3/28/2023

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	**Project Description**	**Zoning Process**	**Density/Intensity**		**Variances**		**Building Permit**		**Status**
			Allowed	**Approved**	**Requested**	**Received**	**Application No.**	**Status**	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	**DRG** - 7/31/2012, 8/23/12, site plan amendment: 5/16/16, 8/4/16, 3/9/17, 5/11/17 **P&Z** - Original site plan: 9/27/12, site plan amendment: 8/31/17 **TC** - Original site plan: 10/15/12, site plan amendment: 10/10/17 **Site Plan Ext** -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required. Awaiting CO
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and adjoining learning center (3 stories)	**DRG** - 2/11/13, 3/27/13, 7/9/13 **P&Z -** 2/27/14 **TC** - 10/28/14 **Site Plan Ext** -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	Work is well underway as permitted in three phases: Phase I is the new school which is currently substantially complete and operating with a TCO as Phase I. Phase II is the multi-use glass atrium. Phase III is the remodel of the old section of the building.
8/12/2015 12/23/20 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, Approved2/26/19 **Site Plan Ext** - Request submitted to extend approval due to emergency declaration (Hurr. Dorian). Additional COVID and TS Elsa extensions - Permit Due Date 2/4/24. **New Request** submitted to extend approval due to emergency declarations Hurricane Ian and Subtropical Storm Nicole) - **New Permit Due Date to 5/28/25**	250 units	Request is for 205 units	None	None	21-1412BC	Foundation-Only Permit ready to issue.	Foundation Only permit application has been 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 Significnat 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 Recondsider) 2/25/21 P&Z Denied Plan **TC** - Denied by the Commission (requires reconsideration by TC), **TC** Approval 5/26/21 **Site Plan Ext** -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. – Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Has not applied for permit 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 speadsheet.
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 **TC** - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None	None		Has not applied for permit yet	DRG recommmended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting.
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, may need variance.	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 **TC** - 2/14/2023	68 units	No residential	None	None		Has not applied for permit yet	Approved by P&Z at 12/15/22 meeting. Approved by TC on February 14th, 2023
8/29/22 200 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, Commissionser 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

Total Study Cost	$50,000
*Design and Implementation strategy cost**	$120,000

** Approved by Resolution at Dec. 13th Town Commission meeting*

Scope

The 2 blocks of Harding Avenue from 94th Street to 96th Street provide the entrance to the Town for those arriving from the north. It is also the commercial hub for residents and is visited by vehicles, pedestrians and bicyclists. The corridor carries through traffic traveling south along busy A1A. An evaluation of the feasibility of providing wider sidewalks in this section of Harding Avenue to support safety, provide a more walkable experience for shoppers and slow vehicle speeds has been conducted. Marlin Engineering presented findings to the Town Commission in September 2022. The second phase will be designing and procurement for the alternative chosen by the Commission.

Project Timeline	Phase Start	Phase End
Notice to Proceed	*January 2022*	*January 1, 2022*
Planning Study	*January 2022*	*September 2022*
*Design Phase **	*December 2022*	*July 2023*
*Permitting and Implementation**	*May 2023*	*September 2023*
*Results review and planning**	*July 2023*	*September 2023*

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

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

	Phase Start	Phase End
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 installation of the equipment is in process followed by the concrete border and the new poured in playground surface.

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*																												
2																													
3																													
4																													
5																													
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19																													
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.

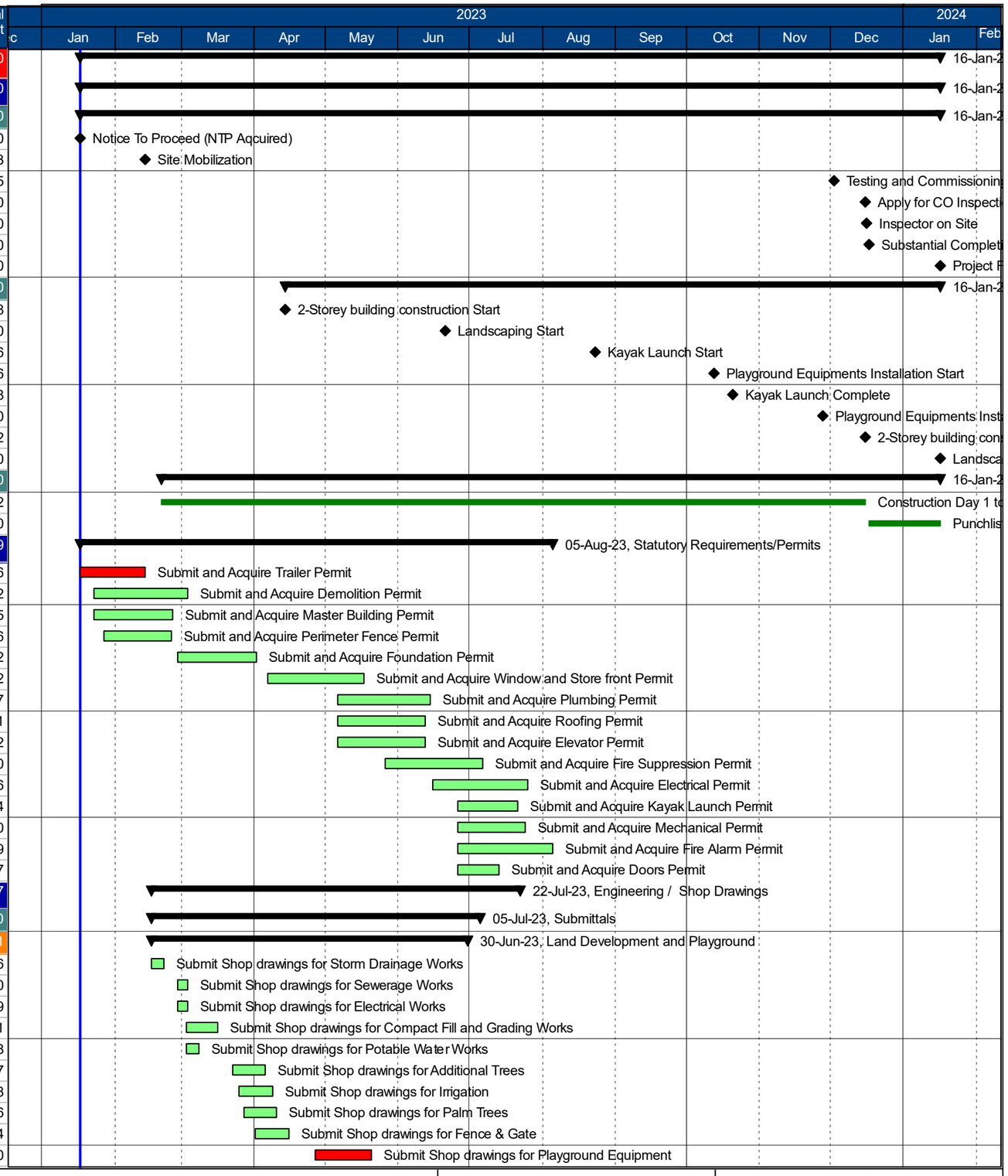
The project is a full park re-development with a 2-story multi-use structure, an artificial turf field, and play ground area. A kayak launch component has also been incorporated.

Project Timeline	Phase Start	Phase End
Procurement and Selection	*August 2022*	*November 2022*
Permitting	*March 2022*	*January 2023*
Construction (est.)	*January 2023*	*January 2024*
Commissioning (est.)	*January 2024*	*February 2024*

Project Update

Building is currently demolished. Refer to revised schedule.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Surfside 96th Street Park Baseline Schedule_R5v1		365	17-Jan-23	16-Jan-24	0
Milestone		365	17-Jan-23	16-Jan-24	0
General Milestones		365	17-Jan-23	16-Jan-24	0
BL011000	Notice To Proceed (NTP Aqcuired)	0	17-Jan-23		0
BL011010	Site Mobilization	0	13-Feb-23		53
BL011050	Testing and Commissioning Start	0	02-Dec-23		45
BL011060	Apply for CO Inspection	0	15-Dec-23		0
BL011062	Inspector on Site	0	16-Dec-23		0
BL011070	Substantial Completion	0		17-Dec-23	0
BL011080	Project Final Completion	0		16-Jan-24	0
Client Milestones		278	14-Apr-23	16-Jan-24	0
BL011020	2-Storey building construction Start	0	14-Apr-23		278
BL011026	Landscaping Start	0	20-Jun-23		210
BL011039	Kayak Launch Start	0	23-Aug-23		146
BL011030	Playground Equipments Installation Start	0	12-Oct-23		96
BL011040	Kayak Launch Complete	0		20-Oct-23	88
BL011035	Playground Equipments Installation Complete	0		27-Nov-23	50
BL011025	2-Storey building construction Complete	0		15-Dec-23	32
BL011027	Landscaping Complete	0		16-Jan-24	0
Work Summary		330	20-Feb-23	16-Jan-24	0
BL14710	Construction Day 1 to Substantial Completion	298	20-Feb-23	15-Dec-23	32
BL14720	Punchlist Duration	30	17-Dec-23	16-Jan-24	0
Statutory Requirements/Permits		170	17-Jan-23	05-Aug-23	79
BL15320	Submit and Acquire Trailer Permit	24	17-Jan-23	13-Feb-23	46
BL15330	Submit and Acquire Demolition Permit	35	23-Jan-23	03-Mar-23	42
BL15350	Submit and Acquire Master Building Permit	30	23-Jan-23	25-Feb-23	15
BL15340	Submit and Acquire Perimeter Fence Permit	25	27-Jan-23	24-Feb-23	16
BL15410	Submit and Acquire Foundation Permit	30	27-Feb-23	01-Apr-23	32
BL15420	Submit and Acquire Window and Store front Permit	35	06-Apr-23	17-May-23	72
BL15380	Submit and Acquire Plumbing Permit	32	06-May-23	14-Jun-23	97
BL15400	Submit and Acquire Roofing Permit	30	06-May-23	12-Jun-23	101
BL15430	Submit and Acquire Elevator Permit	30	06-May-23	12-Jun-23	102
BL15450	Submit and Acquire Fire Suppression Permit	32	26-May-23	06-Jul-23	80
BL15370	Submit and Acquire Electrical Permit	32	15-Jun-23	25-Jul-23	86
BL15360	Submit and Acquire Kayak Launch Permit	22	26-Jun-23	21-Jul-23	44
BL15390	Submit and Acquire Mechanical Permit	24	26-Jun-23	24-Jul-23	60
BL15440	Submit and Acquire Fire Alarm Permit	35	26-Jun-23	05-Aug-23	79
BL15460	Submit and Acquire Doors Permit	15	26-Jun-23	13-Jul-23	87
Engineering / Shop Drawings		132	16-Feb-23	22-Jul-23	107
Submittals		117	16-Feb-23	05-Jul-23	110
Land Development and Playground		114	16-Feb-23	30-Jun-23	101
BL011180	Submit Shop drawings for Storm Drainage Works	5	16-Feb-23	21-Feb-23	46
BL011190	Submit Shop drawings for Sewerage Works	5	27-Feb-23	03-Mar-23	50
BL011200	Submit Shop drawings for Electrical Works	5	27-Feb-23	03-Mar-23	69
BL011090	Submit Shop drawings for Compact Fill and Grading Works	12	03-Mar-23	16-Mar-23	171
BL011210	Submit Shop drawings for Potable Water Works	5	03-Mar-23	08-Mar-23	78
BL011110	Submit Shop drawings for Additional Trees	12	22-Mar-23	05-Apr-23	67
BL011150	Submit Shop drawings for Irrigation	12	25-Mar-23	08-Apr-23	108
BL011120	Submit Shop drawings for Palm Trees	12	27-Mar-23	10-Apr-23	66
BL011230	Submit Shop drawings for Fence & Gate	12	01-Apr-23	15-Apr-23	164
BL011100	Submit Shop drawings for Playground Equipment	21	26-Apr-23	20-May-23	0

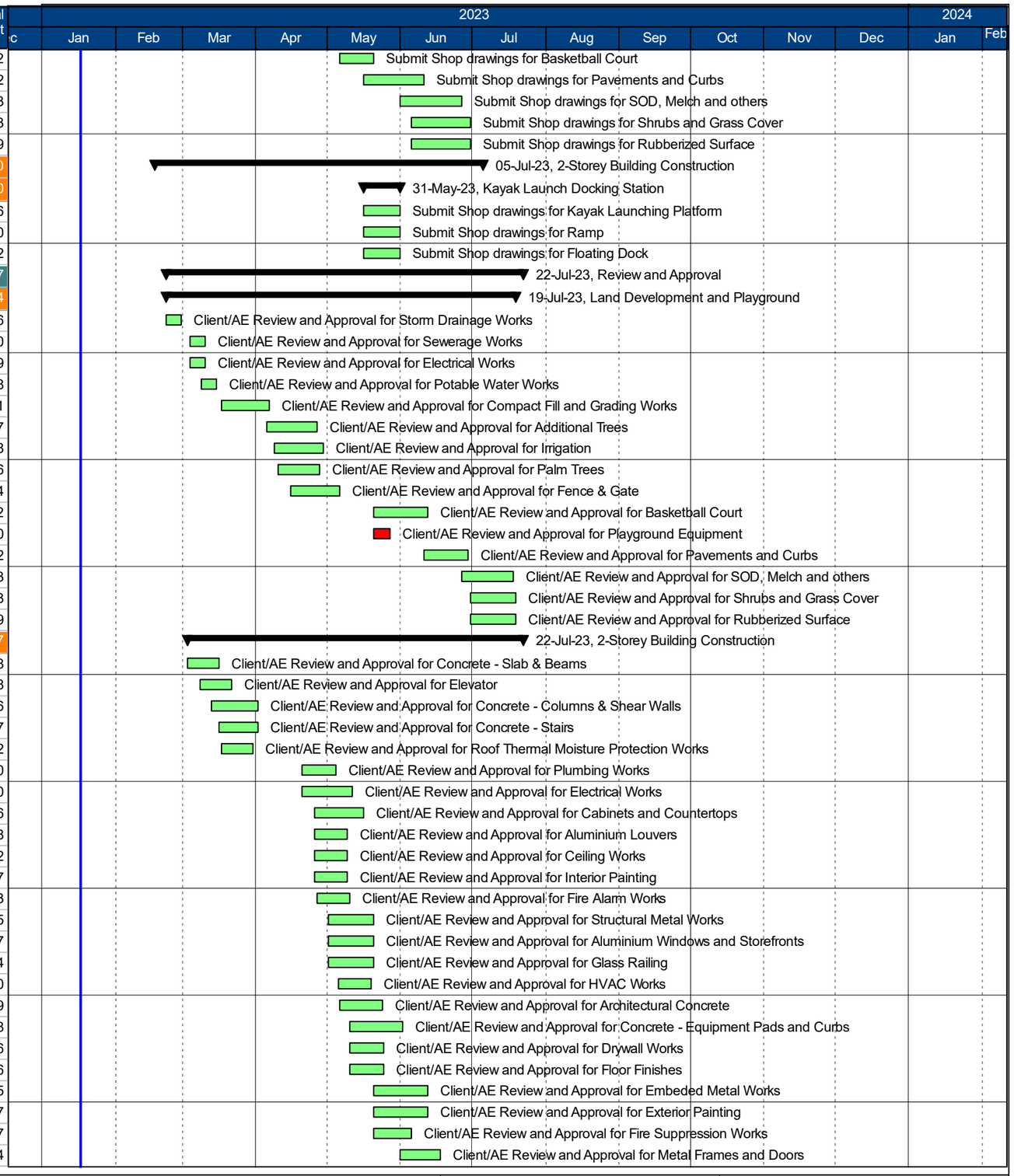


Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Surfside 96th Street Park Baseline Schedule_R5v1

LUNACON®

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL011220	Submit Shop drawings for Basketball Court	12	06-May-23	20-May-23	112
BL011160	Submit Shop drawings for Pavements and Curbs	21	16-May-23	10-Jun-23	32
BL011140	Submit Shop drawings for SOD, Melch and others	21	31-May-23	26-Jun-23	93
BL011130	Submit Shop drawings for Shrubs and Grass Cover	21	05-Jun-23	30-Jun-23	83
BL011170	Submit Shop drawings for Rubberized Surface	21	05-Jun-23	30-Jun-23	59
2-Storey Building Construction		116	17-Feb-23	05-Jul-23	110
Kayak Launch Docking Station		12	16-May-23	31-May-23	40
BL011560	Submit Shop drawings for Kayak Launching Platform	12	16-May-23	31-May-23	16
BL011570	Submit Shop drawings for Ramp	12	16-May-23	31-May-23	40
BL011580	Submit Shop drawings for Floating Dock	12	16-May-23	31-May-23	32
Review and Approval		127	22-Feb-23	22-Jul-23	107
Land Development and Playground		124	22-Feb-23	19-Jul-23	104
BL11720	Client/AE Review and Approval for Storm Drainage Works	6	22-Feb-23	28-Feb-23	46
BL11730	Client/AE Review and Approval for Sewerage Works	6	04-Mar-23	10-Mar-23	50
BL11740	Client/AE Review and Approval for Electrical Works	6	04-Mar-23	10-Mar-23	69
BL11750	Client/AE Review and Approval for Potable Water Works	6	09-Mar-23	15-Mar-23	78
BL11630	Client/AE Review and Approval for Compact Fill and Grading Works	18	17-Mar-23	06-Apr-23	171
BL11650	Client/AE Review and Approval for Additional Trees	18	05-Apr-23	26-Apr-23	67
BL11690	Client/AE Review and Approval for Irrigation	18	08-Apr-23	29-Apr-23	108
BL11660	Client/AE Review and Approval for Palm Trees	15	10-Apr-23	27-Apr-23	66
BL11770	Client/AE Review and Approval for Fence & Gate	18	15-Apr-23	06-May-23	164
BL11760	Client/AE Review and Approval for Basketball Court	18	20-May-23	12-Jun-23	112
BL11640	Client/AE Review and Approval for Playground Equipment	6	20-May-23	27-May-23	0
BL11700	Client/AE Review and Approval for Pavements and Curbs	15	10-Jun-23	29-Jun-23	32
BL11680	Client/AE Review and Approval for SOD, Melch and others	18	26-Jun-23	18-Jul-23	93
BL11670	Client/AE Review and Approval for Shrubs and Grass Cover	15	30-Jun-23	19-Jul-23	83
BL11710	Client/AE Review and Approval for Rubberized Surface	15	30-Jun-23	19-Jul-23	59
2-Storey Building Construction		119	03-Mar-23	22-Jul-23	107
BL11780	Client/AE Review and Approval for Concrete - Slab & Beams	12	03-Mar-23	16-Mar-23	28
BL12040	Client/AE Review and Approval for Elevator	12	08-Mar-23	21-Mar-23	8
BL11790	Client/AE Review and Approval for Concrete - Columns & Shear Wa	18	13-Mar-23	01-Apr-23	16
BL11800	Client/AE Review and Approval for Concrete - Stairs	15	16-Mar-23	01-Apr-23	17
BL11880	Client/AE Review and Approval for Roof Thermal Moisture Protectior	12	17-Mar-23	30-Mar-23	202
BL12060	Client/AE Review and Approval for Plumbing Works	12	20-Apr-23	04-May-23	30
BL12080	Client/AE Review and Approval for Electrical Works	18	20-Apr-23	11-May-23	10
BL11870	Client/AE Review and Approval for Cabinets and Countertops	18	25-Apr-23	16-May-23	146
BL11940	Client/AE Review and Approval for Aluminium Louvers	12	25-Apr-23	09-May-23	138
BL11970	Client/AE Review and Approval for Ceiling Works	12	25-Apr-23	09-May-23	102
BL12000	Client/AE Review and Approval for Interior Painting	12	25-Apr-23	09-May-23	97
BL12090	Client/AE Review and Approval for Fire Alarm Works	12	26-Apr-23	10-May-23	33
BL11840	Client/AE Review and Approval for Structural Metal Works	18	01-May-23	20-May-23	45
BL11920	Client/AE Review and Approval for Aluminium Windows and Storefrc	18	01-May-23	20-May-23	67
BL11930	Client/AE Review and Approval for Glass Railing	18	01-May-23	20-May-23	124
BL12070	Client/AE Review and Approval for HVAC Works	12	05-May-23	19-May-23	10
BL11820	Client/AE Review and Approval for Architectural Concrete	15	06-May-23	24-May-23	89
BL11810	Client/AE Review and Approval for Concrete - Equipment Pads and	18	10-May-23	01-Jun-23	128
BL11960	Client/AE Review and Approval for Drywall Works	12	10-May-23	24-May-23	46
BL11980	Client/AE Review and Approval for Floor Finishes	12	10-May-23	24-May-23	86
BL11850	Client/AE Review and Approval for Embeded Metal Works	18	20-May-23	12-Jun-23	35
BL12010	Client/AE Review and Approval for Exterior Painting	18	20-May-23	12-Jun-23	47
BL12050	Client/AE Review and Approval for Fire Suppression Works	12	20-May-23	05-Jun-23	7
BL11890	Client/AE Review and Approval for Metal Frames and Doors	15	31-May-23	17-Jun-23	74

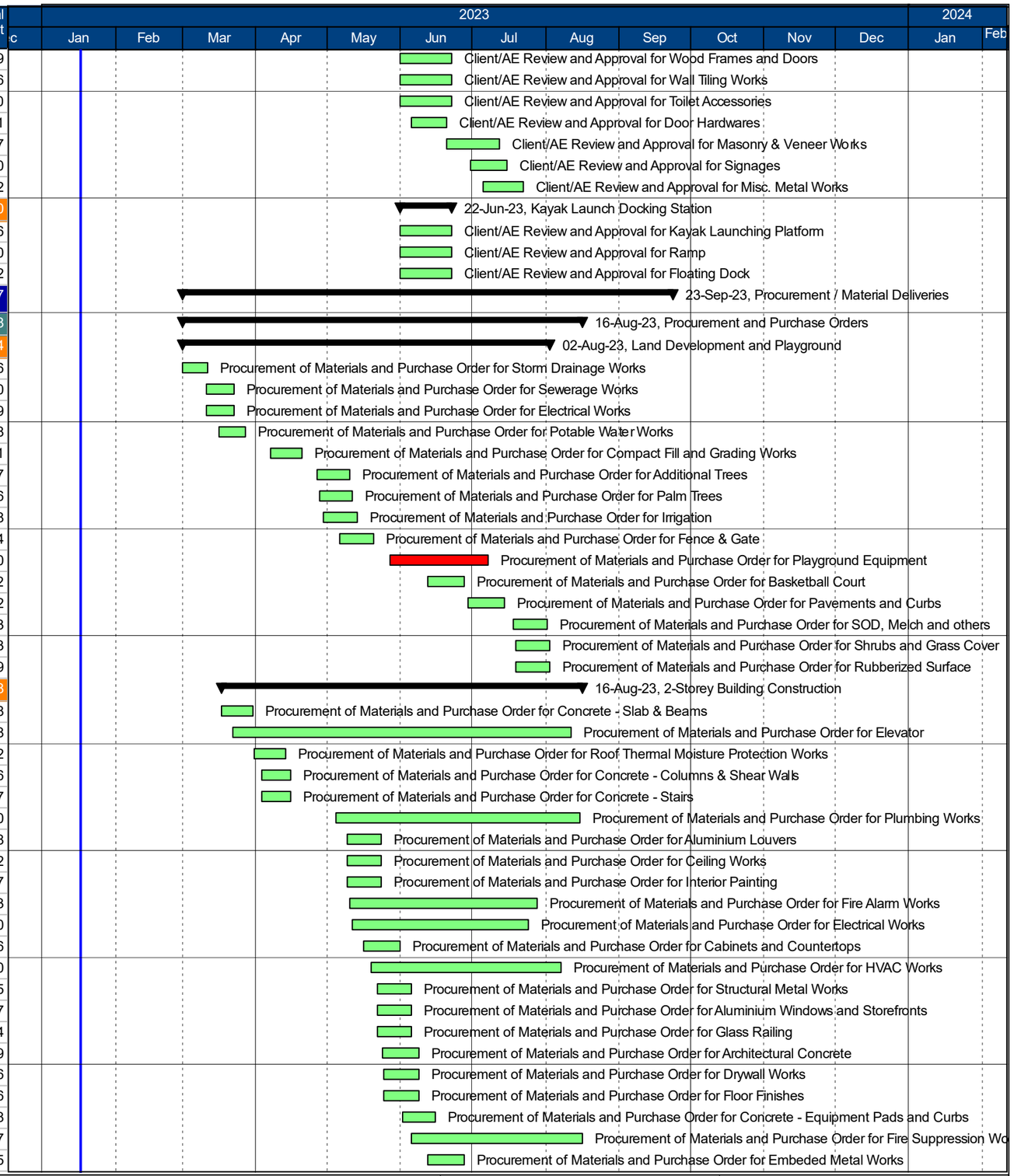


Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Surfside 96th Street Park Baseline Schedule_R5v1

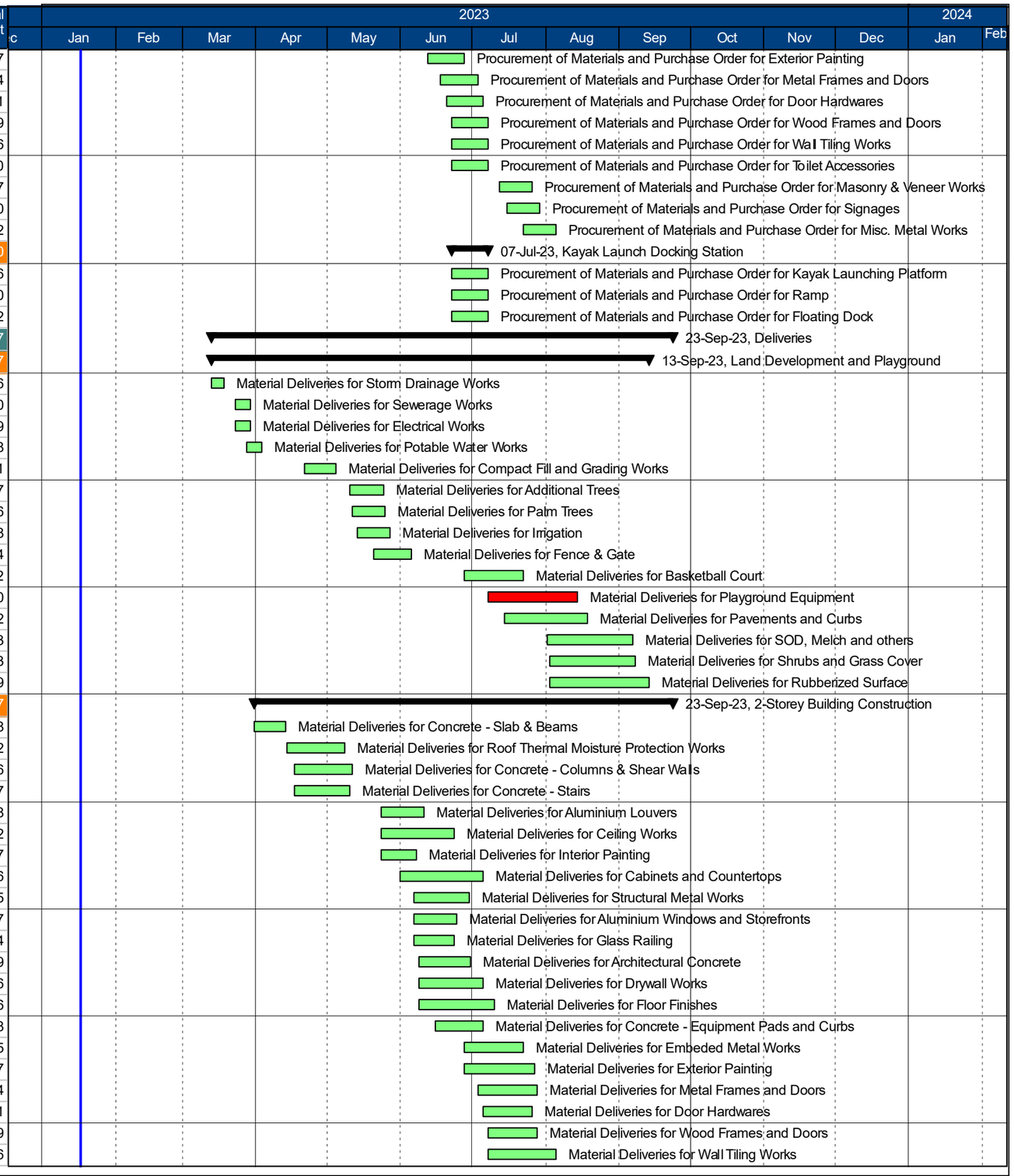
LUNACON®

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL11900	Client/AE Review and Approval for Wood Frames and Doors	18	31-May-23	22-Jun-23	89
BL11990	Client/AE Review and Approval for Wall Tiling Works	18	31-May-23	22-Jun-23	56
BL12030	Client/AE Review and Approval for Toilet Accessories	18	31-May-23	22-Jun-23	110
BL11910	Client/AE Review and Approval for Door Hardwares	12	05-Jun-23	20-Jun-23	131
BL11830	Client/AE Review and Approval for Masonry & Veneer Works	18	20-Jun-23	12-Jul-23	97
BL12020	Client/AE Review and Approval for Signages	12	30-Jun-23	15-Jul-23	90
BL11860	Client/AE Review and Approval for Misc. Metal Works	15	05-Jul-23	22-Jul-23	92
Kayak Launch Docking Station		18	31-May-23	22-Jun-23	40
BL12100	Client/AE Review and Approval for Kayak Launching Platform	18	31-May-23	22-Jun-23	16
BL12110	Client/AE Review and Approval for Ramp	18	31-May-23	22-Jun-23	40
BL12120	Client/AE Review and Approval for Floating Dock	18	31-May-23	22-Jun-23	32
Procurement / Material Deliveries		174	01-Mar-23	23-Sep-23	87
Procurement and Purchase Orders		142	01-Mar-23	16-Aug-23	98
Land Development and Playground		130	01-Mar-23	02-Aug-23	104
BL12260	Procurement of Materials and Purchase Order for Storm Drainage W	10	01-Mar-23	11-Mar-23	46
BL12270	Procurement of Materials and Purchase Order for Sewerage Works	10	11-Mar-23	22-Mar-23	50
BL12280	Procurement of Materials and Purchase Order for Electrical Works	10	11-Mar-23	22-Mar-23	69
BL12290	Procurement of Materials and Purchase Order for Potable Water Wo	10	16-Mar-23	27-Mar-23	78
BL12170	Procurement of Materials and Purchase Order for Compact Fill and (	12	07-Apr-23	20-Apr-23	171
BL12190	Procurement of Materials and Purchase Order for Additional Trees	12	26-Apr-23	10-May-23	67
BL12200	Procurement of Materials and Purchase Order for Palm Trees	12	27-Apr-23	11-May-23	66
BL12230	Procurement of Materials and Purchase Order for Irrigation	12	29-Apr-23	13-May-23	108
BL12310	Procurement of Materials and Purchase Order for Fence & Gate	12	06-May-23	20-May-23	164
BL12180	Procurement of Materials and Purchase Order for Playground Equip	32	27-May-23	07-Jul-23	0
BL12300	Procurement of Materials and Purchase Order for Basketball Court	12	12-Jun-23	27-Jun-23	112
BL12240	Procurement of Materials and Purchase Order for Pavements and C	12	29-Jun-23	14-Jul-23	32
BL12220	Procurement of Materials and Purchase Order for SOD, Melch and (	12	18-Jul-23	01-Aug-23	93
BL12210	Procurement of Materials and Purchase Order for Shrubs and Grass	12	19-Jul-23	02-Aug-23	83
BL12250	Procurement of Materials and Purchase Order for Rubberized Surfac	12	19-Jul-23	02-Aug-23	59
2-Storey Building Construction		128	17-Mar-23	16-Aug-23	98
BL12320	Procurement of Materials and Purchase Order for Concrete - Slab &	12	17-Mar-23	30-Mar-23	28
BL12580	Procurement of Materials and Purchase Order for Elevator	120	22-Mar-23	11-Aug-23	8
BL12420	Procurement of Materials and Purchase Order for Roof Thermal Moi	12	31-Mar-23	13-Apr-23	202
BL12330	Procurement of Materials and Purchase Order for Concrete - Colum	12	03-Apr-23	15-Apr-23	16
BL12340	Procurement of Materials and Purchase Order for Concrete - Stairs	12	03-Apr-23	15-Apr-23	17
BL12600	Procurement of Materials and Purchase Order for Plumbing Works	85	04-May-23	15-Aug-23	30
BL12480	Procurement of Materials and Purchase Order for Aluminium Louver	12	09-May-23	23-May-23	138
BL12510	Procurement of Materials and Purchase Order for Ceiling Works	12	09-May-23	23-May-23	102
BL12540	Procurement of Materials and Purchase Order for Interior Painting	12	09-May-23	23-May-23	97
BL12630	Procurement of Materials and Purchase Order for Fire Alarm Works	65	10-May-23	28-Jul-23	33
BL12620	Procurement of Materials and Purchase Order for Electrical Works	60	11-May-23	24-Jul-23	10
BL12410	Procurement of Materials and Purchase Order for Cabinets and Cou	12	16-May-23	31-May-23	146
BL12610	Procurement of Materials and Purchase Order for HVAC Works	65	19-May-23	07-Aug-23	10
BL12380	Procurement of Materials and Purchase Order for Structural Metal W	12	22-May-23	05-Jun-23	45
BL12460	Procurement of Materials and Purchase Order for Aluminium Windov	12	22-May-23	05-Jun-23	67
BL12470	Procurement of Materials and Purchase Order for Glass Railing	12	22-May-23	05-Jun-23	124
BL12360	Procurement of Materials and Purchase Order for Architectural Conc	12	24-May-23	08-Jun-23	89
BL12500	Procurement of Materials and Purchase Order for Drywall Works	12	24-May-23	08-Jun-23	46
BL12520	Procurement of Materials and Purchase Order for Floor Finishes	12	24-May-23	08-Jun-23	86
BL12350	Procurement of Materials and Purchase Order for Concrete - Equipn	12	01-Jun-23	15-Jun-23	128
BL12590	Procurement of Materials and Purchase Order for Fire Suppression \	60	05-Jun-23	16-Aug-23	7
BL12390	Procurement of Materials and Purchase Order for Embeded Metal W	12	12-Jun-23	27-Jun-23	35



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL12550	Procurement of Materials and Purchase Order for Exterior Painting	12	12-Jun-23	27-Jun-23	47
BL12430	Procurement of Materials and Purchase Order for Metal Frames and	12	17-Jun-23	03-Jul-23	74
BL12450	Procurement of Materials and Purchase Order for Door Hardwares	12	20-Jun-23	05-Jul-23	131
BL12440	Procurement of Materials and Purchase Order for Wood Frames and	12	22-Jun-23	07-Jul-23	89
BL12530	Procurement of Materials and Purchase Order for Wall Tiling Works	12	22-Jun-23	07-Jul-23	56
BL12570	Procurement of Materials and Purchase Order for Toilet Accessories	12	22-Jun-23	07-Jul-23	110
BL12370	Procurement of Materials and Purchase Order for Masonry & Veneer	12	12-Jul-23	26-Jul-23	97
BL12560	Procurement of Materials and Purchase Order for Signages	12	15-Jul-23	29-Jul-23	90
BL12400	Procurement of Materials and Purchase Order for Misc. Metal Works	12	22-Jul-23	05-Aug-23	92
Kayak Launch Docking Station		12	22-Jun-23	07-Jul-23	40
BL12640	Procurement of Materials and Purchase Order for Kayak Launching	12	22-Jun-23	07-Jul-23	16
BL12650	Procurement of Materials and Purchase Order for Ramp	12	22-Jun-23	07-Jul-23	40
BL12660	Procurement of Materials and Purchase Order for Floating Dock	12	22-Jun-23	07-Jul-23	32
Deliveries		164	13-Mar-23	23-Sep-23	87
Land Development and Playground		155	13-Mar-23	13-Sep-23	87
BL12800	Material Deliveries for Storm Drainage Works	6	13-Mar-23	18-Mar-23	46
BL12810	Material Deliveries for Sewerage Works	6	23-Mar-23	29-Mar-23	50
BL12820	Material Deliveries for Electrical Works	6	23-Mar-23	29-Mar-23	69
BL12830	Material Deliveries for Potable Water Works	6	28-Mar-23	03-Apr-23	78
BL12710	Material Deliveries for Compact Fill and Grading Works	12	21-Apr-23	04-May-23	171
BL12730	Material Deliveries for Additional Trees	12	10-May-23	24-May-23	67
BL12740	Material Deliveries for Palm Trees	12	11-May-23	25-May-23	66
BL12770	Material Deliveries for Irrigation	12	13-May-23	27-May-23	108
BL12850	Material Deliveries for Fence & Gate	12	20-May-23	05-Jun-23	164
BL12840	Material Deliveries for Basketball Court	21	27-Jun-23	22-Jul-23	112
BL12720	Material Deliveries for Playground Equipment	32	07-Jul-23	14-Aug-23	0
BL12780	Material Deliveries for Pavements and Curbs	30	14-Jul-23	18-Aug-23	32
BL12760	Material Deliveries for SOD, Melch and others	30	01-Aug-23	06-Sep-23	93
BL12750	Material Deliveries for Shrubs and Grass Cover	30	02-Aug-23	07-Sep-23	83
BL12790	Material Deliveries for Rubberized Surface	35	02-Aug-23	13-Sep-23	59
2-Storey Building Construction		148	31-Mar-23	23-Sep-23	87
BL12860	Material Deliveries for Concrete - Slab & Beams	12	31-Mar-23	13-Apr-23	28
BL12960	Material Deliveries for Roof Thermal Moisture Protection Works	21	14-Apr-23	08-May-23	202
BL12870	Material Deliveries for Concrete - Columns & Shear Walls	22	17-Apr-23	11-May-23	16
BL12880	Material Deliveries for Concrete - Stairs	21	17-Apr-23	10-May-23	17
BL13020	Material Deliveries for Aluminium Louvers	15	23-May-23	10-Jun-23	138
BL13050	Material Deliveries for Ceiling Works	25	23-May-23	23-Jun-23	102
BL13080	Material Deliveries for Interior Painting	12	23-May-23	07-Jun-23	97
BL12950	Material Deliveries for Cabinets and Countertops	28	31-May-23	05-Jul-23	146
BL12920	Material Deliveries for Structural Metal Works	20	06-Jun-23	29-Jun-23	45
BL13000	Material Deliveries for Aluminium Windows and Storefronts	16	06-Jun-23	24-Jun-23	67
BL13010	Material Deliveries for Glass Railing	15	06-Jun-23	23-Jun-23	124
BL12900	Material Deliveries for Architectural Concrete	18	08-Jun-23	30-Jun-23	89
BL13040	Material Deliveries for Drywall Works	21	08-Jun-23	05-Jul-23	46
BL13060	Material Deliveries for Floor Finishes	25	08-Jun-23	10-Jul-23	86
BL12890	Material Deliveries for Concrete - Equipment Pads and Curbs	15	15-Jun-23	05-Jul-23	128
BL12930	Material Deliveries for Embeded Metal Works	21	27-Jun-23	22-Jul-23	35
BL13090	Material Deliveries for Exterior Painting	25	27-Jun-23	27-Jul-23	47
BL12970	Material Deliveries for Metal Frames and Doors	21	03-Jul-23	28-Jul-23	74
BL12990	Material Deliveries for Door Hardwares	18	05-Jul-23	26-Jul-23	131
BL12980	Material Deliveries for Wood Frames and Doors	18	07-Jul-23	28-Jul-23	89
BL13070	Material Deliveries for Wall Tiling Works	25	07-Jul-23	05-Aug-23	56



Remaining Level of Effort
Actual Level of Effort
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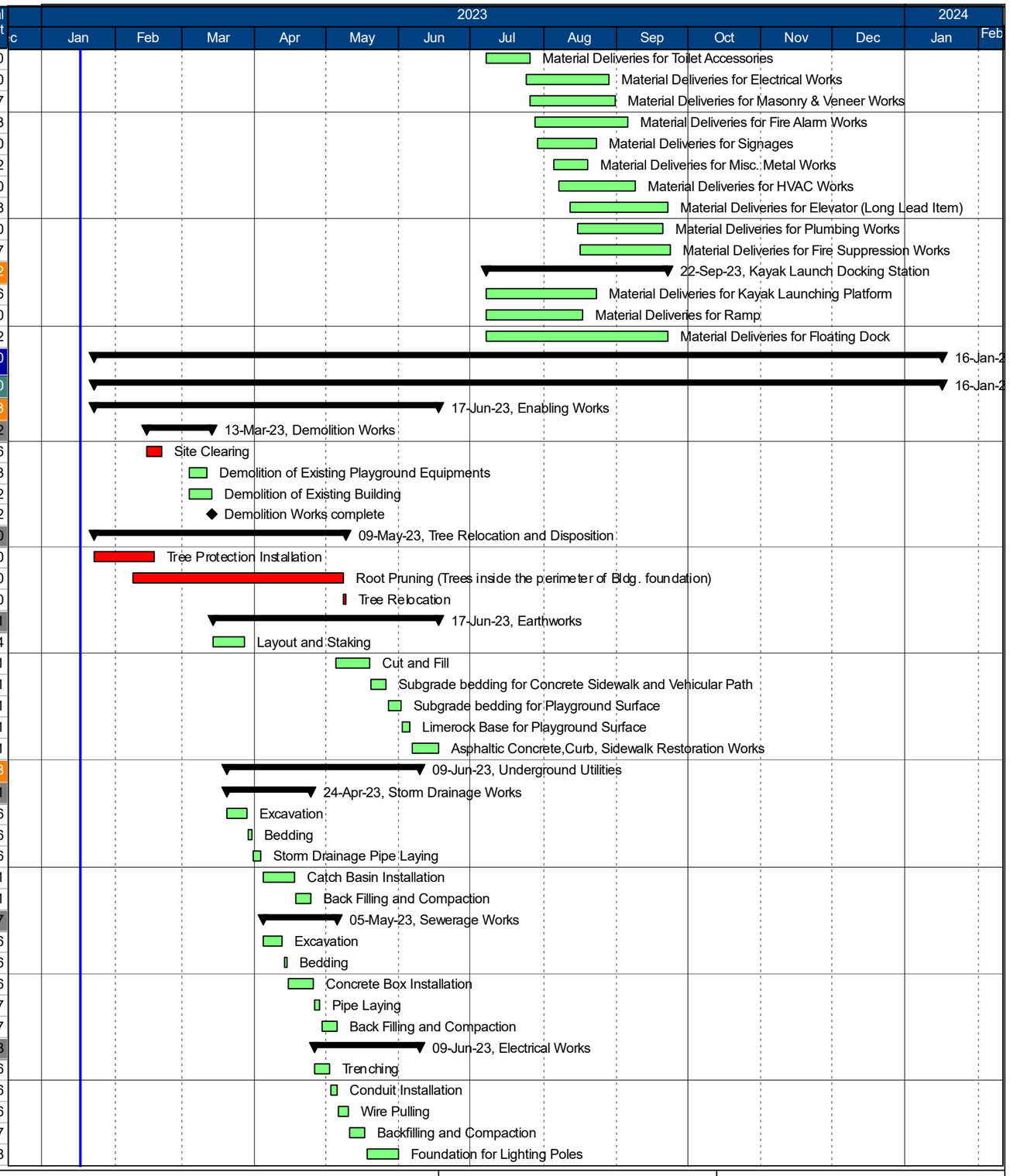
Milestone
Summary

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL13110	Material Deliveries for Toilet Accessories	16	07-Jul-23	26-Jul-23	110
BL13160	Material Deliveries for Electrical Works	30	24-Jul-23	28-Aug-23	10
BL12910	Material Deliveries for Masonry & Veneer Works	31	26-Jul-23	31-Aug-23	97
BL13170	Material Deliveries for Fire Alarm Works	32	28-Jul-23	05-Sep-23	33
BL13100	Material Deliveries for Signages	21	29-Jul-23	23-Aug-23	90
BL12940	Material Deliveries for Misc. Metal Works	12	05-Aug-23	19-Aug-23	92
BL13150	Material Deliveries for HVAC Works	27	07-Aug-23	08-Sep-23	10
BL13120	Material Deliveries for Elevator (Long Lead Item)	35	12-Aug-23	22-Sep-23	8
BL13140	Material Deliveries for Plumbing Works	30	15-Aug-23	20-Sep-23	30
BL13130	Material Deliveries for Fire Suppression Works	32	16-Aug-23	23-Sep-23	7
Kayak Launch Docking Station		65	07-Jul-23	22-Sep-23	32
BL13180	Material Deliveries for Kayak Launching Platform	40	07-Jul-23	23-Aug-23	16
BL13190	Material Deliveries for Ramp	35	07-Jul-23	17-Aug-23	40
BL13200	Material Deliveries for Floating Dock	65	07-Jul-23	22-Sep-23	32
Construction		359	23-Jan-23	16-Jan-24	0
Land development and Playground		359	23-Jan-23	16-Jan-24	0
Enabling Works		146	23-Jan-23	17-Jun-23	213
Demolition Works		24	14-Feb-23	13-Mar-23	42
BL13210	Site Clearing	6	14-Feb-23	20-Feb-23	46
BL13220	Demolition of Existing Playground Equipments	7	04-Mar-23	11-Mar-23	43
BL13230	Demolition of Existing Building	8	04-Mar-23	13-Mar-23	42
BL13240	Demolition Works complete	0		13-Mar-23	42
Tree Relocation and Disposition		107	23-Jan-23	09-May-23	0
BL13250	Tree Protection Installation	23	23-Jan-23	17-Feb-23	0
BL13260	Root Pruning (Trees inside the perimeter of Bldg. foundation)	90	08-Feb-23	08-May-23	0
BL13270	Tree Relocation	1	08-May-23	09-May-23	0
Earthworks		82	14-Mar-23	17-Jun-23	171
BL14730	Layout and Staking	12	14-Mar-23	27-Mar-23	204
BL14740	Cut and Fill	13	05-May-23	19-May-23	171
BL14750	Subgrade bedding for Concrete Sidewalk and Vehicular Path	6	20-May-23	26-May-23	171
BL14760	Subgrade bedding for Playground Surface	4	27-May-23	01-Jun-23	171
BL14770	Limerock Base for Playground Surface	3	02-Jun-23	05-Jun-23	171
BL14780	Asphaltic Concrete,Curb, Sidewalk Restoration Works	11	06-Jun-23	17-Jun-23	171
Underground Utilities		70	20-Mar-23	09-Jun-23	178
Storm Drainage Works		31	20-Mar-23	24-Apr-23	51
BL13290	Excavation	8	20-Mar-23	28-Mar-23	46
BL13300	Bedding	2	29-Mar-23	30-Mar-23	46
BL13310	Storm Drainage Pipe Laying	3	31-Mar-23	03-Apr-23	46
BL13320	Catch Basin Installation	12	04-Apr-23	17-Apr-23	51
BL13330	Back Filling and Compaction	6	18-Apr-23	24-Apr-23	51
Sewerage Works		28	04-Apr-23	05-May-23	107
BL13340	Excavation	8	04-Apr-23	12-Apr-23	46
BL13350	Bedding	2	13-Apr-23	14-Apr-23	46
BL13360	Concrete Box Installation	9	15-Apr-23	25-Apr-23	46
BL13370	Pipe Laying	3	26-Apr-23	28-Apr-23	107
BL13380	Back Filling and Compaction	6	29-Apr-23	05-May-23	107
Electrical Works		38	26-Apr-23	09-Jun-23	178
BL13390	Trenching	6	26-Apr-23	02-May-23	46
BL13410	Conduit Installation	3	03-May-23	05-May-23	46
BL13420	Wire Pulling	4	06-May-23	10-May-23	46
BL13430	Backfilling and Compaction	6	11-May-23	17-May-23	97
BL13440	Foundation for Lighting Poles	11	18-May-23	31-May-23	178



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL13500	Ligth Poles Installation	8	01-Jun-23	09-Jun-23	178
Potable Water Works		25	11-May-23	09-Jun-23	178
BL13450	Trenching	5	11-May-23	16-May-23	46
BL13460	Water Line Installation	4	17-May-23	20-May-23	46
BL13470	Valves and fittings Installation	9	22-May-23	01-Jun-23	46
BL13480	Backfilling and Compaction	6	02-Jun-23	08-Jun-23	46
BL13490	Meters Installation	1	09-Jun-23	09-Jun-23	178
Landscaping and Irrigation Works		179	09-Jun-23	16-Jan-24	0
Softscaping Works		179	09-Jun-23	16-Jan-24	0
BL13510	Ground Levelling	9	09-Jun-23	20-Jun-23	46
BL13520	Additional Trees and Palms Installation	6	14-Aug-23	21-Aug-23	0
BL13530	Grass and Shrubs Installation	9	19-Dec-23	30-Dec-23	0
BL13540	Sand Dunes / Cordgrass Installation	10	30-Dec-23	12-Jan-24	0
BL13550	Mulch and Jute Mesh Installations	6	30-Dec-23	08-Jan-24	0
BL13560	Root Barriers and Aluminium Edges Installation	6	08-Jan-24	16-Jan-24	0
Hardscaping Works		97	21-Aug-23	19-Dec-23	12
Multi Purpose Field / Rubberized Surface		97	21-Aug-23	19-Dec-23	0
BL13570	Concrete Sidewalk - ROW	13	21-Aug-23	06-Sep-23	0
BL13580	Concrete Sidewalk - Vehicular Crossing	11	06-Sep-23	19-Sep-23	0
BL13590	Concrete w/ Shell Aggregate - Park Path	6	19-Sep-23	26-Sep-23	0
BL13600	Coquina Installation - Plaza and Kayak Path	6	26-Sep-23	03-Oct-23	61
BL13630	Concrete Kerb Installation	8	26-Sep-23	05-Oct-23	0
BL13610	Rubberized Surface Installation - Playground	7	27-Nov-23	05-Dec-23	0
BL13620	Wood Fiber Flooring at Exercise Equipments Installation	12	05-Dec-23	19-Dec-23	0
Basketball Court		22	21-Aug-23	16-Sep-23	87
BL13640	Ground Leveling	2	21-Aug-23	23-Aug-23	87
BL13650	Concrete Flooring Installation	6	23-Aug-23	30-Aug-23	87
BL13660	Basketball Goals and Painting Works	3	30-Aug-23	02-Sep-23	87
BL13670	Sports Netting Installation	2	30-Aug-23	01-Sep-23	90
BL13680	Water Mister Installation	1	02-Sep-23	05-Sep-23	87
BL13700	Lightning Detection Installation	2	02-Sep-23	06-Sep-23	87
BL13690	Drinking Fountain Installation	1	05-Sep-23	06-Sep-23	87
BL13710	Metal Picket Fence and Gates Installation	9	06-Sep-23	16-Sep-23	87
Irrigation Works		24	05-Oct-23	03-Nov-23	56
BL13720	Irrigation Line Layout	2	05-Oct-23	07-Oct-23	0
BL13730	Waterway and Pipe laying	3	07-Oct-23	12-Oct-23	0
BL13740	Sprinkler Heads Installation	3	20-Oct-23	24-Oct-23	39
BL13750	Device and Controls Installation	6	24-Oct-23	31-Oct-23	56
BL13760	Line Connection to Watersupply and ELVs	3	31-Oct-23	03-Nov-23	56
Park Equipments and Site Furnitures Installation		35	12-Oct-23	27-Nov-23	0
BL13770	Benches and Chairs Installation	4	12-Oct-23	17-Oct-23	0
BL13780	Tables Installation	3	17-Oct-23	20-Oct-23	0
BL13790	Bike Rack Installation	4	20-Oct-23	25-Oct-23	0
BL13800	Trash and Recycle Receptacle Installation	2	20-Oct-23	23-Oct-23	0
BL13810	Berliners Installation	14	23-Oct-23	08-Nov-23	0
BL13820	Playground Equipment Installation	12	08-Nov-23	27-Nov-23	0
BL13830	Fitness and Exercise Equipments Installation	6	08-Nov-23	16-Nov-23	6
Community Building		202	14-Apr-23	15-Dec-23	24
Foundation		172	14-Apr-23	06-Nov-23	54
BL13840	Layout and Staking	7	14-Apr-23	21-Apr-23	15
BL13850	Pile Driving	4	09-May-23	13-May-23	0
BL13855	Excavation and Pile Cap Installation	8	13-May-23	23-May-23	0

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Surfside 96th Street Park Baseline Schedule_R5v1

LUNACON®

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL13856	Compaction	3	23-May-23	26-May-23	0
BL13860	Formworks Installation for Slab on Grade	8	05-Oct-23	16-Oct-23	54
BL13870	Rebar Installation for Slab on Grade	10	16-Oct-23	27-Oct-23	54
BL13880	Cast-in-place for Slab on Grade	2	27-Oct-23	30-Oct-23	54
BL13890	Waterproofing/Bitumen Protection Application	3	02-Nov-23	06-Nov-23	54
Structure		101	26-May-23	26-Sep-23	0
BL13905	Scaffolding, Shoring and other preparatory works for Columns	3	26-May-23	31-May-23	0
BL13910	Rebar Installation for Columns, Stairs and Shearwalls (GF to 2nd Le	8	31-May-23	09-Jun-23	0
BL13920	Formworks Installation for Columns, Stairs and Shearwalls (GF to 2n	8	09-Jun-23	20-Jun-23	0
BL13930	Scaffolding and Shoring for 2nd Floor Slab	2	20-Jun-23	22-Jun-23	0
BL13940	Formworks Installation for Beam and Slab (2nd Level)	8	22-Jun-23	01-Jul-23	0
BL13950	Rebar Installation for Beam and Slab (2nd Level)	7	01-Jul-23	11-Jul-23	0
BL13960	Monolithic Cast-in-place for Columns at Ground and Slab at 2nd Lev	1	11-Jul-23	12-Jul-23	0
BL13965	Scaffolding, Shoring and other preparatory works for Columns	2	20-Jul-23	22-Jul-23	0
BL13970	Rebar Installation for Columns, Stairs and Shearwalls (2nd Level to	8	22-Jul-23	01-Aug-23	0
BL13980	Formworks Installation for Columns, Stairs and Shearwalls (2nd Leve	7	01-Aug-23	09-Aug-23	0
BL13962	Start Shoring Removal for Ground Level	0	05-Aug-23		16
BL13985	Scaffolding and Shoring for Roof Slab	2	09-Aug-23	11-Aug-23	0
BL15260	Formworks Installation for Beam and Slab (Roof)	7	11-Aug-23	19-Aug-23	0
BL15270	Rebar Installation for Beam and Slab (Roof)	8	19-Aug-23	29-Aug-23	0
BL15275	Structural Metal Installation for Weight Bearing	7	22-Aug-23	30-Aug-23	0
BL15280	Monolithic Cast-in-place for Columns at 2nd Level and Slab at Roof	1	30-Aug-23	31-Aug-23	0
BL15285	Start Shoring Removal for 2nd Level	0	26-Sep-23		0
Interior Works		104	09-Aug-23	15-Dec-23	24
Ground Level		104	09-Aug-23	15-Dec-23	24
Substrate		25	28-Aug-23	27-Sep-23	0
BL14020	CMU Wall Installation	16	28-Aug-23	16-Sep-23	0
BL14025	Drywall Partition Framing Installation	14	05-Sep-23	21-Sep-23	0
BL14030	Gypsumboard Installation	11	11-Sep-23	23-Sep-23	0
BL14050	Touching up and Patching	3	23-Sep-23	27-Sep-23	0
MEPF Works		68	28-Aug-23	18-Nov-23	12
HVAC		59	08-Sep-23	18-Nov-23	7
BL14060	Supports and Brackets Installation	10	08-Sep-23	20-Sep-23	10
BL14070	Ducting Works Installation	12	13-Sep-23	27-Sep-23	17
BL14080	Vents and Devices Installation	6	11-Nov-23	18-Nov-23	7
Plumbing and Sanitary		49	20-Sep-23	18-Nov-23	12
BL14090	Supports and Brackets Installation (Rough-ins)	11	20-Sep-23	03-Oct-23	30
BL14100	Pipe Installation	8	26-Sep-23	05-Oct-23	30
BL14110	Final Fix Installation	6	11-Nov-23	18-Nov-23	12
Fire Suppression		24	23-Sep-23	23-Oct-23	30
BL14120	Supports and Brackets Installation	10	23-Sep-23	05-Oct-23	7
BL14130	Pipe Installation	12	28-Sep-23	13-Oct-23	9
BL14140	Sprinkler head and Fire Extinguishers Installation	8	13-Oct-23	23-Oct-23	30
Electrical		51	28-Aug-23	28-Oct-23	25
BL14150	Supports and Brackets Installation (Rough-ins)	14	28-Aug-23	14-Sep-23	10
BL14160	Duct and Trays Installation	14	14-Sep-23	30-Sep-23	29
BL14170	Cable Laying and Wire Pulling	13	30-Sep-23	17-Oct-23	29
BL14210	Outlets, Lighting and other Devices Installation	6	21-Oct-23	28-Oct-23	25
Fire Alarm		22	05-Oct-23	01-Nov-23	20
BL14180	Supports and Brackets Installation	8	05-Oct-23	16-Oct-23	7
BL14190	Wiring Installation	8	16-Oct-23	25-Oct-23	20
BL14200	Smoke detectors and Device controls Installation	6	25-Oct-23	01-Nov-23	20

Remaining Level of Effort
Actual Level of Effort
Actual Work
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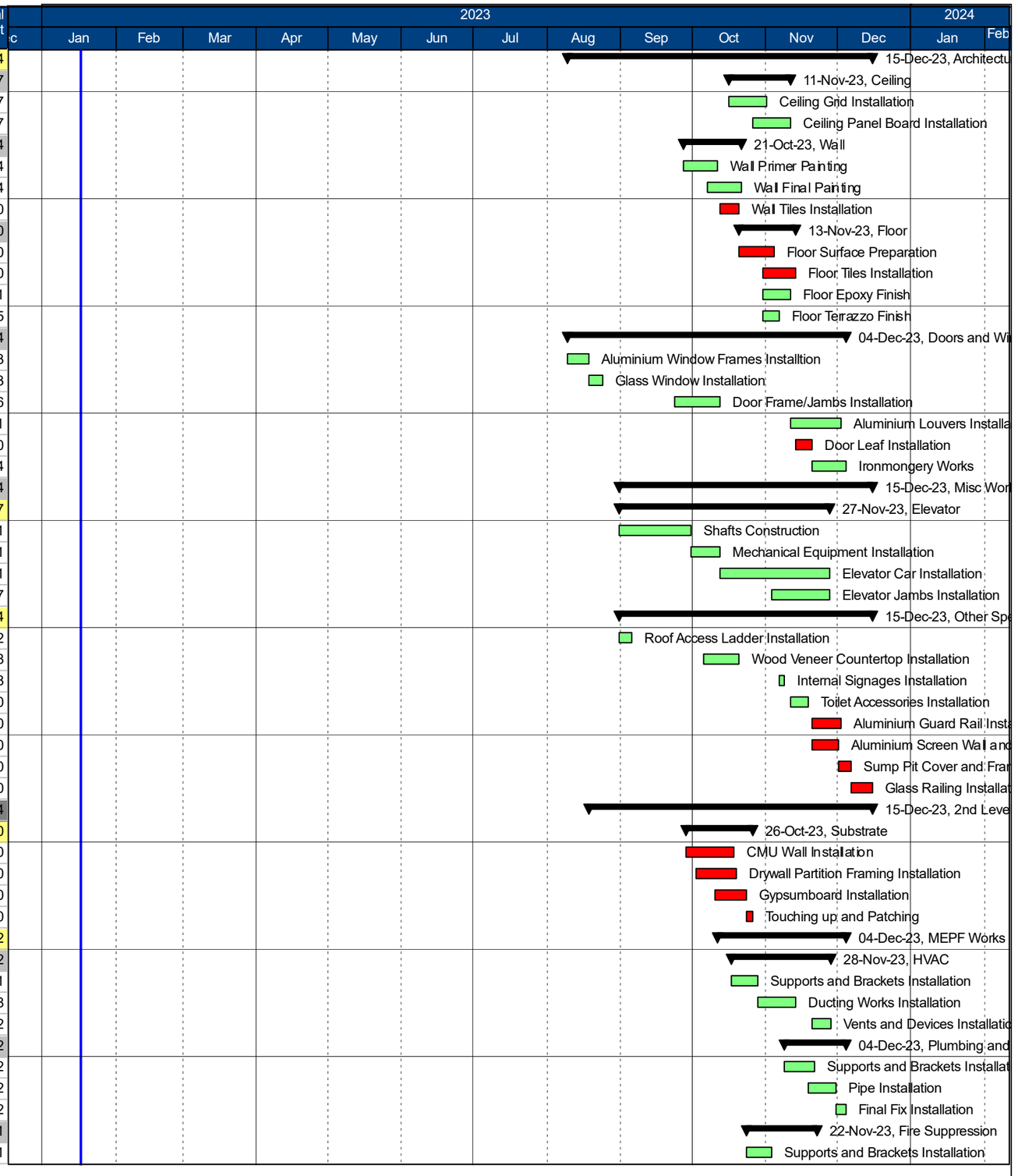
Milestone
Summary

Surfside 96th Street Park Baseline Schedule_R5v1

LUNACON

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Architectural Finishes		104	09-Aug-23	15-Dec-23	24
Ceiling		22	16-Oct-23	11-Nov-23	7
BL14040	Ceiling Grid Installation	14	16-Oct-23	01-Nov-23	7
BL14220	Ceiling Panel Board Installation	13	26-Oct-23	11-Nov-23	7
Wall		20	27-Sep-23	21-Oct-23	4
BL14230	Wall Primer Painting	11	27-Sep-23	11-Oct-23	4
BL14240	Wall Final Painting	11	07-Oct-23	21-Oct-23	4
BL14250	Wall Tiles Installation	7	12-Oct-23	20-Oct-23	0
Floor		19	20-Oct-23	13-Nov-23	0
BL14260	Floor Surface Preparation	13	20-Oct-23	04-Nov-23	0
BL14270	Floor Tiles Installation	11	30-Oct-23	13-Nov-23	0
BL14280	Floor Epoxy Finish	10	30-Oct-23	11-Nov-23	1
BL14290	Floor Terrazzo Finish	6	30-Oct-23	06-Nov-23	5
Doors and Windows		94	09-Aug-23	04-Dec-23	34
BL15240	Aluminium Window Frames Installtion	8	09-Aug-23	18-Aug-23	3
BL15250	Glass Window Installation	5	18-Aug-23	24-Aug-23	3
BL14300	Door Frame/Jambs Installation	15	23-Sep-23	12-Oct-23	26
BL15310	Aluminium Louvers Installation	15	11-Nov-23	02-Dec-23	11
BL14310	Door Leaf Installation	6	13-Nov-23	20-Nov-23	0
BL14320	Ironmongery Works	9	20-Nov-23	04-Dec-23	34
Misc Works		85	31-Aug-23	15-Dec-23	24
Elevator		69	31-Aug-23	27-Nov-23	17
BL14330	Shafts Construction	25	31-Aug-23	30-Sep-23	1
BL14340	Mechanical Equipment Installation	9	30-Sep-23	12-Oct-23	1
BL14350	Elevator Car Installation	35	12-Oct-23	27-Nov-23	1
BL14360	Elevator Jambs Installation	16	03-Nov-23	27-Nov-23	17
Other Specialties		85	31-Aug-23	15-Dec-23	24
BL14370	Roof Access Ladder Installation	3	31-Aug-23	05-Sep-23	82
BL14410	Wood Veneer Countertop Installation	12	05-Oct-23	20-Oct-23	68
BL14430	Internal Signages Installation	2	06-Nov-23	08-Nov-23	28
BL14440	Toilet Accessories Installation	6	11-Nov-23	18-Nov-23	20
BL14380	Aluminium Guard Rail Installation	8	20-Nov-23	02-Dec-23	0
BL14390	Aluminium Screen Wall and Gate	7	20-Nov-23	01-Dec-23	0
BL14400	Sump Pit Cover and Frame Installation	4	01-Dec-23	06-Dec-23	0
BL14420	Glass Railing Installation	8	06-Dec-23	15-Dec-23	0
2nd Level		96	18-Aug-23	15-Dec-23	24
Substrate		23	28-Sep-23	26-Oct-23	0
BL14790	CMU Wall Installation	16	28-Sep-23	18-Oct-23	0
BL14795	Drywall Partition Framing Installation	14	02-Oct-23	19-Oct-23	0
BL14800	Gypsumboard Installation	11	10-Oct-23	23-Oct-23	0
BL14820	Touching up and Patching	3	23-Oct-23	26-Oct-23	0
MEPF Works		42	11-Oct-23	04-Dec-23	2
HVAC		32	17-Oct-23	28-Nov-23	2
BL14830	Supports and Brackets Installation	10	17-Oct-23	28-Oct-23	1
BL14840	Ducting Works Installation	12	28-Oct-23	13-Nov-23	8
BL14850	Vents and Devices Installation	4	20-Nov-23	28-Nov-23	2
Plumbing and Sanitary		18	08-Nov-23	04-Dec-23	2
BL14860	Supports and Brackets Installation	10	08-Nov-23	21-Nov-23	2
BL14870	Pipe Installation	7	18-Nov-23	30-Nov-23	2
BL14880	Final Fix Installation	3	30-Nov-23	04-Dec-23	2
Fire Suppression		25	23-Oct-23	22-Nov-23	1
BL14890	Supports and Brackets Installation	10	23-Oct-23	03-Nov-23	1

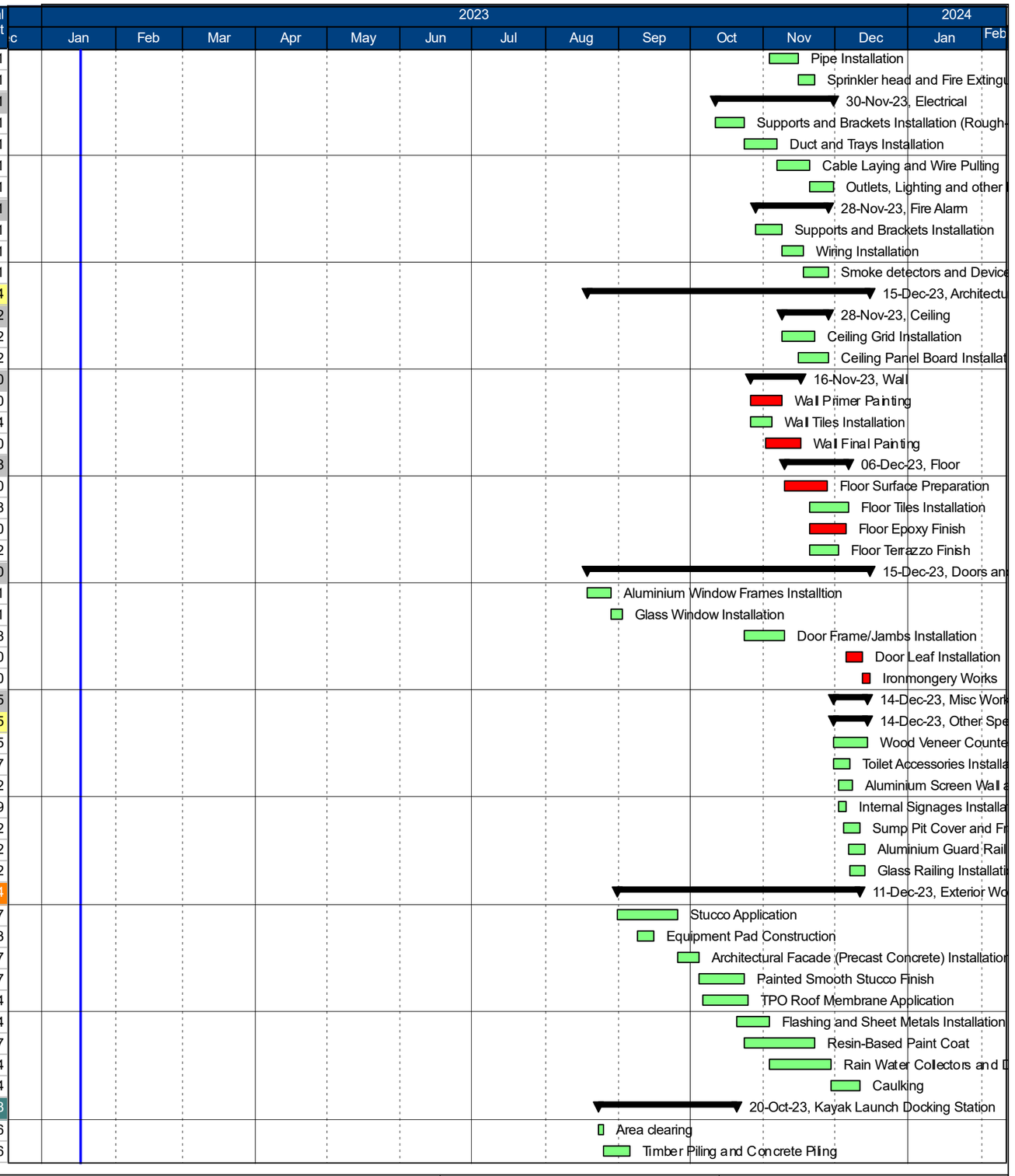


Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Surfside 96th Street Park Baseline Schedule_R5v1

LUNACON®

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL14900	Pipe Installation	9	03-Nov-23	15-Nov-23	1
BL14910	Sprinkler head and Fire Extinguishers Installation	6	15-Nov-23	22-Nov-23	1
Electrical		39	11-Oct-23	30-Nov-23	1
BL14920	Supports and Brackets Installation (Rough-ins)	10	11-Oct-23	23-Oct-23	1
BL14930	Duct and Trays Installation	12	23-Oct-23	06-Nov-23	1
BL14940	Cable Laying and Wire Pulling	11	06-Nov-23	20-Nov-23	1
BL14980	Outlets, Lighting and other Devices Installation	6	20-Nov-23	30-Nov-23	1
Fire Alarm		22	28-Oct-23	28-Nov-23	1
BL14950	Supports and Brackets Installation	9	28-Oct-23	08-Nov-23	1
BL14960	Wiring Installation	7	08-Nov-23	17-Nov-23	1
BL14970	Smoke detectors and Device controls Installation	6	17-Nov-23	28-Nov-23	1
Architectural Finishes		96	18-Aug-23	15-Dec-23	24
Ceiling		13	08-Nov-23	28-Nov-23	2
BL14810	Ceiling Grid Installation	11	08-Nov-23	22-Nov-23	2
BL14990	Ceiling Panel Board Installation	8	15-Nov-23	28-Nov-23	2
Wall		17	26-Oct-23	16-Nov-23	0
BL15000	Wall Primer Painting	11	26-Oct-23	08-Nov-23	0
BL15020	Wall Tiles Installation	8	26-Oct-23	04-Nov-23	4
BL15010	Wall Final Painting	12	01-Nov-23	16-Nov-23	0
Floor		19	09-Nov-23	06-Dec-23	8
BL15030	Floor Surface Preparation	11	09-Nov-23	27-Nov-23	0
BL15040	Floor Tiles Installation	11	20-Nov-23	06-Dec-23	8
BL15050	Floor Epoxy Finish	10	20-Nov-23	05-Dec-23	0
BL15060	Floor Terrazzo Finish	8	20-Nov-23	02-Dec-23	2
Doors and Windows		96	18-Aug-23	15-Dec-23	0
BL15220	Aluminium Window Frames Installtion	8	18-Aug-23	28-Aug-23	21
BL15230	Glass Window Installation	5	28-Aug-23	02-Sep-23	21
BL15070	Door Frame/Jambs Installation	15	23-Oct-23	09-Nov-23	18
BL15080	Door Leaf Installation	6	05-Dec-23	12-Dec-23	0
BL15090	Ironmongery Works	3	12-Dec-23	15-Dec-23	0
Misc Works		12	30-Nov-23	14-Dec-23	25
Other Specialties		12	30-Nov-23	14-Dec-23	25
BL15180	Wood Veneer Countertop Installation	12	30-Nov-23	14-Dec-23	25
BL15210	Toilet Accessories Installation	6	30-Nov-23	07-Dec-23	7
BL15160	Aluminium Screen Wall and Gate	5	02-Dec-23	08-Dec-23	2
BL15200	Internal Signages Installation	2	02-Dec-23	05-Dec-23	9
BL15170	Sump Pit Cover and Frame Installation	6	04-Dec-23	11-Dec-23	2
BL15150	Aluminium Guard Rail Installation	6	06-Dec-23	13-Dec-23	2
BL15190	Glass Railing Installation	5	07-Dec-23	13-Dec-23	2
Exterior Works		81	31-Aug-23	11-Dec-23	4
BL14460	Stucco Application	20	31-Aug-23	25-Sep-23	17
BL15300	Equipment Pad Construction	6	08-Sep-23	15-Sep-23	73
BL15290	Architectural Facade (Precast Concrete) Installation	8	25-Sep-23	04-Oct-23	17
BL14470	Painted Smooth Stucco Finish	15	04-Oct-23	23-Oct-23	17
BL14490	TPO Roof Membrane Application	15	06-Oct-23	25-Oct-23	4
BL14500	Flashing and Sheet Metals Installation	12	20-Oct-23	03-Nov-23	4
BL14480	Resin-Based Paint Coat	25	23-Oct-23	22-Nov-23	17
BL14510	Rain Water Collectors and Downspouts Installation	18	03-Nov-23	29-Nov-23	4
BL14520	Caulking	10	29-Nov-23	11-Dec-23	4
Kayak Launch Docking Station		48	23-Aug-23	20-Oct-23	68
BL14530	Area clearing	2	23-Aug-23	25-Aug-23	16
BL14540	Timber Piling and Concrete Piling	8	25-Aug-23	05-Sep-23	16



Remaining Level of Effort
Actual Level of Effort
Actual Work
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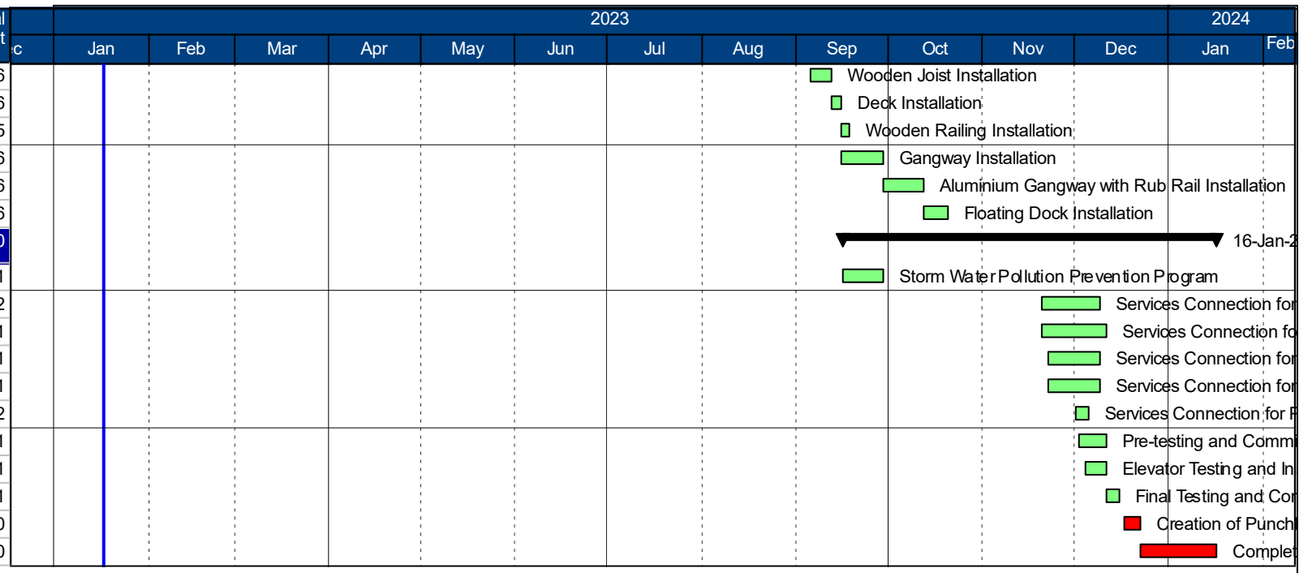
Critical Remaining Work
Milestone
Summary

Surfside 96th Street Park Baseline Schedule_R5v1

LUNACON®

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
BL14550	Wooden Joist Installation	6	05-Sep-23	12-Sep-23	16
BL14560	Deck Installation	3	12-Sep-23	15-Sep-23	16
BL14570	Wooden Railing Installation	2	15-Sep-23	18-Sep-23	95
BL14580	Gangway Installation	12	15-Sep-23	29-Sep-23	16
BL14590	Aluminium Gangway with Rub Rail Installation	10	29-Sep-23	12-Oct-23	16
BL14600	Floating Dock Installation	7	12-Oct-23	20-Oct-23	16
Testing/Commissioning and Punchout		123	16-Sep-23	16-Jan-24	0
BL14645	Storm Water Pollution Prevention Program	12	16-Sep-23	29-Sep-23	51
BL14620	Services Connection for HVAC Works	14	20-Nov-23	09-Dec-23	2
BL14650	Services Connection for Fire Alarm Works	15	20-Nov-23	11-Dec-23	1
BL14610	Services Connection for Electrical Works	12	22-Nov-23	09-Dec-23	1
BL14640	Services Connection for Fire Suppression Works	12	22-Nov-23	09-Dec-23	1
BL14630	Services Connection for Plumbing and Sanitary Works	3	01-Dec-23	05-Dec-23	2
BL14660	Pre-testing and Commissioning	7	02-Dec-23	11-Dec-23	1
BL14615	Elevator Testing and Inspection	6	04-Dec-23	11-Dec-23	1
BL14670	Final Testing and Commissioning	4	11-Dec-23	15-Dec-23	1
BL14680	Creation of Punchlist	5	17-Dec-23	22-Dec-23	0
BL14690	Completion of Punchlist Rectifications	25	22-Dec-23	16-Jan-24	0



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
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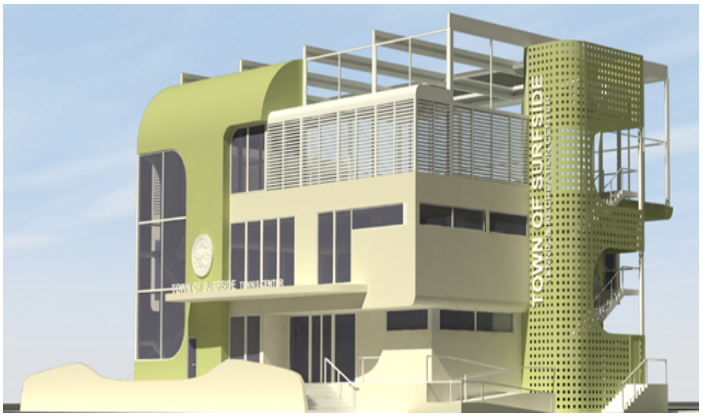
Milestone
Summary

Tennis and Recreation Center Project

Picture



Current Project Phase

Design and Engineering

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record*	The Corradino Group
Architect of Record*	William Lane Architect

Funding

Total Budgeted	$2,045,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	November 2022 Commission Meeting

* - Additional funding will be required at a later date.

Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

Project Timeline	Phase Start	Phase End
Design Team Procurement	*September 2022*	*November 2022*
Design and Engineering (est.)	*December 2022*	*December 2023*
Construction Procurement (est.)	*October 2023*	*February 2024*
Construction (est.)	*March 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 Director	Public Works Randy Stokes
Engineer of Record	The Corradino Group
Architect of Record	N/A
Project Management	The Corradino Group

Funding

Total Budgeted	$204,500
Budget Approval Date	FY22 Budget Amd. No. 7
Commission Authorization to Expend Date	July 12 2022

Scope

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study.

Project Timeline	Phase Start	Phase End
Traffic Data Collection	*September 2022*	*November 2022*
Traffic Operation Analysis	*December 2022*	*January 2023*
Traffic Calming Analysis	*December 2022*	*October 2023*
Safety Review	*December 2022*	*October 2023*
Traffic Calming Improvement Plan	*March 2023*	*November 2023*
Community Outreach Meeting	*October 2023*	*November 2023*

Project Update

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.

Project Detail Sheet

91st Street - "Surfside Boulevard" Beautification Project

Picture

Current Project Phase

Design Buyout

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.

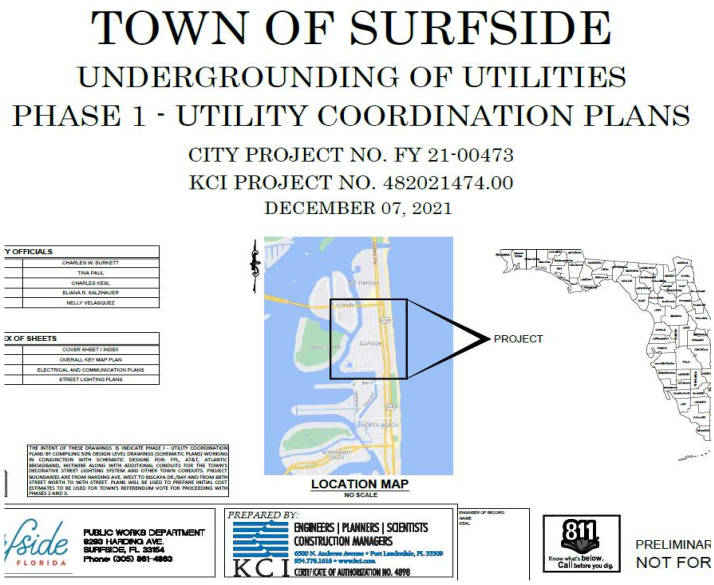
Project Timeline	Phase Start	Phase End
Procuring of Engineering (est.)	*December 2022*	*January 2023*
Plan and Study	*February 2023*	*October 2023*
Engineering & Design (est.)	*October 2023*	*November 2023*
Permitting (est.)	*November 2023*	*Janaury 2024*
Grant Agreement and Funding	*December 2022*	*February 2024*

Project Update

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 will also seek additional scope of services proposal from Kimley Horn.

Town-Wide Utilities Undergrounding Project

Picture



Current Project Phase

Engineering and Design Phase

Project Contact Information

Department	Public Works
Director	Randy Stokes
Engineer of Record	KCI Technologies
Architect of Record	N/A
Project Management	HPF Associates

Funding

*Total Budgeted**	$37,178,512
*Budget Approval Date***	Varies
Commission Authorization to Expend Date	Various agreements have been approved to date

** - Budget figure is based on Surfside Executive Summary estimate*

*** - Various agreements have been approved to date.*

Scope

The project consists of the undergrounding all current above ground utilities throughout Town. These utilities include electrical mains, feeders, communications and residential drop connections. The project debt issuance was approved through voter referendum during the 2022 General Elections. The Town has executed various agreements with different providers in order to perform the design phase of the project. 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	Phase Start	Phase End
Design Phase (Phase II)	*May 2022*	*September 2023*
Procurement (est.)	*May 2023*	*December 2023*
Construction Phase I (est.)	*April 2024*	*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 are placed as 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																													
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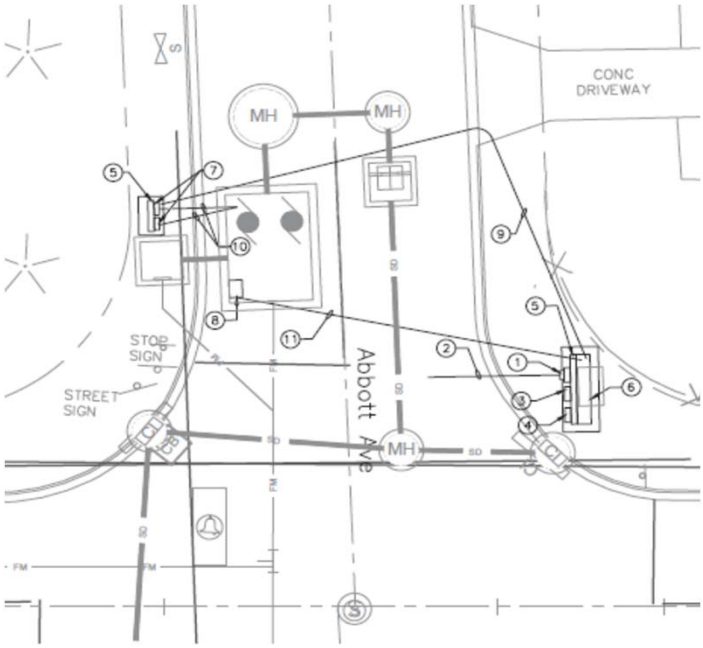
19																													
20																													

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

*Total Budgeted**	$3,850,000 September
Budget Approval Date	28, 2022
Commission Authorization to Expend Date	TBD - Administration will seek authorization to expend upon awarding work to contractor

** - Construction and CEI budget*

Scope

The project is currently in its design and permitting phase. The construction will entail the addition of two new pump stations with respective force main in order to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

Project Timeline	Phase Start	Phase End
Engineering and Design	*March 2022*	*December 2022*
Permitting	*August 2022*	*January 2023*
Procurement (est.)	*March 2023*	*June 2023*
NTP for Construction (est.)	*July 2023*	*NA*
Construction (est.)	*July 2023*	*May 2024*

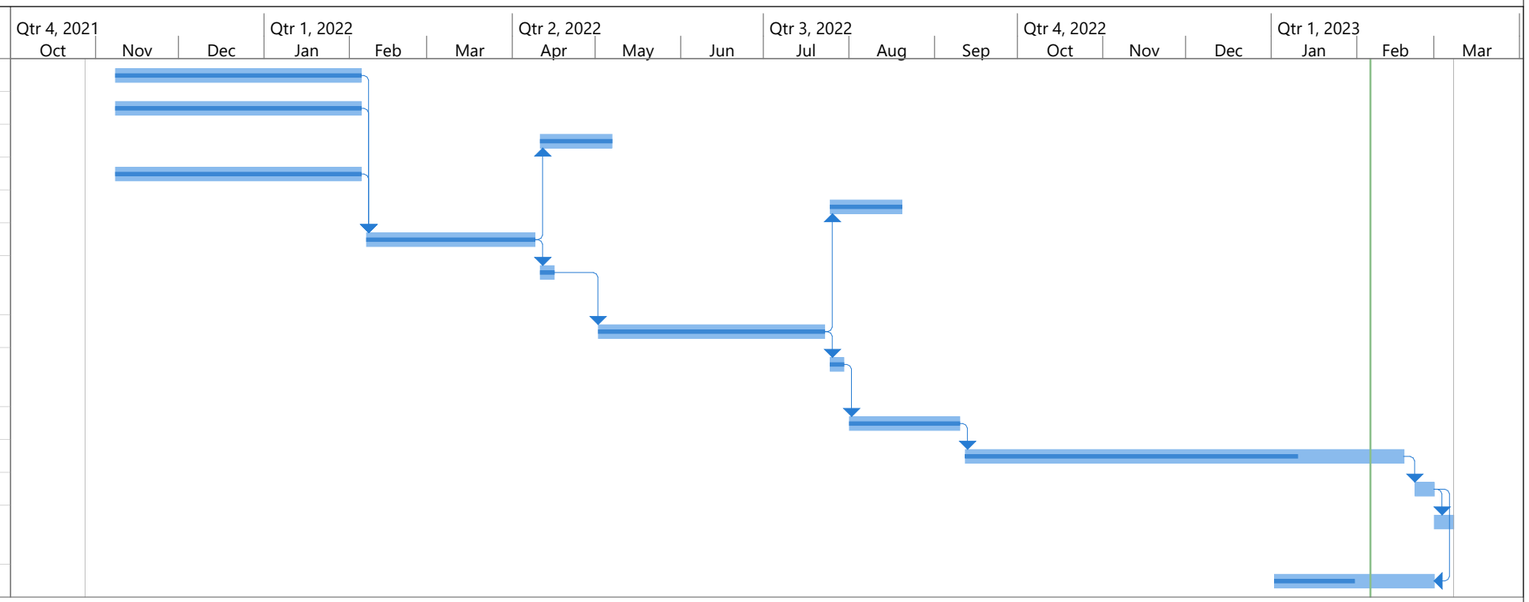
Project Update

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.

KEITH

11494.01 - Abbott Avenue Stormwater Drainage Phase 2
Mon 2/6/23

ID	Task Name	Duration	Start	Finish
1	Topographic Survey	65 days	Mon 11/8/21	Fri 2/4/22
2	Horizontal Designation Services	65 days	Mon 11/8/21	Fri 2/4/22
3	Location Services	20 days	Mon 4/11/22	Fri 5/6/22
4	Utility Mapping	65 days	Mon 11/8/21	Fri 2/4/22
5	Geotechnical Exploration and Report	20 days	Mon 7/25/22	Fri 8/19/22
6	Preliminary Engineering (30%)	45 days	Mon 2/7/22	Fri 4/8/22
7	Town Review of Preliminary Engineering Documents	5 days	Mon 4/11/22	Fri 4/15/22
8	60% Construction Documents	60 days	Mon 5/2/22	Fri 7/22/22
9	Town Review of 60% Engineering Documents	5 days	Mon 7/25/22	Fri 7/29/22
10	90% Construction Documents	30 days	Mon 8/1/22	Fri 9/9/22
11	Engineering Permitting	115 days	Mon 9/12/22	Fri 2/17/23
12	100% Construction Documents	5 days	Wed 2/22/23	Tue 2/28/23
13	Town 100% Construction Documents Review	5 days	Wed 3/1/23	Tue 3/7/23
14	Bidding Services	42 days	Mon 1/2/23	Tue 2/28/23



Project: 11494.01 - Abbott Ave
Date: Mon 2/6/23

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

\\keith-fs01\11\11494.01 - Abbott Avenue Stormwater Drainage Design Phase II – Town of Surfside\Engineering\Design Calculations & Reports\Schedule\2023-02-06 Bid Submittal Revised Schedule\11494.01 Project Schedule 2023-02-06.mpp

Town Drainage Improvement and Flood Hazard Mitigation Plan

Picture

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

Total Budgeted	$255,000
Budget Approval Date	September 23, 2021
Commission Authorization to Expend Date	June 14, 2022 Commission Meeting

Scope

The stormwater master plan, which is partially grant funded, will create a comprehensive Town infrastructure planning document geared towards understanding Town localized flooding issues and provide a project bank of projects for the Town to implement as part of the Capital Improvement Plan.

Project Timeline	Phase Start	Phase End
Data Collection and Analysis	*July 2022*	*November 2022*
Stormwater Model	*November 2022*	*February 2023*
Adaptation Strategy	*March 2023*	*May 2023*
Master Plan	*May 2023*	*August 2023*

Project Update

Refer to engineer schedule provided for deliverables.

PROJECT SCHEDULE (7/27/2022)

Town of Surfside Stormwater Master Plan

Kimley»Horn

| | | 2022 | | |

Collins Avenue Water Main Design and Permitting

Picture

Current Project Phase

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

Total Budgeted	$340,206
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	August 9, 2022

Scope

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

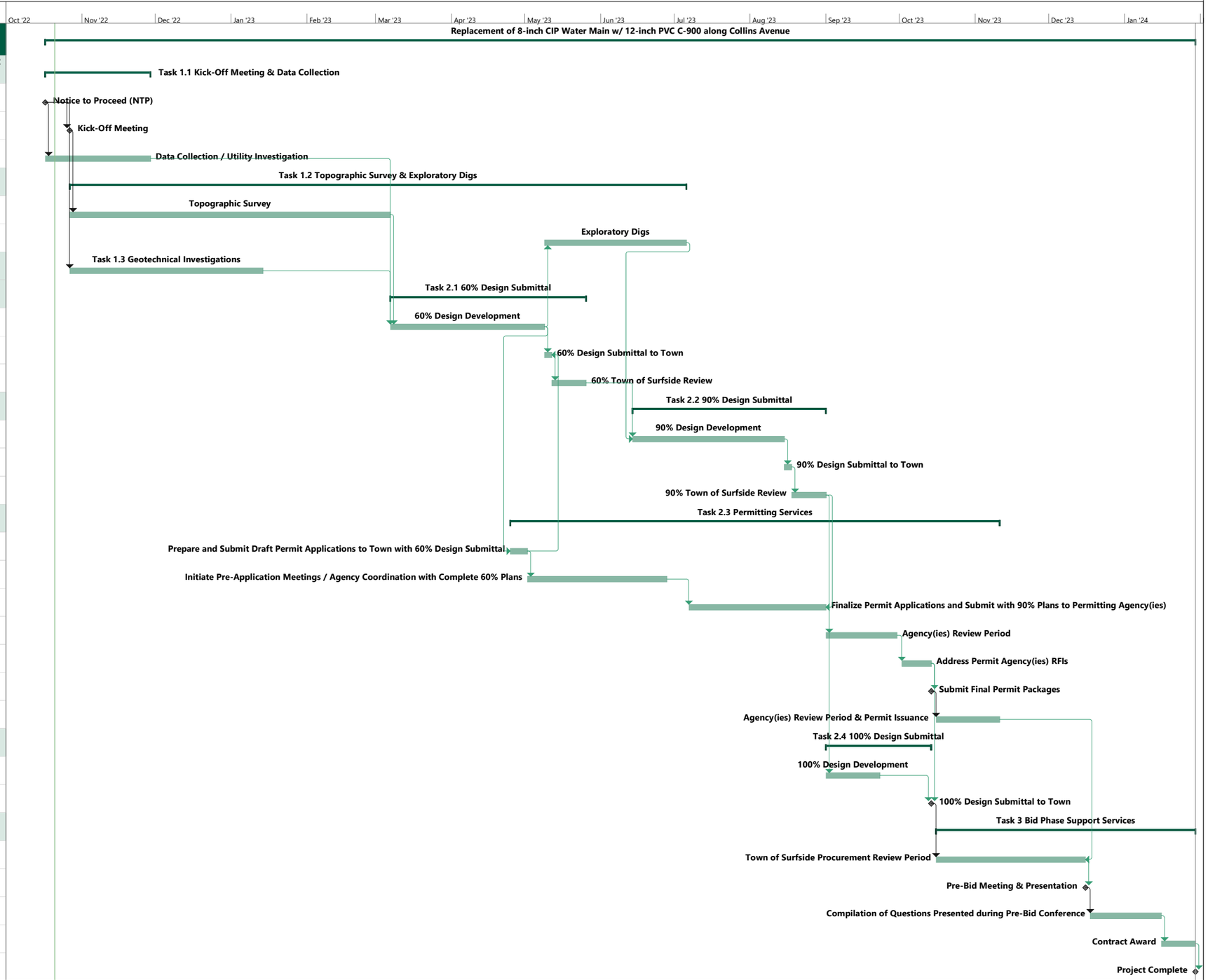
Project Timeline	Phase Start	Phase End
Survey and Geotechnical	*November 2022*	*July 2023*
60% Design	*March 2023*	*May 2023*
90% Design	*June 2023*	*September 2023*
Permitting	*April 2023*	*November 2023*
Procurement Phase (est.)	*TBD*	*TBD*
Constuction (est) - TBD	*TBD*	*TBD*

Project Update

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

Task ID	Task Name	Duration (Business Days)	Start	Finish
1	**Replacement of 8-inch CIP Water Main w/ 12-inch PVC C-900 along Collins Avenue**	**329 days**	**Mon 10/17/22**	**Mon 1/29/24**
2	**Task 1.1 Kick-Off Meeting & Data Collection**	**30 days**	**Mon 10/17/22**	**Mon 11/28/22**
3	Notice to Proceed (NTP)	0 days	Mon 10/17/22	Mon 10/17/22
4	Kick-Off Meeting	0 days	Thu 10/27/22	Thu 10/27/22
5	Data Collection / Utility Investigation	30 days	Mon 10/17/22	Mon 11/28/22
6	**Task 1.2 Topographic Survey & Exploratory Digs**	**175 days**	**Thu 10/27/22**	**Wed 7/5/23**
7	Topographic Survey	90 days	Thu 10/27/22	Mon 3/6/23
8	Exploratory Digs	40 days	Tue 5/9/23	Wed 7/5/23
9	**Task 1.3 Geotechnical Investigations**	**55 days**	**Thu 10/27/22**	**Fri 1/13/23**
10	**Task 2.1 60% Design Submittal**	**58 days**	**Tue 3/7/23**	**Thu 5/25/23**
11	60% Design Development	45 days	Tue 3/7/23	Mon 5/8/23
12	60% Design Submittal to Town	3 days	Tue 5/9/23	Thu 5/11/23
13	60% Town of Surfside Review	10 days	Fri 5/12/23	Thu 5/25/23
14	**Task 2.2 90% Design Submittal**	**56 days**	**Wed 6/14/23**	**Thu 8/31/23**
15	90% Design Development	43 days	Wed 6/14/23	Mon 8/14/23
16	90% Design Submittal to Town	3 days	Tue 8/15/23	Thu 8/17/23
17	90% Town of Surfside Review	10 days	Fri 8/18/23	Thu 8/31/23
18	**Task 2.3 Permitting Services**	**141 days**	**Tue 4/25/23**	**Fri 11/10/23**
19	Prepare and Submit Draft Permit Applications to Town with 60% Design Submittal	5 days	Tue 4/25/23	Mon 5/1/23
20	Initiate Pre-Application Meetings / Agency Coordination with Complete 60% Plans	40 days	Tue 5/2/23	Tue 6/27/23
21	Finalize Permit Applications and Submit with 90% Plans to Permitting Agency(ies)	40 days	Fri 7/7/23	Thu 8/31/23
22	Agency(ies) Review Period	20 days	Fri 9/1/23	Fri 9/29/23
23	Address Permit Agency(ies) RFIs	10 days	Mon 10/2/23	Fri 10/13/23
24	Submit Final Permit Packages	0 days	Fri 10/13/23	Fri 10/13/23
25	Agency(ies) Review Period & Permit Issuance	20 days	Mon 10/16/23	Fri 11/10/23
26	**Task 2.4 100% Design Submittal**	**30 days**	**Fri 9/1/23**	**Fri 10/13/23**
27	100% Design Development	15 days	Fri 9/1/23	Fri 9/22/23
28	100% Design Submittal to Town	0 days	Fri 10/13/23	Fri 10/13/23
29	**Task 3 Bid Phase Support Services**	**75 days**	**Mon 10/16/23**	**Mon 1/29/24**
30	Town of Surfside Procurement Review Period	45 days	Mon 10/16/23	Fri 12/15/23
31	Pre-Bid Meeting & Presentation	0 days	Fri 12/15/23	Fri 12/15/23
32	Compilation of Questions Presented during Pre-Bid Conference	20 days	Mon 12/18/23	Mon 1/15/24
33	Contract Award	10 days	Tue 1/16/24	Mon 1/29/24
34	Project Complete	0 days	Mon 1/29/24	Mon 1/29/24



Project: Replacement of 8-inch CIP w/ 12-inch PVC C-900 along Collins Avenue
Date: Fri 10/21/22

Task | Split | Milestone | Summary

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.

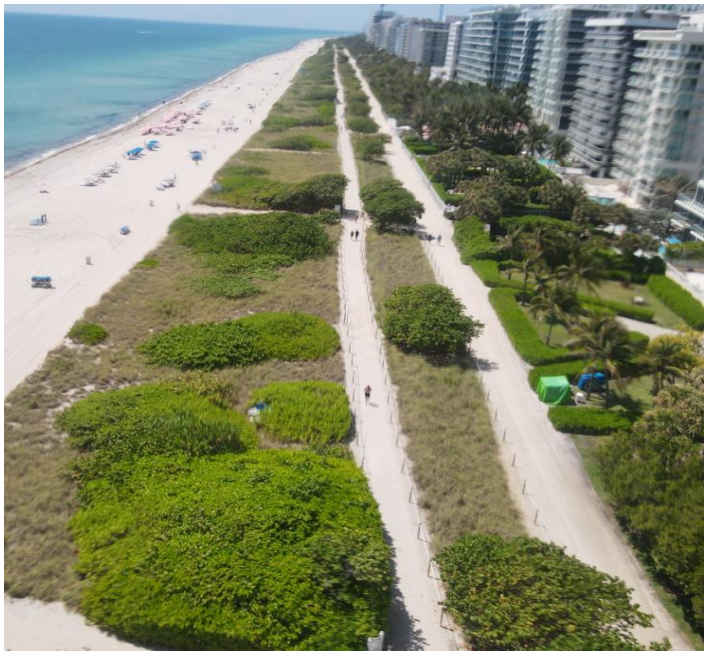
Project Timeline	Phase Start	Phase End
Procurement	*April 2023*	*June 2023*
Notice to Proceed and Kick off (est.)	*July 2023*	*July 2023*
Construction/Replacement (est.)	*August 2023*	*October 2023*

Project Update

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 engaged one of the pool engineering firms (Kimley Horn) to develop a scope of services for this task which was approved by Town Commission at its March 2023 Commission meeting. 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.

Dune Resiliency and Beautification Project Schedule									
Task	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Task 1 - Kickoff Meeting									
Task 2 - Topographic Survey									
Task 3 - Construction Plans									
60% Plan preparation									
Final Plan preparation									
Task 4 - Permit Coordination									
Project Coordination									

Project Detail Sheet

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

Total Budgeted	$250,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	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	Phase Start	Phase End
Procurement	*October 2022*	*November 2022*
Notice to Proceed & Kick off	*November 2022*	*November 2022*
Construction	*December 2022*	*February 2023*
Submittal to DERM-RER	*March 2023*	*March 2023*

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. Currently, 48 of 49 manholes have been rehabilitated. The final manhole which is located at 8900 Harding Avenue will be completed in April. The remaining 15 will be handled in-house by Public Works.

Manhole Rehabilitation
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	*Procurement of Engineering firm*																												
2	*Notice to Proceed & Kick off meeting*																												
3	*Construction (Manhole rehabilitation)*																												
4	*Submittal to DERM-RER*																												
5																													
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Notes:

- *Projected*
- *Completed*

MEMORANDUM

ITEM NO. 7B.

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

From: Lilian Arango, Town Attorney

Date: April 18, 2023

Subject: **Town Attorney's Report**

Town Attorney Report.DOCX

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: **April 11, 2023**

SUBJECT: **Office of the Town Attorney Report for April 18, 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:

March 8, 2023 – Charter Review Board Meeting

March 13, 2023 – Tourist Board Meeting

March 14, 2023 – Special Town Commission Meeting

March 14, 2023 – Regular Town Commission Meeting

March 21, 2023 – Town Commission Workshop

March 22, 2022 – Charter Review Board Meeting

March 30, 2023 – Planning and Zoning Board Meeting
April 3, 2023 – Tourist Board Meeting

April 4, 2023 – Special Town Commission 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; Town Manager recruitment process; 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-Permitees Named in the National Pollutant Discharge Elimination System Permit No.Fls000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - "Definitions" to Amend the Definition of "Story" and to Create A Definition of "Nonhabitable Understory;" Creating a New Section 90-49.5. – "Nonhabitable Understory" to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town's Transit Services Funding
- Resolution Adopting the Town's Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O'Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside's Farmer's Market
- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code "Prohibited Noises" relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code "Marine Structures" to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
- Ordinance Amending Section 90-47 of the Town Code "Yards, Generally Allowable Projections" to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South

Collapse, and Declaring June 24th "Surfside Champlain Towers South Remembrance Day"

- Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities
- Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03
- Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
- Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
- Ordinance Amending Section 90-2 "Definitions" to Revise the Definition for "Lot Coverage" and Section 90-49 "Lot Standards" to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
- Ordinance Amending Section 54-78(15) "Prohibited Noises," and Section 66-7 "Disposal of Grass Cuttings and Hedge Trimmings" to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours
- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, "Landscape Requirements" of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
- Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
- Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
- Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
- Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
- Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
- Resolution Approving Budget Amendment No. 7 for FY 2022 Budget
- Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
- Resolution Approval and Piggyback Agreement for Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to Miami-Dade County RFP No. 01488
- Resolution Approving Employee Health Benefits Contract Renewal for FY 2023

- Resolution Approving Budget Amendment No. 8 for FY 2022
- Beach Furniture Ordinance
- Resolution Adopting a Proposed Millage Rate of 4.2000 Mills for the Fiscal Year 2023, Greater than the Rolled Back Rate of 3.7102 Mills Computed Pursuant to State Law by 13.20%
- Resolution Adopting a Tentative Budget for the Fiscal Year Commencing October 1, 2022 and Ending September 30, 2023
- Resolution Approving and Adopting Multi-Year Water and Sewer Rates and Service Charges Effective October 1, 2022 for Fiscal Years 2023 to 2026
- Resolution Supporting the Designation and Renaming of State Road A1A/Collins Avenue Between 87th Terrace and 88th Street as "98 Points Of Light Way" to Honor and In Remembrance of the Victims of the Champlain Towers South Building Collapse
- Resolution Approving an Agreement with SimpleView, LLC for Website Consulting, Development, and Hosting Services for the Redesign and Relaunch of the Town's "Visit Surfside" Visitor Website
- Resolution Supporting the Town's Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project; Confirming the Town's Ability to Fund and Support the Permitting, Design, Construction, and Monitoring of the Town's Dune Restoration Project
- Resolution Approving and Supporting the Submission of Grant Applications for Town's Priority Projects Between October 1, 2022, and September 30, 2023, Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by the Town Commission
- Resolution Approving an Agreement With Beach Raker, LLC for Beach Cleaning and Maintenance Services in an Amount not to Exceed $171,000 Annually Utilizing the Terms and Conditions of Village of Key Biscayne Contract No.2021-11-29
- Agreement with Beach Raker LLC for Beach Cleaning and Maintenance Services
- Resolution Approving Budget Amendment No. 9 for the Fiscal Year 2022 Budget
- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste; Reimposing Solid Waste Service Assessments Against Assessed Residential Property for The Fiscal Year Beginning October 1, 2022
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-67 – "Emergency Power Generators" to Permit the Installation of Emergency Power Generators on the Rooftop of Residential Structures in the H30A and H30B Zoning Districts
- Resolution Providing for Ratification of the Collective Bargaining Agreement between AFSCME Florida Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO and the Town of Surfside in effect from October 1, 2022 through September 30, 2025
- Resolution Adopting the Final Millage Rate For the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Adopting A Final Budget for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023

- Resolution Establishing A Sister City Relationship with the Region Of Shomron, Israel to Promote Educational, Informational, Cultural and Economic Exchanges
- Resolution Approving A Utility Work By Highway Contractor Agreement with the State of Florida Department Of Transportation (FDOT) for Utility Valve Adjustments to Town-Owned Utility Facilities on State Road A1A in Connection with FDOT Project No. 443899
- Resolution Approving and Authorizing Expenditure of Funds to AT&T for Quotation Development and Engineering Preparation Charges required in connection with Preparation of Special Construction Estimates for the Utilities Undergrounding Project
- Resolution Approving Budget Amendment No. 1 for FY 2023 Budget
- Resolution Approving an Agreement with Atlantic Pipe Services, LLC For Pipe and Manhole Lining, Renewal, And Rehabilitation Services Utilizing the Terms and Conditions of the St. Johns County, Florida, Contract No. 21-Mcc-Atl-13188
- Resolution Approving an Agreement with GM Sports Tennis, LLC for the Town's Youth Tennis Program
- Resolution Approving an Agreement with Alves Sports Group LLC for the Town's Youth Soccer Program
- Resolution Approving the Purchase of Printing and Mailing Services for the Town Gazette
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Approving and Authorizing the Purchase of Four (4) 2022 Ford F-150 Vehicles from Walker Ford Co Inc. for the Town's Public Works and Parks and Recreation Departments
- Resolution Approving and Authorizing the Purchase of Stormwater Pump Repair Services from the Florida Department of Transportation (FDOT) Approved Vendor Xylem Water Solutions USA, Inc.
- Resolution Approving the Appointment of Richard Gendler LLC as the Special Master for the Town and the Code Compliance Department
- Resolution Approving a Donation to the Pelican Harbor Seabird Station in Support and Sponsorship of Their Program
- Resolution Approving State Legislative Priorities for 2023
- Ordinance Amending Section 90-15 of Zoning Code to Modify Membership Qualification Requirements for Planning & Zoning Board
- Resolution Approving the Purchase of Portable Radios and Related Services from Motorola Solutions, Inc. for the Town's Police Department
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed $40,000 to Engage Marlin Engineering for a Zoning Code and Design Guidelines Update
- Resolution Approving the Purchase of a Schwarze Industries Street Sweeper Model A4 Storm from Tampa Crane & Body Acquisition, LLC using Sourcewell Contract No. 093021-SWZ

- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Ford Police Interceptor Utility Vehicles, Together With (I) Emergency Lighting Equipment, (Ii) Graphics, (Iii) Radio Equipment, and (Iv) Radio Programming for Each Police Vehicle
- Resolution Approving and Accepting a Grant Award Agreement with the State of Florida Department of State, Division of Arts and Culture, for the Champlain Towers South Memorial
- Resolution Approving and Accepting a Matching Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Surfside Abbott Avenue Stormwater Improvements Project
- Resolution Approving the Purchase of Phase 2 Services From Kofile Technologies, Inc. for Preservation, Archival, and Digitization of Historical Town Documents
- Resolution Approving an Agreement with Beachside Events LLC for Third Thursdays Event Series Production Services
- Resolution Approving an Agreement with Beachside Events LLC for Music of the Beach Event Series Production Services
- Resolution Approving and Authorizing the Town Manager to enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for Purchase and Installation of New Playground Equipment and Related Surfacing and Outdoor Fitness Equipment for Hawthorne Tot Lot Park
- Resolution Approving a Project Agreement with The Corradino Group, Inc. to Provide Building Design and Permitting Services for the Surfside Tennis Center Reconstruction Project
- Resolution Approving and Authorizing the Town Manager to Enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for the Purchase and Installation of Outdoor Fitness Equipment at Town Beach Ends
- Resolution Approving an Agreement with Beach Time Max, LLC for Beach Furniture Service Operations at the Community Center
- Resolution Approving the Purchase and Expenditure of Turtle-Friendly Solar Powered Bollards from First Light Technologies LTD for Hardpack
- Resolution Selecting and Awarding a Contract for Construction to Lunacon Engineering Group, Corp. for Construction of 96th Street Park Pursuant to RFP No. 2022-05
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A., Pursuant to the Continuing Services Agreement for 96th Street Park Construction Management and Owner Representation Services
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed $120,000 to Engage Marlin Engineering, Inc. for Phase 2 of the Downtown Walkability and Design Study

- Resolution and License Agreement with the State of Florida Department of Transportation (FDOT) for Use of the Town Right-of-Way on 88th Street and Veterans Park in Connection with Crosswalk Improvements at the Intersection of 88th Street and State A1A Harding Avenue (FDOT Project No. 443899
- Resolution Approving Budget Amendment No. 3 for The Fiscal Year 2023 Budget
- Resolution Approving and Authorizing the Pump Station Purchase from Barney's Pumps Inc. in an amount not to exceed $26,507.00.
- Resolution Incorporating Decorative Street Signs and Traffic Control Poles into the Town's Utility Undergrounding Project, and Selecting Design Option
- Resolution Approving Purchase of Supplementation Services from CiviPlus LLC for Codification of Town Ordinances in Municode
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programing
- Resolution Approving an Agreement and Addendum with Zambelli Fireworks Manufacturing Co. for Fourth of July Fireworks Display Services
- Ordinance Amending the Town of Surfside Code Of Ordinances by Amending Section 90.61.1(C) of Article V. – Design Standards of Chapter 90 of The Town
- Resolution Approving a Site Plan Application to Permit the Development of Property Located at 9116 Harding Avenue and 303 Surfside Boulevard, Surfside, Florida, For a Multifamily Residential Development Consisting of Up To 6 Townhouse Dwelling Units and Up To 14 Parking Spaces
- Resolution Approving a Site Plan Amendment Application for Property Generally Located at 9100 Collins Avenue, Surfside, Florida, to Modify the Design and Uses Approved for 9100 Collins Avenue Pursuant to Resolution Nos. 13-Z-06 And 17-Z-2458
- Resolution and Agreement with Premier Bounce N Slide Party Rentals, LLC for the Town's Parks and Recreation Special Events
- Resolution Approving Budget Amendment No. 4 for The Fiscal Year 2023 Budget
- Resolution and Multi-Year Agreement with JustFOIA for Town's Public Records Request Platform
- Resolution and Agreement with Verge Aero for Fourth of July Drone Light Show Services
- Resolution Supporting House Bill 269 Relating To Public Nuisances and Enhanced Criminal Penalties for Persons who Commit Certain Violations while Evidencing Religious or Ethnic Animus

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

April 2023

- Resolution Adopting a Proclamation Honoring the Importance of Trees for the Town of Surfside's Community and Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2023, as "Arbor Day"
- Resolution Approving a Fiscal Year 2023 Police Forfeiture Fund Expenditure for Police Gym Equipment
- Resolution Approving the Purchase of Fitness Equipment from Matrix Fitness and Rogue Fitness for New Police Gym and Training Facility
- Resolution Approving Budget Amendment No. 6
- Resolution and Project Agreement with The Corradino Group, Inc. to Provide Landscape Architectural Services Relating to the Tennis Recreation Center Building Improvements Project

- Resolution Approving Additional Services with Savino & Miller for Construction Phase Design and Landscape Architectural Services Pursuant to the Professional Services Agreement for the 96th Street Park
- Resolution And Agreements For Purchase of Fully Integrated Computer Aided Dispatch System and Related Ancillary Services from CentralSquare; A Citation System from LexisNexis; and Vehicle Printers from CDW Government LLC for the Police Department
- Resolution Approving the Purchase of Turtle-Friendly Solar Powered Amber Led Bollards from First Light Technologies Ltd. for Phase II of the Turtle-Friendly Solar Bollards Project
- Resolution and Second Amendment to the Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services in Connection With Phase IIA of the Undergrounding of Utilities Project
- Ordinance Amending Chapter 2. – Administration, Article V. – Employee Benefits, Division 2. - Pension Plan, Regarding the Retirement Plan for Employees of the Town; Amending Section 2-176 to Clarify Normal and Early Retirement Ages; Amending Section 2-182(A) to Permit Terminated 100% Vested Members to Receive Benefits Beginning at Age Fifty-Five; And Amending Section 2-193 Governing the Drop Plan
- Ordinance Amending 90-50.2 "Roof Deck Provisions of Section 90-50 "Architecture and Roof Decks" to Clarify Regulations Applicable to Rooftop Structures
- Ordinance Amending Section 90-61. – "Paving in Front and Rear Yards in H30 and H40 Districts" By Amending Landscape Requirements
- Ordinance Amending Section 101, "Qualifying For Elected Office" of the Town Charter Pursuant To Sections 100.3605(2) and 166.021(4), Florida Statutes, with Limited Applicability to Establish Qualifying Dates and Supplemental Qualifying Dates for the Town's March 19, 2024 General Election
- Ordinance Regarding Stormwater Management Regulatory Mechanism for Enforcement

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, the merits of the case will be internally reviewed and decided.

Victor May v. Town of Surfside, In Circuit Court of the 11th Judicial Circuit (Appellate Division), Case No. 2023-6-AP-01

On February 23, 2023, Victor May initiated an appeal of a code enforcement order entered by the Special Master concerning a citation issued to Kamil Karter, Victor May and Laila May for removing a driveway and elevating the grade on the front of the property without permits. On that date, Mr. May filed three different documents with the Court: a single page titled "Petition to Review/Civil Fines," a short initial brief, and a two-page document entitled "Motion to Eliminate." Notwithstanding that the filings were deficient, the Court entered an order to show cause to the Town on March 8, 2023, directing the Town to file a response. On March 27, 2023, the Town filed its response to the petition. Mr. May has the right to file a reply brief by April 26, 2023.

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 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 (phase II); 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; purchases of fitness equipment and implementation of police gym and training facility; various procurements and service or provider agreements for Town improvements, equipment, facilities and programs, including purchase of police vehicles, radios and equipment; 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; purchase and implementation of Police Computer Aided Dispatch (CAD) software and related services;

implementation of undergrounding of utilities project and bond financing; implementation of walkability initiatives and traffic directives; grant funding and implementation of CTS Memorial Site, including assistance with RFQ and RFP for CTS Memorial Site; legislation regarding public places; Charter Review Board process and meetings; analysis and mitigation efforts related to new SB 02.

MEMORANDUM

ITEM NO. 9A.

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

From: Sandra N. McCready, MMC, Town Clerk

Date: April 18, 2023

Subject: **Miami-Dade County League of Cities Director and Alternate Director Designation**

For the Town Commission to appoint a Director and an alternate Director to the Miami Dade County League of Cities Board.

Each member municipality designates one of its elected officials to serve as a Director and one as an alternate Director of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of May, and runs until the following May (Attachment "A").

The deadline to designate a Director and an alternate to represent our municipality on the Miami Dade League of Cities Board is April 13, 2023.

Attachment "A" - Miami Dade League of Cities email.pdf

Sandra McCready

From: Priscilla Krutules
Sent: Wednesday, March 22, 2023 10:26 AM
To: Sandra McCready
Subject: FW: MDCLC Board appointment

Priscilla Krutules
Office of the Town Clerk

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 993-1073
Fax (305) 861-1302
pkrutules@townofsurfsidefl.gov

From: MDCLC <mdclc@bellsouth.net>
Sent: Wednesday, March 22, 2023 10:10 AM
To: Shlomo Danzinger <sdanzinger@townofsurfsidefl.gov>
Cc: Priscilla Krutules <pkrutules@townofsurfsidefl.gov>
Subject: MDCLC Board appointment

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Dear Mayor Danzinger:

Allow me this opportunity to first thank you for your continued participation in and support of the Miami-Dade County League of Cities (MDCLC). President JC Bermudez, and myself are well aware that MDCLC's success is a direct result of the hard work and dedication of its members. For this reason, we need your cooperation in making appointments to the Board.

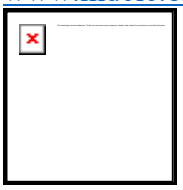
Each member municipality designates one of its elected officials to serve as a **Director** and one as an **alternate Director** of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of May, and runs until the following May.

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before **April 13th, 2023**. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

Richard Kuper, Esq.
Executive Director
Miami-Dade County League of Cities
2655 S. Le Jeune Road, Suite 1014
Coral Gables, FL 33134
(305) 416-4155
Follow MDCLC
www.mdclc.org



Town of Surfside
Regular Town Commission Meeting
April 18, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B.
Date: April 18, 2023
From: Hector Gomez, Acting Town Manager
Subject: Undergrounding Utilities Project - Street Lighting Options

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Suggested Action: – For the Town Commission to discuss and select one of six street lighting options presented for incorporation into the utilities undergrounding project.

Background/Analysis: –

As part of the utilities undergrounding project, all current wood poles throughout the Town will be removed. The wood poles currently host the current night-time lighting system which are standard cobra head fixtures on extension arms. The utilities undergrounding project will incorporate new light poles with respective fixtures currently estimated (as part of detailed estimate) at 6 poles per Town block. HPF Associates, Inc. will be presenting to the Town Commission for consideration on the selection of decorative streetlighting in conjunction with the utility undergrounding project. Due to supply chain issues, it is prudent that this process commences at this time even though the Town is several months away from initiating the public bidding for the overall project. All options are provided in **Attachment "A"** - *"Street Light Options".*

Budget Impact: – The cost of the additional lights will be incorporated into the utilities undergrounding construction project.

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Town of Surfside
Regular Town Commission Meeting
April 18, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C.
Date: April 18, 2023
From: Shlomo Danzinger, Mayor
Subject: Special Meeting Request to Address Recent Adoption of SB102 and HB627

Suggested Action: – For the commission to approve a special meeting to analyze and address potential impacts from the recently enacted Senate Bill 102 and House Bill 627, which may impact Surfside's height and density restrictions in specific zones under certain circumstances. These bills may have a significant impact on the character of our community and could overburden public infrastructure and roads.

Background/Analysis: – SB102 and HB627 which were recently enacted by the Florida State legislature may have a significant impact on the character of our community and could overburden public infrastructure and roads. It is important that we take action to analyze and address potential impacts to Surfside, including height and density regulations and Charter requirements.

Town of Surfside
Regular Town Commission Meeting
April 18, 2023

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D.
Date: April 18, 2023
From: Jeff Rose, Vice Mayor
Subject: H120 Zoning Restaurants in Condos

Suggested Action: – For the Town Commission to adopt new language not requiring hotel use to be affiliated with a restaurant in the H120 zoning district.

Background/Analysis: – Currently in the H120 zoning district, a restaurant is only permitted in connection with a hotel. That means that a developer may include a hotel component only to be able to provide a restaurant. To work with the Town attorneys to amend the Code to allow full-service restaurants in residential buildings located in the H120, provided they meet parking and other requirements in the Town Code. One option is to allow restaurants as a conditional use, but there may be other alternatives to address the issue.